

ISP/RBOC NON-BINDING TERM SHEET

1. Parties	The Rose Bowl Operating Company("RBOC") as agent for the City of Pasadena, on the one hand, and ISP Sports, LLC ("ISP"), on the other hand.
2. Purpose	This Term Sheet describes the material terms to be included in the Agreement between ISP and RBOC. Subject to stated limitations and restrictions, the RBOC grants ISP the exclusive right to all commercial inventory in and around the Rose Bowl Stadium, including, but not limited to those rights currently managed by Premier Partnership and the RBOC. These rights include all commercially viable and marketable rights around the Rose Bowl Stadium, including, but not limited to the official internet site, hospitality, promotions and at-event impact opportunities, all athletic venue signage and promotion, and the use of certain marks and logos. The parties will include a comprehensive inventory list in the Definitive Agreement. Subsequent to substantial completion of the project, the addition, cost, and placement of any inventory beyond what is currently contemplated in the plan shall be mutually agreed upon by the parties.
3. Royalty	ISP will pay the RBOC an annual Guaranteed Rights Fee outlined for each applicable Agreement Year, plus 50% of Adjusted Gross Revenue in excess of the stated Revenue Sharing Thresholds for each Agreement Year. The annual Guaranteed Rights Fee and Revenue Sharing Thresholds are outlined in Exhibit "A" attached hereto.
4. Term	Fifteen (15) Agreement Years, with "Agreement Year" defined as July 1 through June 30. The first Agreement Year begins July 1, 2011. The RBOC acknowledges that ISP's annual Guaranteed Rights Fees are based upon its ability to sell the new advertising equipment and that any delay or partial installation of this inventory will impact ISP's ability to honor the guaranteed rights fees. In the event of early termination of the Definitive Agreement, ISP will receive a termination fee payment from the RBOC equal to ISP's aggregate losses, not to exceed \$1,000,000, plus \$2,000,000.
5. Division of Revenue	As UCLA's multi-media rights holder, ISP has access to certain inventory at the Rose Bowl during UCLA football games. Revenue generated from the sale of that inventory will continue to be part of the rights fee calculation to UCLA and excluded from any payments to the RBOC.
6. Commission Paid for Temporary	ISP will no longer be required to pay the RBOC any commission (currently a 40% commission) on temporary signage sales as

<p>Signage at UCLA Football Games</p>	<p>outlined in the RBOC/UCLA lease. The annual Guaranteed Rights Fee includes that fee. It is understood that UCLA's temporary signage rights outlined in the existing RBOC/UCLA lease shall continue unchanged in the new (or amended) RBOC/UCLA lease following the renovation. In the event ISP (or an affiliated entity) does not retain the multi-media rights to UCLA as it currently does pursuant to its Athletics Properties Agreement dated as of July 1, 2005 with UCLA, and the Definitive Agreement is still in effect, the RBOC shall remit to ISP the 40% commission paid by UCLA to the RBOC.</p>
<p>7. Adjusted Gross Revenue</p>	<p>Adjusted Gross Revenue ("AGR"), which is used in the revenue sharing calculation, will be defined as all collected cash revenue derived from the rights granted by the RBOC, less the following expenses: a) advertising agency commissions, and third-party sales commissions not to exceed 15% of annual gross revenue, b) reasonable fulfillment costs, and c) the cost of any tickets/event passes purchased by ISP for the Rose Bowl game and/or its related events above and beyond the RBOC ticket allotment.</p>
<p>8. Financial Information</p>	<p>The financial guarantees are based on the advertising and sponsorship revenue information provided to ISP by the RBOC. Should this information be deemed materially inaccurate, the parties will equitably adjust the financial guarantees accordingly.</p>
<p>9. Outstanding Commissions</p>	<p>Upon the commencement of the Definitive Agreement, should the RBOC owe Premier Partnerships, Inc. or any other entity any outstanding commission payments, the RBOC will settle these payments directly with Premier Partnerships, Inc. or other entity.</p>
<p>10. Assignment</p>	<p>As of July 1, 2011, all advertising and sponsorship agreements as well as all revenue streams which comprise the "current book" of advertising and sponsorship revenue will be assigned to ISP. No agreements will be exempted from assignment. If RBOC is unable to assign any agreements to ISP, RBOC will continue to bill and collect all sponsorship amounts and pay ISP all contracted sponsorship amounts. If the assignment of a sponsor agreement affords a sponsor the opportunity to terminate the agreement, and the sponsor elects to do so, an equitable adjustment (in consultation with RBOC) will be made to the annual Guaranteed Rights Fee for any terminated agreement.</p>
<p>11. Equipment</p>	<p>The RBOC will be responsible for the construction, installation, insurance, and ongoing maintenance of all existing and new signage equipment as described in the plans provided to ISP in June 2010. This proposal assumes that the RBOC will install the new LED rim signage, tower sign, field level signage and all other</p>

