

FIRST AMENDMENT TO CONCESSIONS SERVICES AGREEMENT

This FIRST AMENDMENT TO CONCESSIONS SERVICES AGREEMENT (the "Amendment") is made and entered into on this 1st day of August, 2007, by and among ARIZONA TOURISM AND SPORTS AUTHORITY, d/b/a THE ARIZONA SPORTS AND TOURISM AUTHORITY, existing pursuant to Arizona Revised Statutes §5-801 et seq., as the same may be amended or modified, as a corporate and political body of the State of Arizona having all the rights, powers and immunities or a municipal corporation (the "Authority"), ARIZONA CARDINALS FOOTBALL CLUB, INC., an Arizona corporation, f/k/a B&B Holdings, Inc., d/b/a the Arizona Cardinals ("ACFC"), NEW CARDINALS STADIUM, LLC, an Arizona limited liability company ("Stadium LLC") and VOLUME SERVICES, INC., a Delaware corporation, d/b/a CENTERPLATE (the "Concessionaire"). For purposes of this Amendment, ACFC and Stadium LLC are collectively referred to herein as the "Cardinals".

RECITALS

A. WHEREAS, the parties to this Amendment entered into a certain Concession Services Agreement dated as of June 1, 2005 (the "Agreement") whereby Concessionaire manages and operates the Concession Services at the Facility; and

B. WHEREAS, the parties to this Amendment desire to modify certain terms and conditions of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual terms, covenants and conditions set forth below, it is agreed as follows:

1. Unless otherwise expressly stated herein, all capitalized terms shall have the meaning ascribed to them in the Agreement.

2. This Amendment shall be effective as of the first anniversary of the Opening Date.

3. Section 3 of the Agreement is amended by adding the following:

"3.4 Extension. In accordance with the terms of Section 3.2 above, the Term of this Agreement is hereby extended to continue beyond the expiration of the Initial Term for a one (1) year period commencing as of the second anniversary of the Opening Date (the "First Extended Term"). The Term of this Agreement shall extend for an additional one (1) year period after the First Extended Term if (i) Concessionaire gives the Authority, the Cardinals and the Manager a written request to extend the Term no later than one hundred twenty (120) days prior to the expiration of the First Extended Term, and (ii) the Authority does not provide Concessionaire notice of its intent not to renew within thirty (30) days thereafter."

4. Article 5 of the Agreement is amended by adding the following additional Section 5.5:

“5.5 The Concessionaire’s Second Loan to the Authority.”

5.5.1 In addition to the Concessionaire’s Loan and the expenditure of start-up costs as set forth in section 5.3 above, Concessionaire shall loan to the Authority the sum of Two Hundred Fifty Thousand and No/100 Dollars (\$250,000.00) to be repaid pursuant to the terms of the Promissory Note attached hereto as Exhibit 5.5.1 (the “Concessionaire’s Second Loan”).


5.5.2 The proceeds of the Concessionaire’s Second Loan shall be utilized to improve the overall food and beverage experience at the Facility as mutually agreed upon by Concessionaire and the Authority. Concessionaire shall provide to the Authority Fifty Thousand and No/100 (\$50,000.00) upon the effective date of this Amendment and the balance of the Concessionaire’s Second Loan shall be held by Concessionaire and used as mutually agreed upon by Concessionaire and the Authority.”

5. All other terms of the Agreement not specifically modified by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Concession Services Agreement to be executed by their respective duly authorized officers as of the day and year first above written.


