

EXHIBIT CTA-2.2.1

CERTIFICATE AS TO AMOUNT
ON DEPOSIT IN SENIOR BOND PROCEEDS SUBACCOUNT

To: Bank One Trust Company, N.A., as trustee
under the Construction Trust Agreement (the "CTA Trustee")

Copy: B&B Holdings, Inc. (the "Team")
Tourism and Sports Authority (the "Authority")

Re: Construction Trust Agreement dated as of August 12, 2003, among the Authority, the Team, and the CTA Trustee (the "Construction Trust Agreement"), and Trust Indenture dated as of February 1, 2003, between the Authority and the undersigned, as supplemented (the "Stadium Bond Indenture," with all capitalized terms used and not otherwise defined herein having the meaning assigned to them in the Stadium Bond Indenture)

The undersigned hereby certifies that the officer signing this certificate is a duly authorized officer of Bank One Trust Company, N.A., as trustee under the Stadium Bond Indenture, and is familiar with the Stadium Bond Indenture. The undersigned hereby certifies that (i) on this date not less than \$209,916,922 is on deposit in the Senior Bond Proceeds Subaccount created under the Stadium Bond Indenture, and (ii) the undersigned has received and will abide by the Irrevocable Instruction dated August 12, 2003, from the Authority to the undersigned.

Dated: August 12, 2003.

BANK ONE TRUST COMPANY, N.A., as
trustee under the Stadium Bond Indenture

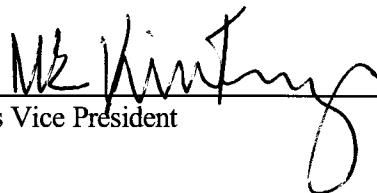
By: 
Its Vice President

EXHIBIT CTA-2.2.2

IRREVOCABLE INSTRUCTION FROM AUTHORITY
TO STADIUM BOND TRUSTEE
(AS TO SENIOR BOND PROCEEDS SUBACCOUNT)

To: Bank One Trust Company, N.A., as trustee
under the Stadium Bond Indenture (the "Trustee")

Copy: CTA Trustee
B&B Holdings, Inc. (the "Team")
National Football League ("NFL")

Re: Construction Trust Agreement dated as of August 12, 2003, among the undersigned, the Team and Bank One Trust Company, N.A., as trustee (the "Construction Trust Agreement"), and Trust Indenture dated as of February 1, 2003, between the undersigned and the Trustee, as supplemented (the "Stadium Bond Indenture," with all capitalized terms used and not otherwise defined herein having the meaning assigned to them in the Stadium Bond Indenture)

The undersigned hereby unconditionally and irrevocably instructs the Trustee to (a) initially reserve \$216,546,000 of the amount on deposit in the Senior Bond Proceeds Subaccount, (b) make payments from the reserved amount only pursuant to Requisitions which state that the payment is to be made to Bank One Trust Company, N.A., as trustee under the Construction Trust Agreement (the "CTA Trustee"), for deposit in the Authority Account created under the Construction Trust Agreement, and (c) promptly after expiration of any applicable cure period, notify the CTA Trustee and the Team of any Event of Default under the Stadium Bond Indenture.

As and when a payment is made from the reserved amount in accordance with this Instruction, the reserved amount will be reduced by the amount of the payment.

This Instruction can be terminated only on written instruction to the Trustee from all of the NFL, the Team and the undersigned.

Dated: August 12, 2003

TOURISM AND SPORTS AUTHORITY

By: 
Its: PRES / CEO

EXHIBIT CTA-2.3.1

CERTIFICATE AS TO AMOUNT
AVAILABLE TO TEAM UNDER
TEAM LEAGUE-WIDE CREDIT FACILITY

To: Bank One Trust Company, N.A., as Trustee
under the Construction Trust Agreement (the "CTA Trustee")

Copy: Tourism and Sports Authority (the "Authority")
B&B Holdings, Inc. (the "Team")

Re: Construction Trust Agreement dated as of _____, 2003,
among the Authority, the Team, and the CTA Trustee (the "Construction
Trust Agreement"), and Amended and Restated Note Purchase Agreement
dated as of November 8, 2002, among each of the Participating Clubs (as
defined therein), Football Funding LLC, as Purchaser, and Bank of
America, N.A., a national banking association, as Agent (the "Team Note
Purchase Agreement")

The undersigned hereby certify that the officer signing this certificate is a duly
authorized officer of Bank of America, N.A., as agent under the Team Note Purchase
Agreement and an officer of Football Funding LLC, as Purchaser under the team Note
Purchase Agreement, respectively, and is familiar with the Team Note Purchase
Agreement. The undersigned further certifies that (i) on this date not less than
\$67,707,870.25 is available to be advanced to the Team on the terms and conditions set
forth in the Team Note Purchase Agreement, and (ii) the undersigned has received and
will abide by the Irrevocable Instruction dated _____, 2003, from the
Team to the undersigned.

