

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is entered into this 31st day of October, 2000, by and between the Arizona Sports Foundation (the "Foundation") and the Tourism and Sports Authority (the "Authority").

### RECITALS:

A. This MOU will confirm the understanding of the Foundation and the Authority concerning the general terms of the Foundation's use agreement(s) for the proposed 73,000 seat multipurpose stadium (the "Stadium").

B. This MOU incorporates various terms and conditions relating to B & B Holdings, Inc., doing business as the Arizona Cardinals (the "Arizona Cardinals"), which terms and conditions shall be consented and agreed to by the Arizona Cardinals.

### AGREEMENTS:

The Foundation and the Authority hereby agree as follows:

1. Term. The term will be 30 years, commencing with the first Bowl Championship Series or similar, substitute or successor entity or entities ("BCS") game (the "Fiesta Bowl") that is scheduled to be played after completion of construction of the Stadium. The Foundation agrees that it will conduct its first Fiesta Bowl to be played after construction of the Stadium and each and every Fiesta Bowl thereafter during the 30-year term, at the Stadium. The Authority will grant the Foundation 5-year extensions at the option of the Foundation on terms and conditions to be agreed upon at the times of exercise. The use agreement(s) will include a mutually agreeable specific performance provision, together with damages provisions (including a liquidated damages provision) adequate to ensure full performance by the Foundation of its obligations hereunder.

2. Scheduling Priority. The Foundation shall have scheduling priority for the Fiesta Bowl in the Stadium, subject to the following terms and conditions:

(a) Black-Out Period. From December 31 through January 6 of each and every year, the Foundation shall have the absolute and unqualified scheduling priority for the Fiesta Bowl in the Stadium. No other events or games shall be scheduled during this period which would interfere with the preparation, staging and promotion of any Fiesta Bowl. Notwithstanding the foregoing, nothing herein shall preclude (i) any Arizona Cardinals home regular season game or Authority event scheduled and conducted two (2) days or more before or after any Fiesta Bowl, or (ii) any Arizona Cardinals home playoff game scheduled one (1) day or more before or after any Fiesta Bowl.

(b) Additional Scheduling Priority. In order to accommodate the Arizona Cardinals, from January 7 through January 31 of each and every year (the "Additional Time Period"), the Foundation shall have scheduling priority for the Fiesta Bowl in the Stadium,

except for (i) any Saturday or Sunday (and immediately preceding day) during the Additional Time Period on which the Arizona Cardinals are scheduled to have a home NFL playoff game or (ii) any Sunday (and the week preceding such event, Monday through Sunday, which is Super Bowl game day) during the Additional Time Period on which the NFL Super Bowl game is to be held at the Stadium. No other events or games shall be scheduled during this period which would interfere with the preparation, staging and promotion of any Fiesta Bowl; provided, an Authority event scheduled and conducted two or more days before or after a Fiesta Bowl shall not be considered to "interfere."

(c) BCS Changes. In the event of any material change in, or termination of, the BCS, in which the Foundation and the Fiesta Bowl are participants, the Authority, the Foundation, and the Arizona Cardinals, shall review and renegotiate in good faith the scheduling priority of the Fiesta Bowl.

(d) Cooperation. To the extent not otherwise dealt with in this MOU and the Memorandum of Understanding entered into between the Authority and the Arizona Cardinals and the parties' use agreements, the Authority will resolve any conflict in scheduling priority between the Foundation and the Arizona Cardinals, and the Foundation and the Arizona Cardinals agree to cooperate with the Authority in this regard.

(e) BCS and NFL Approval. The scheduling priority terms and conditions set forth herein are subject to the approval of the BCS and the NFL.

3. Exclusivity. The Authority is the owner of the Stadium and is solely responsible for its operation and maintenance. Except as otherwise provided herein and in the Memorandum of Understanding entered into between the Authority and the Arizona Cardinals, the Authority will control all scheduling of the Stadium.

(a) Assignment of Football Use Rights. By separate agreement, the Arizona Cardinals have agreed to assign to the Authority the rights to control all Special College Football Games (as defined below) in the Stadium.

(b) Special College Football Games. The Authority shall have the sole and exclusive right to host, schedule, manage, stage, conduct and/or promote any Special College Football Games in the Stadium, subject to Sections 3 (c) and (d), below.

(c) Black-Out Period. The Foundation shall have the right, in its sole and absolute discretion, to approve or disapprove of the playing of any Special College Football Games in the Stadium after the conclusion of each NCAA regular season college football schedule through the following January 31. As used herein, "Special College Football Games" means any exhibition games, preseason games, conference championship games, playoff games, all star games, bowl games or any other regular season NCAA Division I college football games in which neither of the participating teams uses the Stadium as its regular home field. As used herein, "regular season" shall include the last scheduled college football game of any NCAA Division I school which is identified in advance for each and every school and shall not include any post season games that any such school is invited to participate in which the school has been awarded based on its individual record for any season. The Authority may request that the

Foundation approve a Special College Football Game in the Stadium during the Black-Out Period set forth herein. The Foundation may approve or disapprove the Authority's request in its sole and absolute discretion. If the Foundation approves the Authority's request, any such Special College Football Game shall be subject to the Foundation's rights in Section 3(d), below.

