

## TOURNAMENT OF ROSES/ROSE BOWL NON-BINDING TERM SHEET

1. Parties	The City of Pasadena and its agent, the Rose Bowl Operating Company (collectively, the "City"), and the Pasadena Tournament of Roses Association ("TOR").
2. Purpose	<p>The City, TOR and the Regents of the University of California, a California public corporation on behalf of the University of California, Los Angeles ("UCLA"), are discussing a proposed Rose Bowl Renovation Project (the "Project") which would renovate the Rose Bowl Stadium (the "Stadium") to meet the following strategic planning objectives:</p> <ol style="list-style-type: none"> <li>1. Improve Public Safety;</li> <li>2. Enhance Fan Experience;</li> <li>3. Maintain National Historic Landmark Status;</li> <li>4. Develop Revenue Sources to Fund Long Term Improvements; and</li> <li>5. Enhance Facility Operations.</li> </ol> <p>The Project would be funded through (i) the issuance of bonds ("Bonds") by the City that would be repaid through a combination of revenue sources generated at the Stadium and through events held at the Stadium, and (ii) other funding sources. TOR has entered into that certain Master License Agreement No. 18,313 dated as of January 1, 2003, as amended by that certain Agreement No. 18,313-1 dated as of October 1, 2003 and that certain Agreement No. 18,313-3 dated as of October 2, 2008 (collectively, the "Agreement"), with the City and would materially benefit from the improvements and intends to agree to make certain financial accommodations to assist with the completion of the Project. The City and TOR desire to enter into a new amended and restated agreement (the "New Agreement"). This Term Sheet describes the material changes to be made to the provisions in the existing Agreement and the new material terms to be included in the New Agreement. All other terms of the existing Agreement not inconsistent with the terms of this Term Sheet shall remain unchanged in the New Agreement. Capitalized terms used herein and not otherwise defined herein are used with the definitions set forth therefor in the New Agreement.</p>
3. Cooperation	The parties acknowledge that cooperation is critical to the overall success of the Project and to the City's ability to meet annual debt service requirements. The parties intend to cooperate fully on the terms herein in order to achieve the mutual objective of providing the

	<p>public, in person or through the media, with well-managed and well-presented events. The parties further agree to cooperate to maximize the revenue streams that are intended to meet the annual debt service requirements, including but not limited to full cooperation in publicizing and promoting the sales of the premium seating and lounge membership opportunities, on the terms set forth herein. The City or its sales and marketing agents, on the one hand, and appropriate representatives from TOR, on the other hand, shall meet regularly to cooperatively develop approaches for the selling of premium seating. The parties shall also cooperate in the design and execution of an effective media and public relations strategy regarding the Project.</p>
<p>4. Term</p>	<p>The New Agreement shall become effective upon execution, subject to approval by City Council, TOR, and any other required governing body. The term shall expire following the expiration of the Tournament Year after the 2043 Rose Bowl Game.</p>
<p>5. City General Bowl Seating Tickets</p>	<p>After commencement of the Project, TOR shall make available to the City for each Rose Bowl Game or future Rose Bowl event staged by TOR at the Stadium at face value, 1,615 tickets for "general bowl seating"; provided, that the number of such tickets shall be adjusted from time to time on or before substantial completion of the Project to an amount equal to: 250 tickets PLUS the product of (x) 1,365 and (y) a ratio the numerator of which is the number of general bowl seats for which tickets are available for the applicable Rose Bowl Game or future Rose Bowl event, and the denominator of which is the number of general bowl seats for which tickets are available as of the date of the Agreement. The seat locations represented by the tickets shall include 250 seats in the end zones and the remaining seat locations shall be of at least the same quality, on a proportionate basis, as the general bowl seating tickets that TOR has for each such event.</p>
<p>6. City Premium Seating</p>	<p>6.1 Following completion of the Press Box area in the Stadium, TOR shall provide the City with tickets for all Premium Seating locations (luxury seats, club seats and loge boxes) in the new Press Box created by the Project for a per ticket price equal to the average price of tickets for seats located in the general bowl seating in the 5 rows immediately below the corresponding adjacent Premium Seating area in the Press Box, not to exceed the price paid for such a ticket by a member of TOR. TOR shall retain all ticket revenues.</p> <p>6.2 The City shall manage the Premium Seating inventory and its operations and marketing, and be entitled to collect all of the revenue from the sale of rights to use the Premium Seating areas and for admission to the lounges.</p> <p>6.3 The City shall have the option to retain two (2) luxury suites at</p>

