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Commonwealth of Pennsylvania,

Plaintiff,

v.

**Twin Ponds, Inc., Susquehanna Ice House
And Its Successors and Assigns,
Craig V. Gartzke, Cindy L. Gartzke,
Chris C. Haring, William R. Grace and
Elizabeth A. Grace,**

Defendants.

) **IN THE COURT OF COMMON PLEAS**
) **DAUPHIN COUNTY, PENNSYLVANIA**

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) **CIVIL ACTION NO.**

) **2010-CV-11677-EQ**
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STIPULATED FINAL JUDGMENT

On July 2, 1998, Twin Ponds, Inc. and the Gartzkes signed a Business Purchase Agreement for the sale and purchase of the Ice Skating Business of Susquehanna Ice House, including non-competition agreements with respect to the Ice Skating Business, the Roller Skating Business and the Indoor Soccer Business. as modified by Agreement dated June 1, 2003.

Also on July 2, 1998, Twin Ponds, Inc., the Gartzkes and the Graces signed a Restrictive Covenant Agreement making the Ice Skating Business non-compete run with the Property on which the purchased Ice Skating Business had been operated. On August 31, 2009, Chris C. Haring acquired Susquehanna Sports Center from the Gartzkes and agreed to comply with the non-competition agreements originally negotiated by Twin Ponds and the Gartzkes.

D. Defendant, Cindy L. Gartzke, shall mean the former owner of the Susquehanna Ice House, operated at 1001 Bosler Avenue, Lemoyne, Pennsylvania, and now the Susquehanna Sports Center. Cindy L. Gartzke is the wife of Craig V. Gartzke.

E. Defendant, Chris C. Haring, shall mean the current owner of the Susquehanna Sports Center, operated at 1001 Bosler Avenue, Lemoyne, Pennsylvania.

F. Defendant, William R. Grace, shall mean the owner of The Property as defined below. William R. Grace is the husband of Elizabeth A. Grace.

G. Defendant, Elizabeth A. Grace, shall mean the owner of The Property as defined below. Elizabeth A. Grace is the wife of William R. Grace.

H. The Gartzkes shall mean Craig V. Gartzke and Cindy L. Gartzke, husband and wife.

I. The Graces shall mean William R. Grace and Elizabeth A. Grace, husband and wife, owners of The Property as defined below.

J. The "1998 Business Purchase Transaction" shall mean the July 2, 1998 Purchase Agreement for the purchase by Twin Ponds, Inc. of the Ice Skating Business of the Susquehanna Ice House, including the Restrictive Covenant Agreement, First Right of Refusal Agreement and Collateral Assignment of Buyer's Interest in Property Purchase Agreement of the same date, between or among Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, William R. Grace and Elizabeth H. Grace.

K. "The Property" shall mean the property at 1001 Bosler Avenue, situate off Tenth Street in the Borough of Lemoyne, Cumberland County, Pennsylvania, known and numbered as Lot 1-B on a subdivision for William R. Grace recorded in the Cumberland County Recorder of Deeds Office at Plan Book 74, page 58 (the "Property"), on which the Susquehanna Ice House

Ice Skating Business purchased by Twin Ponds in 1998 was originally operated and which now is the Susquehanna Sports Center.

L. "Antitrust Section" shall mean the state and federal antitrust law enforcement unit organized within the Office of Attorney General of the Commonwealth of Pennsylvania.

M. "Settlement Fund" shall mean the aggregate of the monies paid by the Defendants to the Commonwealth pursuant to Section III below.

The Parties hereby agree to the entry of this Final Judgment which provides as follows:

II. INJUNCTION

A. Effective upon the entry of this judgment by the Court, any agreements not to compete or related restrictions with respect to the Roller Skating Business, Indoor Soccer Business and the Ice Skating Business, including any options to extend the same, set forth in the 1998 Business Purchase Transaction and its incorporation into any subsequent purchase agreement, shall be deemed to be void. All other provisions of the 1998 Business Purchase Transaction shall remain in full force and effect.

B. Twin Ponds, Inc., Susquehanna Ice House and Its Successors and Assigns, Craig V. Gartzke, Cindy L. Gartzke and Chris C. Haring shall execute a release to William R. Grace and Elizabeth A. Grace to void the deed restriction within ten (10) days of entry of this Final Judgment.

C. Craig V. Gartzke and Cindy L. Gartzke, and Susquehanna Ice House, now the Susquehanna Sports Center through Chris C. Haring, shall provide within ten (10) days of the entry of this final judgment to William R. Grace and Elizabeth A. Grace an amendment to the lease between the Susquehanna Sports Center, Inc. and William R. Grace deleting additional

condition #3 and modifying additional condition #4 by inserting the word “roller” immediately before the existing term “skating” of the lease agreement of May 1, 2005 to be joined in by Chris C. Haring, the present owner of the Susquehanna Sports Center, Inc.