(d) Right to Participate in Special College Football Games. With respect to (i) any Special College Football Games outside the Black-Out Period described in Section 3(c), above, and (ii) any Special College Football Game within the Black Out Period as to which the Foundation has given its approval where required by Section 3(c) above, the Authority will provide to the Foundation the right to participate in the hosting, management, staging, conducting and/or promoting of any such football game in the Stadium, on the following terms and conditions:

(i) Terms and Conditions. With respect to any third party proposal to conduct any Special College Football Game in the Stadium, the Authority shall determine, in consultation with the Foundation (after sharing all relevant information concerning such proposal), whether the Authority wishes to host any such game. Subject to the Foundation's approval/disapproval where required by Section 3(c) above, the decision to host any Special College Football Game and the terms and conditions on which any such game will be hosted by the Authority shall rest exclusively with the Authority in its sole and absolute discretion. Upon entering into an agreement with the third party proposing to conduct any such game at the Stadium and consistent with such agreement, the Authority will provide the Foundation with an opportunity to meaningfully participate in such Special College Football Game and the Authority and the Foundation will agree as follows: (i) to a division of host responsibilities between them; (ii) to the payment of actual and reasonable costs and expenses incurred by them in hosting the game; (iii) to such other reasonable terms and conditions as are necessary or advisable; and (iv) to a split of the net proceeds from the game (after payment of all actual and reasonable costs and expenses incurred by them and all obligations to the third party conducting the game). If the Foundation elects not to participate in hosting the game or if the Authority and the Foundation cannot, despite good faith efforts, agree on the terms of their participation in carrying out host obligations, the Authority shall be free to proceed with the game pursuant to any arrangements the Authority and the third party conducting the game deem appropriate.

(ii) Annual Right. The Foundation's right to participate in the hosting of any Special College Football Games shall be provided by the Authority to the Foundation as to each such game. The Authority may enter into a long-term or multi-year agreement(s) with any third party so long as for each Special College Football Game, the Authority reserves the right to and shall grant the Foundation, each year, an election to participate.

#### 4. Suites.

(a) Revenues. Notwithstanding any provision contained herein to the contrary, all revenues related to the suites in the Stadium for each and every Fiesta Bowl shall be the sole and exclusive property of the Foundation. With respect to suites marketed by the Arizona Cardinals to the Fiesta Bowl, as set forth in this Section 4, the Arizona Cardinals shall pay the Foundation the premium and ticket revenues attributable thereto. The Foundation shall retain the premium and ticket revenues from suites it markets to the Fiesta Bowl, as set forth in

this Section 4. Net concessions related to the suites at Fiesta Bowls will be paid to the Foundation by the Authority in accordance with Section 7 of this MOU.

(b) Current Suite Configuration. As presently projected by the Authority, the number of suites that will be constructed and built out and available for use by ticket buying patrons will be at least eighty-six (86) (the "Current Suite Configuration"). This MOU is based on the Current Suite Configuration being available for use at Fiesta Bowls in the Stadium, and assumes that such suites are approximately equal in size and do not include game management suites or areas such as press boxes, team and coaches boxes, television, radio and other broadcast boxes, other hospitality areas, or "party" areas or oversized suites. With respect to the suites and game management suites or areas described in the foregoing sentence, such suites and areas shall be available for use by the Foundation for their intended purposes in connection with the presentation of Fiesta Bowls.

(c) Exclusive Marketing Rights. Of the Current Suite Configuration, the Fiesta Bowl shall be entitled to, and shall have the sole and exclusive marketing rights to, thirty-two (32) suites for use at Fiesta Bowls. The sole and exclusive marketing rights to the remaining number of suites, fifty-four (54), shall be retained by the Arizona Cardinals for sale by the Arizona Cardinals, subject to the payment requirements set forth in Section 4(a) above.

(d) Future Build-Out. If any suites in excess of the Current Suite Configuration are constructed, built out and available for use by ticket buying patrons, the Foundation shall be entitled to the sole and exclusive marketing rights for Fiesta Bowls to the first suite constructed and built out, and the Arizona Cardinals shall be entitled to the sole and exclusive marketing rights for Fiesta Bowls to the next suite constructed and built out, with the Foundation and Arizona Cardinals alternating until a total of six (6) new suites have been constructed and built out in the Stadium. Thereafter, the marketing rights for Fiesta Bowls to any additional suites shall belong to either the Foundation or Arizona Cardinals based on the proportion of suite control for Fiesta Bowls, which is equal to thirty-seven percent (37%) for the Foundation and sixty-three percent (63%) for the Arizona Cardinals, rounded to the next closest whole number. As an example, if twenty-four (24) additional suites in the Stadium are constructed and built out in excess of the Current Suite Configuration, the Foundation and Arizona Cardinals would have exclusive control of marketing rights for such suites for Fiesta Bowls in accordance with the following table:

