

PROMISSORY NOTE

\$200,000.00

_____, 1982
Washington, D.C.

For value received, the undersigned, _____
(the "Maker"), and if more than one, each of them
jointly and severally, promises to pay to the order of Washington
Football Partners, Ltd. (the "Payee"), on demand during the
period ending August 31, 1985, at the offices of the Payee,
c/o Mr. Berl Bernhard, Suite 915, 1660 L Street, N.W.,
Washington, D.C. 20036, or at such other place as the holder
may from time to time designate, the principal amount of Two
Hundred Thousand Dollars (\$200,000.00), without interest.
Payments of all or a part of this note shall be made to the
holder in accordance with the terms of the Limited Partnership
Agreement of Washington Football Partners, Ltd., dated as of
August 15, 1982 among Capital City Sports Management and the
limited partners named therein (the "Agreement").

This note is referred to in and subject to the Agreement.
This note is given to evidence the obligation, if any, of the
Maker to make capital contributions under the Agreement, which
is conditioned upon demands being made as provided in the
Agreement. Reference is made to the Agreement for a descrip-
tion of the rights and obligations of the undersigned and the
holder with respect to this note.

The Maker agrees to pay all costs of collection incurred
in enforcing this note, including reasonable attorneys' fees
and those costs and attorneys' fees incurred by the holder in
any appellate proceedings.

All persons now or at any time liable for payment of this
note hereby waive presentment, protest, notice of protest, and
dishonor.

This note may be assigned by the Payee or any holder.

IN WITNESS WHEREOF, the undersigned has caused this note
to be executed on the date and year first written above.

IRREVOCABLE LETTER OF CREDIT NO.
(To be issued on Bank Letterhead)

(Issuance Date)

Washington Football Partners, Ltd.
c/o Mr. Berl Bernhard
Suite 915
1660 'L' Street NW
Washington DC 20036

Gentlemen:

By order of our client, (Limited Partner's Name), we hereby open our irrevocable Letter of Credit No. _____ in your favor, for an amount or amounts not to exceed the aggregate amount of US\$200,000.00 (Two Hundred-Thousand and 00/100 US Dollars), effective immediately and expiring on August 31, 1985.

Funds under this Letter of Credit are available against your sight draft(s) drawn on us, mentioning our Letter of Credit No. _____. Each such draft drawn hereunder must be accompanied by:

1. Your original Certificate signed by the General Partner of the Washington Football Partners Ltd., or any transferee of this Letter of Credit, stating that the funds drawn are due and payable under the Demand Promissory Note signed by (Limited Partner's Name) and dated (date of Note), and that demand for payment was made to (Limited Partner's Name) at least 15 days prior to the date of the Certificate, and that said demand for payment had not been met accordingly.

Partial Payments are permitted: immediately following our honoring of any draft drawn hereunder, the aggregate amount available hereunder shall be reduced by the amount of such draft. Any Certificate submitted hereunder shall be conclusive as to such matters.

This Letter of Credit is transferable. No transfer hereof will be effected until request for transfer has been completed on the transfer form attached hereto, and our customary transfer fee has been paid.

We have been informed that issuance of this Letter of Credit is relative to (Limited Partner's Name) discharge of his obligations pursuant to the Limited Partnership Agreement of Washington Football Partners Ltd., dated as of August 20, 1982, among Capital City Sports Management (the "General Partner") and the limited partners named or to be named therein.

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This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any document or instrument referred to herein or in which this Letter of Credit is referred to or to which this Letter of Credit related, and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms and conditions of this Letter of Credit that such drafts will be duly honored upon presentation to (Name and Address of Issuing Bank) on or before August 31, 1985.

Very truly yours,

Authorized Signature of Issuing Bank

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