D. William R. Grace and Elizabeth A. Grace shall record a document voiding the deed restriction dated July 2, 1998, and recorded in Book 581, page 936 in the Cumberland County Recorder of Deeds, after receiving a fully executed release and authorization from Twin Ponds, Inc., Susquehanna Ice House, Chris C. Haring and Craig V. Gartzke and Cindy L. Gartzke agreeing to void the restriction, and provide a copy of same to the Antitrust Section within ten (10) days of entry of this Final Judgment.

E. Twin Ponds, Inc. shall be prohibited for a period of ten (10) years from acquiring any ice skating, roller skating or indoor soccer facility within thirty (30) miles of its current ice skating facilities in Mechanicsburg and Harrisburg, Pennsylvania.

F. Twin Ponds, Inc. shall be prohibited for a period of ten (10) years from entering into any non-compete agreements with any person providing facilities services for ice skating, roller skating and/or indoor soccer unless Twin Ponds, Inc. obtains the prior approval of the Antitrust Section, which shall not be unreasonably withheld.

G. Twin Ponds shall comply with all state and federal environmental law governing the maintenance of the ice making equipment acquired as a result of the 1998 Business Purchase Transaction.

H. Twin Ponds, Inc. shall pay the Commonwealth \$20,000 within ten (10) business days of the entry of this Final Judgment and an additional \$20,000 within 180 calendar days of the entry of this Final Judgment.

I. The Gartzkes shall pay the Commonwealth \$25,000 within ten (10) business days of the entry of this Final Judgment.

J. The Commonwealth shall move to dismiss its related complaint in this Court within ten (10) days of entry of this Final Judgment.

III. SETTLEMENT FUND

Defendants shall have no dominion, control or title to the Settlement Funds, and shall have no right to challenge the Commonwealth's distribution of the Settlement Funds or the manner in which they are utilized. The Commonwealth shall use the Settlement Funds for one or more of the following purposes, as determined by the Attorney General at his or her exclusive option, and otherwise consistent with the laws of the Commonwealth:

A. Distribution to youth hockey programs in Cumberland, Dauphin and Perry Counties to promote the participation of economically-disadvantaged Pennsylvania youth from Cumberland, Dauphin and Perry Counties in youth hockey programs in Cumberland, Dauphin and Perry Counties by subsidizing, in whole or in part, the cost of fees, uniforms, skates and other hockey equipment; however, no Settlement Funds may be used to directly or indirectly benefit the Defendants;

B. Reimbursement of the Commonwealth's attorneys' fees and/or investigation, litigation and settlement administration costs; and/or

C. Reimbursement of the Commonwealth's consultant's and expert's fees.

IV. RELEASES

A. The Commonwealth hereby releases, acquits, remises and forever discharges Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring,

William R. Grace, Elizabeth A. Grace, and their respective administrators, successors and assigns, heirs, corporate officers, directors, employees, agents, representatives and attorneys, from all claims, counter claims, demands, contributions, indemnities, actions, causes of action, suits, right to sue, losses, expenses, costs or controversies it has against it arising under the federal antitrust laws, state antitrust common law and any other claims the Commonwealth could have brought, whether known or unknown, relating to the 1998 Business Purchase Transaction and related documents and terms, including the alleged market allocation agreement between and among Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace except as described hereafter from January 1, 1998, to the date of this Final Judgment. The Commonwealth does not release Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace from any criminal law or tax law claims it may have against Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace whether or not these claims arise from the alleged market allocation agreement between and among Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace, Elizabeth A. Grace and any other legal claim unrelated to such alleged market allocation agreement.

B. Twin Ponds hereby releases, acquits, remises and forever discharges the Commonwealth and their predecessors, administrators, successors and assigns, employees, agents, representatives and attorneys, from all claims, counterclaims, demands, damages, contributions, indemnities, actions, causes of action, suits, rights to sue, losses, expenses, costs or controversies arising or in any way related to the 1998 Business Purchase Transaction and

related documents and terms, including the alleged market allocation agreement between and among Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace, whether such claims are now known or unknown, anticipated or unanticipated, from January 1, 1998, to the date of this Final Judgment.

C. Craig V. Gartzke hereby releases, acquits, remises and forever discharges Commonwealth and its predecessors, administrators, successors and assigns, employees, agents, representatives and attorneys, from all claims, counterclaims, demands, damages, contributions, indemnities, actions, causes of action, suits, right to sue, losses, expenses, costs or controversies arising or in any way related to the 1998 Business Purchase Transaction and related documents and terms, including the alleged market allocation agreement between and among Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace, whether such claims are now known or unknown, anticipated or unanticipated, from January 1, 1998, to the date of this Final Judgment.