Dated: July 28, 2003

FOOTBALL FUNDING LLC

By: _____
Its: _____

BANK OF AMERICA, N.A., as Agent

By: Jeffrey Ericano
Its: Jeffrey Ericano
Vice President

To be replaced
by certificate
dated August 12, 2003

EXHIBIT CTA-2.3.1

CERTIFICATE AS TO AMOUNT
AVAILABLE TO TEAM UNDER
TEAM LEAGUE-WIDE CREDIT FACILITY

To: Bank One Trust Company, N.A., as Trustee
under the Construction Trust Agreement (the "CTA Trustee")

Copy: Tourism and Sports Authority (the "Authority")
E&B Holdings, Inc. (the "Team")

Re: Construction Trust Agreement dated as of _____, 2003,
among the Authority, the Team, and the CTA Trustee (the "Construction
Trust Agreement"), and Amended and Restated Note Purchase Agreement
dated as of November 8, 2002, among each of the Participating Clubs (as
defined therein), Football Funding LLC, as Purchaser, and Bank of
America, N.A., a national banking association, as Agent (the "Team Note
Purchase Agreement")

The undersigned hereby certify that the officer signing this certificate is a duly
authorized officer of Bank of America, N.A., as agent under the Team Note Purchase
Agreement and an officer of Football Funding LLC, as Purchaser under the team Note
Purchase Agreement, respectively, and is familiar with the Team Note Purchase
Agreement. The undersigned further certifies that (i) on this date not less than
\$67,707,870.25 is available to be advanced to the Team on the terms and conditions set
forth in the Team Note Purchase Agreement, and (ii) the undersigned has received and
will abide by the Irrevocable Instruction dated _____, 2003, from the
Team to the undersigned.

Dated: July 28, 2003

FOOTBALL FUNDING LLC

By:  _____

Its: Orlando Figueroa

Vice President

BANK OF AMERICA, N.A., as Agent

By: _____

Its: _____

To be replaced
by certificate
dated August 12, 2003

To: Bank One Trust Company, N.A., as Trustee ("Trustee")
under the Construction Trust Agreement (defined below)

Copy: Tourism Sports Authority (the "Authority")
B&B Holdings, Inc. (the "Team")

Re: Construction Trust Agreement, dated as of the date hereof, among the Authority,
the Team, and the Trustee (the "Construction Trust Agreement"). Capitalized terms used
and not otherwise defined herein shall have the meanings set forth in the Construction
Trust Agreement.

The National Football League, an unincorporated not-for-profit association (the "NFL") hereby certifies that, pursuant to 1999 NFL Resolution G-3 and 2001 NFL Resolution JC-6, the NFL has approved by all necessary Executive Committee and other action the advance to the Team of \$30,000,000 to be used by the Team solely to fund a portion of the costs of designing and building a new football stadium in metropolitan Phoenix, Arizona, and that all such approvals remain in full force and effect as of the date hereof. The advance of funds is conditioned upon the NFL's receipt of documentation and other assurances satisfactory to it in its sole but good faith discretion (and which will be satisfied by the execution of a definitive loan agreement and related documents between the NFL and the Team containing such terms, conditions, representations, warranties and covenants as are satisfactory to the NFL and consistent with the NFL's G-3 guidelines), including assurances that (1) funds so advanced will be used solely to fund construction activities, "soft costs" (including architect and consulting engineer fees), and other project costs that qualify for support under the NFL's G-3 guidelines, (2) prior to the NFL being obligated to advance any funds for construction purposes, the NFL shall have received evidence satisfactory to it that the both the public and private financings necessary to fund the Team's and the Authority's qualifying project costs have been closed and sufficient funds to complete the project in accordance with reasonable budgets are available thereunder, and (3) the ratio of the funds released from the NFL G-3 Financing Subaccount under the Construction Trust Agreement in any draw to the funds released from the Team League-Wide Credit Facility Subaccount in such draw shall be equal to or less than the ratio 1:1.9412.

