

IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL
HOCKEY, LLC, t/d/b/a
JOHNSTOWN CHIEFS,

Plaintiff

vs.

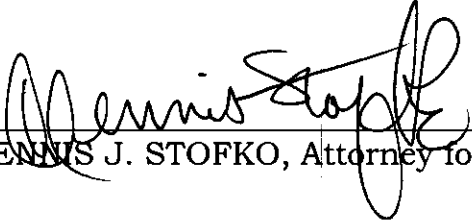
No. 2010-488

ROUSTAN UNITED INC., a
Pennsylvania Corporation,
ARENA UNITED, INC., a
Pennsylvania corporation,
ROUSTAN PLANET ICE,
a Pennsylvania Corporation,
W. GRAEME ROUSTAN,
individually, and SCOTT
BRANOVAN, individually,

Defendants

PRAECIPE

Please mark the above captioned matter ended, settled and forever
discontinued.


DENNIS J. STOFKO, Attorney for Plaintiff

PROthonary
Cambria County, PA

2011 NOV 30 PM 1:16

FILED FOR RECORD



STOFKO LAW OFFICES

DENNIS J. STOFKO

MATTHEW C. MOORE

969 EISENHOWER BOULEVARD, SUITE E
P.O. BOX 5500
JOHNSTOWN, PENNSYLVANIA 15904

TELEPHONE 814-262-0064 / 814-262-0615
FAX 814-262-0905
E-MAIL stofkoesq@stofkolaw.com
mmoore@stofkolaw.com

November 29, 2011

Patty Berkebile, Prothonotary
Cambria County Courthouse
200 South Center Street
Ebensburg, Pennsylvania 15931

Re: Chiefs Professional Hockey, LLC, et al vs.
Roustan United Inc., et al
No. 2010-488

Dear Ms. Berkebile:

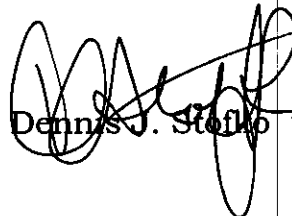
I herewith enclose for filing a Praecipe for Discontinuance and one copy regarding the above captioned matter, along with my check in the amount of \$10.00 filing fee.

Please forward a certified or time-stamped discontinuance to my office in the enclosed, self addressed, stamped envelope.

Thank you for your attention to this matter.

Should you have any questions, please feel free to contact me.

Sincerely,



Dennis J. Stofko

DJS/lss
Enclosures
Cc: Neil Smith
Kevin Rozich, Esquire

IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL
HOCKEY, LLC, t/d/b/a
JOHNSTOWN CHIEFS,

Plaintiff

vs.

No. 2010-488

ROUSTAN UNITED INC., a
Pennsylvania Corporation,
ARENA UNITED, INC., a
Pennsylvania corporation,
ROUSTAN PLANET ICE,
a Pennsylvania Corporation,
W. GRAEME ROUSTAN,
individually, and SCOTT
BRANOVAN, individually,

Defendants

PLAINTIFF'S VERIFICATION TO
REPLY TO AMENDED COUNTERCLAIM

Counsel of record for this party:
Dennis J. Stofko, Esquire
P.O. Box 5500
Johnstown, Pa 15904
814 262-0064
ID 27638

FILED FOR RECORD
2010 DEC 15 AM 10:31
CAMBRIA COUNTY, PA



I, Neil Smith, on behalf of the Chiefs Professional Hockey LLC t/d/b/a Johnstown Chiefs, do hereby state that the statements made in the foregoing Reply to Amended Counterclaim are true and correct to the best of my knowledge, information and belief.

I understand that these averments of fact are made subject to the penalties of 18 Pa. CSA 4904 relating to unsworn falsification to authorities.

Chiefs Professional Hockey LLC
t/d/b/a Johnstown Chiefs

By 

Neil Smith

Dated: 12/5/2010

STOFKO LAW OFFICES

DENNIS J. STOFKO
MATTHEW C. MOORE

969 EISENHOWER BOULEVARD, SUITE E
P.O. BOX 5500
JOHNSTOWN, PENNSYLVANIA 15904

TELEPHONE 814-262-0064 or 814-262-0615
FAX 814-262-0905
E-MAIL stofkoesq@stofkolaw.com

December 13, 2010

Ms. Patty Berkebile
Prothonotary
Cambria County Courthouse
200 S. Center Street
Ebensburg, Pennsylvania 15931

Re: Chiefs vs. Roustan, et al.
No. 2010-488

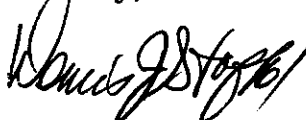
Dear Ms. Berkebile:

I enclose herewith for filing plaintiff's verification to plaintiff's reply to amended counterclaim.

By copy, I am forwarding same to counsel of record.

Thank you for your cooperation.

Sincerely,


Dennis J. Stofko

DJS/dd
Enclosure
cc: Kevin Rozich, Esquire

FILED FOR RECORD
2010 NOV -4 AM 10:28
JP

IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL
HOCKEY, LLC, t/d/b/a
JOHNSTOWN CHIEFS,

Plaintiff

vs.

No. 2010-488

ROUSTAN UNITED INC., a
Pennsylvania Corporation,
ARENA UNITED, INC., a
Pennsylvania corporation,
ROUSTAN PLANET ICE,
a Pennsylvania Corporation,
W. GRAEME ROUSTAN,
individually, and SCOTT
BRANOVAN, individually,

Defendants

PLAINTIFF'S REPLY TO DEFENDANTS'
AMENDED COUNTERCLAIM

Counsel of record for this party:
Dennis J. Stofko, Esquire
P.O. Box 5500
Johnstown, Pa 15904
814 262-0064
ID 27638

PLAINTIFF'S REPLY TO DEFENDANTS' AMENDED COUNTERCLAIM

NOW COMES the Plaintiff by and through counsel, Dennis J. Stofko and files the following Reply to Defendants' Amended Counterclaim.

33. The Plaintiff incorporates its complaint as if more fully set forth herein.

34. Denied. After reasonable investigation, the Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

35. Denied. After reasonable investigation, the Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

36. Denied. Paragraph 36 contains a conclusion of law to which no responsive pleading is required.

37. Denied. Paragraph 37 contains a conclusion of law to which no responsive pleading is required.

38. Denied. Paragraph 38 contains a conclusion of law to which no responsive pleading is required.

39. Denied. Paragraph 39 contains a conclusion of law to which no responsive pleading is required.

40. The Plaintiff incorporates its complaint as if more fully set forth herein.

41. Denied. After reasonable investigation, the Plaintiff is without sufficient knowledge or information to form a belief as to the truth of the averment and proof thereof is required at the time of trial.

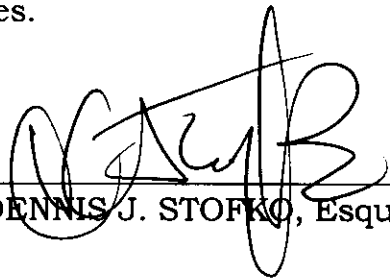
WHEREFORE, Plaintiff requests judgment on their behalf.



DENNIS J. STOFKO, Attorney for
Plaintiff

I, Dennis J. Stofko, do hereby state that I am the attorney for Plaintiff and that as such, being authorized to do so, state that the facts set forth in the foregoing Reply to Amended Counterclaim are true and correct to the best of my knowledge, information and belief. This verification of counsel is being attached hereto in lieu of that of Plaintiff because of the inability to obtain a verification from Plaintiff in the time required to file this reply. A verification of Plaintiff will be provided if requested.

This statement is made subject to the provisions of 18 Pa CSA 4904 relating to unsworn falsification to authorities.


DENNIS J. STOFKO, Esquire

Dated: 3 Nov. 10

STOFKO LAW OFFICES

DENNIS J. STOFKO
MATTHEW C. MOORE

969 EISENHOWER BOULEVARD, SUITE E
P.O. BOX 5500
JOHNSTOWN, PENNSYLVANIA 15904

TELEPHONE 814-262-0064 or 814-262-0615
FAX 814-262-0905
E-MAIL stofkoesq@stofkolaw.com

November 3, 2010

Ms. Patty Berkebile
Prothonotary
Cambria County Courthouse
200 S. Center Street
Ebensburg, Pennsylvania 15931

Re: Chiefs vs. Roustan, et al.
No. 2010-488

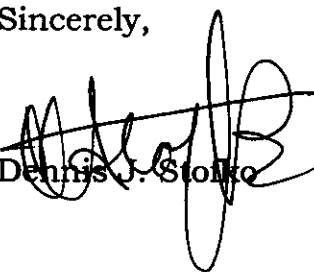
Dear Ms. Berkebile:

I enclose herewith for filing Plaintiff's Reply to Defendant's Amended Counterclaim.

By copy, I am forwarding same to counsel of record.

Thank you for your cooperation.

Sincerely,


Dennis J. Stofko

DJS/dd
Enclosure

cc: Kevin J. Rozich, Esquire
Mr. Neil Smith

IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

DEFENDANTS AMENDED ANSWERS
TO COMPLAINT AND DEFENDANTS
AMENDED COUNTER CLAIM

Counsel of Record for Defendants
Kevin J. Rozich, Esquire
ABOOD, RUSSELL, PAPPAS & ROZICH
South Street Station Professional Building
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901
(814) 535-6751
arpr@atlanticbb.net

PA ID#: 37494

FILED FOR RECORD
2010 OCT 28 AM 10:26
CLERK OF COURT

**IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA**

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

**DEFENDANTS AMENDED ANSWER TO COMPLAINT AND
DEFENDANTS AMENDED COUNTER CLAIM**

NOW COME, Defendants, Roustan United, Inc., a Pennsylvania Corporation, Arena United, Inc., a Pennsylvania Corporation, Roustan Planet Ice, a Pennsylvania Corporation, W. Graeme Roustan, Individually and Scott Branovan, Individually, by and through their counsel, Kevin J. Rozich, Esquire, and *ABOOD, RUSSELL, PAPPAS & ROZICH*, and sets forth the following Answers to Complaint:

1. ADMITTED.

2. ADMITTED IN PART, DENIED IN PART. It is admitted that Defendant, Roustan United, Inc., is a Pennsylvania Corporation. It is denied that the Defendant has offices located at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

3. ADMITTED IN PART, DENIED IN PART. It is admitted that Defendant, Arena United, Inc., was a Pennsylvania Corporation with offices located at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania. It is denied that the Defendant, Arena United, Inc., has offices located at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

4. DENIED.

5. ADMITTED IN PART, DENIED IN PART. It is admitted that Defendant, Roustan United, LLC, was a Pennsylvania limited liability corporation having offices at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania. It is denied that Defendant, Roustan United, LLC, has offices at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

6. ADMITTED IN PART, DENIED IN PART. It is admitted that Defendant, W. Graeme Roustan, is an adult individual. It is denied that Defendant, W. Graeme Roustan, has an office at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

7. ADMITTED IN PART, DENIED IN PART. It is admitted that Defendant Scott Branovan is an adult individual. It is denied that Defendant, Scott Branovan, has an office at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

9. ADMITTED IN PART, DENIED IN PART. It is admitted that at one time the above-referenced corporations retained offices at the same location. In all other respects, the allegations contained in paragraph 9 are denied and strict proof of the same is demanded at the time of trial. By way of further answer, the allegations contained in paragraph 9 are conclusions of law and, pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 9 are not conclusions of law, and by way of further answer, Defendants state and aver that Defendants deny the allegations contained therein and strict proof of the same is demanded at the time trial.

10. DENIED. The allegations contained in paragraph 10 of Plaintiff's Complaint are conclusions of law and, pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 10 are not conclusions of law and, by way of further answer, Defendants state and aver that the activity and conduct of the above-named corporations were not, in fact, the activity and conduct directly attributable to Defendant W. Graeme Roustan and Defendant Scott Branovan and strict proof to the contrary is demanded at the time of trial.

COUNT I - BREACH OF CONTRACT

11. Paragraphs 1 through 10 of the foregoing Answer to Plaintiffs Complaint are incorporated herein by reference as though set forth more fully at length herein.

12. ADMITTED IN PART, DENIED IN PART. To the extent that the allegations contained in paragraph 12 of Plaintiff's Complaint quote language from the agreement, a copy of which is attached to Plaintiffs Complaint as Exhibit B, the same is admitted as the document speaks for itself. By way of further answer, in all other respects, to the extent that the allegations contained therein are conclusions of law, the same are denied and strict proof to the contrary is demanded at the time of trial.

13. ADMITTED IN PART, DENIED IN PART. To the extent that the allegations contained in paragraph 13 of Plaintiff's Complaint quote language from the agreement, a copy of which is attached to Plaintiffs Complaint as Exhibit B, the same is admitted as the document speaks for itself. By way of further answer, in all other respects, to the extent that the allegations contained therein are conclusions of law, the same are denied and strict proof to the contrary is demanded at the time of trial.

14. ADMITTED IN PART, DENIED IN PART. To the extent that the allegations contained in paragraph 14 of Plaintiff's Complaint quote language from the agreement, a copy of which is attached to Plaintiffs Complaint as Exhibit B, the same is admitted as the document speaks for itself. By way of further answer, in all other respects, to the extent that the allegations contained therein are conclusions of law, the same are denied and strict proof to the contrary is demanded at the time of trial.

15. ADMITTED IN PART, DENIED IN PART. To the extent that the allegations contained in paragraph 15 of Plaintiff's Complaint quote language from the agreement, a copy of which is attached to Plaintiffs Complaint as Exhibit B, the same is admitted as the document speaks for itself. By way of further answer, in all other respects, to the extent that the allegations contained therein are conclusions of law, the same are denied and strict proof to the contrary is demanded at the time of trial.

16. DENIED. The allegations contained in paragraph 16 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 16 are not conclusions of law and, by way of further answer, Defendants state and aver that they have complied with the contract between the parties and strict proof to the contrary is demanded at the time of trial.

17. DENIED. The allegations contained in paragraph 17 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 17 are not conclusions of law and, by way of further answer, Defendants state and aver that they have complied with the contract between the parties and strict proof to the contrary is demanded at the time of trial.

18. DENIED. The allegations contained in paragraph 18 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 18 are not conclusions of law and, by way of further answer, Defendants state and aver that they have complied with the contract between the parties and strict proof to the contrary is demanded at the time of trial.

19. DENIED. The allegations contained in paragraph 19 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 19 are not conclusions of law and, by way of further answer, Defendants state and aver that they have complied with the contract between the parties and strict proof to the contrary is demanded at the time of trial.

20. DENIED. The allegations contained in paragraph 20 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 20 are not conclusions of law and, by way of further answer, Defendants state and aver that they have complied with the contract between the parties and strict proof to the contrary is demanded at the time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint and/or to otherwise hold in favor of Defendants against Plaintiff and for such other further relief as this Honorable Court deems necessary, equitable and appropriate.

COUNT II - BREACH OF FIDUCIARY DUTY

21. Paragraphs 1 through 20 of the foregoing Answer to Plaintiffs Complaint are incorporated herein by reference as though set forth more fully at length herein.

22. DENIED. The allegations contained in paragraph 22 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 22 are not conclusions of law and, by way of further answer, Defendants specifically deny the same and strict proof to the contrary is demanded at the time of trial.

23. DENIED. The allegations contained in paragraph 23 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 23 are not conclusions of law and, by way of further answer, Defendants specifically deny the same and strict proof to the contrary is demanded at the time of trial.

24. DENIED. The allegations contained in paragraph 24 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 24 are not conclusions of law and, by way of further answer, Defendants specifically deny the same and strict proof to the contrary is demanded at the time of trial.

25. DENIED. The allegations contained in paragraph 25 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 25 are not conclusions of law and, by way of further answer, Defendants specifically deny the same and strict proof to the contrary is demanded at the time of trial.

26. DENIED. The allegations contained in paragraph 26 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 26 are not conclusions of law and, by way of further answer, Defendants specifically deny the same and strict proof to the contrary is demanded at the time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint and/or to otherwise hold in favor of Defendants against Plaintiff and for such other further relief as this Honorable Court deems necessary, equitable and appropriate.

COUNT III

27. Paragraphs 1 through 26 of the foregoing Answer to Plaintiffs Complaint are incorporated herein by reference as though set forth more fully at length herein.

28. DENIED. The allegations contained in paragraph 28 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 28 are not conclusions of law and, by way of further answer, Defendants state and aver that they are not personally liable for Plaintiff's losses and strict proof to the contrary is demanded at the time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint and/or to otherwise hold in favor of Defendants against Plaintiff and for such other further relief as this Honorable Court deems necessary, equitable and appropriate.

COUNT IV

29. Paragraphs 1 through 28 of the foregoing Answer to Plaintiffs Complaint are incorporated herein by reference as though set forth more fully at length herein.

30. DENIED. The allegations contained in paragraph 30 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 30 are not conclusions of law and, by way of further answer, Defendant Corporations state and aver that they are not personally liable for Plaintiff's losses and strict proof to the contrary is demanded at the time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint and/or to otherwise hold in favor of Defendant Corporations against Plaintiff and for such other further relief as this Honorable Court deems necessary, equitable and appropriate.

COUNT V

31. Paragraphs 1 through 30 of the foregoing Answer to Plaintiffs Complaint are incorporated herein by reference as though set forth more fully at length herein.

32. DENIED. The allegations contained in paragraph 32 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 32 are not conclusions of law and, by way of further answer, Defendant Corporations state and aver that they are not personally liable for Plaintiff's losses and strict proof to the contrary is demanded at the time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint and/or to otherwise hold in favor of Defendant Corporations against Plaintiff and for such other further relief as this Honorable Court deems necessary, equitable and appropriate.

AMENDED COUNTERCLAIM I - BREACH OF CONTRACT DEFENDANTS V. CHIEFS PROFESSIONAL HOCKEY, LLC, t/d/b/a JOHNSTOWN CHIEFS, and, PRESIDENT, NEIL SMITH

33. Defendants hereby incorporate paragraphs one through thirty-two by reference as though set forth more fully at length herein.

34. When the parties entered into the Management Agreement for the Johnstown Chiefs executed by Plaintiff on July 15, 2008 and by Roustan United LLC on July 21, 2008, the same which is attached to the Plaintiff's Complaint as Exhibit "B" (hereinafter referred to as the "Management Agreement"), Plaintiffs were to have transferred the management of the team to Defendants with no debt, as implied in Paragraph 4.2 and as explicitly stated in Paragraph 9.3 of said Management Agreement. Plaintiffs failed to pay in excess of \$195,000.00 of past due bills which were to be paid commensurate with the signing of the contract.

35. Despite repeated demands, Plaintiffs failed to satisfy the prior debt.

36. Plaintiffs unlawfully canceled the Management Agreement in order to obtain the advertising proceeds to pay Plaintiffs old debts which were to be paid at the signing of the contract.

37. Plaintiffs unlawfully canceled the Management Agreement in order to avoid Defendant's option to purchase the team.

38. Plaintiffs canceled the Management Agreement by selling the team and retaining all profits without first offering to sell the team to the Defendants.

39. Defendants aver that as a result of the Plaintiffs wrongful termination of the Management Agreement, Defendant's will suffer loss of revenue into the future.

WHEREFORE, Defendants respectfully request judgment in their favor and against Plaintiffs for an amount in excess of the arbitration limits set forth by this Honorable Court plus reasonable attorneys fees and costs. A jury trial is demanded.

**AMENDED COUNTERCLAIM II - LIBEL AND SLANDER
DEFENDANTS V. CHIEFS PROFESSIONAL HOCKEY, LLC,
t/d/b/a JOHNSTOWN CHIEFS, and PRESIDENT, NEIL SMITH**

40. Defendants hereby incorporate paragraphs one through thirty nine by reference as though set forth in their entirety.

41. Plaintiffs knowingly and intentionally made false statements in television interviews and newspapers implying that Defendants were in default of the Management Agreement. Defendants were not in default of the Management Agreement and, in fact, it was Plaintiffs who were in default as a result of their refusal to pay past debts. Plaintiff's false statements include, but are not limited to, the statements made in the following media reports:

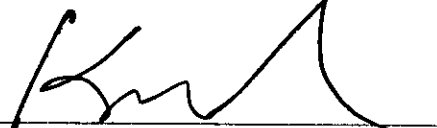
- a. The Tribune Democrat article of August 6, 2009, a copy of which is attached hereto and incorporated herein as Exhibit "1";
- b. The Tribune Democrat article of February 15, 2010, a copy of which is attached hereto and incorporated herein as Exhibit "2".

WHEREFORE, Defendants respectfully request judgment in their favor and against Plaintiffs for an amount in excess of the arbitration limits set forth by this Honorable Court plus applicable punitive damages and reasonable attorneys fees and costs. A jury trial is demanded.

