

**2009 WOMEN'S PROFESSIONAL SOCCER TEAM
Season Ticket License & Automatic Payment Agreement**

This SEASON TICKET LICENSE and AUTOMATIC PAYMENT AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2008 between AEG L.A. WOMEN'S SOCCER, LLC ("Licensor"), and the undersigned licensee ("Licensee"). Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a revocable license to use the seats (individually referred to herein as a "Seat" and collectively referred to herein as the "Seats") identified on the tickets provided to Licensee, during the term of the Agreement, for all twelve (12) pre-season and regular season home games ("Games") for the 2009 season of the Women's Professional Soccer Team, a member of the Women's Professional Soccer league ("WPS"), played at the Home Depot Center ("Center"). Subject to availability and provided Licensee is not in breach of its obligations under this Agreement, Licensee will be given the opportunity to purchase the Seats for all playoff games played by the Team at the Center during the Term of the Agreement at a price and on terms and conditions designated by Licensor. The Agreement shall be effective as a contract as of the date hereof, but Licensee's privilege to use the Seats pursuant to this Agreement and therefore the Term of this Agreement shall not commence until the date of the first Game at the Center ("Commencement Date"). The term ("Term") of this Agreement shall begin on the Commencement Date and end after the last Game at the Center.

PAYMENT OPTIONS & SCHEDULE

In consideration for the rights granted hereunder, Licensee may elect to pay the license fee for the Seats (the "License Fee") in the amount set forth in the attached invoice, in one of the following three ways: (1) upon execution of the Agreement by Licensee, pay the total amount of the License Fee ("Option 1"), or (2) upon the execution of the Agreement by Licensee, pay 50% of the License Fee upon execution and delivery of the Agreement by Licensee and pay the remaining balance of the License Fee by February 2, 2009 ("Option 2"):

Payment	Due Date	Amount
1st Payment	Upon execution & delivery of the Agreement by Licensee	1/2 of the License Fee
2nd Payment	February 2, 2009	1/2 of the License Fee

Licensee may elect to pay the License Fee under Option 1 by executing the Agreement and submitting the Agreement with full payment of the License Fee to Licensor. (Licensor need not complete an Automatic Payment Authorization ("APA") for payment under Option 1.) Licensee may elect to pay the License Fee under Option 2 by executing the Agreement, completing the applicable APA set forth herein and submitting both to Licensor. Licensee acknowledges that upon submission of the completed APA, Licensor is authorized to process payment for the License Fee, as set forth under Option 2 above, on the credit card or charge card provided by Licensee. In the event that the License Fee is not paid in full under Option 1 by **5:00 PM on February 2, 2009** ("Option Deadline"), or a completed APA is not submitted to Licensor under Option 2 by the Option Deadline, Licensor may license the Seats to another party without further liability to Licensee. If, after timely submitting payment of 50% of the License Fee to Licensor under Option 2, Licensee fails to make any subsequent payments by their required due dates, Licensor may terminate this Agreement without further obligation to Licensee. Furthermore, any unpaid balance may result in Licensor evaluating other options, including sending your account information to a collections agency or initiating litigation. In the event the Licensor is required to take such legal action, Licensee will be responsible for payment of any and all attorneys' fees resulting there from.

If the Seats are not available for the viewing of all Games during the Term, Licensee shall be entitled to receive an abatement ("Abatement") equal to the License Fee multiplied by a fraction, the numerator of which is the difference between 12 and the number of Games played at the Center during the Term, and the denominator of which is 12. At the election of Licensee, the Abatement may be applied as a credit against the earliest installment of the License Fee due for the following season, or shall be paid to Licensee within 60 days following the end of the Term. However, if Licensee chooses not to apply any Abatement to the License Fee for the 2010 Season, Licensor cannot guaranty the renewal of Licensee's Seats in the same location for the following year. Except for any Abatement provided hereunder, Licensee shall not be entitled to any other remedy by way of damages, credits, set-offs, deductions, rebates or relief from any of its obligations hereunder by reason of a failure of the Team to play any of their Games at the Home Depot Center during the Term of the Agreement. For any other default by Licensor hereunder, Licensee shall be entitled to seek recovery of damages available under applicable law, except that in no event shall Licensor be liable for damages in excess of the License Fee paid by Licensee hereunder.

