

PROMISSORY NOTE

\$2,000,000.00

Phoenix, Arizona
May 1, 2005

FOR VALUE RECEIVED, the undersigned (hereinafter called "Maker"), promises to pay to the order of VOLUME SERVICES AMERICA HOLDINGS, INC., a Delaware corporation, d/b/a CENTERPLATE (the "Payee" or the "Holder") the principal sum of TWO MILLION DOLLARS (\$2,000,000.00) without interest.

This Note is being entered into in connection with the Concession Agreement of even date herewith between the Maker and the Payee (the "Concession Agreement"). Any terms not otherwise defined in this Note shall have the meaning assigned thereto in the Concession Agreement.

Without further action of the Maker, the principal balance of this Note shall be deemed to have been paid by the Maker in accordance with the amortization schedule attached as Exhibit "A" hereto. Any principal balance of this Note that has not been deemed repaid by the Maker shall become due and payable in cash by the Maker in accordance with the amortization schedule attached as Exhibit "A" if the Concession Agreement is terminated by the Maker prior to August 1, 2010, provided, however, no sums shall be due and payable by the Maker if the Concession Agreement is terminated by the Maker for default by the Payee. The entire principal balance of this Note shall be deemed paid in full by the Maker on the Maturity Date. The "Maturity Date" means August 1, 2010.

Maker may prepay this Note at any time without penalty. Maker shall pay all costs and expenses, including reasonable attorneys' fees and court costs, incurred in the collection or enforcement of all or any part of this Note.

Failure of Holder to exercise any option hereunder shall not constitute a waiver of the right to exercise the same in the event of any subsequent default or in the event of continuance of any existing default after demand for strict performance hereof.

Maker (a) waives any and all formalities in connection with this Note to the maximum extent allowed by law, including (but not limited to) demand, diligence, presentment for payment, protest and demand, and notice of extension, dishonor, protest, demand and nonpayment of this Note; and (b) consents that Holder may extend the time of payment or otherwise modify the terms of payment of any part or the whole of the debt evidenced by this Note, at the request of any other person liable hereon, and such consent shall not alter nor diminish the liability of any person hereon.

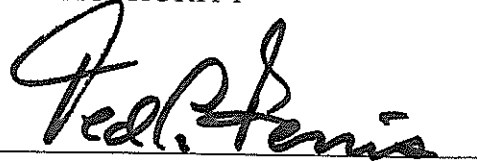
This Note shall be binding upon Maker and its successors and assigns and shall inure to the benefit of Payee, and any subsequent holders of this Note, and their successors and assigns.

This Note shall be governed by and construed in accordance with the substantive laws (other than conflict laws) of the State of Arizona. Each party consents to the personal jurisdiction and venue of the state courts located in Maricopa County, State of Arizona in connection with any controversy related to this Note, waives any argument that venue in any

such forum is not convenient and agrees that any litigation initiated by any of them in connection with this Note shall be in the Superior Court of Maricopa County, Arizona. The parties waive any right to trial by jury in any action or proceeding based on or pertaining to this Note.

IN WITNESS WHEREOF, these presents are executed as of the date first written above.

ARIZONA TOURISM AND SPORTS
AUTHORITY, d/b/a the ARIZONA SPORTS AND
TOURISM AUTHORITY



By: _____

Name: Ted A. Ferris

Title: Chief Executive Officer, President and
Executive Director

Exhibit "A"
Amortization Schedule

Deemed Payment Date	Deemed Paid Principal Amount	Remaining Principal Balance
		\$2,000,000.00
1-Aug-06	\$41,666.67	\$1,958,333.33
1-Sep-06	\$41,666.67	\$1,916,666.66
1-Oct-06	\$41,666.67	\$1,874,999.99
1-Nov-06	\$41,666.67	\$1,833,333.32
1-Dec-06	\$41,666.67	\$1,791,666.65
1-Jan-07	\$41,666.67	\$1,749,999.98
1-Feb-07	\$41,666.67	\$1,708,333.31
1-Mar-07	\$41,666.67	\$1,666,666.64
1-Apr-07	\$41,666.67	\$1,624,999.97
1-May-07	\$41,666.67	\$1,583,333.30
1-Jun-07	\$41,666.67	\$1,541,666.63
1-Jul-07	\$41,666.67	\$1,499,999.96
1-Aug-07	\$41,666.67	\$1,458,333.29
1-Sep-07	\$41,666.67	\$1,416,666.62
1-Oct-07	\$41,666.67	\$1,374,999.95
1-Nov-07	\$41,666.67	\$1,333,333.28
1-Dec-07	\$41,666.67	\$1,291,666.61
1-Jan-08	\$41,666.67	\$1,249,999.94
1-Feb-08	\$41,666.67	\$1,208,333.27
1-Mar-08	\$41,666.67	\$1,166,666.60

Deemed Payment Date	Deemed Paid Principal Amount	Remaining Principal Balance
1-Apr-08	\$41,666.67	\$1,124,999.93
1-May-08	\$41,666.67	\$1,083,333.26
1-Jun-08	\$41,666.67	\$1,041,666.59
1-Jul-08	\$41,666.67	\$999,999.92
1-Aug-08	\$41,666.67	\$958,333.25
1-Sep-08	\$41,666.67	\$916,666.58
1-Oct-08	\$41,666.67	\$874,999.91
1-Nov-08	\$41,666.67	\$833,333.24
1-Dec-08	\$41,666.67	\$791,666.57
1-Jan-09	\$41,666.67	\$74,9999.90
1-Feb-09	\$41,666.67	\$708,333.23
1-Mar-09	\$41,666.67	\$666,666.56
1-Apr-09	\$41,666.67	\$624,999.89
1-May-09	\$41,666.67	\$583,333.22
1-Jun-09	\$41,666.67	\$541,666.55
1-Jul-09	\$41,666.67	\$499,999.88
1-Aug-09	\$41,666.67	\$458,333.21
1-Sep-09	\$41,666.67	\$416,666.54
1-Oct-09	\$41,666.67	\$374,999.87
1-Nov-09	\$41,666.67	\$333,333.20
1-Dec-09	\$41,666.67	\$291,666.53
1-Jan-10	\$41,666.67	\$249,999.86
1-Feb-10	\$41,666.67	\$208,333.19

Deemed Payment Date	Deemed Paid Principal Amount	Remaining Principal Balance
1-Mar-10	\$41,666.67	\$166,666.52
1-Apr-10	\$41,666.67	\$124,999.85
1-May-10	\$41,666.67	\$83,333.18
1-Jun-10	\$41,666.67	\$41,666.51
1-Jul-10	\$41,666.51	,0

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