Respectfully submitted,

ABOOD, RUSSELL, PAPPAS & ROZICH

By


Kevin J. Rozich, Esquire
Attorneys for Defendants
South Street Station Professional Bldg.
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901

PA ID#: 37494

**IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA**

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

CERTIFICATE OF SERVICE

I hereby certify that on the 27th day of October, 2010, a true and correct copy of Defendants Amended Answers to Complaint and Defendants Amended Counter Claim were served as follows:

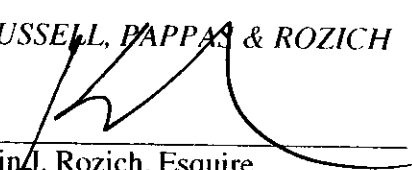
By Regular Mail:

Ms. Patty Berkebile, Prothonotary (Original and 1)
Cambria County Courthouse
200 South Center Street
Ebensburg, Pennsylvania 15931

Dennis J. Stofko, Esquire (1)
Stofko Law Offices
969 Eisenhower Boulevard
Post Office Box 5500
Johnstown, Pennsylvania 15904

~~ABOOD, RUSSELL, PAPPAS & ROZICH~~

By


Kevin J. Rozich, Esquire
Attorneys for Defendants
South Street Station Professional Bldg.
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901

August 6, 2009



EXHIBIT

/

ABOOD, RUSSELL, PAPPAS & ROZICH

Chiefs shuffle managers (<http://tribune-democrat.com/local/x1896298526/Chiefs-shuffle-managers>)

By MIKE MASTOVICH
(<http://tribune-democrat.com>)

Johnstown Chiefs owner Neil Smith and minority owner Ned Nakles will assume control of the ECHL team after parting ways with Arena United Inc., the group that managed the team last season.

"There is no negativity here about the past group," said Smith, who was in Johnstown Thursday. "It was really me saying, 'If the team is not going to get sold, I'm going to run it myself.' It's my team. I'm running it."

Smith has been the majority owner of the Chiefs since 2002, though in recent seasons he had remained in the background while concentrating on his work as a television hockey analyst.

Arena United, known as Roustan United Arena Solutions when the deal to manage the Chiefs' business operations was reached in July 2008, distributed an e-mail news release Thursday afternoon.

"Effective today, Arena United Inc. will no longer be managing the Johnstown Chiefs for Neil Smith, the owner of the team," the release stated. "We have enjoyed our association with the team the past year and are proud of the progress made on many fronts to better the economic model for the Chiefs organization and current owner Neil Smith, the downtown business community and the citizens of Cambria County."

A representative of Arena United Inc. said Thursday that owner-President Scott Branovan had no comment other than the two-paragraph news release.

Branovan was a proponent of last year's Bassewitz Group study that recommended privatization of Cambria County War Memorial Arena. His group had teamed with Global Spectrum to present the county with a request for proposal.

Global had hoped to manage the arena with Roustan United Arena Solutions (Arena United) eventually purchasing the Chiefs from Smith.

That scenario never materialized.

The Cambria County War Memorial Authority on July 28 approved a five-year contract to pay SMG Worldwide of Philadelphia to manage the arena.

"We are pleased that the Cambria County commissioners elected to follow our recommendation to engage the sports professionals from Bassewitz Group to complete an objective study, which led to the recent hiring of a professional arena management company, SMG," the Arena United release stated.

"We wish (General Manager) Bill Bredin and the Chiefs the best of luck in the future and are hopeful that the new professional management company SMG will help the current team owner Neil Smith achieve economic sustainability and remain in Johnstown for many years to come."

Smith said he stepped in partly to quell speculation about the team, which recently lost head coach Ian Herbers to a promotion to a higher league.

"I felt it was time I got back involved again," Smith said.

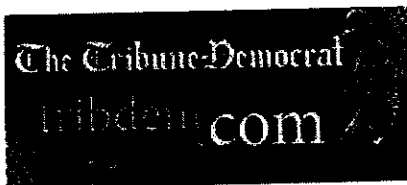
"I've had this for many years and I've always been consumed by other things in hockey. There is some skepticism around this team. Is it going to survive? Will it stay here? Is it going to leave? The skepticism and negativity are because a lot of changes continue. I thought it would be best to stabilize things and get back involved.

"Maybe I can put people more at ease," he added. "It's tough for fans. They see Ian Herbers leave. They hear other things. They wonder if the team is going to be good or is there going to be a team. I figured I would come back into town, get involved and roll up my sleeves and try to help out."

Among Smith's most immediate priorities will be to put finances in order.

"People need to know it's going to get stable. Bills are going to be paid," said Smith, who acknowledged that the team must work to make many accounts current. "That's something that doesn't sit well with me. When I had direct management we kept current with people. It bothers me if the local people aren't kept current or as close to current as you can be within reason. That really bothers me. That's no indictment of anyone from the past. That's just not the way I like to operate. I do want to address any types of areas that we're behind in."

The Tribune Democrat, Johnstown, PA The Tribune-Democrat 425 Locust St., PO Box 340
Johnstown, PA. 15907



EXHIBIT

2

ABOOD, RUSSELL, PAPPAS & ROZICH

Hockey team owners sue former managers **(<http://tribune-democrat.com/local/x445445923/Hockey-team-owners-sue-former-managers>)**

By SANDRA K. REABUCK
(<http://tribune-democrat.com>)

EBENSBURG — The Johnstown Chiefs' corporate owner is suing the hockey team's former management company in Cambria County Court for allegedly failing to pay operating bills totaling nearly \$300,000.

The lawsuit was filed Feb. 8, just days before primary owner Neil Smith confirmed Sunday that the Chiefs franchise will move to Greenville, S.C., after the current ECHL season ends.

The suit was filed by Chiefs Professional Hockey, a limited liability company doing business as the Johnstown Chiefs.

The team has been on shaky financial footing for several years, and Smith was unsuccessful in getting local businessmen to either purchase the team or invest in the franchise. Smith needed a cash infusion from New York City investor Steve Posner during the last offseason to stabilize the situation.

The defendants named in the lawsuit are Roustan United Inc., and related companies, Arena United, Roustan Planet Ice and Roustan Ice along with company executives, W. Graeme Roustan and Scott Branovan.

Roustan referred questions to Johnstown attorney Kevin Rozich, who did not return a call from The Tribune-Democrat. Branovan also could not be reached for comment.

Johnstown attorney Dennis Stofko, who represents the Chiefs in the lawsuit, alleged that Roustan as team manager was obligated to pay "all costs and expenses and net losses, incurred in the day-to-day management, control and operation of the Johnstown Chiefs" under its management contract.

The contract ran from July 21, 2008, until Roustan was terminated Aug. 6, 2009, "because of the default in performance," Stofko said.

Roustan breached the terms of the contract and failed to carry out its fiduciary duty, the Chiefs alleged in the lawsuit. Branovan and W. Graeme Roustan allegedly are liable because the corporations were used to further their personal interests, Stofko said.

Although the lawsuit does not give a specific amount of compensation being sought by the Chiefs,

10/25/2010

Hockey team owners sue former mana...

an exhibit lists bills totaling \$299,079 as unpaid.

"Repeated requests have been made on the defendants to pay and bring current said obligations" but they've refused to do so, the lawsuit says.

The bills, dated in both 2008 and 2009, range from small amounts, including \$20 owed to Ear Nose and Throat Associates, up to \$70,948 owed to Reebok-CCM Hockey US Inc., according to the exhibit attached to the lawsuit.

 <p>PENNSYLVANIA TREASURY UNCLAIMED PROPERTY - Rob McCord, State Treasurer -</p>	<p>TREASURY RETURNED OVER \$100 MILLION OF UNCLAIMED PROPERTY LAST YEAR</p>	<p>YOUR MONEY MAY BE A CLICK AWAY</p>
--	--	--

The Tribune Democrat, Johnstown, PA The Tribune-Democrat 425 Locust St., PO Box 340
Johnstown, PA. 15907

LAW OFFICES
ABOOD, RUSSELL, PAPPAS & ROZICH
SOUTH STREET STATION PROFESSIONAL BUILDING
709 FRANKLIN STREET, SUITE 200
JOHNSTOWN, PENNSYLVANIA 15901

CARAM J. ABOOD
RICHARD J. RUSSELL
JAMES PAPPAS
KEVIN J. ROZICH

October 27, 2010

AREA CODE 814

535-6751

FAX 539-6802

MICHAEL T. CRUM

Ms. Patty Berkebile, Prothonotary
Cambria County Courthouse
200 South Center Street
Ebensburg, Pennsylvania 15931

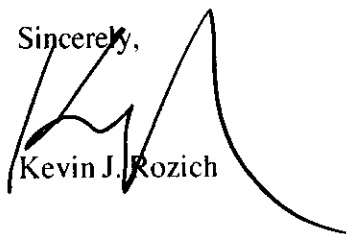
Re: Chiefs Professional Hockey et al.
Vs: Roustan United, Inc. et al.
No.: 2010-488

Dear Ms. Berkebile:

Enclosed please find the original and one (1) copy of Defendant's Amended Answers to Complaint and Defendant's Amended Counter Claim in the above-captioned matter. Please time-stamp and return one (1) copy of the same to my offices in the envelope provided. All parties in interest have been served one (1) copy of the same per the attached Certificate of Service.

Thank you for your attention.

Sincerely,



Kevin J. Rozich

KJR:baj
Enclosures

cc: Dennis J. Stofko, Esquire
W. Graeme Roustan
David M. LaSalle, Esquire

IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA
CIVIL DIVISION

CHIEFS PROFESSIONAL HOCKEY, LLC, : No. 2010-0488
t/d/b/a JOHNSTOWN CHIEFS, :
Plaintiff, :

v. :

ROUSTAN UNITED, INC., et al., :
Defendants. :

APPEARANCES:

For the Plaintiff:

MATTHEW C. MOORE, ESQUIRE

For the Defendant:

MICHAEL T. CRUM, ESQUIRE

ORDER

AND NOW, this 27th day of September, 2010, it is hereby ORDERED AND
DECREED that Plaintiff's Preliminary Objections to Defendants' Counterclaims are
SUSTAINED by agreement of the parties and Plaintiff has thirty (30) days to file an amended
complaint.

BY THE COURT:



Linda Rovder Fleming, Judge

FILED FOR RECORD

2010 SEP 27 PM 3:52

PROCTER & KENNEDY
CAMBRIA COUNTY, PA

IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

DEFENDANTS' BRIEF IN
OPPOSITION TO PRELIMINARY
OBJECTIONS OF PLAINTIFF

Counsel of Record for Defendants
Kevin J. Rozich, Esquire
PA ID#: 37494

Michael T. Crum, Esquire
PA ID#: 59035

ABOOD, RUSSELL, PAPPAS & ROZICH
South Street Station Professional Building
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901
(814) 535-6751
arpr@atlanticbb.net

FILED FOR RECORD
2010 SEP 22 AM 10:14
CLERK OF COURT

**IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA**

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

**DEFENDANTS' BRIEF IN OPPOSITION TO
PRELIMINARY OBJECTIONS OF PLAINTIFF**

NOW COME, Defendants, Roustan United, et al. ("Defendants") by and through their attorneys, *ABOOD, RUSSELL, PAPPAS & ROZICH*, and set forth the following in support of Defendants' Brief in Opposition to Preliminary Objections of Plaintiff to Defendants Counterclaim.

FACTS:

The instant matter arises from a breach of contract claim filed by Plaintiff against Defendants averring that Defendants failed to perform in accordance with the "Management Agreement for the Johnstown Chiefs of the East Coast Hockey League" which was attached to and incorporated into Plaintiff's Complaint as Exhibit "B". Said Management Agreement was signed by the Johnstown Chiefs on July 15, 2008 and by Roustan United, Inc. on July 21, 2008. It should be noted that an Addendum to said Agreement was also signed by the parties and is dated October 28, 2008. However, as the same does not relate directly to the issues relative to Plaintiff's Complaint and/or the Counterclaim enumerated by Defendants, the same has not been attached to any pleadings. As outlined in Plaintiff's Brief, Plaintiff's allege, *inter alia*, that Defendants failed to pay certain vendors, professional service providers and other organizations and/or obligations as allegedly required by the terms of the aforesaid Management Agreement.

Defendants filed an Answer and Counterclaim alleging Plaintiff's breach of contract on the basis that the aforesaid Management Agreement provides that Plaintiff was to have transferred management of the team to Defendants, debt-free, and, in fact, Plaintiff's failed to pay in excess of \$195,000.00 of past due bills which were to have been paid at the time of, or prior to, the execution of the aforesaid Management Agreement. Additionally, Defendants filed a Counterclaim alleging libel and slander by Plaintiff's. The claim for libel and slander was based upon alleged false statements made knowingly and intentionally in newspaper articles and television interviews implying that Defendants were in default of the aforesaid Management Agreement, as well as alleged false statements and allegations knowingly and intentionally made to the National Hockey League Commission in an attempt to discredit Defendants and block, or otherwise stymie, their attempts to purchase a National Hockey League team.

ARGUMENT A

COUNT I, MOTION TO STRIKE DEFENDANTS' COUNTERCLAIM I - BREACH OF CONTRACT CLAIM:

As stated in Paragraph 34 of Defendants' Counterclaim 1, alleging breach of contract, Defendant alleges that when the parties entered into the aforesaid Management Agreement, Plaintiff was to have transferred the management of the team to Defendants debt-free. Defendants allege that Plaintiff failed to pay past due bills in excess of \$195,000.00, which were to have been paid at, or prior to, the execution of the Management Agreement. Although Plaintiff's counsel actually quotes directly the language of paragraph 34 of Defendants' Answer and Counterclaim, the term "the contractual agreement" should be read to mean "the Management Agreement for the Johnstown Chiefs executed by Plaintiff on July 15, 2008 and by Roustan United, Inc., on July 21, 2008, the same which is attached to Plaintiff's Complaint as Exhibit "B"."

Defendants allegations that Plaintiff was to have transferred management of the team to Defendants debt-free is implied in Paragraph 4.2 of the aforesaid Management Agreement which provides that:

All costs and expenses, and all net losses, incurred in the day to day management, control and operation of the Johnstown Chiefs **from and after the effective date** (emphasis added) shall be the responsibility of, and paid for by, ROUSTAN. This obligation shall survive the termination of this agreement, subject to reimbursement as set forth in Paragraph 14, below.

This paragraph clearly implies that any and all other costs and expenses, and all net losses incurred in the day to day management, control and operation of the Johnstown Chiefs **prior to the effective date** (emphasis added) shall be the responsibility of, and paid for by Plaintiff.

However, in interpreting the aforesaid Management Agreement, the Court need not interpret Paragraph 4.2 or rely upon Defendants' interpretation of the same. The Court merely needs to look to Paragraph 9.3 of the aforesaid Management Agreement which reads as follows:

ROUSTAN shall not be responsible for any debt relating or pertaining to the ownership, management or operation of the Johnstown Chiefs as of the effective date. CHIEFS(emphasis added) have paid, or provided for payment of, all pre-existing debt of the Johnstown Chiefs as of the effective date hereof, such that at the time that ROUSTAN takes over the day to day management of the Johnstown Chiefs, there is no existing debt encumbering any asset or property of the Johnstown Chiefs or for which the Johnstown Chiefs or ROUSTAN would be liable. Should there be any claim or demand made on ROUSTAN, or any of the Johnstown Chiefs assets or property for any debt whatsoever which was known or in existence at the time of the effective date, ROUSTAN shall immediately notify CHIEFS of such claim or demand and CHIEFS shall immediately pay or otherwise provide for the payment or retirement of such claim, demand or debt, and shall indemnify, defend and hold ROUSTAN harmless therefrom. Specifically, and without limiting the foregoing, CHIEFS have retired the outstanding debt of approximately fifty five thousand dollars (\$55,000.00), to the Colorado Avalanche, and there are no other outstanding debts or payments due to the Colorado Avalanche.

Additionally, there is no outstanding contract, claim lien, action or litigation, either pending or threatened, or any commitment or arrangement which is or may be in conflict with this agreement, or which in any way may limit, restrict, impair or interfere with ROUSTAN's rights or the performance of ROUSTAN's obligation hereunder. CHIEFS will not henceforth do or permit any act or thing by which any of Roustan's rights herein granted will or may be in any way limited, restricted, impaired or interfered with. All rights herein grant that ROUSTAN in and to the Johnstown Chiefs are and will be free and clear of liens and encumbrances of every kind and character.

Although Defendants agree with Plaintiff's interpretation of Pennsylvania Law as it relates to the Pennsylvania Rule of Civil Procedure at 1019(h) and 1019(i), Defendants state and aver that they have complied with the same in that the Agreement referred to and relied upon was

attached to Plaintiff's Complaint as Exhibit "B".

Based upon the clarifications contained herein, which Defendants believe to have been unnecessary in that Defendants reference to "the contractual agreement" should have been sufficient to indicate to Plaintiff that it was relying upon the aforesaid Management Agreement attached to and incorporated into Plaintiff's Complaint as Exhibit "B", Defendants believe and therefore aver that Plaintiff's Preliminary Objection is without merit.

THEREFORE, based upon the foregoing Argument, Defendants respectfully request this Honorable Court dismiss Plaintiff's Preliminary Objections as outlined in their Count I, Motion to Strike. In the alternative, in the event that this Honorable Court believes Defendants pleadings need further clarification, Defendants respectfully request the opportunity to amend their Answer and Counterclaim filed in relation to this matter.

ARGUMENT B

COUNT II - MOTION TO STRIKE AND/OR MOTION FOR MORE SPECIFIC PLEADING REGARDING DEFENDANTS' COUNTERCLAIM II - LIBEL AND SLANDER CLAIM

Defendants allege that Plaintiff made false statements and allegations knowingly and intentionally in television interviews, newspaper articles and in correspondence, communications or conversations with representatives of the National Hockey League Commission, implying that Defendants were in breach of the aforesaid Management Agreement and in an attempt to discredit Defendants and to block or otherwise stymie their attempts to purchase a National Hockey League team. (Defendants' Answer and Counter Claim, Paragraphs 41 - 42). Although Defendants agree with Plaintiff's statement of the law in Pennsylvania regarding pleading requirements, Defendants believe that the statements contained in Paragraph 41 and 42 of Defendants' Answer and Counterclaims sufficiently advise Plaintiff of the facts upon which Defendants allegations are based and affords Plaintiff with an opportunity to defend against the same. Defendants oppose pleading evidence at this stage of the dispute. Defendants have proffered Counsel for Plaintiff the opportunity to review approximately six (6) binders of emails, articles and other documents and have even offered to copy all of the same for Plaintiff's Counsel. Please see attached correspondence dated April 21, 2010, attached hereto and incorporated herein as Exhibit "A". The

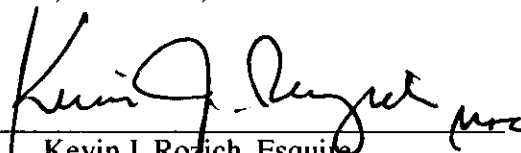
documents contained in these six (6) binders contain Defendants' basis for its libel, slander and/or defamation allegations and should put Plaintiff on notice of the alleged libelous, slanderous or defaming language or statements so as to permit Plaintiff an opportunity to prepare an answer and defense to the same.

WHEREFORE, Defendants respectfully request this Honorable Court to dismiss Plaintiff's Count II - Motion to Strike and/or Motion for More Specific Pleading in Plaintiff's Preliminary Objections. In the alternative, in the event that this Honorable Court sustains, in part or in whole, Plaintiff's Preliminary Objections, Defendants respectfully request the opportunity to amend its Answer and Counterclaim in order to cure any and all defects in or failures to comply with the pleading requirements of Pennsylvania Law.

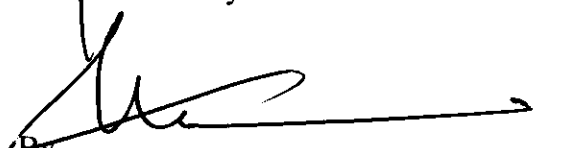
Respectfully submitted,

ABOOD, RUSSELL, PAPPAS & ROZICH

By


Kevin J. Rozich, Esquire
Attorneys for Defendants

By


Michael T. Crum, Esquire
Attorneys for Defendants

**IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA**

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

CERTIFICATE OF SERVICE

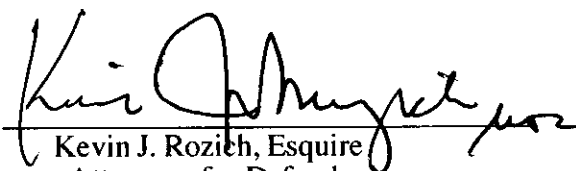
AND NOW, this 21st day of September, 2010, I hereby certify that a true and correct copy of Defendants Brief in Opposition was served as follows:

By Regular, U.S. Mail and Via Facsimile:

Ms. Patty Berkebile, Prothonotary (Original and 1 copy)
Cambria County Courthouse
200 South Center Street
Ebensburg, Pennsylvania 15931

Dennis J. Stofko, Esquire (1 copy)
Stofko Law Offices
969 Eisenhower Boulevard
Post Office Box 5500
Johnstown, Pennsylvania 15904

ABOOD, RUSSELL, PAPPAS & ROZICH

By 
Kevin J. Rozich, Esquire
Attorneys for Defendants
South Street Station Professional Bldg.
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901

LAW OFFICES
ABOOD, RUSSELL, PAPPAS & ROZICH
SOUTH STREET STATION PROFESSIONAL BUILDING
709 FRANKLIN STREET, SUITE 200
JOHNSTOWN, PENNSYLVANIA 15801

CARAM J. ABOOD
RICHARD J. RUSSELL
JAMES PAPPAS
KEVIN J. ROZICH

AREA CODE 814

535-6751

April 21, 2010

FAX 539-6802

MICHAEL T. CRUM

Dennis J. Stofko, Esquire
Stofko Law Offices
969 Eisenhower Boulevard
Post Office Box 5500
Johnstown, Pennsylvania 15904

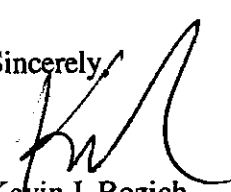
Re: Johnstown Chiefs
Vs: Roustan United LLC

Dear Dennis:

I have received your letter in regard the emails between Mr. Smith and my client. Please be advised that I have seven binders of emails in this matter. Does Mr. Smith wish for us to photocopy all of these, or do you wish to examine them in my office? Please let me know.