D. Cindy L. Gartzke hereby releases, acquits, remises and forever discharges Commonwealth and its predecessors, administrators, successors and assigns, employees, agents, representatives and attorneys, from all claims, counterclaims, demands, damages, contributions, indemnities, actions, causes of action, suits, right to sue, losses, expenses, costs or controversies arising or in any way related to the 1998 Business Purchase Transaction and related documents and terms, including the alleged market allocation agreement between and among Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace, whether such claims are now known or unknown, anticipated or unanticipated, from January 1, 1998, to the date of this Final Judgment.

E. Chris C. Haring hereby releases, acquits, remises and forever discharges Commonwealth and its predecessors, administrators, successors and assigns, employees, agents, representatives and attorneys, from all claims, counterclaims, demands, damages, contributions, indemnities, actions, causes of action, suits, right to sue, losses, expenses, costs or controversies arising or in any way related to the 1998 Business Purchase Transaction and related documents and terms, including the alleged market allocation agreement between and among Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace, whether such claims are now known or unknown, anticipated or unanticipated, from January 1, 1998, to the date of this Final Judgment.

F. William R. Grace hereby releases, acquits, remises and forever discharges Commonwealth and its predecessors, administrators, successors and assigns, employees, agents, representatives and attorneys, from all claims, counterclaims, demands, damages, contributions, indemnities, actions, causes of action, suits, right to sue, losses, expenses, costs or controversies arising or in any way related to the 1998 Business Purchase Transaction and related documents and terms, including the alleged market allocation agreement between and among Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace, whether such claims are now known or unknown, anticipated or unanticipated, from January 1, 1998, to the date of this Final Judgment.

G. Elizabeth A. Grace hereby releases, acquits, remises and forever discharges Commonwealth and its predecessors, administrators, successors and assigns, employees, agents, representatives and attorneys, from all claims, counterclaims, demands, damages, contributions, indemnities, actions, causes of action, suits, right to sue, losses, expenses, costs or controversies arising or in any way related to the 1998 Business Purchase Transaction and related documents

and terms, including the alleged market allocation agreement between and among Twin Ponds, Inc., Susquehanna Ice House, Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace, whether such claims are now known or unknown, anticipated or unanticipated, from January 1, 1998, to the date of this Final Judgment.

V. ENFORCEMENT

For the purpose of determining or verifying compliance with this Agreement:

A. Duly authorized representative(s) of the Commonwealth, the Deputy Attorney General in charge of the Antitrust Section or his designee, on reasonable notice to Twin Ponds, Inc., Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace, shall be permitted, subject to any legally recognized privilege and subject to the presence of counsel and/or an officer of Twin Ponds, Inc., Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace, as applicable, if so desired:

1. Access during its office hours to all documents including, but not limited to, books, ledgers, accounts, correspondence, memoranda, and other records in the possession of or under the control of Twin Ponds, Inc., Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace relating to any matters contained in this Agreement; and
2. Subject to the reasonable convenience of Twin Ponds, Inc., Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace, and without restraint or interference from either Twin Ponds, Inc., Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring,

William R. Grace and Elizabeth A. Grace, to interview individually officers or employees of the Twin Ponds, Inc., Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace regarding any such matters.

VI. FUTURE CONDUCT OF PARTIES TOWARD ONE ANOTHER

The prohibitions specified in A., B. and C. below shall be effective for a period of ten (10) years from the date of entry of this Final Judgment.

A. Twin Ponds, Inc., the Gartzkes and Chris C. Haring will not harass, seek to disrupt or otherwise interfere with each other's respective businesses. The foregoing provision shall not be violated by competitive advertising, promotion, pricing, or other customary activities between two business competitors.

B. Twin Ponds, Inc. shall not circumvent the provisions of this Final Judgment by purchasing indirectly, through a straw or nominee party, any ice skating, roller skating or indoor soccer facility within thirty (30) miles of its current ice skating facilities in Mechanicsburg and Harrisburg, Pennsylvania.

C. In the course of their respective business operations, Twin Ponds, Inc., Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace shall not violate applicable antitrust laws.