	no additional charge (the cost of such luxury suite Tickets shall be paid to TOR in accordance with paragraph 6.1 above).
7. TOR Premium Seating	<p>7.1 TOR shall be provided with Suites E8 and F6 as described on <u>Attachment C</u> for use at each Rose Bowl Game at no charge. TOR shall pay for concessions and any other incidentals, consistent with generally established suite policies.</p> <p>7.2 Prior to Substantial Completion the City shall grant TOR a one-time Right of First Offer to acquire a license to use the following Premium Seating at market prices and terms generally available to patrons (which prices may increase on an annual basis by 3% per year):</p> <ul style="list-style-type: none"> <li>(i) Nine (9) luxury suites for the annual Rose Bowl Games.</li> <li>(ii) One (1) luxury suite pursuant to the City's standard luxury suite agreement, which shall include without limitation, each of the UCLA games played at the Stadium and the Rose Bowl Games.</li> <li>(iii) Seating for up to all of the Veranda Level club seats for the annual Rose Bowl Games.</li> </ul> <p>7.3 Following Substantial Completion, the City shall grant TOR a Right of First Offer to acquire an annual license to use Premium Seating (whether or not described above) as and when such Premium Seating becomes available from time to time for the then upcoming Rose Bowl Game at market price.</p> <p>7.4 If TOR wishes to exercise its Right of First Offer under 7.2 with respect to any Premium Seating, then it shall, within 60 days after the receipt of written notice from the City, deliver written notice to the City exercising its Right of First Offer for some or all of the Premium Seating identified in the City's first offer notice. If TOR does not exercise its Right of First Offer within the required 60 day period, or accepts less than all of the Premium Seating offered, the right for the portion of the Premium Seating not accepted shall terminate and the City shall be free thereafter to provide that Premium Seating to anyone on any terms; subject, however, to further Rights of First Offer as and when such Premium Seating becomes available again in the future.</p>
8. TOR Rose Bowl Stadium and Facilities	Except for the rights granted to the City in Paragraph 9 below, TOR's license during the Rose Bowl Use Period to use the area of the Rose Bowl Facilities known as Area H shall include, without limitation, (i) the exclusive right to host sponsors of TOR, the Rose Bowl Game and/or the Tournament of Roses Parade, and provide hospitality tents and related facilities related to the staging thereof, and (ii) the

	exclusive right to host events planned for less than 800 attendees associated with colleges, universities and conferences with teams in the Game, including without limitation, current and former students and employees of such colleges, universities and/or conferences and their guests ("Alumni Events").
9. City Rose Bowl Stadium and Facilities Tournament Related Events	Subject to TOR's rights under the New Agreement, on Rose Bowl Game Day, the City shall have the right to use the Rose Bowl Stadium and related facilities and parking areas that are (i) inside the Stadium Fence for purposes of hosting events for ticketed attendees of the Game, after substantial completion of the Project, and (ii) outside the Stadium Fence for purposes of hosting Alumni Events of 500 or more guests. These rights shall include without limitation the right to provide hospitality tents and related facilities, and the right to charge admission for entry into the events. The City may host a public tailgate/fan fest event in Area H on Rose Bowl Game Days on an annual basis, subject to the Staging Plan and an agreement as to coordination of use of space within Area H.
10. T.V. Revenue	TOR shall continue to retain all T.V. revenue after substantial completion of the Project but shall be solely responsible for all expenses incurred related to T.V. production.
11. Concessions	The City shall retain all revenue from the sale of food and beverages. TOR shall retain all revenue from the sale of all merchandise ("Merchandise"), including without limitation Merchandise on which there is affixed a service mark, trademark or trade name ("Marks") owned by TOR or any of its affiliates, and/or any collegiate football Marks or Marks owned by the collegiate conferences known collectively as the BCS or its affiliates, that are playing in the Game. TOR has exclusive rights to sell Merchandise within the Rose Bowl Facilities during its Exclusive Use Period, and within the Arroyo Seco Area from December 26 <sup>th</sup> through the day after the Rose Bowl Game each year. In the event the City desires to sell Merchandise within TOR's exclusive areas, the City may do so only upon prior written consent of TOR.
12. National Championship Games	TOR agrees to use commercially reasonable efforts to host as many national college football championship games at the Stadium as it can obtain. The City agrees to use commercially reasonable efforts to grant TOR the rights to host such additional national college football championship games at the Stadium.
13. Ticket Surcharge	The City reserves the right to impose a new capital maintenance user fee on all tickets priced at face value in excess of \$100 per ticket for all events held at the Stadium, not to exceed the following amounts: (i) during calendar years 2012 through 2021, a capital maintenance user fee of \$10 per admission ticket or license shall be imposed for