Thank you.

Sincerely,


Kevin J. Rozich

KJR:baj

EXHIBIT

A

ABOOD, RUSSELL, PAPPAS & ROZICH

LAW OFFICES
ABOOD, RUSSELL, PAPPAS & ROZICH

SOUTH STREET STATION PROFESSIONAL BUILDING
709 FRANKLIN STREET, SUITE 200
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CARAM J. ABOOD
RICHARD J. RUSSELL
JAMES PAPPAS
KEVIN J. ROZICH

AREA CODE 814
535-6751

September 21, 2010

FAX 539-6802

MICHAEL T. CRUM

Via Facsimile & Hard Copy

Ms. Patty Berkebile, Prothonotary
Cambria County Courthouse
200 South Center Street
Ebensburg, Pennsylvania 15931

Facsimile: 472-5632

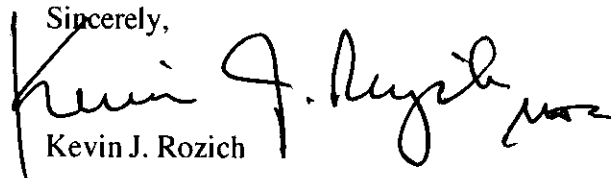
Re: Johnstown Chiefs
Vs: Roustan United LLC, et al.
No.: 2010-488

Dear Ms. Berkebile:

Enclosed please find the original and one (1) copy of Defendants' Brief in Opposition together with the appropriate Certificate of Service. Please time-stamp and return one (1) copy of the same to my offices in the envelope provided.

Thank you for your attention.

Sincerely,


Kevin J. Rozich

MTC:baj
Enclosures

cc: Dennis J. Stofko, Esquire (by facsimile/hard copy)
David M. LaSalle, Esquire (by mail)
W. Graeme Roustan (by mail)

FILED FOR RECORD

2010 SEP 21 AM 9:58

PROTHONOTARY
CAMBRIA COUNTY, PA

**IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA**

**CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,**

Plaintiff,

v.

**ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,**

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

**DEFENDANTS' BRIEF IN
OPPOSITION TO PRELIMINARY
OBJECTIONS OF PLAINTIFF**

**Counsel of Record for Defendants
Kevin J. Rozich, Esquire
PA ID#: 37494**

**Michael T. Crum, Esquire
PA ID#: 59035**

**ABOOD, RUSSELL, PAPPAS & ROZICH
South Street Station Professional Building
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901
(814) 535-6751
arpr@atlanticbb.net**

**IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA**

**CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,**

CIVIL ACTION - LAW

Plaintiff,

v.

No.: 2010-488

**ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,**

Defendants.

**DEFENDANTS' BRIEF IN OPPOSITION TO
PRELIMINARY OBJECTIONS OF PLAINTIFF**

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Defendants filed an Answer and Counterclaim alleging Plaintiff's breach of contract on the basis that the aforesaid Management Agreement provides that Plaintiff was to have transferred management of the team to Defendants, debt-free, and, in fact, Plaintiff's failed to pay in excess of \$195,000.00 of past due bills which were to have been paid at the time of, or prior to, the execution of the aforesaid Management Agreement. Additionally, Defendants filed a Counterclaim alleging libel and slander by Plaintiff's. The claim for libel and slander was based upon alleged false statements made knowingly and intentionally in newspaper articles and television interviews implying that Defendants were in default of the aforesaid Management Agreement, as well as alleged false statements and allegations knowingly and intentionally made to the National Hockey League Commission in an attempt to discredit Defendants and block, or otherwise stymie, their attempts to purchase a National Hockey League team.

ARGUMENT A

COUNT I, MOTION TO STRIKE DEFENDANTS' COUNTERCLAIM I - BREACH OF CONTRACT CLAIM:

As stated in Paragraph 34 of Defendants' Counterclaim 1, alleging breach of contract, Defendant alleges that when the parties entered into the aforesaid Management Agreement, Plaintiff was to have transferred the management of the team to Defendants debt-free. Defendants allege that Plaintiff failed to pay past due bills in excess of \$195,000.00, which were to have been paid at, or prior to, the execution of the Management Agreement. Although Plaintiff's counsel actually quotes directly the language of paragraph 34 of Defendants' Answer and Counterclaim, the term "the contractual agreement" should be read to mean "the Management Agreement for the Johnstown Chiefs executed by Plaintiff on July 15, 2008 and by Roustan United, Inc., on July 21, 2008, the same which is attached to Plaintiff's Complaint as Exhibit "B".

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Additionally, there is no outstanding contract, claim lien, action or litigation, either pending or threatened, or any commitment or arrangement which is or may be in conflict with this agreement, or which in any way may limit, restrict, impair or interfere with ROUSTAN's rights or the performance of ROUSTAN's obligation hereunder. CHIEFS will not henceforth do or permit any act or thing by which any of Roustan's rights herein granted will or may be in any way limited, restricted, impaired or interfered with. All rights herein grant that ROUSTAN in and to the Johnstown Chiefs are and will be free and clear of liens and encumbrances of every kind and character.

Although Defendants agree with Plaintiff's interpretation of Pennsylvania Law as it relates to the Pennsylvania Rule of Civil Procedure at 1019(h) and 1019(i), Defendants state and aver that they have complied with the same in that the Agreement referred to and relied upon was

attached to Plaintiff's Complaint as Exhibit "B".

Based upon the clarifications contained herein, which Defendants believe to have been unnecessary in that Defendants reference to "the contractual agreement" should have been sufficient to indicate to Plaintiff that it was relying upon the aforesaid Management Agreement attached to and incorporated into Plaintiff's Complaint as Exhibit "B", Defendants believe and therefore aver that Plaintiff's Preliminary Objection is without merit.

THEREFORE, based upon the foregoing Argument, Defendants respectfully request this Honorable Court dismiss Plaintiff's Preliminary Objections as outlined in their Count I, Motion to Strike. In the alternative, in the event that this Honorable Court believes Defendants pleadings need further clarification, Defendants respectfully request the opportunity to amend their Answer and Counterclaim filed in relation to this matter.

ARGUMENT B

COUNT II - MOTION TO STRIKE AND/OR MOTION FOR MORE SPECIFIC PLEADING REGARDING DEFENDANTS' COUNTERCLAIM II - LIBEL AND SLANDER CLAIM

Defendants allege that Plaintiff made false statements and allegations knowingly and intentionally in television interviews, newspaper articles and in correspondence, communications or conversations with representatives of the National Hockey League Commission, implying that Defendants were in breach of the aforesaid Management Agreement and in an attempt to discredit Defendants and to block or otherwise stymie their attempts to purchase a National Hockey League team. (Defendants' Answer and Counter Claim, Paragraphs 41 - 42). Although Defendants agree with Plaintiff's statement of the law in Pennsylvania regarding pleading requirements, Defendants believe that the statements contained in Paragraph 41 and 42 of Defendants' Answer and Counterclaims sufficiently advise Plaintiff of the facts upon which Defendants allegations are based and affords Plaintiff with an opportunity to defend against the same. Defendants oppose pleading evidence at this stage of the dispute. Defendants have proffered Counsel for Plaintiff the opportunity to review approximately six (6) binders of emails, articles and other documents and have even offered to copy all of the same for Plaintiff's Counsel. Please see attached correspondence dated April 21, 2010, attached hereto and incorporated herein as Exhibit "A". The

documents contained in these six (6) binders contain Defendants' basis for its libel, slander and/or defamation allegations and should put Plaintiff on notice of the alleged libelous, slanderous or defaming language or statements so as to permit Plaintiff an opportunity to prepare an answer and defense to the same.

WHEREFORE, Defendants respectfully request this Honorable Court to dismiss Plaintiff's Count II - Motion to Strike and/or Motion for More Specific Pleading in Plaintiff's Preliminary Objections. In the alternative, in the event that this Honorable Court sustains, in part or in whole, Plaintiff's Preliminary Objections, Defendants respectfully request the opportunity to amend its Answer and Counterclaim in order to cure any and all defects in or failures to comply with the pleading requirements of Pennsylvania Law.

Respectfully submitted,

ABOOD, RUSSELL, PAPPAS & ROZICH

By


Kevin J. Rozich, Esquire
Attorneys for Defendants

By


Michael T. Crum, Esquire
Attorneys for Defendants

**IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA**

**CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,**

Plaintiff,

v.

**ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,**

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

CERTIFICATE OF SERVICE

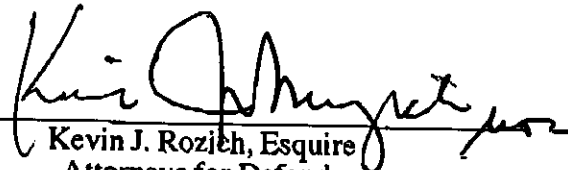
AND NOW, this 21st day of September, 2010, I hereby certify that a true and correct copy of Defendants Brief in Opposition was served as follows:

By Regular, U.S. Mail and Via Facsimile:

Ms. Patty Berkebile, Prothonotary (Original and 1 copy)
Cambria County Courthouse
200 South Center Street
Ebensburg, Pennsylvania 15931

Dennis J. Stofko, Esquire (1 copy)
Stofko Law Offices
969 Eisenhower Boulevard
Post Office Box 5500
Johnstown, Pennsylvania 15904

ABOOD, RUSSELL, PAPPAS & ROZICH

By 
Kevin J. Rozich, Esquire
Attorneys for Defendants
South Street Station Professional Bldg.
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901

LAW OFFICES
ABOOD, RUSSELL, PAPPAS & ROZICH
SOUTH STREET STATION PROFESSIONAL BUILDING
709 FRANKLIN STREET, SUITE 200
JOHNSTOWN, PENNSYLVANIA 15801

CARAM J. ABOOD
RICHARD J. RUSSELL
JAMES PAPPAS
KEVIN J. ROZICH

AREA CODE 814
535-6751

April 21, 2010

FAX 539-8802

MICHAEL T. CRUM

Dennis J. Stofko, Esquire
Stofko Law Offices
969 Eisenhower Boulevard
Post Office Box 5500
Johnstown, Pennsylvania 15904

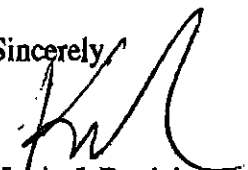
Re: Johnstown Chiefs
Vs: Roustan United LLC

Dear Dennis:

I have received your letter in regard the emails between Mr. Smith and my client. Please be advised that I have seven binders of emails in this matter. Does Mr. Smith wish for us to photocopy all of these, or do you wish to examine them in my office? Please let me know.

Thank you.

Sincerely,


Kevin J. Rozich

KJR:baj

EXHIBIT

A

ABOOD, RUSSELL, PAPPAS & ROZICH

LAW OFFICES
ABOOD, RUSSELL, PAPPAS & ROZICH
SOUTH STREET STATION PROFESSIONAL BUILDING
709 FRANKLIN STREET, SUITE 200
JOHNSTOWN, PENNSYLVANIA 15901

CARAM J. ABOOD
RICHARD J. RUSSELL
JAMES PAPPAS
KEVIN J. ROZICH

AREA CODE 814
535-6751

September 21, 2010

MICHAEL T. CRUM

FAX 539-6802

Via Facsimile & Hard Copy

Dennis J. Stofko, Esquire
Stofko Law Offices
969 Eisenhower Boulevard
Post Office Box 5500
Johnstown, Pennsylvania 15904

Facsimile: 262-0905

Re: Johnstown Chiefs
Vs: Roustan United LLC et al.

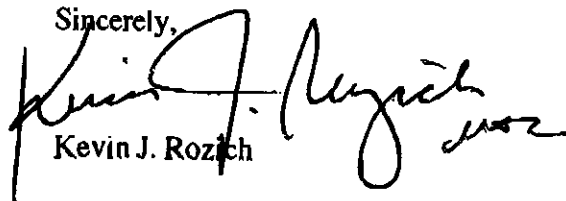
Dear Attorney Stofko:

Enclosed is a copy of our Brief In Opposition to your Preliminary Objections. Upon review of our file, it has come to my attention that by letter dated April 21, 2010, I had advised you that we have several binders containing emails between Mr. Smith and our clients which we would either copy for you or, in the alternative, allow you to come to my office to review; I do not believe you responded to that correspondence.

In addition, following a review of our Brief, would you be willing to enter into a stipulation in order to avoid the hearing on the Preliminary Objections to take place on September 24, 2010?

Thank you for your attention.

Sincerely,


Kevin J. Rozich

MTC:baj

LAW OFFICES
ABOOD, RUSSELL, PAPPAS & ROZICH
SOUTH STREET STATION PROFESSIONAL BUILDING
709 FRANKLIN STREET, SUITE 200
JOHNSTOWN, PENNSYLVANIA 15901

CARAM J. ABOOD
RICHARD J. RUSSELL
JAMES PAPPAS
KEVIN J. ROZICH

CHRISTINE C. PODRATSKY
MICHAEL T. CRUM

AREA CODE 814
535-6751

FAX 539-6802

Just the Fax...

From Barb Jones, Legal Assistant to Kevin Rozich

TO: Patty Burkibile
DATE: 9-21-10
NUMBER: 472-5632
CASE: Chelfs v Roustan
PAGES: 11 w/cover

LAW OFFICES

ABOOD, RUSSELL, PAPPAS & ROZICH

SOUTH STREET STATION PROFESSIONAL BUILDING

709 FRANKLIN STREET, SUITE 200

JOHNSTOWN, PENNSYLVANIA 15801

CARAM J. ABOOD
RICHARD J. RUSSELL
JAMES PAPPAS
KEVIN J. ROZICH

AREA CODE 814
535-6751

September 21, 2010

MICHAEL T. CRUM

FAX 539-6802

Via Facsimile & Hard Copy

Ms. Patty Berkebile, Prothonotary
Cambria County Courthouse
200 South Center Street
Ebensburg, Pennsylvania 15931

Facsimile: 472-5632

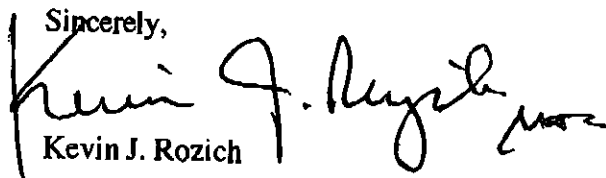
Re: Johnstown Chiefs
Vs: Roustan United LLC, et al.
No.: 2010-488

Dear Ms. Berkebile:

Enclosed please find the original and one (1) copy of Defendants' Brief in Opposition together with the appropriate Certificate of Service. Please time-stamp and return one (1) copy of the same to my offices in the envelope provided.

Thank you for your attention.

Sincerely,


Kevin J. Rozich

MTC:baj
Enclosures

cc: Dennis J. Stofko, Esquire (by facsimile/hard copy)
David M. LaSalle, Esquire (by mail)
W. Graeme Roustan (by mail)

IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL
HOCKEY, LLC, t/d/b/a
JOHNSTOWN CHIEFS,

Plaintiff

vs.

No. 2010-488

ROUSTAN UNITED INC., a
Pennsylvania Corporation,
ARENA UNITED, INC., a
Pennsylvania corporation,
ROUSTAN PLANET ICE,
a Pennsylvania Corporation,
W. GRAEME ROUSTAN,
individually, and SCOTT
BRANOVAN, individually,

Defendants

PLAINTIFF'S BRIEF IN SUPPORT OF
PRELIMINARY OBJECTIONS

Counsel of record for this party:
Dennis J. Stofko, Esquire
P.O. Box 5500
Johnstown, Pa. 15904
814 262-0064
ID 27638

FILED FOR RECORD
2010 SEP 15 AM 10:26
CLERK OF COURT

**PLAINTIFF'S BRIEF IN SUPPORT OF PRELIMINARY OBJECTIONS TO
COUNTERCLAIM**

FACTS

NOW COMES the Plaintiff by and through counsel, Dennis J. Stofko, and files the following Brief in Support of Preliminary Objections to Counterclaim.

The instant matter arises from a breach of contract claim filed by the Plaintiff against Defendants averring that the Defendants failed to perform in accordance with a management agreement which is identified as Exhibit A to Plaintiff's Complaint.

The Plaintiffs allege, inter alia, that the Defendants failed to pay certain vendors, professional services and other organizations and obligations as required by the terms of the aforesaid management agreement.

Defendants have filed a counterclaim for Breach of Contract (Counterclaim I) and Libel and Slander (Counterclaim II).

ARGUMENT

The Defendants' breach of contract counterclaim is based on the following paragraph:

"When the parties entered into the contractual(sic) agreement, Plaintiffs were to have transferred the management of the team to Defendants with no debt. Plaintiffs failed to pay in excess of \$195,000.00 of past due bills which were to be paid commensurate with the signing of the contract." (Paragraph 34 of Counterclaim)

The Plaintiff avers that said paragraph fails to identify any specific contract or agreement whereby Plaintiff assumed an obligation to pay the sums which Defendants aver in paragraph 34.

Pennsylvania Rule of Civil Procedure 1019(h) states that when any claim or defense is based upon an agreement, the pleading must state specifically if the agreement is oral or written.

Furthermore to the extent that said agreement is a written agreement, Plaintiff avers that the said document is not specifically identified.

Pa. R.C.P. 1019(i) provides that the said agreement, if in writing, shall be attached to the copy of the complaint.

Neither of these conditions have been met in Defendants' counterclaim.

WHEREFORE, Plaintiff respectfully requests your Honorable Court to dismiss Defendants' Counterclaim I.

Libel and Slander

By way of further counterclaim the Defendants have alleged a claim for libel and slander in Paragraph 41 as follows:

"Plaintiffs knowingly and intentionally made false statements in television interviews and newspapers implying (sic) that Defendants were in default of the contract. Defendants were not in default of the contract and, in fact, it was Plaintiffs who were in default as a result of their refusal to pay past debts."

The Plaintiff avers that Pennsylvania is a fact pleading state and therefore any material allegations and misrepresentation regarding the claim, libel or slander must be specifically identified so as to afford the opposing party an opportunity to be put on notice of the purposed libel or slander language so as to properly defend. Pa. R.C.P. 1019(a)

The counterclaim fails to contain any specific statement or writing that would even arguably constitute libel or slander.

Furthermore, the Plaintiff avers that the Defendants have failed to specify any statement made to the National Hockey League Commission that is the basis for a defamation claim. Plaintiff avers that the counterclaim not only fails to identify any specific act or statement but also fails to identify when such statements were made and to whom.

WHEREFORE, Plaintiff respectfully requests your Honorable Court to dismiss Defendants' Counterclaim II.


DENNIS J. STOFKO, Attorney for
Plaintiff

STOFKO LAW OFFICES

DENNIS J. STOFKO
MATTHEW C. MOORE

969 EISENHOWER BOULEVARD, SUITE E
P.O. BOX 5500
JOHNSTOWN, PENNSYLVANIA 15904

TELEPHONE 814-262-0064 or 814-262-0615
FAX 814-262-0905
E-MAIL stofkoesq@stofkolaw.com

September 14, 2010

Ms. Patty Berkebile
Prothonotary
Cambria County Courthouse
200 S. Center Street
Ebensburg, Pennsylvania 15931

Re: Chiefs vs. Roustan, et al.
No. 2010-488

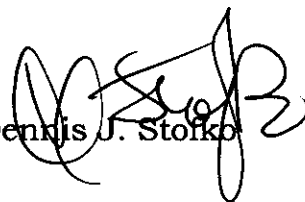
Dear Ms. Berkebile:

I enclose herewith an original and copy of Plaintiff's Brief in Support of Preliminary Objections in the above matter.

By copy, I am forwarding same to counsel of record.

Thank you for your cooperation.

Sincerely,


Dennis J. Stofko

DJS/dd
Enclosure
cc: Kevin Rozich, Esquire

IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL
HOCKEY, LLC, t/d/b/a
JOHNSTOWN CHIEFS,

Plaintiff

vs.

