

EXHIBIT PMA-1

DEFINITIONS

AAA has the meaning set forth in Section 13.1.3.1.

Act has the meaning set forth in the introductory paragraph of the PMA.

Agreed Ratio has the meaning set forth in Section 10.3.1.

A.R.S. means the Arizona Revised Statutes as the same may be amended, modified, codified, supplemented or repealed from time to time.

Architect or Architects means HOK Sport, Eisenman or any other architects selected as their successors by the Team Management and the Authority Board.

Authority means the Tourism and Sports Authority, d/b/a the Arizona Sports and Tourism Authority, established and existing pursuant to the Act as a corporate and political body of the State of Arizona.

Authority's Actual Knowledge means the actual knowledge of any member of the Authority Board, the Executive Director or Authority Representative (and their successors, if any) without any other investigation or inquiry and without imputing the knowledge of any other Person.

Authority Board means the members of the Authority's Board of Directors duly appointed in accordance with the Act.

Authority Event of Default has the meaning set forth in Section 12.1.2.

Authority's Maximum Project Cost has the meaning set forth in Section 10.1.1.

Authority Percentage has the meaning set forth in Section 10.3.1.

Authority Preparatory Payments means \$12,500,000.

Authority Procedures has the meaning set forth in Section 3.1.

Authority Representative means the individual (or an entity which will, in turn, designate an individual) with substantial construction experience appointed by the Authority as the Authority's representative or any successor or alternate designated in writing from time to time by the Authority Representative to serve on a temporary basis.

Authority Request has the meaning set forth in Section 5.3.

Authority Revenues means all revenues from the Series 2003A Bonds (\$220,729,840), \$45,133,319 in proceeds from the Series 2005A Bonds, interest income on the 2003A Bonds and the Series 2005A Bonds (estimated as of the Effective Date to be \$5,146,095), transaction privilege taxes recaptured by the Authority pursuant to A.R.S. § 42-5032.01.C from the prime contracting classification in connection with the Facility and the On-Site Improvements (estimated as of the Effective Date to be \$12,350,000), the Authority Preparatory Payments (\$12,500,000) and \$1,239,000 of the Authority's (owner's) contingency previously allocated to Project Costs under the Guaranteed Maximum Price.

Business Days means all days of the year except Saturday, Sunday and legal holidays of the United States of America or the State.

Capital Repairs means any necessary or desirable repairs to any permanent structures and fixtures within or a part of the Facility costing in excess of One Hundred Thousand Dollars (\$100,000.00) (either individually or, for each such component items, in the aggregate), including without limitation, repairs to any of the Facility components such as controls, instrumentation, video boards, scoreboards, engines, motors, cabling, wheels, transformers, capacitors, load centers, fuses, circuit breakers, gears, bearings, valves, pipes, joints, carpet, covers, seats, chairs, field, roof, telecommunications systems, HVAC equipment, generators, elevators, escalators and other similar items or components within or a part of the Facility;

provided, however, that the cost and nature of such an item is of a type which under generally accepted accounting principles is to be capitalized or depreciated.

Cardinals Development Agreement has the meaning set forth in Recital E.

Cardinals Use Agreement has the meaning set forth in Recital B.

Certificate of Occupancy means any final certificate issued by the City of Glendale permitting occupancy and use of the Facility.

Challenge has the meaning set forth in Section 11.3.4.

Change Order means any request for a change in the work, services or material contained in the Scope of Work, Project Budget or Project Schedule for which the Contractor must obtain approval pursuant to the Design-Build Agreement.

Completion Date means the date which is thirty (30) days after the date the last of the following occurs: (i) final payments to all Project Professionals and Project Vendors have been made (including resolution of any payment disputes), (ii) final punch list items under all Project Bid Packages have been completed, (iii) all Project Professional contracts and Project Vendor contracts have been fully performed, (iv) all equipment start-ups under all Project Bid Packages have been accepted by the Representatives, (v) training for building operations personnel to be performed by Project Professionals and Project Vendors has been completed, (vi) the transfer of all Construction Documents to the Authority has been made, and (vii) a final and unconditional Certificate of Occupancy has been issued by Glendale.

Construction Contracts means any agreement or contract, including the Design-Build Agreement, between the Team and the Authority and any Contractor, Project Professional or Project Vendor relating to design and construction of the Project, as the same may be amended or modified from time to time.

Construction Documents means the Construction Contracts, the conditions of the Construction Contracts (general, complementary and other conditions), drawings, specifications and addenda issued thereto and other documents (by way of example, warranties, guarantees and manuals), described in the Construction Contracts and general conditions, as the same may be amended or modified from time to time.

Construction Trust Accounts means the accounts maintained pursuant to the terms of the Construction Trust Agreement.

Construction Trust Agreement means that certain Construction Trust Agreement dated as of August 12, 2003 among the Authority, the Team and Bank One Trust Company, N.A. (now, J.P. Morgan Trust Company, N.A.), a national banking association, as amended and as set forth on Exhibit PMA-8 attached hereto.