	each seat obtained in connection with such ticket or license, (ii) during calendar years 2022 through 2031, a capital maintenance user fee of \$15 per admission ticket or license shall be imposed for each seat obtained in connection with such ticket or license, and (iii) during calendar years 2032 through 2043, a capital maintenance user fee of \$20 per admission ticket or license shall be imposed for each seat obtained in connection with such ticket or license.
14. Parking Surcharge	A \$5.00 surcharge, with \$1.00 increases every 5 years, will be imposed on each paid vehicle in City controlled lots.
15. Admission Taxes	The City may impose admission taxes on tickets to Rose Bowl Events; however, any increases shall not exceed, on an annual basis, not to exceed the increase in the Consumer Price Index Rate for the preceding year.
16. Annual Base Fee	The Annual Base Fee payable by TOR for the Rose Bowl Stadium under the Agreement will be increased annually by the annual increases in the consumer price index (U.S. City Average), which increase shall be no less than zero nor more than three percent (3.0%) per year.
17. Annual Gift	TOR shall make an additional annual gift to the City of \$100,000 during the term of the Agreement (30 years) commencing after substantial completion of the Project.
18. Base Project Description	<u>Attachment A</u> contains a description of the material elements of the Project that are currently contemplated (the "Base Project"). It is estimated that the aggregate cost of the Project will be approximately \$151,900,000 and construction is expected to commence during January of 2011.
19. Priority Project Items	In the event that the proceeds from the sale of the Bonds and other sources exceed the estimated or actual expenses for the Base Project, <u>Attachment B</u> lists the items to be added in order of priority.
20. Advertising Rights	Parties rights in regard to advertising and signage shall be as set forth as in Attachment D.
21. Seat Replacement (if applicable)	It is anticipated that new sideline seats will be installed but the type of seat is subject to the reasonable approval of TOR and UCLA. The seats shall not have a width in excess of 19" with arm-rests.

22. Surplus Revenue	<p>Once the Project is substantially completed, then any Surplus Revenue* as defined will be allocated and distributed as follows:</p> <p>50% to City for Stadium Capital Repair, Replacement and Improvement Reserve which shall be used to fund Priority Project Items as shown on Attachment B, held in a Financing Reserve to pay financing costs, and/or to fund Stadium operating shortfalls;</p> <p>25% to UCLA; and</p> <p>25% to TOR.</p> <p>*Surplus Revenue is generally defined as revenue received by the City generated from sales of rights to use Premium Seating, lounge memberships, parking surcharges, capital maintenance user fees, advertising/sponsorship, concessions and other miscellaneous activities (meetings, banquets, etc.) less \$4.1 million baseline set aside (increasing annually by 3%). Specifically excluded from Surplus Revenue is revenue generated from BCS National Championship Games and interim NFL Games; provided, however, that such excluded revenues received by the City will be deposited into the Stadium Capital Repair, Replacement and Improvement Reserve and shall be allocated and distributed accordingly (which may include without limitation use for Project).</p>
23. UCLA Agreement	<p>The parties understand that UCLA must agree to amend its existing agreement with the City in order for the Project to move forward and the City, concurrent herewith, is negotiating with UCLA in that regard. Therefore, final agreement, execution and delivery of the agreement between UCLA and the City is a condition precedent to the effectiveness of the New Agreement.</p>
24. Non-Binding Term Sheet	<p>This Non-Binding Term Sheet is intended as an outline of the major provisions of the New Agreement only and is not binding on any party hereto. As a result, neither the City nor TOR has any legal obligation or liability to the other with respect to any matter set forth in this Non-Binding Term Sheet unless and until a mutually agreed upon definitive agreement is executed and delivered by such parties.</p>