No. 2010-488

ROUSTAN UNITED INC., a
Pennsylvania Corporation,
ARENA UNITED, INC., a
Pennsylvania corporation,
ROUSTAN PLANET ICE,
a Pennsylvania Corporation,
W. GRAEME ROUSTAN,
individually, and SCOTT
BRANOVAN, individually,

Defendants

PLAINTIFF'S PRELIMINARY OBJECTIONS
TO DEFENDANTS' COUNTERCLAIM

Counsel of record for this party:
Dennis J. Stofko, Esquire
P.O. Box 5500
Johnstown, Pa. 15904
814 262-0064
ID 27638

FILED FOR RECORD
2010 JUL -1 AM 10:28
CLERK OF COURT

PLAINTIFF'S PRELIMINARY OBJECTIONS

NOW COMES the Plaintiff by and through counsel, Dennis J. Stofko and files the following Preliminary Objections to Defendants' Counterclaim I and II.

1. This case arises out of a breach of contract entered into by Plaintiff and Defendants whereby the defendants were to manage and operate the Johnstown Chiefs. A copy of the said management agreement was attached to the complaint and is also attached hereto and marked as Exhibit A.
2. The plaintiff alleges that defendants had failed to pay vendors, professional services and other obligations required by the terms of the management agreement.
3. Plaintiff has also filed suit against the individual officers under the breach of fiduciary duty theories as well as alter ego.
4. Defendants have filed an answer and counterclaim to the plaintiff's complaint.

COUNT I - MOTION TO STRIKE

5. Paragraph 34 of the Counterclaim reads as follows:

"When the parties entered into the contractual(sic) agreement, Plaintiffs were to have transferred the management of the team to Defendants with no debt. Plaintiffs failed to pay in excess of \$195,000.00 of past due bills which were to be paid commensurate with the signing of the contract."

6. The Plaintiff avers that the defendants have failed to attach any contract or agreement that provides for the terms and conditions as stated in paragraph 34 as required by Pennsylvania R.C.P. 1019(i).

WHEREFORE, the Plaintiff respectfully requests your Honorable Court to dismiss the Counterclaim I or in the alternative to require the Defendants to file a more specific pleading.

COUNT II – MOTION TO STRIKE AND/OR MOTION FOR MORE SPECIFIC PLEADING

7. The Defendants in Counterclaim II-Libel and Slander aver that the Plaintiff made false statements in television interviews and newspapers implying that defendants were in default of the contract.

8. Paragraph 41 of the Counterclaim reads as follows:

“Plaintiffs knowingly and intentionally made false statements in television interviews and newspapers implying (sic) that Defendants were in default of the contract. Defendants were not in default of the contract and, in fact, it was Plaintiffs who were in default as a result of their refusal to pay past debts.”

9. The Defendants fail to specify the exact content of the purported libel and slander which plaintiff is being accused of.

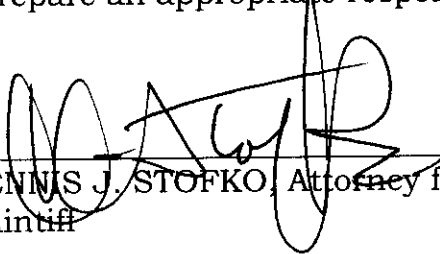
10. Furthermore, Paragraph 42 contains allegations that the plaintiff made false allegations to the National Hockey League Commission in an attempt to discredit defendants.

11. Paragraph 42 of the Counterclaim states:

“ Plaintiffs made false allegations to the National Hockey League Commission in an attempt to discredit Defendants and to stymie their attempts to purchase a National Hockey League Team.”

12. Again, said paragraph is devoid of any specific statements, phrases or words containing any libelous or slanderous statements.

WHEREFORE, the Plaintiff respectfully requests your Honorable Court to strike Defendants' counterclaim II or in the alternative require Defendants to file a more specific pleading so Plaintiff can prepare an appropriate response.



DENNIS J. STOFKO, Attorney for
Plaintiff

MANAGEMENT AGREEMENTFor theJOHNSTOWN CHIEFSOf theEAST COAST HOCKEY LEAGUE

This MANAGEMENT AGREEMENT is made and entered into effective this 15th day of July 2008 by and between _____ the owner of the Johnstown Chiefs of the East Coast Hockey League, hereinafter referred to as "CHIEFS", and Roustan United Inc., a Pennsylvania Corporation, hereinafter referred to "ROUSTAN".

RECITALS

WHEREAS, CHIEFS is the owner and operator of an East Coast Hockey League team know as the Johnstown Chiefs, which has training facilities and practices and plays at the Cambria County War Memorial located in Johnstown Pennsylvania; and.

WHEREAS, ROUSTAN is engaged and experienced in the ownership, management and operation of first-class quality ice skating rinks and related facilities in the United States and has substantial business expertise, contacts and experience in hockey industry related companies: and

WHEREAS, CHIEFS desires to retain ROUSTAN to manage and operate the Johnstown Chiefs, and ROUSTAN desires to manage and operate said Johnstown Chiefs.

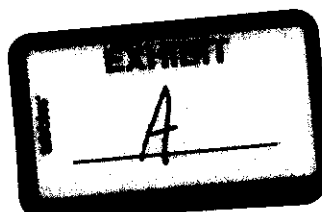
AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth herein above are true and accurate and constitute an integral part of this Agreement.

2. Parties. The parties to this Agreement, and their respective addresses and contact information are:

JOHNSTOWN CHIEFS
a Pennsylvania _____



Telephone:

Fax:

Attn: Neil Smith

"CHIEFS"

ROUSTAN UNITED, INC.

a Pennsylvania Corporation

195 Jari Drive

Johnstown, Pennsylvania 15904

Telephone: (814) 262.7313

Fax: (814) 262.7610

Attn: W. Graeme Roustan, President

"ROUSTAN"

3. Term. The term of this Agreement (the "Term") shall commence effective as of July 15, 2008, and continue thereafter for two (2) years, unless otherwise terminated as set forth herein.

4. Day-to-Day Management, Control and Operation of the Johnstown Chiefs. With respect to the day-to-day operation of the Johnstown Chiefs, it is the purpose and intent of this Agreement that CHIEFS turns over the total management, control and operation thereof to ROUSTAN, such that ROUSTAN shall control the day to day management and operation of the Johnstown Chiefs. Specifically:

4.1 ROUSTAN shall:

(i) Take over the day to day management, control and operation of the Johnstown Chiefs, in a professional and businesslike manner, consistent with the policies and practices of the East Coast Hockey League.

(ii) Employ sufficient qualified personnel who shall be responsible for carrying out ROUSTAN'S directions with regard to overall operations of the Johnstown Chiefs.

(iii) Establish business procedures for management and operation of the Johnstown Chiefs.

(iv) Establish accounting procedures in accordance with normal accounting procedures.

(v) Establish procedures for the purchase of and payment for supplies, equipment, uniforms, gear and other reasonable and necessary personal property for the

training, practice and playing of hockey. In connection herewith, ROUSTAN discloses that its principal has a financial interest in a hockey equipment manufacturer and supplier, and that ROUSTAN intends to purchase some, if not all, necessary hockey equipment from said company; provided, however, ROUSTAN shall obtain the most favorable prices and terms for said hockey equipment. To the extent there is or may be a conflict in regard to such purchases, CHIEFS hereby waives such conflict.

(vi) Initiate advertising, marketing and promotion for the Johnstown Chiefs, the costs of which, including all related supplies and services, are to be charged as an operating cost of the Johnstown Chiefs.

(vii) Initiate preparation of and establish the annual capital budget and the annual budget for operation of the Johnstown Chiefs and any amendments or modifications thereto. It is the intention of the parties that the operating budget for operation of the Johnstown Chiefs be adequate for the normal operation of similar East Coast Hockey League teams.

(viii) Review and analyze the Johnstown Chiefs present home arena, and make such changes as ROUSTAN deems necessary, if any, to provide a quality facility for the Johnstown Chiefs, including whether the Johnstown Chiefs will relocate.

(ix) Consult with CHIEFS at such times as ROUSTAN deems appropriate.

(x) Consult with the CHIEFS regarding the maintenance of insurance pursuant hereto.

4.2 All costs and expenses, and all net losses, incurred in the day to day management, control and operation of the Johnstown Chiefs from and after the effective date shall be the responsibility of, and paid for by, ROUSTAN. This obligation shall survive the termination of this Agreement, subject to reimbursement as set forth in Paragraph 14, below.

4.3 Should the gross receipts derived from the operation of the Johnstown Chiefs exceed the day to day management, control and operational expenses of the Johnstown Chiefs, the excess or net profit, shall be retained by ROUSTAN. The term "net profits" of the Johnstown Chiefs is defined for purposes of this Agreement to mean the gross receipts of the Johnstown Chiefs as defined in paragraph 4.2 above, less an amount equal to the sum of the costs incurred in the day to day management, control and operation of the Johnstown Chiefs.

4.4 It is understood and agreed by the parties to this Agreement that each desires that each Johnstown Chiefs shall be operated in a high - quality manner.

4.5 ROUSTAN shall discharge all obligations as employer of its respective employees imposed by any law, ordinance, regulation, order and applicable collective bargaining agreement, now or hereafter in force, including but not limited to taxes,

unemployment compensation, insurance, disability insurance, social security, pension and welfare, workers compensation and like obligations, and each will complete all returns and reports and pay all assessments, taxes, contributions and other sums required of employers in connection therewith.

5. Operating Procedures. ROUSTAN agrees that it will conduct the day-to-day operations of the Johnstown Chiefs in accordance with methods, procedures and rules of operation generally established for other East Coast Hockey League teams, and the applicable rules, regulations, ordinances, municipal codes and other applicable laws governing the physical facilities which the Johnstown Chiefs use.

6. Contracts. All contracts for the Johnstown Chiefs will be entered into in CHIEFS' name and CHIEFS hereby authorizes ROUSTAN to negotiate, enter into and execute any such contracts or agreements for and on behalf of the CHIEFS. Specifically, and without implying any limitations, CHIEFS authorizes ROUSTAN to sign and issue purchase orders on behalf of CHIEFS in the regular course of managing and operating the Johnstown Chiefs, provided that the items to be covered by such purchase orders are within the limitation of the approved budget or are otherwise specifically approved by CHIEFS. ROUSTAN will have no liability for any contracts or commitments entered into by CHIEFS in the name of CHIEFS or in any other name.

7. Indemnification, Hold Harmless, Insurance.

7.1 CHIEFS shall indemnify and hold ROUSTAN harmless from all claims, judgments, costs and expense, including reasonable attorneys fees, arising out of or resulting from any breach or alleged breach by CHIEFS of any representation, warranty or covenant of CHIEFS hereunder, or the exercise of any rights, licenses or privileges granted hereunder, unless such claim, judgment, cost and expense shall be caused by the negligence of ROUSTAN, its agents or employees.

7.2 ROUSTAN will secure and maintain a policy of comprehensive public liability insurance, the cost of which to be paid as an expense of CHIEFS, including coverage for personal injuries, property damage, product liability and food poisoning, with reasonable industry standard coverage and limits.

7.3 ROUSTAN will cause CHIEFS to be named as an additional insured on said policy or policies and will require the insurance company issuing said policy or policies to deliver a certificate thereof to CHIEFS prior to the opening, which certificate will provide that said policy will not be canceled or reduced without thirty (30) days notice to CHIEFS.

7.4 Each party shall indemnify and hold the other harmless from all claims, judgments, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from the exercise of any acts or negligence of such indemnifying party hereunder. Proof that ROUSTAN has prepaid policies of comprehensive public liability insurance in amounts equal to subsections (i) through (vi) of section (b) of this paragraph 10 shall be

submitted to CHIEFS annually and any time upon written request.

8. Relationship of Parties. It is not the intention of the parties to this agreement to create a partnership, joint venture or employment relationship or an agency or employment duty, obligation or liability between CHIEFS and ROUSTAN.

9. Representations and Warranties of CHIEFS. As a material inducement to ROUSTAN entering into this agreement, CHIEFS represents and warrants to ROUSTAN that:

9.1 CHIEFS has the full right, power and authority to enter into and perform this Agreement. During the Term hereof, CHIEFS has an exclusive right to operate each Johnstown Chiefs, and the unlimited right to contract ROUSTAN to render the managing and operational services required by ROUSTAN hereunder.

9.2 CHIEFS now has and during the Term of this agreement will continue to maintain the same and all personal property therein contained.

9.3 ROUSTAN shall not be responsible for any debt relating or pertaining to the ownership, management or operation of the Johnstown Chiefs as of the effective date. CHIEFS have paid, or provided for payment of, all pre-existing debt of the Johnstown Chiefs as of the effective date hereof, such that at the time that ROUSTAN takes over the day-to-day management of the Johnstown Chiefs, there is no existing debt encumbering any asset or property of the Johnstown Chiefs or for which the Johnstown Chiefs or ROUSTAN would be liable. Should there be any claim or demand made on ROUSTAN, or any of the Johnstown Chiefs' assets or property for any debt whatsoever which was known or in existence at the time of the effective date, ROUSTAN shall immediately notify CHIEFS of such claim or demand, and CHIEFS shall immediately pay or otherwise provide for the payment or retirement of such claim, demand or debt, and shall indemnify, defend and hold ROUSTAN harmless therefrom. Specifically, and without limiting the foregoing, CHIEFS have retired the outstanding debt of approximately fifty-five thousand dollars (\$55,000.00) to the Colorado Avalanche, and there are no other outstanding debts or payments due to the Colorado Avalanche.

Additionally, there is no outstanding contract, claim lien, action or litigation, either pending or threatened, or any commitment or arrangement which is or maybe in conflict with this Agreement, or which in any way may limit, restrict, impair or interfere with ROUSTAN'S rights or the performance of ROUSTAN'S obligations hereunder. CHIEFS will not henceforth do or permit any act or thing by which any of ROUSTAN'S rights herein granted will or may be in any way limited, restricted, impaired or interfered with. All rights herein granted ROUSTAN in and to the Johnstown Chiefs are and will be free and clear of liens and encumbrances of every kind and character.

9.4 The persons signing this Agreement on CHIEFS behalf represent and warrant, separate and apart from CHIEFS' representations and warranties, that they have the authority to execute this agreement for and on behalf of CHIEFS.

9.5 Neither CHIEFS nor ROUSTAN makes any warranty or representation to the other that there will be any gross receipts or "net profits" from the Johnstown Chiefs. Neither CHIEFS nor ROUSTAN will make any claim or commence any action or proceeding against the party for any alleged failure to use said best efforts.

10. Books and Records.

10.1 Both parties will, for three (3) years after the end of each calendar year, maintain the applicable records and books reflecting the operations of the Johnstown Chiefs for that year, the gross receipts and expense of said business and will keep said records and books open for inspection by the other party during business hours at the place where such records and books are maintained.

11. Related Agreements. The parties hereto have entered into an Option Agreement of even date hereof, which Option Agreement grants ROUSTAN, or ROUSTAN's assignee and/or nominee, the right to purchase the Johnstown Chief pursuant to certain terms and conditions set forth therein for Four Hundred Thousand Dollars (\$400,000.00) on or before July 14, 2010. Further, said Option Agreement attaches as an exhibit thereto the form of the Purchase and Sale Agreement for the Johnstown Chiefs, should ROUSTAN exercise its option. Each of said Option and Purchase and Sale Agreements is a related agreement to this Agreement, with corresponding rights and obligations arising between the related agreements which arise upon the occurrence of certain events. As such, the rights and obligations of the parties hereto concerning payment of expenses, termination, and certain notices to the East Coast Hockey League are affected as follows:

11.1 Should ROUSTAN exercise its Option to purchase the Johnstown Chiefs, then the repayment of expenses incurred by ROUSTAN during its management of the Johnstown Chiefs shall be governed by the Purchase and Sale Agreement. Should ROUSTAN not exercise its Option or, having exercised its Option, not close on the acquisition of the Johnstown Chiefs pursuant to the Purchase and Sale Agreement, then the repayment of expenses upon the termination of this Agreement shall be governed as set forth in Paragraph 13.2 below.

11.2 Should ROUSTAN exercise its Option and close on the purchase of the Johnstown Chiefs, then this Agreement, and the obligations of the parties set forth herein, shall terminate upon the close of ROUSTAN's purchase.

11.3 So long as ROUSTAN still maintains a right to exercise its Option, CHIEFS shall meet and confer with ROUSTAN with regard to any the giving of any notice to the East Coast Hockey League regarding relocating the Johnstown Chiefs, having the team go dormant or any other notice. CHIEFS shall not provide any notice to the East Coast Hockey League without the written consent of ROUSTAN to the content of such notice. In connection with giving any such notices to the East Coast Hockey League, ROUSTAN shall notify CHIEFS on or before December 31 of each year during the term of this Agreement:

- (i) Whether ROUSTAN will continue to manage the

Johnstown Chiefs during the upcoming East Coast Hockey League season, starting in September of the following year; and

(ii) Whether ROUSTAN will be relocating the home arena of the Johnstown Chiefs for the upcoming East Coast Hockey League season; provided, however, that ROUSTAN shall not have the right to relocate the Johnstown Chiefs further than one hundred (100) miles from its present home arena.

12. Confidentiality. The terms of this Agreement and all information, deposits and plans furnished by ROUSTAN are confidential and shall not at any time be disclosed or used by CHIEFS in any manner whatsoever, except as required for financing purposes of CHIEFS. The provisions of this paragraph shall survive the expiration or sooner termination of this agreement.

13. Termination.

13.1 This Agreement shall terminate on the earlier to occur of:

- (i) Two (2) years after the effective date;
- (ii) ROUSTAN closing on the purchase of the Johnstown Chiefs;
- (iii) The parties mutually agreeing to have the Johnstown Chiefs go dormant;
- (iv) The giving of a notice of uncured default (as set forth in Paragraph 15, below) by one party to the other;

(v) Up to and including October 31, 2008, ROUSTAN shall have a one time only right to terminate this Agreement thirty (30) days after ROUSTAN has giving written notice of termination of this Agreement to CHIEFS. Should ROUSTAN give such a written notice of termination, ROUSTAN shall nevertheless continue to fulfill its obligations as manager during said thirty (30) days. If this right to terminate is not exercised by ROUSTAN in writing on or before October 31, 2008, is shall automatically lapse; or

(vi) The mutual written agreement of the parties.

14. Rights upon Termination. Upon termination, the parties shall have the following rights, which shall survive the termination of this Agreement:

14.1 Should this Agreement be terminated for any cause other than pursuant to subparagraph 13.1 (ii), then upon such termination ROUSTAN shall initially be responsible for any debt relating or pertaining to the management or operation of the Johnstown Chiefs from and after the effective date to and including the date of termination, subject to

ROUSTAN'S right to reimbursement as more fully set forth in subparagraphs 14.2 and 14.3, below. Should there be any claim or demand made on CHIEFS, or any of the Johnstown Chiefs' assets or property for any debt whatsoever which was incurred during the management of the Johnstown Chiefs by Roustan, CHIEFS shall immediately notify ROUSTAN of such claim or demand, and ROUSTAN shall immediately pay or otherwise provide for the payment or retirement of such claim, demand or debt, and shall indemnify, defend and hold CHIEFS harmless therefrom.

14.2 Should CHIEFS sell, transfer or otherwise divest itself from ownership of the Johnstown Chiefs, either in whole or in part, to a third party after termination of this Agreement, then upon such sale, transfer or divestiture, CHIEFS shall be entitled to retain the first four hundred thousand dollars (\$400,000.00) of net sellers proceeds derived therefrom (sales proceeds to be subject to deduction only for the reasonable and necessary costs and expenses of sale); thereafter, ROUSTAN shall be entitled to receive the next available net sellers proceeds up to the amount of any unreimbursed expenses which were incurred by ROUSTAN during its management of the Johnstown Chiefs pursuant to this Agreement; and after ROUSTAN being so reimbursed, any remaining net sellers proceeds shall be paid to the CHIEFS. CHIEFS shall notify ROUSTAN in writing of the sale of the CHIEFS not less than thirty (30) days prior to the expected closing of such sale to allow ROUSTAN an opportunity to submit its unreimbursed expenses for payment. Should ROUSTAN submit any such claim for payment of unreimbursed expenses, such claim shall clearly identify the nature and extent of the claimed expenses, and shall be accompanied by documentation supporting the claim. Should CHIEFS dispute the claim as containing any improper request for payment of unreimbursed expenses, CHIEFS shall so notify ROUSTAN, and the parties shall meet in an effort to resolve the dispute.

14.3 Should CHIEFS relocate the Johnstown Chiefs without selling, transferring or otherwise divesting itself of any interest therein, then any unreimbursed expenses due to ROUSTAN shall be carried on the accounts of the Johnstown Chiefs as an interest free debt due to ROUSTAN, payable upon the eventual sale of the Johnstown Chiefs, in the manner as set forth in subparagraph 14.2, above.