Licensee, or any person attempting to enter the Center under a ticket provided by Licensee ("Guest(s)"), must present a valid ticket in order to gain admission to the Center for the purpose of viewing the Game indicated on that ticket. If this ticket is lost, stolen, or otherwise displaced, and the holder of that ticket does not present the ticket at the Center at the time of the Game indicated on the ticket, the holder of the ticket will not be allowed to enter the Center. Licensee acknowledges that it is unlawful to sell or resell tickets on Center or adjoining property without written permission. The resale of tickets in violation of state law (California Penal Code 346) may result in fine, imprisonment or both.

Licensee and Licensee's Guest(s) hereby assume all risk of injury resulting from, or in connection with the Games whether occurring prior to, during, or subsequent to the actual playing of the Games or other event, including without limitation, the risk of being hit by a soccer ball, a player or other participant, and agrees that Licensor, Anschutz Entertainment Group, Inc., Anschutz Southern California Sports Complex, LLC, California State University Dominguez Hills, California State University Dominguez Hills Foundation, U.S. Soccer Federation, United States Tennis Association, Inc., WPS, and each of their respective parents, affiliates, subsidiaries and each of their respective employees, players, officers, directors, members, partners, owners, affiliates, sponsors, contractors, and other agents (collectively the "Releasees") shall not be responsible or liable for any loss, damage or injury from such causes. Licensee and Licensee's Guest(s) grant permission to the Releasees to utilize their images and likenesses incidental to any live or recorded video display or other transmission or reproduction in whole or in part of the WPS.

Licensee and Licensee's Guest(s) shall comply with all policies, rules and regulations established from time to time by Licensor in its sole discretion, including, but not limited to, those terms and conditions upon which tickets and other benefits associated with this Agreement are issued or sold. If Licensor determines that Licensee or any of Licensee's Guest(s) has violated any such policies, rules and regulations, Licensor shall have the absolute right to immediately eject Licensee and/or Licensee's Guest(s) and terminate the Agreement.

Licensee acknowledges that any rights granted hereunder are in the nature of a license and as such no property interest arises by virtue of this Agreement. This License and any and all rights hereunder are revocable and terminable by Licensor in its sole discretion. It is the Licensor's standard policy to offer season ticket holders the opportunity to renew their Seats each year in the same location, provided such season ticket holders have paid the License Fee and applied any Abatement in accordance with the terms set forth herein. However, in the case of any non-disabled season ticket holder whose seats are currently located in a wheelchair and companion seating area, Licensor reserves the right to relocate such season ticket seat holder if applicable laws require that Licensor make such seat(s) available for purchase by disabled patrons.

Signature: _____

Date: _____

Print First & Last Name

Print WPS Account Number

**IN ADDITION TO EXECUTING THE AGREEMENT ABOVE,
COMPLETE AND EXECUTE ONLY ONE OF THE APAs BELOW TO THE EXTENT APPLICABLE**

(Licensee need not complete the APA to pay the License Fee under Option 1 but must execute the Agreement and return it with payment of the License Fee.)

***Pay in Full (Credit Card)
(Option 1)***

Credit Card Number

Expiration Date
Not to expire before 8/30/09

Signature

***50/50 APA (Credit Card)
(Option 2)***

I authorize Licensor to charge my credit card in two equal installments, each representing 50% of the Licensee Fee, in accordance with, and at the times specified in, the payment schedule set forth as Option 2 above, following receipt of my executed Agreement, and my season ticket invoice. I understand that individual banks may process the transaction(s) a few days later. **Licensor will accept one (1) credit card per APA option with the card having a valid expiration date for the duration of the APA process.** I understand that a service charge of \$50.00 will be assessed on all declined transactions. If my credit card declines for any reason, I agree that I will be responsible for paying any and all remaining balances as well as the declined transaction fee immediately. Failure to adhere to the payment schedule provided herein may result in denied entry to any Game. Only Visa, MasterCard and American Express accepted.

Credit Card Number

Expiration Date
Not to expire before 8/30/09

Signature