## **Attachment A**

### **Rose Bowl Renovation Project**

#### **CONCOURSE IMPROVEMENTS**

- Site work (prepare concourse for new structures/landscaping/fencing/paving)
- Restroom Building Improvements (33% increase in fixtures)
- Concessions Building Improvements (50% increase in points of sale)
- Upgrade all 8 Entry Gates
- Upgrade Stadium Service Yard and Storage at north side of stadium and provide improved maintenance work areas under stadium at south end
- Upgrade Utility and Infrastructure Backbone for stadium

#### **STADIUM IMPROVEMENTS**

- North Video Board (30' high x 78' wide) with up to 6 independent advertising panels at the rim and an 11' high neon 'signature signage' element centered on top of the new video board
- Reconstruct Historic Scoreboard with up to 4 independent advertising panels at south end
- Provide new 11' high neon 'signature signage' advertising opportunity on the east side attached to the existing speaker platform with new LED game time and game informational board
- Field Wall and Hedge Restoration (modify end zone seating to reestablish field level wall, provide removable bleachers at clipped corners and LED advertising panels at ends of field hedge – 4 locations)

#### **EXITING IMPROVEMENTS**

- Widen up to 12 stadium tunnels at north and south end zones
- Repair concrete deck, provide additional exit aisles with intermediate concrete steps at end zones
- Field Level Exit path (remove lower seating, create hedge barrier, provide exit path under stadium with removal seating for other event exiting, and modify field tunnels 7A and 15A)

#### **PRESS BOX IMPROVEMENTS**

- Demolish existing narrow press box wings and rebuild to approximately 55' wide
- Perform selective demolition to center section of existing press box and remodel (reuse existing foundations, steel super-structure, service cores, and elevator bank)
- Proposed Improvements and Premium Seating Inventory
  - Level A (Ground Level)
    - Remodeled Elevator Bank with 2 new Escalators
    - New Loading Docking and Service Elevator
  - Level B (Service Level)
    - New Commissary and Commercial Kitchen
    - New Mechanical and Storage Areas

- Level C (Horizon Level)
  - New Membership Lounge with upgraded concessions and restroom facilities with direct access from the top of the west stadium seating sections
- Level D (Loge Box & Club Seating Level = *current Level 1*)
  - 48 Loge Boxes 192 seats
  - Club Seats with access to adjacent club lounge 712 seats
- Level E (Suite Level = *current Level 2*)
  - 28 Luxury Suites 448 seats
  - 4 VIP Game Day suites 128 seats
  - Club Seats with access to club lounge at Level D 420 seats
- Level F (Veranda Level = *current Level 3*)
  - South Media Area with work area and hospitality 160 seats
  - North Media Area with work area and hospitality 110 seats
  - Veranda Club Seats with Private Lounge 144 seats
  - 18 Veranda Level Luxury Suites 360 seats
- Level G (Broadcast/Control Level = *current Roof Level*)
  - 1 TV Broadcast Room
  - 1 additional TV Broadcast Room or 2 Radio Booths
  - 2 Coaches Booths
  - 6 Radio Booths
  - 1 Stat Room
  - 1 Replay Room
  - 1 Command Center
  - 1 A/V Production Room