15. Default. If either party to this Agreement fails to make any payment when due, or shall be in breach or be in default in the performance of any other material term, condition or covenant contained herein, and shall fail to cure, correct or remedy said breach or default in the performance or such payment obligation or other material term, condition or covenant within twenty (20) days after written notice to the defaulting party of said breach or default, or if at any time CHIEFS shall fail to pay all pre-existing expenses of the Johnstown Chiefs or as otherwise approved by CHIEFS as and when due, then in any of said events, the other party, in addition to such other rights or remedies which the other party may have at law or in equity or otherwise under this Agreement, may elect to terminate this Agreement; provided, however, that such termination shall not affect either party's right to or interest in payments due to it at the time of such termination.

16. Assignment. Neither this Agreement nor any part of or all of the rights

granted to either party hereunder may be assigned by CHIEFS or ROUSTAN; except that ROUSTAN may assign the same to any corporation controlling, controlled by or under common control with ROUSTAN, or with or into which ROUSTAN may be merged or consolidated or acquiring stock and/or assets of ROUSTAN.

17. Force Majeure. In the event the performance by either party of any of its obligations hereunder is delayed or prevented by reason of an act of God, stormy or inclement weather, earthquake, strike, labor dispute, boycott, lockout or other like defensive action by such party, inability to obtain labor or materials, governmental restrictions, rules, regulations, orders or decrees, riot, insurrection, war, catastrophe, casualty, act of the public enemy or any other cause, whether similar or dissimilar, beyond any reasonable control of the party from whom such performance is due, performance during such period or periods shall be excused and will not constitute a default hereunder, and the period of commencement or completion of performance shall, if weather permits, be extended for a period equal to the period during the performance is so delayed. In no event shall any Force Majeure excuse CHIEFS from the reimbursement of expenses.

18. Notices. Any notice by either party to the other shall be either personally delivered, sent via a nationally recognized overnight delivery service or sent by a registered or certified postpaid envelope to the recipient at the address set forth for said party in paragraph 2 herein above, as the case may be, or at such other address and to the attention of such person as the parties may designate by like notice hereunder. All such notices shall be deemed received on a day of actual delivery.

19. Attorneys' Fees. In the event CHIEFS or ROUSTAN shall commence or become a party to any proceedings required to enforce against the other respective rights or interests under this Agreement, the party prevailing in such proceeding shall be entitled to recover from the other reasonable attorneys' fees incurred by the prevailing party in connection with the enforcement of such rights and interests.

20. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction in a final judgment to be void, illegal or unenforceable, such provision shall be deemed severable from the remainder of this Agreement, which shall continue in full force and effect.

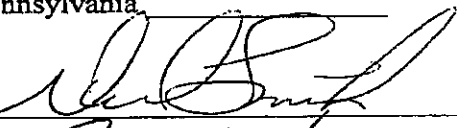
21. Miscellaneous. This Agreement contains the full and complete understanding between ROUSTAN and CHIEFS concerning the subject matter of this contract, and supersedes any prior agreements or understanding, whether written or oral, pertaining to said subject matter. This Agreement may not be modified except by a written instrument signed by the party to be charged. Each party acknowledges that no representation or promise not expressly contained in this Agreement has been made by the other party or any of its agents, employees or representatives. This Agreement is entered into and shall in all respects be subjects to and construed in accordance with the laws of the State of Pennsylvania applicable to agreements entered into and to be performed wholly in the State of Pennsylvania.

CHIEFS:

Date: 7/15/08

JOHNSTOWN CHIEFS

A Pennsylvania


By: 
Title: President

ROUSTAN:

Date: 7/21/08

ROUSTAN UNITED, INC

a Pennsylvania Corporation

By: 
W. GRAEME ROUSTAN
President

STOFKO LAW OFFICES

DENNIS J. STOFKO
MATTHEW C. MOORE

969 EISENHOWER BOULEVARD, SUITE E
P.O. BOX 5500
JOHNSTOWN, PENNSYLVANIA 15904

TELEPHONE 814-262-0064 or 814-262-0615
FAX 814-262-0905
E-MAIL stofkoesq@stofkolaw.com

June 30, 2010

Ms. Patty Berkebile
Prothonotary
Cambria County Courthouse
200 S. Center Street
Ebensburg, Pennsylvania 15931

Re: Chiefs vs. Roustan, et al.
No. 2010-488

Dear Ms. Berkebile:

I enclose herewith for filing Plaintiff's Preliminary Objections to Defendant's Counterclaim.

By copy, I am forwarding same to counsel of record.

Thank you for your cooperation.

Sincerely,


Dennis J. Stofko

DJS/dd
Enclosure
cc: Kevin Rozich, Esquire
Mr. Neil Smith

IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

DEFENDANTS ANSWERS TO
COMPLAINT AND DEFENDANTS
COUNTER CLAIM

Counsel of Record for Defendants
Kevin J. Rozich, Esquire
ABOOD, RUSSELL, PAPPAS & ROZICH
South Street Station Professional Building
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901
(814) 535-6751
arpr@atlanticbb.net

PA ID#: 37494

FILED FOR RECORD
2010 JUN 29 AM 10:21
CLERK OF COURT
CAMBRIA COUNTY, PA

**IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA**

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

**DEFENDANTS ANSWER TO COMPLAINT AND
DEFENDANTS COUNTER CLAIM**

NOW COME, Defendants, Roustan United, Inc., a Pennsylvania Corporation, Arena United, Inc., a Pennsylvania Corporation, Roustan Planet Ice, a Pennsylvania Corporation, W. Graeme Roustan, Individually and Scott Branovan, Individually, by and through their counsel, Kevin J. Rozich, Esquire, and *ABOOD, RUSSELL, PAPPAS & ROZICH*, and sets forth the following Answers to Complaint:

1. ADMITTED.

2. ADMITTED IN PART, DENIED IN PART. It is admitted that Defendant, Roustan United, Inc., is a Pennsylvania Corporation. It is denied that the Defendant has offices located at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

3. ADMITTED IN PART, DENIED IN PART. It is admitted that Defendant, Arena United, Inc., was a Pennsylvania Corporation with offices located at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania. It is denied that the Defendant, Arena United, Inc., has offices located at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

4. DENIED.

5. ADMITTED IN PART, DENIED IN PART. It is admitted that Defendant, Roustan United, LLC, was a Pennsylvania limited liability corporation having offices at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania. It is denied that Defendant, Roustan United, LLC, has offices at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

6. ADMITTED IN PART, DENIED IN PART. It is admitted that Defendant, W. Graeme Roustan, is an adult individual. It is denied that Defendant, W. Graeme Roustan, has an office at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

7. ADMITTED IN PART, DENIED IN PART. It is admitted that Defendant Scott Branovan is an adult individual. It is denied that Defendant, Scott Branovan, has an office at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

9. ADMITTED IN PART, DENIED IN PART. It is admitted that at one time the above-referenced corporations retained offices at the same location. In all other respects, the allegations contained in paragraph 9 are denied and strict proof of the same is demanded at the time of trial. By way of further answer, the allegations contained in paragraph 9 are conclusions of law and, pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 9 are not conclusions of law, and by way of further answer, Defendants state and aver that Defendants deny the allegations contained therein and strict proof of the same is demanded at the time trial.

10. DENIED. The allegations contained in paragraph 10 of Plaintiff's Complaint are conclusions of law and, pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 10 are not conclusions of law and, by way of further answer, Defendants state and aver that the activity and conduct of the above-named corporations were not, in fact, the activity and conduct directly attributable to Defendant W. Graeme Roustan and Defendant Scott Branovan and strict proof to the contrary is demanded at the time of trial.

COUNT I - BREACH OF CONTRACT

11. Paragraphs 1 through 10 of the foregoing Answer to Plaintiffs Complaint are incorporated herein by reference as though set forth more fully at length herein.

12. ADMITTED IN PART, DENIED IN PART. To the extent that the allegations contained in paragraph 12 of Plaintiff's Complaint quote language from the agreement, a copy of which is attached to Plaintiffs Complaint as Exhibit B, the same is admitted as the document speaks for itself. By way of further answer, in all other respects, to the extent that the allegations contained therein are conclusions of law, the same are denied and strict proof to the contrary is demanded at the time of trial.

13. ADMITTED IN PART, DENIED IN PART. To the extent that the allegations contained in paragraph 13 of Plaintiff's Complaint quote language from the agreement, a copy of which is attached to Plaintiffs Complaint as Exhibit B, the same is admitted as the document speaks for itself. By way of further answer, in all other respects, to the extent that the allegations contained therein are conclusions of law, the same are denied and strict proof to the contrary is demanded at the time of trial.

14. ADMITTED IN PART, DENIED IN PART. To the extent that the allegations contained in paragraph 14 of Plaintiff's Complaint quote language from the agreement, a copy of which is attached to Plaintiffs Complaint as Exhibit B, the same is admitted as the document speaks for itself. By way of further answer, in all other respects, to the extent that the allegations contained therein are conclusions of law, the same are denied and strict proof to the contrary is demanded at the time of trial.

15. ADMITTED IN PART, DENIED IN PART. To the extent that the allegations contained in paragraph 15 of Plaintiff's Complaint quote language from the agreement, a copy of which is attached to Plaintiffs Complaint as Exhibit B, the same is admitted as the document speaks for itself. By way of further answer, in all other respects, to the extent that the allegations contained therein are conclusions of law, the same are denied and strict proof to the contrary is demanded at the time of trial.

16. DENIED. The allegations contained in paragraph 16 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 16 are not conclusions of law and, by way of further answer, Defendants state and aver that they have complied with the contract between the parties and strict proof to the contrary is demanded at the time of trial.

17. DENIED. The allegations contained in paragraph 17 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 17 are not conclusions of law and, by way of further answer, Defendants state and aver that they have complied with the contract between the parties and strict proof to the contrary is demanded at the time of trial.

18. DENIED. The allegations contained in paragraph 18 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 18 are not conclusions of law and, by way of further answer, Defendants state and aver that they have complied with the contract between the parties and strict proof to the contrary is demanded at the time of trial.

19. DENIED. The allegations contained in paragraph 19 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 19 are not conclusions of law and, by way of further answer, Defendants state and aver that they have complied with the contract between the parties and strict proof to the contrary is demanded at the time of trial.

20. DENIED. The allegations contained in paragraph 20 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 20 are not conclusions of law and, by way of further answer, Defendants state and aver that they have complied with the contract between the parties and strict proof to the contrary is demanded at the time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint and/or to otherwise hold in favor of Defendants against Plaintiff and for such other further relief as this Honorable Court deems necessary, equitable and appropriate.

COUNT II - BREACH OF FIDUCIARY DUTY

21. Paragraphs 1 through 20 of the foregoing Answer to Plaintiffs Complaint are incorporated herein by reference as though set forth more fully at length herein.

22. DENIED. The allegations contained in paragraph 22 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 22 are not conclusions of law and, by way of further answer, Defendants specifically deny the same and strict proof to the contrary is demanded at the time of trial.

23. DENIED. The allegations contained in paragraph 23 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 23 are not conclusions of law and, by way of further answer, Defendants specifically deny the same and strict proof to the contrary is demanded at the time of trial.

24. DENIED. The allegations contained in paragraph 24 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 24 are not conclusions of law and, by way of further answer, Defendants specifically deny the same and strict proof to the contrary is demanded at the time of trial.

25. DENIED. The allegations contained in paragraph 25 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 25 are not conclusions of law and, by way of further answer, Defendants specifically deny the same and strict proof to the contrary is demanded at the time of trial.

26. DENIED. The allegations contained in paragraph 26 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 26 are not conclusions of law and, by way of further answer, Defendants specifically deny the same and strict proof to the contrary is demanded at the time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint and/or to otherwise hold in favor of Defendants against Plaintiff and for such other further relief as this Honorable Court deems necessary, equitable and appropriate.

COUNT III

27. Paragraphs 1 through 26 of the foregoing Answer to Plaintiffs Complaint are incorporated herein by reference as though set forth more fully at length herein.

28. DENIED. The allegations contained in paragraph 28 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 28 are not conclusions of law and, by way of further answer, Defendants state and aver that they are not personally liable for Plaintiff's losses and strict proof to the contrary is demanded at the time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint and/or to otherwise hold in favor of Defendants against Plaintiff and for such other further relief as this Honorable Court deems necessary, equitable and appropriate.

COUNT IV

29. Paragraphs 1 through 28 of the foregoing Answer to Plaintiffs Complaint are incorporated herein by reference as though set forth more fully at length herein.

30. DENIED. The allegations contained in paragraph 30 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 30 are not conclusions of law and, by way of further answer, Defendant Corporations state and aver that they are not personally liable for Plaintiff's losses and strict proof to the contrary is demanded at the time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint and/or to otherwise hold in favor of Defendant Corporations against Plaintiff and for such other further relief as this Honorable Court deems necessary, equitable and appropriate.

COUNT V

31. Paragraphs 1 through 30 of the foregoing Answer to Plaintiffs Complaint are incorporated herein by reference as though set forth more fully at length herein.

32. DENIED. The allegations contained in paragraph 32 are conclusions of law and pursuant to the Pennsylvania Rules of Civil Procedure, no answer is required to be filed. In the event that it is determined that the allegations contained in paragraph 32 are not conclusions of law and, by way of further answer, Defendant Corporations state and aver that they are not personally liable for Plaintiff's losses and strict proof to the contrary is demanded at the time of trial.

WHEREFORE, Defendants respectfully request this Honorable Court dismiss Plaintiff's Complaint and/or to otherwise hold in favor of Defendant Corporations against Plaintiff and for such other further relief as this Honorable Court deems necessary, equitable and appropriate.

COUNTERCLAIM I - BREACH OF CONTRACT DEFENDANTS V. CHIEFS PROFESSIONAL HOCKEY, LLC, t/d/b/a JOHNSTOWN CHIEFS, and, PRESIDENT, NEIL SMITH

33. Defendants hereby incorporate paragraphs one through thirty-two by reference as though set forth more fully at length herein.

34. When the parties entered into the contractual agreement, Plaintiffs were to have transferred the management of the team to Defendants with no debt. Plaintiffs failed to pay in excess of \$195,000.00 of past due bills which were to be paid commensurate with the signing of the contract.

35. Despite repeated demands, Plaintiffs failed to satisfy the prior debt.

36. Plaintiffs unlawfully cancelled the management contract in order to obtain the demurrers to pay Plaintiffs old debts which were to be paid at the signing of the contract.

37. Plaintiffs unlawfully cancelled the contract in order to avoid opting to buy the team.

38. Plaintiffs cancelled the contract by selling the team, the profit without first offering the purchase of the team to the Defendants.

39. Defendants aver that as a result of the Plaintiffs wrongful termination of the contract, that they will suffer loss of revenue into the future.

WHEREFORE, Defendants respectfully request judgment in their favor and against Plaintiffs for an amount in excess of the arbitration limits set forth by this Honorable Court plus reasonable attorneys fees and costs. A jury trial is demanded.

**COUNTERCLAIM II - LIBEL AND SLANDER
DEFENDANTS V. CHIEFS PROFESSIONAL HOCKEY, LLC,
t/d/b/a JOHNSTOWN CHIEFS, and PRESIDENT, NEIL SMITH**

40. Defendants hereby incorporate paragraphs one through thirty nine by reference as though set forth in their entirety.

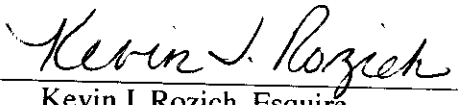
41. Plaintiffs knowingly and intentionally made false statements in television interviews and newspapers implying that Defendants were in default of the contract. Defendants were not in default of the contract and, in fact, it was Plaintiffs who were in default as a result of their refusal to pay past debts.

42. Plaintiffs made false allegations to the National Hockey League Commission in an attempt to discredit Defendants and to stymie their attempts to purchase a National Hockey League Team.

WHEREFORE, Defendants respectfully request judgment in their favor and against Plaintiffs for an amount in excess of the arbitration limits set forth by this Honorable Court plus applicable punitive damages and reaonable attorneys fees and costs. A jury trial is demanded.

Respectfully submitted,

ABOOD, RUSSELL, PAPPAS & ROZICH

By 
Kevin J. Rozich, Esquire
Attorneys for Defendants
South Street Station Professional Bldg.
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901

PA ID#: 37494

IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

CERTIFICATE OF SERVICE

I hereby certify that on the 28th day of June, 2010, a true and correct copy of
Defendants Answers to Complaint and Defendants Counter Claim were served as follows:

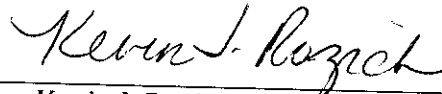
By Regular Mail:

Ms. Patty Berkebile, Prothonotary (Original and 1)
Cambria County Courthouse
200 South Center Street
Ebensburg, Pennsylvania 15931

Dennis J. Stofko, Esquire (1)
Stofko Law Offices
969 Eisenhower Boulevard
Post Office Box 5500
Johnstown, Pennsylvania 15904

ABOOD, RUSSELL, PAPPAS & ROZICH

By



Kevin J. Rozich, Esquire
Attorneys for Defendants
South Street Station Professional Bldg.
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901

PA ID#: 37494

LAW OFFICES
ABOOD, RUSSELL, PAPPAS & ROZICH

SOUTH STREET STATION PROFESSIONAL BUILDING

709 FRANKLIN STREET, SUITE 200

JOHNSTOWN, PENNSYLVANIA 15901

CARAM J. ABOOD
RICHARD J. RUSSELL
JAMES PAPPAS
KEVIN J. ROZICH

June 28, 2010

AREA CODE 814
535-6751

MICHAEL T. CRUM

FAX 539-6802

Ms. Patty Berkebile, Prothonotary
Cambria County Courthouse
200 South Center Street
Ebensburg, Pennsylvania 15931

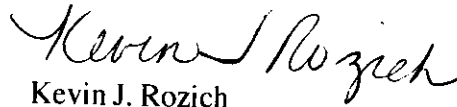
Re: Chiefs Professional et al.
Vs: Roustan United, Inc. et al.
No.: 2010-488

Dear Ms. Berkebile:

Enclosed please find the original and one (1) copy of Defendants Answers to Complaint and Defendants Counter Claim in the above-captioned matter. Please time-stamp and return one (1) copy of the same to my offices in the envelope provided. All parties in interest have been provided a copy of the same.

Thank you for your attention.

Sincerely,


Kevin J. Rozich

KJR:baj

Enclosures

cc: Dennis J. Stofko, Esquire
David La Salle, Esquire

IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

PRAECIPE TO ENTER APPEARANCE

Filed on behalf of Defendants
Kevin J. Rozich, Esquire
ABOOD, RUSSELL, PAPPAS & ROZICH
South Street Station Professional Building
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901
(814) 535-6751
arpr@atlanticbb.net

PA ID#: 37494

FILED FOR RECORD

2010 JUN 25 AM 10:21

CLERK OF COURT
CAMBRIA COUNTY, PA

DM

**IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA**

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

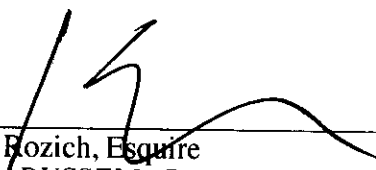
Defendants.

CIVIL ACTION - LAW

No.: 2010-488

PRAECIPE TO ENTER APPEARANCE

Please enter my appearance on behalf of the Defendants in the above-captioned
matter.



Kevin J. Rozich, Esquire
ABOOD, RUSSELL, PAPPAS & ROZICH
South Street Station Professional Building
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901
arpr@atlanticbb.net
814-535-6751

PA ID#: 37494

IN THE COURT OF COMMON PLEAS OF
CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL HOCKEY,
LLC, t/d/b/a JOHNSTOWN CHIEFS,

Plaintiff,

v.

ROUSTAN UNITED, INC., a
Pennsylvania Corporation, ARENA
UNITED, INC., a Pennsylvania
Corporation, ROUSTAN PLANET ICE,
a Pennsylvania Corporation, W. GRAEME
ROUSTAN, Individually, and SCOTT
BRANOVAN, Individually,

Defendants.

CIVIL ACTION - LAW

No.: 2010-488

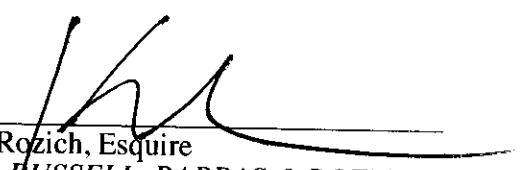
CERTIFICATE OF SERVICE

AND NOW, this 24th day of June, 2010, I hereby certify that a true and correct
copy of the Praecipe to Enter Appearance was served as follows:

By Regular Mail:

Ms. Patty Berkebile, Prothonotary
Cambria County Courthouse
200 South Center Street
Ebensburg, Pennsylvania 15931

Dennis J. Stofko, Esquire
Stofko Law Offices
969 Eisenhower Boulevard
Post Office Box 5500
Johnstown, Pennsylvania 15904


Kevin J. Rozich, Esquire
ABOOD, RUSSELL, PAPPAS & ROZICH
South Street Station Professional Building
709 Franklin Street, Suite 200
Johnstown, Pennsylvania 15901

IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL
HOCKEY, LLC, t/d/b/a
JOHNSTOWN CHIEFS,

Plaintiff

vs.