D. Nothing in this Final Judgment shall prevent Twin Ponds, Inc. from removing from The Property any and all assets it purchased from Susquehanna Ice House, Inc. as a result of the July 2, 1998 Purchase Agreement, i.e. the compressor, condenser, supporting pipes, wiring and fluids (freon, oil, glycol), provided that no damage shall occur to the property of

William R. Grace and Elizabeth A. Grace and reasonable notice, i.e. two days, shall be given to the Graces before such removal. If any damage occurs as a result of said removal by Twin Ponds, Inc., Twin Ponds, Inc. shall be fully liable for such damage to William R. Grace and Elizabeth A. Grace, provided that the cutting and capping off of the pipes to remove the compressor and condenser units does not constitute "damage" under this Section. Graces shall be permitted to have a contractor on site when the removal takes place to observe the removal who is hereby authorized to stop the removal if any damage other than cutting and capping off of the pipes takes place until the issue is resolved.

VII. RETAINED JURISDICTION

A. Jurisdiction is retained of this matter for all purposes, including but not limited to, the purpose of enabling any of the parties to this Final Judgment to apply to the Court at any time for such further orders or directives as may be necessary or appropriate for the interpretation or modification of this Final Judgment, for the enforcement of compliance therewith or for the punishment of violations thereof.

B. The Commonwealth, Twin Ponds, Inc., Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace shall give each other 30-days written notice before filing a motion or other pleading seeking contempt of court or other sanctions for violation of this Final Judgment. The giving of such notice shall not prevent the Commonwealth, Twin Ponds, Inc., Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace from beginning such proceeding following the expiration of the 30-day period.

C. Any party of this Final Judgment may petition the Court for modification on thirty (30) days written notice to all other parties to this Final Judgment. The parties, by stipulation,

may agree to a modification of this Final Judgment, which agreement shall be presented to this Court for consideration; provided that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of the Commonwealth, Twin Ponds, Inc., Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace.

VIII. CONSENT TO JUDGMENT

A. Twin Ponds, Inc., Craig V. Gartzke, Cindy L. Gartzke, Chris C. Haring, William R. Grace and Elizabeth A. Grace acknowledge that they have read the foregoing Final Judgment, are aware of their respective right to a trial in this matter and have waived that right.

B. The parties admit to the jurisdiction of the Court and consent to the entry of this Final Judgment.

C. The parties stipulate that the undersigned representatives for each party certify that they are fully authorized to enter into the terms and conditions of this Final Judgment and to legally bind the parties they represent to the terms of this Final Judgment.

VIII. COUNTERPARTS

This document may be signed in counterparts.

Dated: _____

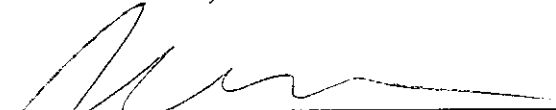
By the Court,

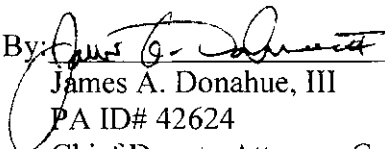
Consented to:

**FOR THE COMMONWEALTH OF
PENNSYLVANIA**

**THOMAS W. CORBETT, JR.
ATTORNEY GENERAL**

TWIN PONDS, INC.


G. Keeder Patton, III *President*
President

By: 
James A. Donahue, III
PA ID# 42624
Chief Deputy Attorney General

Joseph S. Betsko
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Craig V. Gartzke

CINDY L. GARTZKE

Cindy L. Gartzke

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William R. Grace

ELIZABETH A. GRACE

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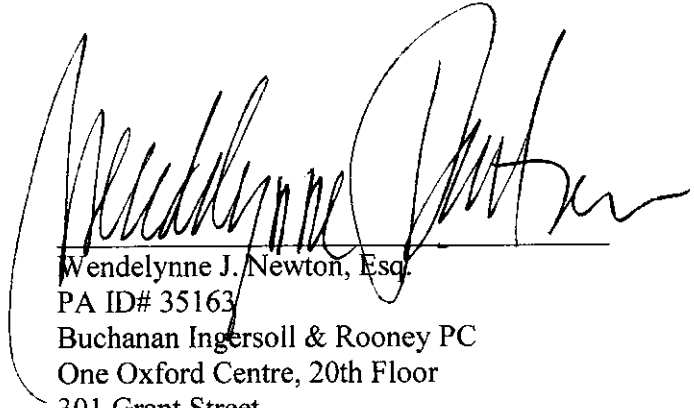
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Craig V. Gartzke

CINDY L. GARTZKE

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William R. Grace

ELIZABETH A. GRACE

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Elizabeth A. Grace

CHRIS C. HARING



Chris C. Haring

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Successor and/or assign to Susquehanna Ice
House

Angela Hudacko, Esq,

PA ID# 206890

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Counsel for Chris C. Haring

Owner of Susquehanna Sports Center

Successor and/or assign to Susquehanna Ice
House

CHRIS C. HARING

Chris C. Haring
Owner of Susquehanna Sports Center
Successor and/or assign to Susquehanna Ice
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