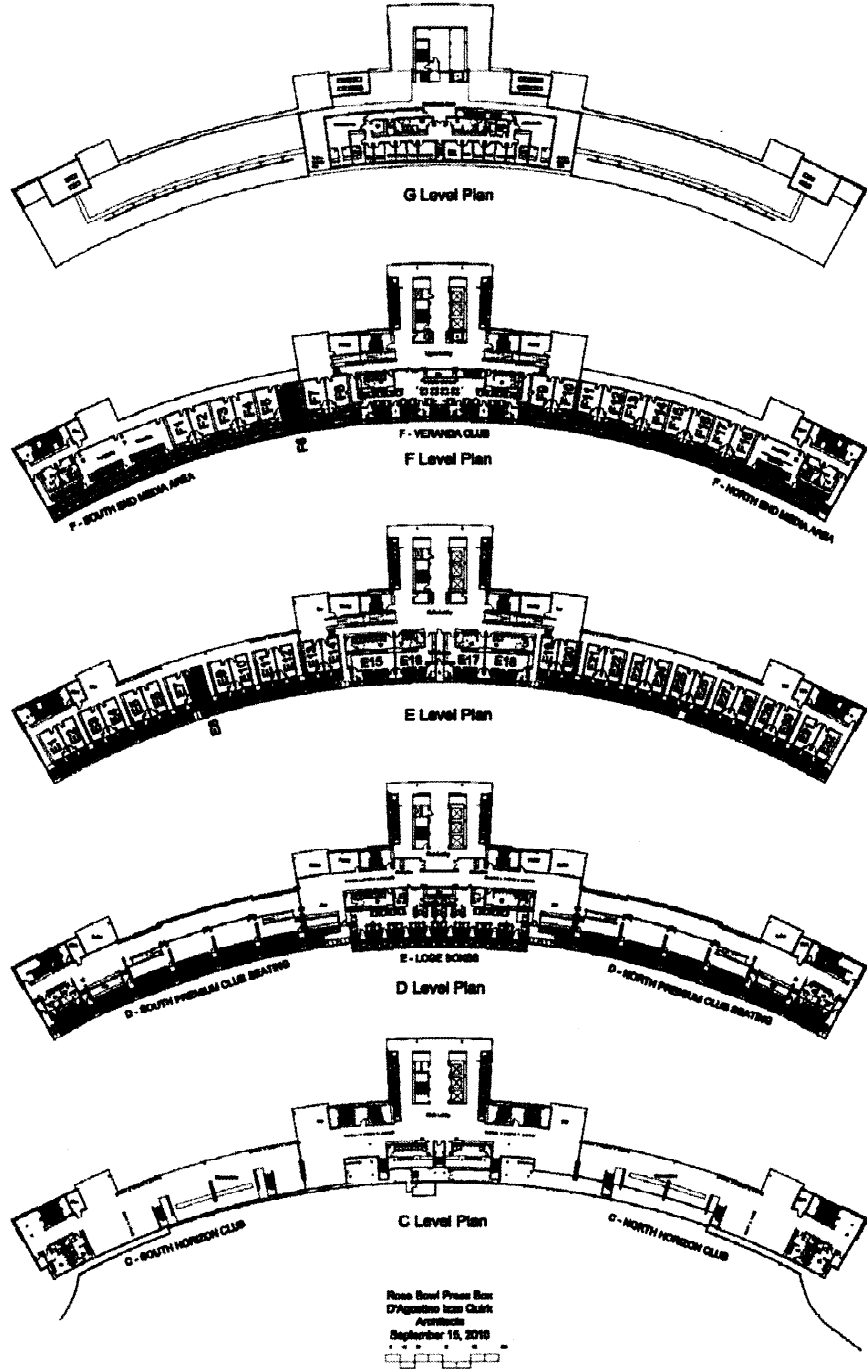


## **Attachment B**

### **SECONDARY RENOVATIONS**

- Sideline Chair Replacement\*/ Concrete Repair/ New Exit Aisles with intermediate steps
- Field Level Lounges (Northwest, Northeast, Southwest, and Southeast)
- Concourse Level Original 1922 Locker Room Lounges (Northwest and Northeast)
- Extend sideline exiting below stadium to access lounges for non-football events
- Remodel existing restrooms to conform to new project design aesthetic
- New Hall of Fame/Museum

Attachment C



## Attachment D

### ADVERTISING PARAMETERS AND RESTRICTIONS

Licensee/ISP acknowledges that the following describes the advertising parameters related to the annual Rose Bowl Game hosted by the Pasadena Tournament of Roses Association ("TOR"). All Rose Bowl Operating Company ("RBOC") rights outlined below are included in RBOC's exclusive grant of rights to Licensee. In the event that Licensee is materially restricted or impaired in its ability to utilize the rights described herein, beyond the limitations listed below, the parties will equitably adjust the financial guarantees defined herein accordingly. All rights granted to RBOC by the TOR below are assigned and granted to Licensee.

NOTE: The Rose Bowl Game Presenting / Title sponsor is exempt from all restrictions.

1. The RBOC/ISP retain control of all permanent signage (which includes "rim" LED) during the TOR events.

This includes the signage inside the fence line of the stadium (rim, concourse, gates, current Budweiser signs, etc) for which ISP sponsors will continue to receive exposure during all events. With respect to the field level LED signs, this will not be utilized for the TOR Bowl Game. The TOR shall have rights to temporary field level signage by utilizing a field wrap, but not a field led advertising display board, provided the sponsors on the field wrap shall not compete with the RBOC/ISP 8 protected clients, with the exception of the title or presenting sponsor of the Game. It should be noted that signage guidelines shall be mutually agreed upon including having an area adjacent to the Budweiser signs, which may not have temporary signage adjacent to the permanent signs.