No. 2010-

488

ROUSTAN UNITED INC., a
Pennsylvania Corporation,
ARENA UNITED, INC., a
Pennsylvania corporation,
ROUSTAN PLANET ICE,
a Pennsylvania Corporation,
ROUSTAN ICE, LLC, a
Pennsylvania Corporation,
W. GRAEME ROUSTAN,
individually, and SCOTT
BRANOVAN, individually,

Defendants

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any claim or relief requested by the plaintiffs. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Laurel Legal Services, Inc.
225-227 Franklin Street
Ste. 400 Franklin Ctr.
Johnstown, Pa. 15901
814 536-8917

RECEIVED
FBI 1:25
4

IN THE COURT OF COMMON PLEAS OF CAMBRIA COUNTY, PENNSYLVANIA

CHIEFS PROFESSIONAL
HOCKEY, LLC, t/d/b/a
JOHNSTOWN CHIEFS,

Plaintiff

vs.

No. 2010-

COMPLAINT

ROUSTAN UNITED INC., a
Pennsylvania Corporation,
ARENA UNITED, INC., a
Pennsylvania corporation,
ROUSTAN PLANET ICE,
a Pennsylvania Corporation,
ROUSTAN ICE, LLC, a
Pennsylvania Corporation,
W. GRAEME ROUSTAN,
individually, and SCOTT
BRANOVAN, individually,

Defendants

Counsel of record for Plaintiff:
Dennis J. Stofko, Esquire
P.O. Box 5500
Johnstown, Pa. 15904
814 262-0064
ID 27638

COMPLAINT

NOW COMES the Plaintiff, Chiefs Professional Hockey, LLC t/d/b/a Johnstown Chiefs, by and through counsel, Dennis J. Stofko, and files the following Complaint.

1. Plaintiff, Chiefs Professional Hockey, LLC t/d/b/a Johnstown Chiefs is a Pennsylvania limited liability company having offices at 326 Napoleon Street, Johnstown, Cambria County, Pennsylvania.
2. Defendant Roustan United Inc. is a Pennsylvania corporation having offices at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.
3. Defendant Arena United Inc. is a successor corporation to Defendant Roustan United Inc. (See copy of Articles of Amendment attached hereto and marked as Exhibit A) having its principal place of business at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.
4. Defendant Roustan Planet Ice is a Pennsylvania corporation having its principal place of business at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.
5. Defendant Roustan Ice LLC is a Pennsylvania limited liability corporation having its principal place of business at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

6. Defendant W. Graeme Roustan is an adult individual having an office at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

7. Defendant Scott Branovan is an adult individual having an office at 195 Jari Drive, Johnstown, Cambria County, Pennsylvania.

9. The above mentioned corporations maintained the same offices, same activities and is only a facade for the activities of W. Graeme Roustan who is in fact the corporate alter ego.

10. The Plaintiff avers that the activity and conduct of the above named corporations were in fact the activity and conduct directly attributed to Defendant W. Graeme Roustan and Defendant Scott Branovan.

COUNT I – BREACH OF CONTRACT

CHIEFS PROFESSIONAL HOCKEY, LLC t/d/b/a JOHNSTOWN CHIEFS
vs.
DEFENDANTS

11. Plaintiff incorporates herein paragraphs 1 through 10 as if the same were here set forth at length.

12. On or about July 21, 2008 the plaintiff and defendant entered into a management agreement whereby the defendant, Roustan United Inc. was obligated, inter alia, to manage and operate the Johnstown Chiefs. A copy of said agreement is attached hereto and marked as Exhibit B.

13. The agreement provided, inter alia, that the defendant, Roustan

United Inc. was to do the following:

"4.1 ROUSTAN shall:

- (i) Take over the day to day management, control and operation of the Johnstown Chiefs, in a professional and businesslike manner, consistent with the policies and practices of the East Coast Hockey League.
- (ii) Employ sufficient qualified personnel who shall be responsible for carrying out ROUSTAN'S directions with regard to overall operations of the Johnstown Chiefs.
- (iii) Establish business procedures for management and operation of the Johnstown Chiefs.
- (iv) Establish accounting procedures in accordance with normal accounting procedures.
- (v) Establish procedures for the purchase and payment for supplies, equipment, uniforms, gear and other reasonable and necessary personal property for the training, practice and playing of hockey. In connection herewith, ROUSTAN discloses that its principal has a financial interest in a hockey equipment manufacturer and supplier, and that ROUSTAN intends to purchase some, if not all, necessary hockey equipment from said company; provided, however, ROUSTAN shall obtain the most favorable prices and terms for said hockey equipment. To the extent there is or may be a conflict in regard to such purchases, CHIEFS hereby waives such conflict.
- (vi) Initiate advertising, marketing and promotion for the Johnstown Chiefs, the costs of which, including all related supplies and services, are to be charged as an operating cost of the Johnstown Chiefs.
- (vii) Initiate preparation of and establish the annual capital budget and the annual budget for operation of the Johnstown Chiefs and any amendments or modifications thereto. It is the intention of the parties that the operating budget for operation of the Johnstown Chiefs be adequate for the normal operation of similar East coast Hockey League teams.
- (viii) Review and analyze the Johnstown Chiefs present home arena, and make such changes as ROUSTAN deems necessary, if any, to provide a quality facility for the Johnstown Chiefs, including whether the Johnstown Chiefs will relocate.
- (ix) Consult with CHIEFS at such times as ROUSTAN deems appropriate.
- (x) Consult with the CHIEFS regarding the maintenance of insurance pursuant hereto."

14. Furthermore the defendant Roustan was obligated to pay all costs and expenses incurred in the day to day manage, control and operation of the Johnstown Chiefs as contained in the following paragraph:

"4.2 All costs and expenses, and all net losses, incurred in the day to day management, control and operation of the Johnstown Chiefs from and after the effective date shall be the responsibility of, and paid for by, ROUSTAN. this obligation shall survive the termination of this Agreement, subject to reimbursement as set forth in Paragraph 14, below"

15. Defendant Roustan was further obligated pursuant to Section 4.5 of the agreement as follows:

"4.5 ROUSTAN shall discharge all obligations as employer of its respective employees imposed by any law, ordinance, regulation, order and applicable collective bargaining agreement, now or hereafter in force, including but not limited to taxes, unemployment compensation, insurance, disability insurance, social security, pension and welfare, workers compensation and like obligations. and each will complete all returns and reports and pay all assessments, taxes, contributions and other sums required of employers in connection therewith."

16. The Plaintiff avers that the defendant Roustan United Inc. has

failed to comply with the aforesaid provisions of the contract in that the defendant Roustan United Inc. has failed to pay the day to day obligations of the Johnstown Chiefs.

17. Specifically, the defendant Roustan United Inc. has failed to pay various vendors, fees for professional services, utilities, employee's compensation and other required obligations as more fully set forth in Exhibit C attached hereto.

18. Repeated requests have been made on the defendant to pay and bring current said obligations for which defendant has refused to do the same.

19. In accordance with the terms and conditions of the Management Agreement plaintiff has lawfully terminated the Management Agreement because of the default in performance of the terms and conditions of the aforesaid Agreement effective August 6, 2009.

20. The plaintiff avers that at all times material herein the defendant was and continues to be obligated for the payment of the bills as set forth herein.

WHEREFORE, Plaintiff requests judgment against Defendant in an amount in excess of the mandatory arbitration limits of Cambria County plus costs and interest. JURY TRIAL DEMANDED.

COUNT II – BREACH OF FIDUCIARY DUTY

CHIEFS PROFESSIONAL HOCKEY, LLC t/d/b/a JOHNSTOWN CHIEFS
vs.
DEFENDANTS

21. Plaintiff incorporates herein paragraphs 1 through 20 as if the same were here set forth at length.

22. Under the terms of the agreement, plaintiff was particularly dependent upon the defendant and its agents, servants and employees to manage and operate the Johnstown Chiefs. Because of the nature of the dependency and the representations of the defendant that it could and would properly manage and operate the Johnstown Chiefs, plaintiff held in defendant a special confidence and trust, which defendant accepted by entering into the aforesaid agreement with plaintiff to manage and operate the Johnstown Chiefs.

23. Plaintiff relied upon the supposed superior knowledge, skill, and abilities of defendant that defendant held itself out to possess.

24. By virtue of the nature of the agreement between plaintiff and defendant, and the special relationship that developed between the plaintiff and defendant, defendant occupied a position of confidence toward plaintiff, which required fidelity, loyalty, good faith, and fair dealing by defendant.

25. Defendant breached its fiduciary duty and duty of good faith and

fair dealing to plaintiff by the following:

- a. failing to properly manage and operate the Johnstown Chiefs;
- b. failing to pay various vendors, fees for professional services, utilities, employee's compensation and other required obligations;
- c. failing to act for plaintiff's benefit when managing and operating the Johnstown Chiefs.

26. As a proximate cause of the foregoing breaches of duty by the defendant, plaintiff suffered damages set forth herein.

WHEREFORE, plaintiff requests judgment against defendant in an amount in excess of the mandatory arbitration limits of Cambria County plus costs and interest. JURY TRIAL DEMANDED.

COUNT III

CHIEFS PROFESSIONAL HOCKEY, LLC t/d/b/a JOHNSTOWN CHIEFS

vs.

DEFENDANT SCOTT BRANOVAN, individually

27. Plaintiff incorporates herein paragraphs 1 through 26 as if the same were here set forth at length.

28. Defendant Scott Branovan is personally liable for the Plaintiff's losses as a direct result of Defendant's breach of contract in that said corporations were used to further the personal interest of Scott Branovan.

WHEREFORE, Plaintiff requests judgment against Defendant, jointly and severally, in an amount in excess of the mandatory arbitration limits of Cambria County plus costs and interest. JURY TRIAL DEMANDED.

COUNT IV

CHIEFS PROFESSIONAL HOCKEY, LLC t/d/b/a JOHNSTOWN CHIEFS
vs.
DEFENDANTS ARENA UNITED INC., ROUSTAN PLANET ICE, and ROUSTAN
ICE, LLC

29. Plaintiff incorporates herein paragraphs 1 through 28 as if the same were here set forth at length.

30. At all times material herein the above named corporations were directly liable to Plaintiff as a result of the conduct of W. Graeme Roustan in that the aforesaid corporations are the alter egos of its shareholder, W. Graeme Roustan.

WHEREFORE, Plaintiff requests judgment against Defendants, jointly and severally, in an amount in excess of the mandatory arbitration limits of Cambria County plus costs and interest. JURY TRIAL DEMANDED.

COUNT V

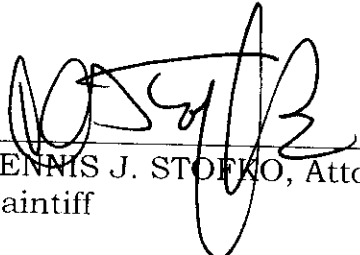
CHIEFS PROFESSIONAL HOCKEY, LLC t/d/b/a JOHNSTOWN CHIEFS
vs.
DEFENDANT W. GRAEME ROUSTAN, individually,

31 Plaintiff incorporates herein paragraphs 1 through 31 as if the

same were here set forth at length.

32. The Defendant W. Graeme Roustan is personally liable for the Plaintiff's losses as a direct result of Defendant's breach of contract in that said corporations were used to further the personal interest of W. Graeme Roustan.

WHEREFORE, Plaintiff requests judgment against Defendant, jointly and severally, in an amount in excess of the mandatory arbitration limits of Cambria County plus costs and interest. JURY TRIAL DEMANDED.



DENNIS J. STOFKO, Attorney for
Plaintiff

I, Neil Smith, as _____ of Chiefs Professional Hockey LLC t/d/b/a Johnstown Chiefs, and as such being authorized to do so, do hereby swear or affirm that the facts set forth in the Complaint are true and correct to the best of my knowledge, information and belief.

I understand that these averments of fact are made subject to the penalties of 18 Pa.CSA 4904 relating to unsworn falsification to authorities.

Chiefs Professional Hockey LLC t/d/b/a
Johnstown Chiefs

By _____

Neil Smith

Date: _____

PENNSYLVANIA DEPARTMENT OF STATE
CORPORATION BUREAU

Articles of Amendment-Domestic Corporation
(15 Pa.C.S.)

- ☒ Business Corporation (§ 1915)
☐ Nonprofit Corporation (§ 5915)

Name
~~S. [redacted]~~ PAUL HORNER
Address
195 Jari Drive
City State Zip Code
Johnstown PA 15904

Document will be returned to the
name and address you enter to
the left.
←

Commonwealth of Pennsylvania
ARTICLES OF AMENDMENT-BUSINESS 4 Page(s)

Fee: \$70



In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned,
desiring to amend its articles, hereby states that:

1. The name of the corporation is:
ROUSTAN UNITED INC.

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its
commercial registered office provider and the county of venue is (the Department is hereby authorized to
correct the following information to conform to the records of the Department):

(a) Number and Street City State Zip County
195 Jari Drive Johnstown PA 15904 Cambria

(b) Name of Commercial Registered Office Provider

c/o County

3. The statute by or under which it was incorporated:

THE CORPORATION IS INCORPORATED UNDER THE PROVISIONS OF THE BUSINESS

CORPORATION LAW
OF 1988

4. The date of its incorporation: 12/21/2007

5. Check, and if appropriate complete, one of the following:

☒ The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

☐ The amendment shall be effective on: _____ at _____
Date Hour

PA DEPT. OF STATE

JUL 10 2009



6. Check one of the following:

- ☒ The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).
- ☐ The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. Check, and if appropriate, complete one of the following:

- ☒ The amendment adopted by the corporation, set forth in full, is as follows

The new name of the corporation shall be: ARENA UNITED INC.

- ☐ The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. Check if the amendment restates the Articles:

- ☒ The restated Articles of Incorporation supersede the original articles and all amendments thereto.

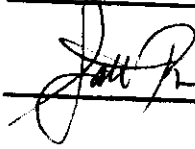
IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

1st day of July,

2009

ROUSTAN UNITED INC

Name of Corporation



Signature

President

Title

MANAGEMENT AGREEMENTFor theJOHNSTOWN CHIEFSOf theEAST COAST HOCKEY LEAGUE

This MANAGEMENT AGREEMENT is made and entered into effective this 15th day of July 2008 by and between _____ the owner of the Johnstown Chiefs of the East Coast Hockey League, hereinafter referred to as "CHIEFS", and Roustan United Inc., a Pennsylvania Corporation, hereinafter referred to "ROUSTAN".

RECITALS

WHEREAS, CHIEFS is the owner and operator of an East Coast Hockey League team know as the Johnstown Chiefs, which has training facilities and practices and plays at the Cambria County War Memorial located in Johnstown Pennsylvania; and.

WHEREAS, ROUSTAN is engaged and experienced in the ownership, management and operation of first-class quality ice skating rinks and related facilities in the United States and has substantial business expertise, contacts and experience in hockey industry related companies; and

WHEREAS, CHIEFS desires to retain ROUSTAN to manage and operate the Johnstown Chiefs, and ROUSTAN desires to manage and operate said Johnstown Chiefs.

AGREEMENT

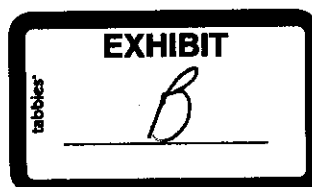
NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth herein above are true and accurate and constitute an integral part of this Agreement.
2. Parties. The parties to this Agreement, and their respective addresses and contact information are:

JOHNSTOWN CHIEFS
a Pennsylvania _____

D:\n\roast.chiefs.mgmtagr.7.11.08

1



Telephone:
Fax:
Attn: Neil Smith

"CHIEFS"

ROUSTAN UNITED, INC.
a Pennsylvania Corporation
195 Jari Drive
Johnstown, Pennsylvania 15904
Telephone: (814) 262.7313
Fax: (814) 262.7610
Attn: W. Graeme Roustan, President

"ROUSTAN"

3. Term. The term of this Agreement (the "Term") shall commence effective as of July 15, 2008, and continue thereafter for two (2) years, unless otherwise terminated as set forth herein.

4. Day-to-Day Management, Control and Operation of the Johnstown Chiefs. With respect to the day-to-day operation of the Johnstown Chiefs, it is the purpose and intent of this Agreement that CHIEFS turns over the total management, control and operation thereof to ROUSTAN, such that ROUSTAN shall control the day to day management and operation of the Johnstown Chiefs. Specifically:

4.1 ROUSTAN shall:

(i) Take over the day to day management, control and operation of the Johnstown Chiefs, in a professional and businesslike manner, consistent with the policies and practices of the East Coast Hockey League.

(ii) Employ sufficient qualified personnel who shall be responsible for carrying out ROUSTAN'S directions with regard to overall operations of the Johnstown Chiefs.

(iii) Establish business procedures for management and operation of the Johnstown Chiefs.

(iv) Establish accounting procedures in accordance with normal accounting procedures.

(v) Establish procedures for the purchase of and payment for supplies, equipment, uniforms, gear and other reasonable and necessary personal property for the

training, practice and playing of hockey. In connection herewith, ROUSTAN discloses that its principal has a financial interest in a hockey equipment manufacturer and supplier, and that ROUSTAN intends to purchase some, if not all, necessary hockey equipment from said company; provided, however, ROUSTAN shall obtain the most favorable prices and terms for said hockey equipment. To the extent there is or may be a conflict in regard to such purchases, CHIEFS hereby waives such conflict.

(vi) Initiate advertising, marketing and promotion for the Johnstown Chiefs, the costs of which, including all related supplies and services, are to be charged as an operating cost of the Johnstown Chiefs.

(vii) Initiate preparation of and establish the annual capital budget and the annual budget for operation of the Johnstown Chiefs and any amendments or modifications thereto. It is the intention of the parties that the operating budget for operation of the Johnstown Chiefs be adequate for the normal operation of similar East Coast Hockey League teams.

(viii) Review and analyze the Johnstown Chiefs present home arena, and make such changes as ROUSTAN deems necessary, if any, to provide a quality facility for the Johnstown Chiefs, including whether the Johnstown Chiefs will relocate.

(ix) Consult with CHIEFS at such times as ROUSTAN deems appropriate.

(x) Consult with the CHIEFS regarding the maintenance of insurance pursuant hereto.

4.2 All costs and expenses, and all net losses, incurred in the day to day management, control and operation of the Johnstown Chiefs from and after the effective date shall be the responsibility of, and paid for by, ROUSTAN. This obligation shall survive the termination of this Agreement, subject to reimbursement as set forth in Paragraph 14, below.

4.3 Should the gross receipts derived from the operation of the Johnstown Chiefs exceed the day to day management, control and operational expenses of the Johnstown Chiefs, the excess or net profit, shall be retained by ROUSTAN. The term "net profits" of the Johnstown Chiefs is defined for purposes of this Agreement to mean the gross receipts of the Johnstown Chiefs as defined in paragraph 4.2 above, less an amount equal to the sum of the costs incurred in the day to day management, control and operation of the Johnstown Chiefs.

4.4 It is understood and agreed by the parties to this Agreement that each desires that each Johnstown Chiefs shall be operated in a high - quality manner.

4.5 ROUSTAN shall discharge all obligations as employer of its respective employees imposed by any law, ordinance, regulation, order and applicable collective bargaining agreement, now or hereafter in force, including but not limited to taxes,

unemployment compensation, insurance, disability insurance, social security, pension and welfare, workers compensation and like obligations, and each will complete all returns and reports and pay all assessments, taxes, contributions and other sums required of employers in connection therewith.

5. Operating Procedures. ROUSTAN agrees that it will conduct the day-to-day operations of the Johnstown Chiefs in accordance with methods, procedures and rules of operation generally established for other East Coast Hockey League teams, and the applicable rules, regulations, ordinances, municipal codes and other applicable laws governing the physical facilities which the Johnstown Chiefs use.

6. Contracts. All contracts for the Johnstown Chiefs will be entered into in CHIEFS' name and CHIEFS hereby authorizes ROUSTAN to negotiate, enter into and execute any such contracts or agreements for and on behalf of the CHIEFS. Specifically, and without implying any limitations, CHIEFS authorizes ROUSTAN to sign and issue purchase orders on behalf of CHIEFS in the regular course of managing and operating the Johnstown Chiefs, provided that the items to be covered by such purchase orders are within the limitation of the approved budget or are otherwise specifically approved by CHIEFS. ROUSTAN will have no liability for any contracts or commitments entered into by CHIEFS in the name of CHIEFS or in any other name.

7. Indemnification, Hold Harmless, Insurance.

7.1 CHIEFS shall indemnify and hold ROUSTAN harmless from all claims, judgments, costs and expense, including reasonable attorneys fees, arising out of or resulting from any breach or alleged breach by CHIEFS of any representation, warranty or covenant of CHIEFS hereunder, or the exercise of any rights, licenses or privileges granted hereunder, unless such claim, judgment, cost and expense shall be caused by the negligence of ROUSTAN, its agents or employees.

7.2 ROUSTAN will secure and maintain a policy of comprehensive public liability insurance, the cost of which to be paid as an expense of CHIEFS, including coverage for personal injuries, property damage, product liability and food poisoning, with reasonable industry standard coverage and limits.