	signage outlined in the plans shared with ISP in June 2010. ISP will have input to insure that signage locations maximize sponsor exposure, to the extent possible. The RBOC will facilitate the fulfillment of inventory sold during uncommitted events and will include within its contracts the requirement that the tenants honor ISP's advertiser agreements. The RBOC will include within its contracts the requirement that the Tournament of Roses and all other tenants fulfill ISP's sponsor obligations, and, in the case of for the Tournament of Roses bowl game, to include the vignettes in its event production at no cost to ISP.
12. Field Level LED	The RBOC will consult with ISP in determining the position of the field level LED in order to insure maximum advertising value from the signage. ISP understands that certain special events require that Field Level signage be restricted to sponsors of the special event. ISP also understands that it is in the best interests of both parties for the stadium to host major special events.
13. Tickets/Passes	The RBOC to provide a stated number of tickets, parking passes and event passes at no cost to ISP and seek to offer ISP the right to purchase additional quantities of tickets for various events.
14. Concessions	ISP may negotiate agreements for all food/beverages to be sold at the Rose Bowl for all events, such as soft drink, water, pizza, popcorn, hot dogs, etc. as part of sponsorship packages. The parties acknowledge that a substantial amount of the current advertising revenue is linked to the ability to have the client's product sold at the stadium.
15. Cooperation	The RBOC will reasonably cooperate as necessary to facilitate unique elements in advertising packages, such as placement of ATM machines throughout the Rose Bowl with a banking partner, or use of partners services, such as mobile phones, for all RBOC stadium staff, etc.
16. Tournament of Roses	The advertising rights granted to ISP are subject to the rights provided to the Tournament in its Master License Agreement with the RBOC.
17. Office Space	The RBOC will provide ISP with use of two offices at the Rose Bowl Stadium at no cost to ISP. The RBOC will provide all utilities, cleaning, and Internet connection.
18. Other Rose Bowl Tenants, Temporary Use by Other Teams, and	In the event that an NFL team or other team leases the Rose Bowl Stadium, ISP will retain the signage sales rights during those events; however the RBOC will reasonably protect the major sponsors. It is understood that certain major special events (e.g.

Major Special Events	World Cup Soccer, Super Bowl, etc.) that require that the facility not display any advertising during its event shall be exempt from this requirement and ISP shall cooperate in efforts to attract such major special events.
19. Other Expenses	ISP will be responsible for ISP staff salaries, selling expenses (e.g., sales commissions, auto allowance, sales research expenses, proposal production, etc.) and all other expenses incurred by it.
20. Effect of this Proposal	This proposal is intended as an outline of the material terms of the Definitive Agreement and is not a binding agreement by any party hereto to enter into the Definitive Agreement. As a result, no party hereto has any legal obligation or liability to the other with respect to any matter set forth in this proposal unless and until a mutually agreed upon Definitive Agreement is executed and delivered by such parties.

***** End of Term Sheet Summary *****

EXHIBIT "A"

<u>Agreement Year</u>	<u>Guaranteed Royalty</u>	<u>Sharing Threshold</u>
2011/12	\$1,650,000	\$2,900,000
2012/13	\$1,775,000	\$3,150,000
2013/14	\$1,925,000	\$3,450,000
2014/15	\$2,100,000	\$3,800,000
2015/16	\$2,400,000	\$4,400,000
2016/17	\$2,400,000	\$4,400,000
2017/18	\$2,450,000	\$4,500,000
2018/19	\$2,525,000	\$4,650,000
2019/20	\$2,600,000	\$4,800,000
2020/21	\$2,675,000	\$4,950,000
2021/22	\$2,750,000	\$5,100,000
2022/23	\$2,825,000	\$5,250,000
2023/24	\$2,900,000	\$5,400,000
2024/25	\$2,975,000	\$5,550,000
2025/26	\$3,050,000	\$5,700,000