2. The RBOC/ISP field level signage (currently Budweiser) will be visible during the Tournament of Roses bowl game; however, the RBOC will not sell any field level signage, beyond current Budweiser field signs.

RBOC/ISP understands that beyond the current Budweiser signs, no other sponsor may be visible at field level. Further, ISP understands that the Association has already contractually granted the rights to temporary field level signage to the broadcaster (as is their right in the master license agreement between the City of Pasadena and the Association) and as such, temporary signage is not available to either the City or ISP for commercial use. \ However, the Association has agreed that should any broadcast sponsor that would otherwise appear at field level on temporary signage (other than the title/presenting sponsor of the game) be in conflict with one of the Stadium's eight protected categories, the Association will cause the broadcaster to promote that (or those) sponsor(s) virtually (see number 3 below) in such a manner that will not cover or obstruct any RBOC/ISP signage.

3. The TOR has rights to virtual advertising, but will not superimpose or cover up any RBOC signage. RBOC/ISP will coordinate with the TOR's broadcaster and use best efforts to provide suitable locations within the stadium to present virtual advertising.

The TOR may utilize virtual advertising in approved field level locations, which will only be visible to fans watching the game on television. The TOR will not cover or obstruct any RBOC/ISP permanent signage.

4. The TOR has "in the team box" rights.

For the TOR bowl game, the TOR has the rights in the team box. The limits of these rights shall be substantially similar to those rights that are commonly granted to broadcasters of similar events in consistent with practice as of the effective date.

5. The TOR will not compete with the eight (8) key categories, except for: presenting sponsor (all rights), interior signage, concourse signage (group recognition only), signage on outside of hospitality areas provided that TOR doesn't compete with stadium eight (8) key categories.

**PRESENTING SPONSOR:** ISP understands that the official presenting sponsor of the TOR may conflict with any sponsor sold by ISP; however the official presenting sponsor of the TOR and ISP's sponsors will co-exist at the bowl game.

**CONCOURSE SIGNAGE:** The TOR may display up to eight (8) group recognition banners on the concourse which recognize the BCS broadcast sponsors (traditionally a 3-sided stand-up banner). This group recognition banner of BCS sponsors may include sponsors who are in conflict with the RBOC/ISP 8 protected clients; however this only applies to the BCS broadcast sponsors and will not be sold separately. The TOR will not sell or display other concourse signage that is in conflict with the RBOC/ISP 8 protected sponsors.

**HOSPITALITY:** The RBOC/ISP may conduct a hospitality function for its sponsors' ticketed patrons inside the Stadium fence but will not be in conflict with the public hospitality sold by Tournament Run or Contracted Hospitality. At the expiration of the current agreement between TOR and Prime Sport (need to insert date), ISP will be invited to bid on the TOR's public Hospitality contract.

**HOSPITALITY SIGNAGE:** Tournament Run or Contracted Hospitality may display signage on the outside of its hospitality areas. However, the TOR agrees to insure that the hospitality signage which is visible from outside the hospitality area does not conflict with the RBOC/ISP 8 protected sponsors.

**PUBLIC TAILGATE EVENT/FAN FEST:** The RBOC/ISP may set up and conduct a public tailgate/fan fest event in Area H on terms and conditions consistent with TOR and RBOC Master License Agreement. ISP understands that Tournament Run or Contracted Hospitality's official TOR hospitality will also be located in Area H however it is not intended to include a public tailgate/fan fest area, only hospitality.

**TOR EVENTS/NON-GAME DAYS:** The RBOC/ISP sponsors will not be protected on non-bowl game days at the Rose Bowl Stadium for any TOR hosted event. TOR may include sponsorship recognition at any such event.

6. RBOC has the right to eight (8) kiosks, TOR only has kiosk rights if the kiosk sponsors do not compete with the RBOC key stadium partners.

The TOR will not sell a kiosk presence to any sponsor that conflicts with the RBOC/ISP 8 protected clients. RBOC/ISP may sell eight kiosks which have a presence at the TOR bowl game. Locations of the kiosks will be mutually agreed upon. If space is limited on the concourse, expanded areas for sponsor visibility may occur outside stadium gates.