7.3 ROUSTAN will cause CHIEFS to be named as an additional insured on said policy or policies and will require the insurance company issuing said policy or policies to deliver a certificate thereof to CHIEFS prior to the opening, which certificate will provide that said policy will not be canceled or reduced without thirty (30) days notice to CHIEFS.

7.4 Each party shall indemnify and hold the other harmless from all claims, judgments, costs and expenses, including reasonable attorneys' fees, arising out of or resulting from the exercise of any acts or negligence of such indemnifying party hereunder. Proof that ROUSTAN has prepaid policies of comprehensive public liability insurance in amounts equal to subsections (i) through (vi) of section (b) of this paragraph 10 shall be

submitted to CHIEFS annually and any time upon written request.

8. Relationship of Parties. It is not the intention of the parties to this agreement to create a partnership, joint venture or employment relationship or an agency or employment duty, obligation or liability between CHIEFS and ROUSTAN.

9. Representations and Warranties of CHIEFS. As a material inducement to ROUSTAN entering into this agreement, CHIEFS represents and warrants to ROUSTAN that:

9.1 CHIEFS has the full right, power and authority to enter into and perform this Agreement. During the Term hereof, CHIEFS has an exclusive right to operate each Johnstown Chiefs, and the unlimited right to contract ROUSTAN to render the managing and operational services required by ROUSTAN hereunder.

9.2 CHIEFS now has and during the Term of this agreement will continue to maintain the same and all personal property therein contained.

9.3 ROUSTAN shall not be responsible for any debt relating or pertaining to the ownership, management or operation of the Johnstown Chiefs as of the effective date. CHIEFS have paid, or provided for payment of, all pre-existing debt of the Johnstown Chiefs as of the effective date hereof, such that at the time that ROUSTAN takes over the day-to-day management of the Johnstown Chiefs, there is no existing debt encumbering any asset or property of the Johnstown Chiefs or for which the Johnstown Chiefs or ROUSTAN would be liable. Should there be any claim or demand made on ROUSTAN, or any of the Johnstown Chiefs' assets or property for any debt whatsoever which was known or in existence at the time of the effective date, ROUSTAN shall immediately notify CHIEFS of such claim or demand, and CHIEFS shall immediately pay or otherwise provide for the payment or retirement of such claim, demand or debt, and shall indemnify, defend and hold ROUSTAN harmless therefrom. Specifically, and without limiting the foregoing, CHIEFS have retired the outstanding debt of approximately fifty-five thousand dollars (\$55,000.00) to the Colorado Avalanche, and there are no other outstanding debts or payments due to the Colorado Avalanche.

Additionally, there is no outstanding contract, claim lien, action or litigation, either pending or threatened, or any commitment or arrangement which is or maybe in conflict with this Agreement, or which in any way may limit, restrict, impair or interfere with ROUSTAN'S rights or the performance of ROUSTAN'S obligations hereunder. CHIEFS will not henceforth do or permit any act or thing by which any of ROUSTAN'S rights herein granted will or may be in any way limited, restricted, impaired or interfered with. All rights herein granted ROUSTAN in and to the Johnstown Chiefs are and will be free and clear of liens and encumbrances of every kind and character.

9.4 The persons signing this Agreement on CHIEFS behalf represent and warrant, separate and apart from CHIEFS' representations and warranties, that they have the authority to execute this agreement for and on behalf of CHIEFS.

9.5 Neither CHIEFS nor ROUSTAN makes any warranty or representation to the other that there will be any gross receipts or "net profits" from the Johnstown Chiefs. Neither CHIEFS nor ROUSTAN will make any claim or commence any action or proceeding against the party for any alleged failure to use said best efforts.

10. Books and Records.

10.1 Both parties will, for three (3) years after the end of each calendar year, maintain the applicable records and books reflecting the operations of the Johnstown Chiefs for that year, the gross receipts and expense of said business and will keep said records and books open for inspection by the other party during business hours at the place where such records and books are maintained.

11. Related Agreements. The parties hereto have entered into an Option Agreement of even date hereof, which Option Agreement grants ROUSTAN, or ROUSTAN's assignee and/or nominee, the right to purchase the Johnstown Chief pursuant to certain terms and conditions set forth therein for Four Hundred Thousand Dollars (\$400,000.00) on or before July 14, 2010. Further, said Option Agreement attaches as an exhibit thereto the form of the Purchase and Sale Agreement for the Johnstown Chiefs, should ROUSTAN exercise its option. Each of said Option and Purchase and Sale Agreements is a related agreement to this Agreement, with corresponding rights and obligations arising between the related agreements which arise upon the occurrence of certain events. As such, the rights and obligations of the parties hereto concerning payment of expenses, termination, and certain notices to the East Coast Hockey League are affected as follows:

11.1 Should ROUSTAN exercise its Option to purchase the Johnstown Chiefs, then the repayment of expenses incurred by ROUSTAN during its management of the Johnstown Chiefs shall be governed by the Purchase and Sale Agreement. Should ROUSTAN not exercise its Option or, having exercised its Option, not close on the acquisition of the Johnstown Chiefs pursuant to the Purchase and Sale Agreement, then the repayment of expenses upon the termination of this Agreement shall be governed as set forth in Paragraph 13.2 below.

11.2 Should ROUSTAN exercise its Option and close on the purchase of the Johnstown Chiefs, then this Agreement, and the obligations of the parties set forth herein, shall terminate upon the close of ROUSTAN's purchase.

11.3 So long as ROUSTAN still maintains a right to exercise its Option, CHIEFS shall meet and confer with ROUSTAN with regard to any the giving of any notice to the East Coast Hockey League regarding relocating the Johnstown Chiefs, having the team go dormant or any other notice. CHIEFS shall not provide any notice to the East Coast Hockey League without the written consent of ROUSTAN to the content of such notice. In connection with giving any such notices to the East Coast Hockey League, ROUSTAN shall notify CHIEFS on or before December 31 of each year during the term of this Agreement:

- (i) Whether ROUSTAN will continue to manage the

Johnstown Chiefs during the upcoming East Coast Hockey League season, starting in September of the following year; and

(ii) Whether ROUSTAN will be relocating the home arena of the Johnstown Chiefs for the upcoming East Coast Hockey League season; provided, however, that ROUSTAN shall not have the right to relocate the Johnstown Chiefs further than one hundred (100) miles from its present home arena.

12. Confidentiality. The terms of this Agreement and all information, deposits and plans furnished by ROUSTAN are confidential and shall not at any time be disclosed or used by CHIEFS in any manner whatsoever, except as required for financing purposes of CHIEFS. The provisions of this paragraph shall survive the expiration or sooner termination of this agreement.

13. Termination.

13.1 This Agreement shall terminate on the earlier to occur of:

- (i) Two (2) years after the effective date;
- (ii) ROUSTAN closing on the purchase of the Johnstown Chiefs;
- (iii) The parties mutually agreeing to have the Johnstown Chiefs go dormant;
- (iv) The giving of a notice of uncured default (as set forth in Paragraph 15, below) by one party to the other;
- (v) Up to and including October 31, 2008, ROUSTAN shall have a one time only right to terminate this Agreement thirty (30) days after ROUSTAN has giving written notice of termination of this Agreement to CHIEFS. Should ROUSTAN give such a written notice of termination, ROUSTAN shall nevertheless continue to fulfill its obligations as manager during said thirty (30) days. If this right to terminate is not exercised by ROUSTAN in writing on or before October 31, 2008, is shall automatically lapse; or
- (vi) The mutual written agreement of the parties.

14. Rights upon Termination. Upon termination, the parties shall have the following rights, which shall survive the termination of this Agreement:

14.1 Should this Agreement be terminated for any cause other than pursuant to subparagraph 13.1 (ii), then upon such termination ROUSTAN shall initially be responsible for any debt relating or pertaining to the management or operation of the Johnstown Chiefs from and after the effective date to and including the date of termination, subject to

ROUSTAN'S right to reimbursement as more fully set forth in subparagraphs 14.2 and 14.3, below. Should there be any claim or demand made on CHIEFS, or any of the Johnstown Chiefs' assets or property for any debt whatsoever which was incurred during the management of the Johnstown Chiefs by ROUSTAN, CHIEFS shall immediately notify ROUSTAN of such claim or demand, and ROUSTAN shall immediately pay or otherwise provide for the payment or retirement of such claim, demand or debt, and shall indemnify, defend and hold CHIEFS harmless therefrom.

14.2 Should CHIEFS sell, transfer or otherwise divest itself from ownership of the Johnstown Chiefs, either in whole or in part, to a third party after termination of this Agreement, then upon such sale, transfer or divestiture, CHIEFS shall be entitled to retain the first four hundred thousand dollars (\$400,000.00) of net sellers proceeds derived therefrom (sales proceeds to be subject to deduction only for the reasonable and necessary costs and expenses of sale); thereafter, ROUSTAN shall be entitled to receive the next available net sellers proceeds up to the amount of any unreimbursed expenses which were incurred by ROUSTAN during its management of the Johnstown Chiefs pursuant to this Agreement; and after ROUSTAN being so reimbursed, any remaining net sellers proceeds shall be paid to the CHIEFS. CHIEFS shall notify ROUSTAN in writing of the sale of the CHIEFS not less than thirty (30) days prior to the expected closing of such sale to allow ROUSTAN an opportunity to submit its unreimbursed expenses for payment. Should ROUSTAN submit any such claim for payment of unreimbursed expenses, such claim shall clearly identify the nature and extent of the claimed expenses, and shall be accompanied by documentation supporting the claim. Should CHIEFS dispute the claim as containing any improper request for payment of unreimbursed expenses, CHIEFS shall so notify ROUSTAN, and the parties shall meet in an effort to resolve the dispute.

14.3 Should CHIEFS relocate the Johnstown Chiefs without selling, transferring or otherwise divesting itself of any interest therein, then any unreimbursed expenses due to ROUSTAN shall be carried on the accounts of the Johnstown Chiefs as an interest free debt due to ROUSTAN, payable upon the eventual sale of the Johnstown Chiefs, in the manner as set forth in subparagraph 14.2, above.

15. Default. If either party to this Agreement fails to make any payment when due, or shall be in breach or be in default in the performance of any other material term, condition or covenant contained herein, and shall fail to cure, correct or remedy said breach or default in the performance or such payment obligation or other material term, condition or covenant within twenty (20) days after written notice to the defaulting party of said breach or default, or if at any time CHIEFS shall fail to pay all pre-existing expenses of the Johnstown Chiefs or as otherwise approved by CHIEFS as and when due, then in any of said events, the other party, in addition to such other rights or remedies which the other party may have at law or in equity or otherwise under this Agreement, may elect to terminate this Agreement; provided, however, that such termination shall not affect either party's right to or interest in payments due to it at the time of such termination.

16. Assignment. Neither this Agreement nor any part of or all of the rights

granted to either party hereunder may be assigned by CHIEFS or ROUSTAN; except that ROUSTAN may assign the same to any corporation controlling, controlled by or under common control with ROUSTAN, or with or into which ROUSTAN may be merged or consolidated or acquiring stock and/or assets of ROUSTAN.

17. Force Majeure. In the event the performance by either party of any of its obligations hereunder is delayed or prevented by reason of an act of God, stormy or inclement weather, earthquake, strike, labor dispute, boycott, lockout or other like defensive action by such party, inability to obtain labor or materials, governmental restrictions, rules, regulations, orders or decrees, riot, insurrection, war, catastrophe, casualty, act of the public enemy or any other cause, whether similar or dissimilar, beyond any reasonable control of the party from whom such performance is due, performance during such period or periods shall be excused and will not constitute a default hereunder, and the period of commencement or completion of performance shall, if weather permits, be extended for a period equal to the period during the performance is so delayed. In no event shall any Force Majeure excuse CHIEFS from the reimbursement of expenses.

18. Notices. Any notice by either party to the other shall be either personally delivered, sent via a nationally recognized overnight delivery service or sent by a registered or certified postpaid envelope to the recipient at the address set forth for said party in paragraph 2 herein above, as the case may be, or at such other address and to the attention of such person as the parties may designate by like notice hereunder. All such notices shall be deemed received on a day of actual delivery.

19. Attorneys' Fees. In the event CHIEFS or ROUSTAN shall commence or become a party to any proceedings required to enforce against the other respective rights or interests under this Agreement, the party prevailing in such proceeding shall be entitled to recover from the other reasonable attorneys' fees incurred by the prevailing party in connection with the enforcement of such rights and interests.

20. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction in a final judgment to be void, illegal or unenforceable, such provision shall be deemed severable from the remainder of this Agreement, which shall continue in full force and effect.

21. Miscellaneous. This Agreement contains the full and complete understanding between ROUSTAN and CHIEFS concerning the subject matter of this contract, and supersedes any prior agreements or understanding, whether written or oral, pertaining to said subject matter. This Agreement may not be modified except by a written instrument signed by the party to be charged. Each party acknowledges that no representation or promise not expressly contained in this Agreement has been made by the other party or any of its agents, employees or representatives. This Agreement is entered into and shall in all respects be subjects to and construed in accordance with the laws of the State of Pennsylvania applicable to agreements entered into and to be performed wholly in the State of Pennsylvania.

CHIEFS

Date: 7/15/08

JOHNSTOWN CHIEFS

A Pennsylvania

By: 

Title: President

ROUSTAN

Date: 7/21/08

ROUSTAN UNITED, INC

a Pennsylvania Corporation

By: 

W. GRAEME ROUSTAN

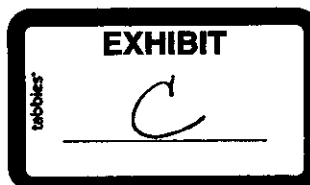
President

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Chiefs Professional Hockey LLC
Unpaid Bills Detail
 As of July 8, 2009

Type	Date	Num	Due Date	Aging	Open Balance
1st Team Advertising					
Bill	10/17/2008	INV: ...	10/27/2008	254	0.20
Bill	11/7/2008	INV: ...	11/17/2008	233	2,044.73
Bill	11/19/2008	INV: ...	11/29/2008	221	2,684.33
Bill	11/25/2008	INV: ...	12/5/2008	215	2,684.33
Bill	4/3/2009		4/13/2009	86	6,720.00
Total 1st Team Advertising					14,133.59
AMI Graphics, LLC					
Bill	9/19/2008	INV: ...	10/19/2008	262	1,759.50
Bill	9/26/2008	INV: ...	10/26/2008	255	418.00
Bill	10/2/2008	INV: ...	11/1/2008	249	4,003.30
Bill	10/2/2008	INV: ...	11/1/2008	249	676.00
Bill	10/3/2008	INV: ...	11/2/2008	248	440.00
Bill	10/10/2008	INV: ...	11/9/2008	241	1,066.10
Bill	10/10/2008	INV: ...	11/9/2008	241	311.75
Bill	10/14/2008	INV: ...	11/13/2008	237	186.20
Bill	10/15/2008	INV: ...	11/14/2008	236	98.00
Bill	10/23/2008	INV: ...	11/22/2008	228	170.75
Bill	10/27/2008	INV: ...	11/26/2008	224	93.10
Bill	10/29/2008	INV: ...	11/28/2008	222	93.10
Bill	11/4/2008	INV: ...	12/4/2008	216	107.80
Bill	11/5/2008	INV: ...	12/5/2008	215	93.10
Bill	11/12/2008	INV: ...	12/12/2008	208	242.75
Bill	11/13/2008	INV: ...	12/13/2008	207	170.00
Bill	11/19/2008	INV: ...	12/19/2008	201	93.10
Bill	12/8/2008	INV: ...	1/7/2009	182	366.20
Bill	12/8/2008	INV: ...	1/7/2009	182	310.00
Bill	2/19/2009	INV: ...	3/21/2009	109	321.00
Total AMI Graphics, LLC					11,019.75
Arena Management Holdings, LLC					
Bill	3/8/2009		3/18/2009	112	975.00
Total Arena Management Holdings, LLC					975.00
Binghamton Senators					
Bill	12/26/2008	INV: ...	1/5/2009	184	538.01
Bill	12/26/2008	INV: ...	1/5/2009	184	135.50
Total Binghamton Senators					673.51
Bredin, Bill					
Bill	6/11/2009		6/21/2009	17	20.00
Bill	6/26/2009	Leag...	7/6/2009	2	326.70
Total Bredin, Bill					346.70
Cambria County Chamber of Commerce					
Bill	11/7/2008	INV: ...	11/17/2008	233	45.00
Bill	12/19/2008		12/29/2008	191	217.00
Bill	2/19/2009	INV: ...	3/1/2009	129	20.00
Total Cambria County Chamber of Commerce					282.00
Canadian Technical Tape Ltd.					
Bill	8/10/2008	INV: ...	9/9/2008	302	1,086.48
Bill	10/14/2008	INV: ...	11/13/2008	237	426.75
Total Canadian Technical Tape Ltd.					1,513.23
CHI Plastic Surgery					
Bill	5/4/2009	RRow...	5/14/2009	55	305.00
Total CHI Plastic Surgery					305.00



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Chiefs Professional Hockey LLC
Unpaid Bills Detail
 As of July 8, 2009

Type	Date	Num	Due Date	Aging	Open Balance
Colorado Avalanche					
Bill	10/31/2008		11/10/2008	240	6,390.00
Bill	11/30/2008		12/10/2008	210	5,925.00
Bill	12/31/2008		1/10/2009	179	2,400.00
Bill	1/31/2009		2/10/2009	148	2,025.00
Bill	2/28/2009		3/10/2009	120	2,100.00
Bill	3/31/2009		4/10/2009	89	2,325.00
Bill	3/31/2009		4/10/2009	89	1,127.00
Bill	4/30/2009		5/10/2009	59	300.00
Bill	4/30/2009		5/10/2009	59	1,488.00
Total Colorado Avalanche					24,080.00
Columbus Blue Jackets					
Bill	10/31/2008		11/10/2008	240	6,075.00
Bill	12/31/2008		1/10/2009	179	9,375.00
Bill	1/31/2009	Janua...	2/10/2009	148	6,750.00
Bill	2/28/2009		3/10/2009	120	6,300.00
Bill	3/31/2009		4/10/2009	89	9,675.00
Bill	4/30/2009		5/10/2009	59	1,200.00
Total Columbus Blue Jackets					39,375.00
Commonwealth of PA					
Bill	5/15/2009	11-22...	5/25/2009	44	5,608.73
Total Commonwealth of PA					5,608.73
DJO, LLC					
Bill	2/29/2008		3/10/2008	485	176.00
Bill	12/11/2008	INV: ...	12/21/2008	199	35.00
Bill	2/9/2009	INV: ...	2/19/2009	139	40.00
Bill	2/9/2009	INV: ...	2/19/2009	139	40.00
Total DJO, LLC					291.00
Dominion Peoples - 1092 Edson					
Bill	6/15/2009		6/25/2009	13	1,593.67
Total Dominion Peoples - 1092 Edson					1,593.67
Dominion Peoples - 1142 Reeder					
Bill	6/15/2009		6/30/2009	8	1,762.46
Total Dominion Peoples - 1142 Reeder					1,762.46
Dominion Peoples -1090 Edson					
Bill	6/15/2009		6/30/2009	8	942.52
Total Dominion Peoples -1090 Edson					942.52
Don A. Lowry, MD					
Bill	11/8/2008	IKese...	11/18/2008	232	250.00
Bill	11/11/2008	IKese...	11/21/2008	229	250.00
Bill	11/28/2008	IKesri...	12/8/2008	212	46.00
Total Don A. Lowry, MD					546.00
Dr. Michael Rice					
Bill	11/3/2008		11/13/2008	237	705.00
Bill	11/6/2008		11/16/2008	234	134.00
Bill	11/12/2008		11/22/2008	228	400.00
Bill	12/2/2008		12/12/2008	208	140.00
Bill	2/17/2009		2/27/2009	131	800.00
Bill	6/3/2009		6/13/2009	25	918.00
Total Dr. Michael Rice					3,097.00

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Chiefs Professional Hockey LLC
Unpaid Bills Detail
 As of July 8, 2009