The Authority:

ARIZONA TOURISM AND SPORTS AUTHORITY
D/B/A THE ARIZONA SPORTS AND TOURISM
AUTHORITY

By: 
Name: TED A. FERRIS
Its: PRES. + CEO

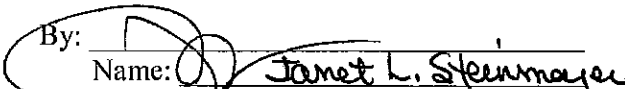
ACFC:

ARIZONA CARDINALS FOOTBALL CLUB, INC.
D/B/A THE ARIZONA CARDINALS

By: 
Name: MICHAEL BIDWILL
Its: VICE PRESIDENT/GENERAL COUNSEL

The Concessionaire:

VOLUME SERVICES, INC., D/B/A CENTERPLATE

By: 
Name: Janet L. Steenmayer
Its: PRESIDENT + CEO

Stadium LLC:

NEW CARDINALS STADIUM, LLC

By: Arizona Cardinals Holding, Inc.
Its Managing Member

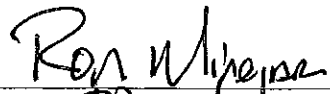
By: 
Name: Ron Whinspe
Its: V.P. MKTG + Sales

EXHIBIT 5.5.1
FORM OF PROMISSORY NOTE

PROMISSORY NOTE

\$250,000.00

Phoenix, Arizona
August __, 2007

FOR VALUE RECEIVED, the undersigned (hereinafter called "Maker"), promises to pay to the order of VOLUME SERVICES, INC., a Delaware corporation, d/b/a CENTERPLATE (the "Payee" or the "Holder") the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00) without interest.

This Note is being entered into in connection with the First Amendment to Concessions Services Agreement effective as of the date hereof between the Maker and the Payee (the "First Amendment"). Any terms not otherwise defined in this Note shall have the meaning assigned thereto in the First Amendment.

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, provided that the Concession Services Agreement, as amended, (the "Agreement") remains in effect on the date each payment is deemed made. 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 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 Agreement is terminated by the Maker for default by the Payee.

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	Remaining Principal Balance
		\$250,000.00
1-Aug-07	\$6,944.44	\$243,055.56
1-Sep-07	\$6,944.44	\$236,111.12
1-Oct-07	\$6,944.44	\$229,166.68
1-Nov-07	\$6,944.44	\$222,222.24
1-Dec-07	\$6,944.44	\$215,277.80
1-Jan-08	\$6,944.44	\$208,333.36
1-Feb-08	\$6,944.44	\$201,388.92
1-Mar-08	\$6,944.44	\$194,444.48
1-Apr-08	\$6,944.44	\$187,500.04
1-May-08	\$6,944.44	\$180,555.60
1-Jun-08	\$6,944.44	\$173,611.16
1-Jul-08	\$6,944.44	\$166,666.72
1-Aug-08	\$6,944.44	\$159,722.28
1-Sep-08	\$6,944.44	\$152,777.84
1-Oct-08	\$6,944.44	\$145,833.40
1-Nov-08	\$6,944.44	\$138,888.96
1-Dec-08	\$6,944.44	\$131,944.52
1-Jan-09	\$6,944.44	\$125,000.08
1-Feb-09	\$6,944.44	\$118,055.64
1-Mar-09	\$6,944.44	\$111,111.20
1-Apr-09	\$6,944.44	\$104,166.76
1-May-09	\$6,944.44	\$97,222.32
1-Jun-09	\$6,944.44	\$90,277.88
1-Jul-09	\$6,944.44	\$83,333.44
1-Aug-09	\$6,944.44	\$76,389.00
1-Sep-09	\$6,944.44	\$69,444.56
1-Oct-09	\$6,944.44	\$62,500.12
1-Nov-09	\$6,944.44	\$55,555.68
1-Dec-09	\$6,944.44	\$48,611.24
1-Jan-10	\$6,944.44	\$41,666.80
1-Feb-10	\$6,944.44	\$34,722.36
1-Mar-10	\$6,944.44	\$27,777.92
1-Apr-10	\$6,944.44	\$20,833.48
1-May-10	\$6,944.44	\$13,889.04
1-Jun-10	\$6,944.44	\$6,944.60
1-Jul-10	\$6,944.60	\$0.00