7. The TOR will run and manage the videoboard during the TOR game; however, RBOC has the right to run up to eight (8) vignettes during the game, TOR sponsors will not compete with the RBOC's eight (8) key clients.

The RBOC/ISP may run up to eight (8) vignettes during the TOR bowl game on the videoboard. The parties will agree upon when those vignettes will run on the videoboard. The TOR vignette sponsors will not compete with the RBOC/ISP 8 protected clients except that the RBOC/ISP understand that the spots as required by the broadcast contract may conflict with any of the RBOC/ISP sponsors. In the event that broadcaster is provided videoboard commercials, RBOC/ISP shall be provided "like for like" and will also be allowed to utilize up to four (4) thirty (30) second commercials during the TOR Bowl Game. Each RBOC/ISP thirty (30) second commercial shown shall be the equivalent of one (1) vignette. For clarification, the RBOC/ISP will have eight (8) units (one unit is equal to either one sponsored vignette or one 30 second commercial) during the TOR bowl game. The TOR will run the vignettes at no cost to ISP as part of its game day production; however the RBOC / ISP will be responsible for the full production cost of such vignettes.

8. The TOR will have exclusive rights to the public address announcements during the TOR game; however the TOR may not run public address announcements for sponsors which conflict with the RBOC eight (8) key categories. The RBOC will not have any public address announcements.

While the TOR traditionally has not done public address announcements, in the event that the TOR elects to do PAs in the future, the PAs will not conflict with the RBOC/ISP 8 protected clients.

9. ADDITIONAL ITEMS. 8 RBOC/ISP clients will be protected and not have competing sponsors at the TOR events except for the following instances:

Presenting / Title sponsor

Inside a private tent

Non-game day events

Broadcast element (TV commercials and virtual advertising)

Game Program

Videoboard if the conflict is because of an ESPN BCS sponsor

Press conference areas

“You are here” signage produced by the TOR and displayed for the TOR event

Goal post nets/goal post pads

Videoboard scroll

Inside Locker Rooms

10. VIDEOBOARD SCROLL. ISP acknowledges that the TOR will utilize the videoboard during the TOR bowl game to recognize its sponsors for the TOR (including the parade), including those that may conflict with the RBOC/ISP 8 protected clients. This scroll will simply include the text of the company names, not any company logos, unless parties agree otherwise.

11. GATE SAMPLING / PREMIUM DISTRIBUTION. All food or beverage sampling must be approved by the RBOC concessionaire. The parties recognize the existing Taco Bell agreement which will be honored until its expiration and any extension/renewal with Taco Bell. Beside Taco Bell, no sponsors will conflict with the RBOC/ISP 8 protected clients. ISP may sell additional sponsors beyond the 8 protected clients. For any additional gate sampling or product distribution location(s) will be mutually agreed upon by ISP, the Association and the RBOC.

12. IN-STADIUM BROADCAST STATION. ISP understands that the broadcast partner will have a sponsor of the broadcast space inside the stadium for pre-game/halftime/postgame. The RBOC and TOR will insure that the broadcast booth will not have any advertising exposure when in collapsed during all non-pre-game/halftime/post game times.

13. NATIONAL CHAMPIONSHIP GAME. For any national championship game, the Association will insure that the RBOC/ISP will retain all permanent signage in the venue (including the run RBOC sponsors on the “rim” signage, concourse signage, etc.) and insure that none of this signage is covered up, removed or other images superimposed over any signage. However, all parties recognize that the National Championship Games are separate events whose terms must be negotiated based on requirements from the event owner (currently the BCS) and that the grant and/or retention of such rights may be beyond the control of any of the three parties (RBOC, ISP and ToR). Should there be such a conflict, the parties will work together to develop mutually acceptable terms. In the event that the permanent signage in the Rose Bowl is not visible for all events, including any National Championship Game (except for the field level LED), ISP will make an equitable adjustment in the annual royalty.

Unless the television broadcast partner is interested in partnering to create a fan fest area, ISP will not be able to create a fan fest area at the BCS National Championship game. In the event that the television broadcast sponsor is interested in partnering with the City to create a fan fest area, ISP will have the first right of refusal to partner with the TV broadcast partner in this endeavor.