Construction Trustee means Bank One Trust Company, N.A. (now, J.P. Morgan Trust Company, N.A.), as trustee, or any permitted successor or any permitted assignee appointed pursuant to the terms of the Construction Trust Agreement.

Contractor means Hunt or such other contractor selected by the Parties as the design-builder, and such Contractor's permitted successors and assigns as set forth in Section 3.2.

Design means all drawings, specifications and narrative descriptions describing in detail the systems and components of the Project.

Design-Build Agreement means that certain Agreement for Design/Build Services entered into between the Authority, the Team and Hunt on August 12, 2003, as amended.

Design Products has the meaning set forth in Section 7.

Development ADR means the alternative dispute resolution process set forth in ARTICLE 13.

Disputed Matter has the meaning set forth in Section 13.1.

Effective Date shall have the meaning set forth in the first paragraph of this PMA.

Excess Authority Revenues shall have the meaning set forth in Section 10.3.2.

Executive Director means the Authority's President and Chief Executive Officer who is serving as the Authority's Executing Director pursuant to the Act.

Facility means the structure and components set forth in the Scope of Work.

Facility Site has the meaning set forth in Recital D.

Facility Use Fee Agreement means that certain Facility Use Fee Agreement, dated as of August 15, 2005, among the Team, New Cardinals Stadium, LLC and the Authority.

Force Majeure means any of the events or occurrences described in Section 15.6.

Glendale means the City of Glendale, Arizona, any of the agencies, departments, divisions, associated community facility districts, and its successors and assigns.

Glendale Development Agreement has the meaning set forth in Recital C.

Guaranteed Maximum Price means the maximum price to be charged for the design and construction of the Project pursuant to the Construction Contracts.

Hunt means the Hunt Construction Group, Inc., an Indiana corporation.

Interference means a breach of this PMA by a Party that materially interferes with the ability of the other Party to discharge its duties under the PMA.

Joint Instructions means Exhibit CTA-3.3 of the Construction Trust Agreement.

Material Change has the meaning set forth in Section 5.2.

Material Change to Project Budget means any change in the Project Budget involving (i) Public Interest Criteria, (ii) use of the owner's contingency funds if the total Project Budget falls below \$346.3 million (as adjusted for Excess Authority Revenues); or (iii) use of any Project

Budget funds if the total Project Budget falls below the sum of (x) \$331 million and (y) an amount equal to Excess Authority Revenues divided by the Authority Percentage.

Material Change to Project Schedule means any change in the Project Schedule that extends the Completion Date beyond the date for the Team's first scheduled regular home game in the 2006 season.

Material Change to Scope of Work means any change other than a refinement, reasonably apparent logical extension or contemplated evolution of an approved Scope of Work; provided, however, because the Team is solely responsible for payment of the Team Excess Contribution, until the Parties' efforts pursuant to Section 5.2 have resulted in a projected elimination of the Team Excess Contribution, "Material Change to Scope of Work" shall be limited to any changes described above involving Public Interest Criteria.

MOA has the meaning set forth in Recital H.

NFL means the National Football League and any successor or substitute association or other entity of which the Team is a member or joint owner and which engages in professional football competition in a manner comparable to the NFL.

On-site Improvements has the meaning set forth in Recital E and includes without limitation the items set forth on Exhibit PMA-10.

Operating and Maintenance Costs means the operating and maintenance cost of the Facility reasonably necessary to maintain and operate the Facility over the term of the Cardinals Use Agreement, including, without limitation, all costs for insurance, water, air-conditioning, electricity, gas, public telephones, janitorial (including without limitation window washing and power washing of the seating bowl, concourse and upper deck of the Facility), painting and other services and utilities necessary for the operation of the Facility and its fixtures, machinery,

equipment, carpet, fuses, circuit breakers, gears, bearings, valves, pipes, joints, carpet, covers, seats, chairs, improvements and other components in a good clean order, condition and repair, all in accordance with the Cardinals Use Agreement.

Original PMA means the Project Management Agreement dated effective as of February 20, 2003, as amended pursuant to the Amendment Number One dated May 14, 2003.

Parties mean both the Authority and the Team.

Party means either the Authority or the Team.

Person means any individual, trust, estate, partnership, joint venture, company, corporation, association, limited liability company, limited liability partnership, governmental authority or entity (except the Authority), or any other legal entity or business or investment enterprise.

PMA Event of Default means the events of default described in ARTICLE 12.

Project means the design and construction of the Facility and the On-site Improvements.

Project Bid Packages means those separate or sequential construction bids for construction of the Project.

Project Budget has the meaning set forth in Section 4.1, as amended from time to time pursuant to the terms of this PMA.

Project Consultants means all experts, testing laboratories, inspectors, engineers, architects, engineers, designers, construction contractors, construction advisors, consultants and persons or entities retained or hired jointly by the Parties to furnish design, construction, engineering, testing advice, consulting and any other activity, product or service deemed necessary by the Parties in connection with the Project, or any permitted successors or assigns, except for the Architects and Contractor selected pursuant to Section 3.2, and Project Vendors.