Type	Date	Num	Due Date	Aging	Open Balance
Dream Catcher Coaches					
Bill	2/16/2009		4/30/2009	69	5,000.00
Total Dream Catcher Coaches					5,000.00
E.MAP					
Bill	6/11/2009		6/21/2009	17	50.00
Total E.MAP					50.00
Ear Nose and Throat Asc-R					
Bill	4/15/2009	hendt...	4/25/2009	74	20.00
Total Ear Nose and Throat Asc-R					20.00
Edmonton Oilers Hockey Club					
Bill	2/28/2009	INV: ...	3/10/2009	120	2,700.00
Bill	6/15/2009	INV: ...	6/25/2009	13	2,325.00
Total Edmonton Oilers Hockey Club					5,025.00
Fabina Rentals					
Bill	4/30/2009		5/10/2009	59	2,093.31
Bill	5/13/2009		5/23/2009	46	291.97
Total Fabina Rentals					2,385.28
Fibernet					
Bill	3/18/2009	INV: ...	4/17/2009	82	667.18
Bill	3/31/2009	INV: ...	4/30/2009	69	710.84
Total Fibernet					1,378.02
Forever Broadcasting					
Bill	11/30/2008	INV: ...	12/10/2008	210	1,125.00
Bill	12/31/2008	INV: ...	1/10/2009	179	1,125.00
Bill	1/31/2009	INV: ...	2/10/2009	148	1,125.00
Bill	2/28/2009	INV: ...	3/10/2009	120	1,125.00
Total Forever Broadcasting					4,500.00
Giant Eagle Goucher Street					
Bill	11/11/2008	INV: ...	12/7/2008	213	20.00
Bill	12/29/2008	INV: ...	1/28/2009	161	261.61
Bill	1/12/2009	INV: ...	2/11/2009	147	148.28
Bill	1/12/2009	INV: ...	2/11/2009	147	224.32
Total Giant Eagle Goucher Street					654.41
Greater Jtown Water Authority- 1090 Edson					
Bill	6/22/2009		7/2/2009	6	115.71
Total Greater Jtown Water Authority- 1090 Edson					115.71
Greater Jtown Water Authority-1092 Edson					
Bill	6/22/2009		7/2/2009	6	165.64
Total Greater Jtown Water Authority-1092 Edson					165.64
Greater Jtown Water Authority-1142 Reeder					
Bill	6/22/2009		7/2/2009	6	54.24
Total Greater Jtown Water Authority-1142 Reeder					54.24

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Chiefs Professional Hockey LLC

Unpaid Bills Detail

As of July 8, 2009

Type	Date	Num	Due Date	Aging	Open Balance
Heck's Video Productions					
Bill	12/12/2008	INV: J...	12/22/2008	198	810.90
Bill	1/2/2009	INV: J...	1/12/2009	177	360.40
Bill	1/15/2009	INV: J...	1/25/2009	164	720.80
Bill	2/27/2009	INV: J...	3/9/2009	121	540.60
Bill	3/15/2009	INV: J...	3/25/2009	105	540.60
Total Heck's Video Productions					2,973.30
Herbers, Ian					
Bill	6/23/2009		7/3/2009	5	17.66
Total Herbers, Ian					17.66
Hilb Rogal & Hobbs					
Bill	4/3/2009	INV: ...	4/13/2009	86	8.12
Total Hilb Rogal & Hobbs					8.12
Holiday Inn - Fairborn I675					
Bill	2/10/2009	INV: ...	2/20/2009	138	877.56
Total Holiday Inn - Fairborn I675					877.56
Holiday Inn Cincinnati - Riverfront					
Bill	4/5/2009	INV: ...	5/5/2009	64	4,487.84
Total Holiday Inn Cincinnati - Riverfront					4,487.84
Holiday Inn Elmira-Riverview					
Bill	3/23/2009	INV: ...	4/22/2009	77	967.68
Bill	3/24/2009	INV: ...	4/23/2009	76	80.64
Bill	4/28/2009		5/28/2009	41	15.72
Total Holiday Inn Elmira-Riverview					1,064.04
Ian Katz, MD					
Bill	11/20/2008	IKase...	12/20/2008	200	35.00
Bill	11/22/2008	MRob...	12/22/2008	198	85.00
Bill	11/28/2008	MRob...	12/28/2008	192	42.48
Bill	11/28/2008	IKase...	12/28/2008	192	35.00
Bill	12/4/2008	MRob...	1/3/2009	186	2,966.95
Bill	12/5/2008	GGall...	1/4/2009	185	50.00
Bill	12/8/2008	MSgr...	1/7/2009	182	50.00
Bill	12/19/2008	GGall...	1/18/2009	171	42.48
Bill	12/29/2008	ASpe...	1/28/2009	161	50.00
Bill	1/6/2009	IKase...	2/5/2009	153	140.41
Bill	1/20/2009	ACon...	2/19/2009	139	516.58
Bill	1/26/2009	MKni...	2/25/2009	133	125.51
Bill	1/26/2009	MKni...	2/25/2009	133	50.00
Bill	1/28/2009	THen...	2/27/2009	131	50.00
Bill	1/28/2009	THen...	2/27/2009	131	35.00
Bill	1/30/2009	ACon...	3/1/2009	129	165.00
Bill	2/4/2009	A.Co...	3/6/2009	124	165.00
Bill	2/5/2009	THen...	3/7/2009	123	42.48
Bill	2/13/2009	JSpe...	3/15/2009	115	126.86
Bill	2/16/2009	MKni...	3/18/2009	112	50.00
Bill	2/17/2009	MRob...	3/19/2009	111	35.00
Bill	2/24/2009	RDel...	3/26/2009	104	50.00
Bill	2/27/2009	MKni...	3/29/2009	101	42.48
Bill	2/27/2009	ACon...	3/29/2009	101	35.00
Bill	3/13/2009	BYaw...	4/12/2009	87	50.00
Bill	3/17/2009	MRob...	4/16/2009	83	42.48
Bill	4/9/2009	JSpe...	5/9/2009	60	120.00
Bill	4/27/2009	JSpe...	5/27/2009	42	42.48
Bill	4/29/2009	RRow...	5/29/2009	40	85.00
Bill	5/5/2009	JSpe...	6/4/2009	34	1,927.99
Bill	5/20/2009	RRow...	6/19/2009	19	42.48
Total Ian Katz, MD					7,296.66
ID Creative Group					
Bill	11/28/2008	INV: ...	12/8/2008	212	2,000.00
Total ID Creative Group					2,000.00

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Chiefs Professional Hockey LLC
Unpaid Bills Detail
 As of July 8, 2009

Type	Date	Num	Due Date	Aging	Open Balance
Investar Redevelopment Westsylvania					
Bill	4/3/2009	126 ...	4/13/2009	86	1,564.28
Bill	5/1/2009	126 ...	5/11/2009	58	1,091.52
Total Investar Redevelopment Westsylvania					2,655.80
Johnnie's Restaurant and Lounge					
Bill	10/20/2008	INV: 1	10/30/2008	251	435.00
Total Johnnie's Restaurant and Lounge					435.00
Johnstown Magazine					
Bill	10/31/2008	INV: ...	11/10/2008	240	119.00
Bill	11/30/2008	INV: ...	12/10/2008	210	91.04
Bill	12/31/2008	INV: ...	1/10/2009	179	3.15
Bill	1/31/2009	INV: ...	2/10/2009	148	3.20
Bill	2/28/2009	INV: 93	3/10/2009	120	3.25
Bill	3/31/2009	INV: 74	4/10/2009	89	3.29
Total Johnstown Magazine					222.93
Johnstown Regional Sewage-1090 Edson					
Bill	6/22/2009		7/2/2009	6	38.24
Total Johnstown Regional Sewage-1090 Edson					38.24
Johnstown Regional Sewage-1092 Edson					
Bill	6/22/2009		7/2/2009	6	148.01
Total Johnstown Regional Sewage-1092 Edson					148.01
Johnstown Regional Sewage-1142 Reeder					
Bill	6/22/2009		7/2/2009	6	90.87
Total Johnstown Regional Sewage-1142 Reeder					90.87
Krisay's					
Bill	10/8/2008	INV: ...	11/7/2008	243	63.55
Bill	10/24/2008	INV: ...	11/23/2008	227	349.75
Total Krisay's					413.30
Laurel Group Anesthesia PC					
Bill	5/1/2009	Spem...	5/11/2009	58	1,757.20
Total Laurel Group Anesthesia PC					1,757.20
LR Reprographics LLC					
Bill	9/30/2008	INV: ...	10/30/2008	251	2,262.04
Bill	9/30/2008	INV: ...	10/30/2008	251	1,546.54
Total LR Reprographics LLC					3,808.58
M.A.P. Physiotherapy					
Bill	5/7/2009	MS00...	5/17/2009	52	100.00
Bill	5/13/2009	MS00...	5/23/2009	46	100.00
Total M.A.P. Physiotherapy					200.00
Mark Out Productions, Inc.					
Bill	12/30/2008	INV: ...	1/9/2009	180	405.00
Total Mark Out Productions, Inc.					405.00
Marshall, Bryan					
Bill	3/31/2009		4/10/2009	89	54.19
Total Marshall, Bryan					54.19
Medco Supply Company					
Bill	9/9/2008	INV: ...	10/9/2008	272	2,051.66
Bill	9/29/2008	INV: ...	10/29/2008	252	255.07
Bill	12/4/2008	INV: ...	1/3/2009	186	154.61
Total Medco Supply Company					2,461.34
Midderhoff, Mic					
Bill	5/29/2009		6/8/2009	30	180.84
Total Midderhoff, Mic					180.84

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Chiefs Professional Hockey LLC
Unpaid Bills Detail
 As of July 8, 2009

Type	Date	Num	Due Date	Aging	Open Balance
Mlaker Transportation, Inc.					
Bill	12/29/2008	INV: ...	1/8/2009	181	2,250.00
Bill	1/30/2009	INV: ...	2/9/2009	149	5,250.00
Bill	3/6/2009	INV: ...	3/16/2009	114	3,500.00
Bill	3/20/2009	INV: ...	3/30/2009	100	3,850.00
Bill	4/2/2009	INV: ...	4/12/2009	87	6,000.00
Total Mlaker Transportation, Inc.					20,850.00
Morgan, Joan					
Bill	4/29/2009		5/9/2009	60	777.38
Total Morgan, Joan					777.38
Nittany Embroidery & Screenprinting					
Bill	10/6/2008	INV: ...	10/16/2008	265	235.76
Bill	10/6/2008	INV: ...	10/16/2008	265	194.80
Bill	10/6/2008	INV: ...	10/16/2008	265	236.00
Bill	10/6/2008	INV: ...	10/16/2008	265	236.72
Bill	10/6/2008	INV: ...	10/16/2008	265	135.84
Bill	10/6/2008	INV: ...	10/16/2008	265	368.04
Bill	10/8/2008	INV: ...	10/18/2008	263	235.76
Bill	10/8/2008	INV: ...	10/18/2008	263	883.48
Bill	10/8/2008	INV: ...	10/18/2008	263	254.70
Bill	10/8/2008	INV: ...	10/18/2008	263	847.76
Bill	10/8/2008	INV: ...	10/18/2008	263	484.38
Bill	10/20/2008	INV: ...	10/30/2008	251	4,591.00
Bill	10/20/2008	INV: ...	10/30/2008	251	286.95
Bill	10/20/2008	INV: ...	10/30/2008	251	2,442.56
Bill	10/20/2008	INV: ...	10/30/2008	251	546.78
Bill	11/3/2008	INV: ...	11/13/2008	237	361.88
Bill	11/3/2008	INV: ...	11/13/2008	237	128.04
Bill	11/3/2008	INV: ...	11/13/2008	237	695.22
Bill	12/29/2008	INV: ...	1/8/2009	181	1,223.78
Bill	1/7/2009	INV: ...	1/17/2009	172	30.00
Bill	2/12/2009		2/22/2009	136	694.24
Total Nittany Embroidery & Screenprinting					15,113.69
OccuNet					
Bill	4/7/2009	INV: ...	5/7/2009	62	193.83
Total OccuNet					193.83
Old Time Sports					
Bill	11/13/2008	INV: ...	11/23/2008	227	1,227.23
Total Old Time Sports					1,227.23
Ontario Reign					
Bill	4/12/2009		4/22/2009	77	250.00
Total Ontario Reign					250.00
Penelec-1090 Edson					
Bill	6/22/2009		7/2/2009	6	13.47
Total Penelec-1090 Edson					13.47
Penelec-1092 Edson					
Bill	6/22/2009		7/2/2009	6	82.09
Total Penelec-1092 Edson					82.09
Penelec-1142 Reeder					
Bill	6/22/2009		7/2/2009	6	17.47
Total Penelec-1142 Reeder					17.47

Chiefs Professional Hockey LLC

Unpaid Bills Detail

As of July 8, 2009

Type	Date	Num	Due Date	Aging	Open Balance
Reebok-CCM Hockey US, Inc.					
Bill Pmt -Check	8/1/2008	1673			
Bill	9/11/2008	INV: ...	10/11/2008	270	-76.57
Bill	9/12/2008	INV: ...	10/12/2008	269	2,754.14
Bill	9/15/2008	INV: ...	10/15/2008	266	6,950.00
Bill	9/15/2008	INV: ...	10/15/2008	266	1,265.50
Bill	9/17/2008	INV: ...	10/17/2008	264	3,385.23
Bill	9/19/2008	INV: ...	10/19/2008	262	738.11
Bill	9/24/2008	INV: ...	10/24/2008	257	198.11
Bill	9/25/2008	INV: ...	10/25/2008	256	4,061.51
Bill	9/29/2008	INV: ...	10/29/2008	252	771.54
Bill	10/1/2008	INV: ...	10/31/2008	250	348.11
Bill	10/2/2008	INV: ...	11/1/2008	249	378.11
Bill	10/2/2008	INV: ...	11/1/2008	249	447.00
Bill	10/3/2008	INV: ...	11/2/2008	248	1,496.25
Bill	10/3/2008	INV: ...	11/2/2008	248	996.50
Bill	10/6/2008	INV: ...	11/5/2008	245	740.60
Bill	10/8/2008	INV: ...	11/7/2008	243	318.11
Bill	10/14/2008	INV: ...	11/13/2008	237	377.97
Bill	10/16/2008	INV: ...	11/15/2008	235	9,598.00
Bill	10/30/2008	INV: ...	11/29/2008	221	827.97
Bill	11/10/2008	INV: ...	12/10/2008	210	3,818.74
Bill	11/12/2008	INV: ...	12/12/2008	208	16,561.60
Bill	11/25/2008	INV: ...	12/25/2008	195	227.85
Bill	12/3/2008	INV: ...	1/2/2009	187	699.71
Bill	12/22/2008	INV: ...	1/21/2009	168	589.09
Bill	12/22/2008	INV: ...	1/21/2009	168	1,430.66
Bill	1/6/2009	INV: ...	2/5/2009	153	1,995.96
Bill	1/12/2009	INV: ...	2/11/2009	147	47.00
Bill	1/12/2009	INV: ...	2/11/2009	147	5,000.00
Total Reebok-CCM Hockey US, Inc.					5,000.00
					70,946.80
Safeguard Business Systems					
Bill	11/14/2008	INV: ...	11/24/2008	226	174.44
Bill	11/26/2008	INV: ...	12/6/2008	214	31.01
Bill	12/29/2008		1/8/2009	181	1.34
Bill	2/12/2009		2/22/2009	136	5.89
Total Safeguard Business Systems					212.68
Savit M.D., Jan M.					
Bill	2/20/2009	JSpe...	3/2/2009	128	2,800.00
Total Savit M.D., Jan M.					2,800.00
Schmitt, Ray					
Bill	6/26/2009	Leag...	7/6/2009	2	120.41
Total Schmitt, Ray					120.41
Sher-wood Hockey Inc.					
Bill	10/10/2008	INV: ...	10/20/2008	261	804.78
Bill	10/28/2008	INV: ...	11/7/2008	243	1,098.30
Bill	12/1/2008	INV: ...	12/11/2008	209	618.00
Total Sher-wood Hockey Inc.					2,521.08
Sportsmans					
Bill	1/28/2009	INV: ...	2/27/2009	131	72.25
Bill	3/5/2009	INV: ...	4/4/2009	95	35.00
Total Sportsmans					107.25
Springfield Falcons Hockey Club					
Bill	12/10/2008	INV: ...	12/20/2008	200	402.92
Total Springfield Falcons Hockey Club					402.92

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Chiefs Professional Hockey LLC

Unpaid Bills Detail

As of July 8, 2009

Type	Date	Num	Due Date	Aging	Open Balance
Stel Tek					
Bill	5/29/2009	INV: ...	6/13/2009	25	239.56
Total Stel Tek					239.56
Stewart, Pat					
Bill	6/10/2009	Vine st	6/20/2009	18	109.35
Total Stewart, Pat					109.35
The Emblem Source LLC					
Bill	11/24/2008	INV: ...	12/4/2008	216	915.02
Total The Emblem Source LLC					915.02
The Tribune Democrat					
Bill	11/30/2008	INV: ...	12/15/2008	205	643.65
Bill	12/31/2008	INV: ...	1/15/2009	174	1,386.95
Bill	1/31/2009	INV: ...	2/15/2009	143	1,083.46
Bill	2/28/2009	INV: ...	3/15/2009	115	66.71
Bill	3/31/2009		4/15/2009	84	47.71
Bill	4/30/2009		5/15/2009	54	48.42
Total The Tribune Democrat					3,276.91
TTR Sports Medicine Centre					
Bill	1/8/2009	INV: ...	1/18/2009	171	402.40
Bill	5/20/2009	INV: ...	5/30/2009	39	890.00
Bill	5/21/2009	INV: ...	5/31/2009	38	1,092.65
Total TTR Sports Medicine Centre					2,385.05
UK Advertising, Inc.					
Bill	4/1/2009	INV: ...	4/1/2009	98	291.99
Bill	5/1/2009	INV: ...	5/1/2009	68	291.99
Bill	6/1/2009	INV: ...	6/1/2009	37	299.99
Total UK Advertising, Inc.					883.97
University Of Pittsburgh Physicians					
Bill	4/16/2009	RRow...	4/26/2009	73	70.00
Bill	4/27/2009	RRow...	5/7/2009	62	149.00
Total University Of Pittsburgh Physicians					219.00
UPMC - Shadyside					
Bill	4/16/2009	RRow...	4/26/2009	73	1,153.00
Total UPMC - Shadyside					1,153.00
UPS					
Bill	4/23/2009	INV: ...	4/23/2009	76	66.27
Bill	5/23/2009	INV: ...	5/23/2009	46	16.13
Total UPS					82.40
Valenty Bottled Water, Inc.					
Bill	4/13/2009		5/13/2009	56	25.80
Bill	4/30/2009		5/30/2009	39	8.43
Bill	5/31/2009		6/30/2009	8	8.43
Total Valenty Bottled Water, Inc.					42.66
Valley Printing & Design					
Bill	3/18/2009	INV: ...	3/28/2009	102	79.50
Total Valley Printing & Design					79.50
Verizon Select Services					
Bill	10/1/2008	INV: ...	10/11/2008	270	355.10
Bill	12/7/2008	INV: ...	12/17/2008	203	355.10
Total Verizon Select Services					710.20
Western PA Sports Medicine					
Bill	2/6/2009	MKni...	2/16/2009	142	640.00
Bill	2/6/2009	THen...	2/16/2009	142	440.00
Total Western PA Sports Medicine					1,080.00

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Chiefs Professional Hockey LLC

Unpaid Bills Detail

As of July 8, 2009

Type	Date	Num	Due Date	Aging	Open Balance
Wincraft, Incorporated					
Bill	3/6/2009	INV: ...	4/5/2009	94	1,477.37
Total Wincraft, Incorporated					1,477.37
Word Processing Services Inc.					
Bill	5/20/2009	INV: ..	6/19/2009	19	517.69
Bill	6/19/2009	INV: ...	7/19/2009		753.75
Total Word Processing Services Inc.					1,271.44
Ziggy's Sports					
Credit	4/6/2009	09-001			-1,702.00
Credit	4/10/2009	09-002			-465.00
Credit	4/15/2009	09-003			-150.00
Credit	5/30/2009	09-004			-160.00
Credit	6/1/2009	09-005			-80.00
Bill	10/1/2008	JC08-...	10/31/2008	250	2,610.60
Bill	10/15/2008	INV: J. .	11/14/2008	236	6,569.00
Bill	11/3/2008	INV: J. .	12/3/2008	217	768.03
Bill	12/30/2008	INV: J. .	1/29/2009	160	380.14
Bill	1/15/2009	INV: J. .	2/14/2009	144	406.04
Bill	1/20/2009	INV: J. .	2/19/2009	139	240.00
Bill	1/28/2009	INV: J. .	2/27/2009	131	70.00
Bill	2/10/2009	INV: J. .	3/12/2009	118	140.00
Bill	2/10/2009	INV: J. .	3/12/2009	118	180.00
Bill	3/10/2009	INV: J. .	4/9/2009	90	405.00
Bill	3/23/2009	INV: J. .	4/22/2009	77	160.00
Bill	3/23/2009	INV: J. .	4/22/2009	77	2,656.24
Total Ziggy's Sports					12,028.05
TOTAL					\$299,079.78

STOFKO LAW OFFICES

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FAX 814-262-0905
E-MAIL stofkoesq@stofkolaw.com

February 5, 2010

Ms. Patty Berkebile
Prothonotary
Cambria County Courthouse
200 S. Center Street
Ebensburg, Pennsylvania 15931

Re: Chiefs vs. Roustan, et al.

Dear Ms. Berkebile:

I enclose herewith an original and six copies of a complaint in the above matter along with the filing fee of \$79.00. Please forward the copies to the sheriff with the enclosed instructions and check in the amount of \$150 for service of the complaint.

Should you have any questions, please feel free to contact me.

Sincerely,


Dennis J. Stofko

DJS/dd
Enclosures
cc: Mr. Neil Smith