Dated: 7/29/03

Exhibit CTA 2.3.2
To be replaced
by certificate
dated August
12, 2003

NATIONAL FOOTBALL LEAGUE

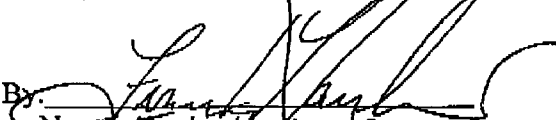
By: 
Name: FRANK HAWKINS
Title: SUD - BUSINESS AFFAIRS

EXHIBIT CTA-2.3.3

IRREVOCABLE INSTRUCTION FROM TEAM TO
TEAM LEAGUE-WIDE CREDIT FACILITY
(AS TO TEAM LEAGUE-WIDE CREDIT FACILITY)

To: Bank of America, N.A., as Agent
Football Funding LLC

Copy: CTA Trustee
Tourism and Sports Authority (the "Authority")
National Football League ("NFL")

Re: Construction Trust Agreement dated as of August 12, 2003, among the Authority, the undersigned, and Bank One Trust Company, N.A., as the Trustee (the "Construction Trust Agreement"), and Amended and Restated Note Purchase Agreement dated as of November 8, 2002, among each of the Participating Clubs (as defined therein), Football Funding LLC, as Purchaser, and Bank of America, N.A., a national banking association, as Agent (the "Team Note Purchase Agreement," with all capitalized terms used and not otherwise defined herein having the meaning assigned to them in the Team Note Purchase Agreement)

The undersigned hereby unconditionally and irrevocably instructs Football Funding LLC and the Agent to (a) initially reserve \$67,707,870.25 of the amount available for advances to the undersigned under the Team Note Purchase Agreement, and (b) make advances from the reserved amount only pursuant to incremental advance certificates which state that the proceeds of the advance will be paid to Bank One Trust Company, N.A., as trustee under the Construction Trust Agreement (the "CTA Trustee") for deposit in the Team League-Wide Credit Facility Subaccount created under the Construction Trust Agreement.

As and when an advance is made from the reserved amount in accordance with this Instruction, the reserved amount will be reduced by the amount of the advance.

The undersigned agrees, in addition to any indemnities provided pursuant to the Team Note Purchase Agreement, to indemnify Football Funding LLC and the Agent and their permitted assigns, directors, officers, members, managers, authorized representatives, employees and agents (each such person being called an "Indemnitee") against, and to hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees and expenses, incurred by or asserted against any Indemnitee arising out of (i) the execution or delivery of this Instruction or any agreement or instrument contemplated thereby, the performance by Football Funding LLC or the Agent of their respective obligations hereunder or the consummation of the transactions contemplated hereby, (ii) arise out of the execution or delivery of, the use of proceeds from, or any claim, litigation, investigation or proceeding relating to, the Construction Trust Agreement, or (iii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the

extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the unlawful conduct, gross negligence or willful misconduct of such Indemnatee, the agent of such Indemnatee or the person of which such Indemnatee is a director, officer, member, manager, authorized representative, employee or agent.

The undersigned agrees, until the termination of this Instruction, that it will only request advances from the reserved amount pursuant to incremental advance certificates which state that the proceeds of the advance will be paid to the CTA Trustee for deposit in the Team League-Wide Credit Facility Subaccount created under the Construction Trust agreement.

This Instruction can be terminated only on written instruction to the Agent from all of the NFL, the Authority and the undersigned.

Dated: August 12, 2003.

B & B HOLDINGS, INC., an Arizona
corporation doing business as Arizona Cardinals

By: Michael J. Brill
Its: Vice President & General Counsel

EXHIBIT CTA-2.3.4

IRREVOCABLE INSTRUCTION FROM TEAM TO NFL
(AS TO NFL G-3 FINANCING)

To: National Football League (the "NFL")

Copy: CTA Trustee
Tourism and Sports Authority (the "Authority")

Re: Contribution Trust Agreement dated as of August 12, 2003, among the Authority, the undersigned, and the CTA Trustee (the "Construction Trust Agreement")

The undersigned hereby unconditionally and irrevocably instructs the NFL to (a) reserve \$30,000,000 of the amount available for advances to the undersigned under the NFL G-3 Program, (b) make advances from the reserved amount only pursuant to draw requests which state that the proceeds of the advance will be paid to [Bank One Trust Company, NA.], as Trustee under the Construction Trust Agreement (the "CTA Trustee"), for deposit in the NFL G-3 Financing Subaccount created under the Construction Trust Agreement, and (c) promptly after expiration of any applicable cure period, notify the CTA Trustee and the Authority of any default under the credit agreement or other instrument to be entered into between the NFL and the Team with respect to financing a portion of the Project Costs (as defined in the Construction Trust Agreement) pursuant to the NFL's G-3 Program.

As and when an advance is made from the reserved amount in accordance with this Instruction, the reserved amount will be reduced by the amount of the advance.

This Instruction can be terminated only on written instruction to the Agent from both the Authority and the undersigned.

Dated: August 12, 2003.

B & B HOLDINGS, INC., an Arizona
corporation doing business as Arizona Cardinals

By: Michael J. Zell
Its: Vice President & General Counsel