

**SECOND AMENDMENT TO AMENDED AND RESTATED
FIESTA BOWL USE AGREEMENT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED FIESTA BOWL USE AGREEMENT (this "Amendment") is dated as of July 10, 2007, and entered into by and between the TOURISM AND SPORTS AUTHORITY, doing business as the ARIZONA SPORTS AND TOURISM AUTHORITY, existing pursuant to the provisions of Laws 2000, Chapter 372, 44th Legislature, as the same may be modified or amended (collectively, the "Act"), as a corporate and political body of the State of Arizona and, except as otherwise limited, modified or provided by the Act, as a tax levying public improvement district (the "Authority"), THE ARIZONA SPORTS FOUNDATION, an Arizona non-profit corporation, doing business as the FIESTA BOWL (the "Foundation").

RECITALS

A. The Authority and the Foundation are parties to that certain Amended and Restated Fiesta Bowl Use Agreement, effective August 15, 2005 (the "Agreement").

B. For the first four (4) years of presenting the Fiesta Bowl at the Stadium, by letter agreement dated August 15, 2005 (the "Letter Agreement") the parties agreed to limit the Foundation's obligation for Game Day Expenses to \$250,000 for each Fiesta Bowl.

C. The parties acknowledge that the costs and expenses associated with the presentation of the first Fiesta Bowl at the Stadium (the "First Game") resulted in Game Day Expenses that were more than was anticipated by either party in the negotiation of the Agreement.

D. The parties were uncertain as to whether certain costs and expenses associated with the presentation of the First Game were included in the definition of Game Day Expenses and negotiated and resolved these by agreeing to share the costs and expenses for the First Game.

E. The Fiesta Bowl is an important event that inures positively to the Authority's revenues by providing the Authority with substantial tax revenues, which are pledged to the Authority's bondholders and can be used for all of the Authority's statutory purposes.

F. In consideration of the parties execution and delivery of the First Amendment to Agreement (Regarding Construction and Use of Undeveloped Areas) of even date herewith and because the parties desire to amend the Agreement to provide for certainty between the parties regarding the payment of costs and expenses associated with the presentation of the Fiesta Bowl by providing that the Authority's sole obligation to fund any costs and expenses for the Fiesta Bowl Activities is to provide a credit from the Authority to the Foundation related to the Foundation's obligation to pay for all costs and expenses associated with the presentation of the Fiesta Bowl Activities and to provide a timetable for the payment of these costs and expenses, the parties have agreed to execute and deliver this Amendment.

NOW, THEREFORE, intending to be legally bound, for valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

AGREEMENTS

1. Game Day Expenses Credit. Section 10.2.2 of the Agreement is deleted and replaced with the following: Notwithstanding anything to the contrary in Section 10.2.1 or elsewhere in the Agreement, the Foundation will not be obligated to pay the Authority for the first \$300,000 in costs and expenses associated with presentation of the Fiesta Bowl Activities (the "Game Day Expenses Credit"). The Game Day Expenses Credit shall be increased annually by 2% per year each year a Fiesta Bowl is played as shown on Exhibit F. All other costs and expenses associated with the presentation of the Fiesta Bowl Activities shall be borne by the Foundation and the Game Day Expenses Credit shall constitute the Authority's only obligation to fund any and all costs and expenses associated with the presentation of the Fiesta Bowl Activities; provided, however, the Foundation shall not be responsible for any fixed operating expenses of the Facility or any overhead or salary expenses (other than wages for the Personnel) or other indirect fees, costs or charges. The Foundation shall transfer in immediately available funds 75% of the Fiesta Bowl Budget less the Game Day Expenses Credit to the Authority on the first Business Day immediately following the Fiesta Bowl. Any additional payments due by the Foundation (or, as the case may be, refunds due to the Foundation) pursuant to this Section 10.2.2 shall be paid by or, as the case may be, to, the Foundation in immediately available funds not later than thirty (30) days after receipt of an invoice for the amount due or and other reasonable supporting documentation as the Foundation may request.

2. Defined Terms. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meanings as are set forth for such terms in the Agreement.

3. Full Force and Effect. Except as amended hereby, the Agreement shall remain in full force and effect.


4. Counterparts; Facsimile. This Amendment may be executed via facsimile in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.

5. Conflict. This Amendment nullifies, supersedes and replaces the Letter Agreement is entirety. In the event of a conflict between the Agreement and this Amendment, the Amendment will control.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Foundation:

THE ARIZONA SPORTS FOUNDATION,
D/B/A THE FIESTA BOWL

By: 
Name: JOHN JUNKER
Its: PRESIDENT & CEO

The Authority:

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

By: _____
Name: _____
Its: _____

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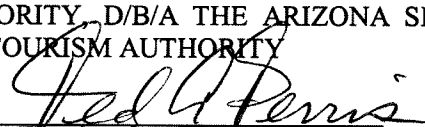
Foundation:

THE ARIZONA SPORTS FOUNDATION,
D/B/A THE FIESTA BOWL

By: _____
Name: _____
Its: _____

The Authority:

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

By: 
Name: Ted A. Ferris
Its: President / CEO