Project Consultants does not include consultants hired separately by the Authority or the Team, whose costs are not included as Project Costs.

Project Costs means all costs and expenses incurred or paid pursuant to the Design-Build Agreement and any Construction Contracts or other agreements with Project Professionals and Project Vendors with respect to work authorized by the Team and the Authority pursuant to this PMA. Such Project Costs include all such costs and expenses incurred or paid in connection with the design and construction of the Project, including the actual cost of constructing the Project, licenses, utility expenses during construction, testing, inspections, permits and other fees, transaction privilege taxes, amounts paid (including settlements or judgments against either the Team or the Authority and fees paid to consultants and expert witnesses retained by the Team, but not including attorneys fees) in connection with any joint response to, defense against and/or resolution of a Challenge (including but not limited to *ATL v. Arizona State Tourism & Sports Authority, et al.*, Maricopa County Superior Court Case 2004-022402), but not including any such amounts arising out of a tortious act or omission of the Authority, Facility start-up costs, all furniture, fixtures and equipment and all other related items of capital expense with respect to the Project as allowed under generally accepted accounting principles; provided, however, Project Costs shall not include any costs incurred because of Interference, gross negligence or willful misconduct of the Authority. In addition, Project Costs shall include all costs for the services of the Construction Trustee under the Construction Trust Agreement.

Project Documents means all contracts, design documents, budgets and other documents, whether text or schematic, necessary or appropriate for completion of the Project including drawings, testing, inspection, quality control reports, and records of Project Meetings.

Project Meeting means any scheduled face-to-face or other meeting, teleconference or video-conference involving the Team Representative and Project Professionals or Project Vendors the purpose of which is the discussion of the design and construction of the Project.

Project Professionals means Project Consultants, Architects, and Contractor, or any permitted successors and assigns.

Project Savings means the amount by which the total Project Costs required to be paid by the Parties under the Construction Contracts is less than the Project Budget.

Project Schedule has the meaning set forth in Section 4.2, as amended from time to time pursuant to the terms of this PMA.

Project Vendors means all vendors or suppliers of material included within the Project Budget contracted with directly by the Parties in connection with the Project.

Public Interest Criteria means (a) any material change which would result in diminished functionality (including capability for hosting non-football events, including, but not limited to, concerts, consumer shows, trade shows, conventions, soccer games and basketball games) of the Facility and the adjacent pedestrian plaza; (b) any change which would either materially increase the estimate of Operating and Maintenance Costs to be borne by the Authority or materially increase the likelihood and frequency of necessary Capital Repairs as compared to the likelihood and frequency of such Capital Repairs in similar facilities within the United States; and (c) elimination of, substitution of a functional equivalent for, or material change to any of the following Facility features, each as described more particularly in the Scope of Work attached as Exhibit PMA-6: (i) seating capacity for football events expandable to 73,000 seats; (ii) retractable natural grass field; (iii) retractable roof; (iv) moveable wall at one end of Facility; (v) air conditioning throughout the Facility; (vi) utility grid in Facility floor; and (vii) a perimeter

fence at the Facility. Notwithstanding the foregoing, Public Interest Criteria shall not include changes to the paving material or paving treatment on the pedestrian plaza.

Representative means either the Authority Representative or the Team Representative.

Representatives means both the Authority Representative and the Team Representative.

PMA means this Amended and Restated Project Management Agreement dated effective as of August 15, 2005.

Scheduled Revenues has the meaning set forth in Section 10.4.

Scope of Work has the meaning set forth in Section 4.3, as amended from time to time pursuant to the terms of this PMA.

Series 2003A Bonds means those bonds of issued by the Authority pursuant to the Act in the principal amount of \$221,950,000 and any additional bonds issued by the Authority which refund, directly or through a series of refundings, bonds issued to fund construction of the Project.

Series 2005A Bonds means those bonds of the Authority to be issued by the Authority pursuant to the Act in the principal amount of \$53,050,000 and, subject to the provisions of Section 5.4 of the Cardinals Use Agreement, any additional bonds issued by the Authority which refund, directly or through a series of refundings, these bonds.

Settlement Offer has the meaning set forth in Section 13.1.4.

Site Acquisition Amount means \$17,767,287.07.

Stadium Funding Reimbursement has meaning the meaning set forth in Section 10.1.2.

State means the State of Arizona, any of its agencies, departments, divisions, and its successors and assigns.

Team has the meaning set forth in the introductory paragraph to this PMA and includes the Team's permitted successors and assigns.

Team's Actual Knowledge means the actual knowledge of Michael J. Bidwill or the Team Representative (and their successors, if any) without any other investigation or inquiry and without imputing the knowledge of any other Person.

Team Event of Default has the meaning set forth in Section 12.1.

Team Excess Contribution has the meaning set forth in Section 10.3.2..

Team Management has the meaning set forth in Section 2.2.

Team Percentage has the meaning set forth in Section 10.3.1.

Team Representative means the individual (or an entity which will, in turn, designate an individual) appointed by the Team as the Team's representative pursuant to Section 2.1.3, or any successor.

Team Request has the meaning set forth in Section 5.4.