<u>Current Suite Configuration</u>	<u>Next Six Additional Suites</u>	<u>Remaining Eighteen Suites</u>
32 suites to be marketed by the Foundation for Fiesta Bowls	3 to be marketed by the Foundation for Fiesta Bowls (the first, the third and the fifth additional suites built)	7 to be marketed by the Foundation for Fiesta Bowls, equal to 37% of 18
54 suites to be marketed by the Arizona Cardinals for Fiesta Bowls	3 to be marketed by the Arizona Cardinals for Fiesta Bowls (the second, the fourth and the sixth additional suites built)	11 to be marketed by the Arizona Cardinals for Fiesta Bowls, equal to 63% of 18

Total Number Of Marketing Rights to Suites:

42 to the Foundation for Fiesta Bowls  
and  
68 to the Arizona Cardinals for Fiesta Bowls

(e) Construction Contingency. If construction of the Stadium for any reason does not provide the Current Suite Configuration (so as to provide fewer than 86 approximately equal in size suites), the Authority, the Foundation and the Arizona Cardinals agree, in good faith, to renegotiate arrangements with respect to available suites for Fiesta Bowls and Arizona Cardinals games.

(f) Location. The locations of all suites available for the exclusive marketing rights to the Foundation and the Arizona Cardinals for Fiesta Bowls shall be established by the Authority on a fair and equitable basis, based on the percentage of marketing control of suites held by each.

(g) Reversion Right. With respect to the suites controlled by the Arizona Cardinals for Fiesta Bowls, the Arizona Cardinals agrees to market such suites for a term coinciding with the term of the applicable suite license, or the remaining term of the Foundation's BCS contract, if shorter. The Arizona Cardinals represents that it intends to market suites for its games, generally, on a long-term (minimum of three years) basis, except for suites included as part of a sponsor package. By the first Monday after the Arizona Cardinals third regular season game of each year, the Arizona Cardinals shall notify the Authority and the Foundation of any suiteholders that have not elected to purchase the Fiesta Bowls on the basis set forth in Section 4(h), below (the "Fall Out Suites"). With respect to the Fall Out Suites, those suites shall go to the Foundation for marketing for Fiesta Bowls for the remaining term of the subject suite license agreement or the duration of any existing BCS agreement with the Fiesta Bowl, whichever is shorter, in which case the Foundation shall have the sole and exclusive right to use, market and sell any such Fall Out Suites for the remaining period. Upon completion of the Foundation's marketing reversion rights for Fiesta Bowls, any such suites shall be returned to the Arizona Cardinals' allotment for Fiesta Bowls.

(h) Pricing. The Foundation agrees to provide the Arizona Cardinals with a pricing list (including the suite premiums and ticket prices) for all suites in the Stadium for Fiesta Bowls, which list shall have prices for the duration of any existing BCS agreement with the Foundation for Fiesta Bowls. The Arizona Cardinals agrees to market for sale its allotment of suites and tickets only at the prices set forth on such list. The Foundation agrees to market for sale all of its suites and related tickets to Fiesta Bowls in accordance with the same price list for comparable suites and related tickets provided to the Arizona Cardinals subject, however, to the rights of the Foundation to provide suites from its allotment to its teams, conferences, broadcast companies, the BCS, its sponsors and other game management entities or persons, at no charge or a reduced charge, as the Foundation may determine. However, after the date the teams are selected for the Fiesta Bowl in each and every year, the Foundation shall have the right to sell any suites and tickets under the Foundation's control at any price or cost as the Foundation may determine, subject only to the following terms and conditions: (i) the Foundation shall have sole and absolute discretion to market and sell such suites and tickets to any purchasers outside the Phoenix metropolitan area ("Out of Market"), and (ii) with respect to all purchasers that are not Out of Market, the Foundation agrees not to sell such suites and the tickets for less than 80% of the price provided by the Foundation to the Arizona Cardinals. In addition, the Foundation shall have the right to review those provisions of the final form of license agreement to be used by the Arizona Cardinals pertaining to its marketing and sale of the suites for Fiesta Bowls. The Arizona Cardinals agrees that the suites for any Fiesta Bowl allocated to the Arizona Cardinals may not be sold separately from the Arizona Cardinals games, and that the Arizona Cardinals shall not attempt to market or sell suites for Fiesta Bowls to any other third parties.

(i) Authority Rights to Fiesta Bowls. If the Authority has received the right to use a suite, the Fiesta Bowl agrees to provide tickets to such suite at no cost or expense to the Authority.

5. Club Seats.

(a) Revenues. Notwithstanding any provision contained herein to the contrary, all revenues from the club seats in the Stadium for Fiesta Bowls shall be paid to or retained by the Foundation.

(b) Current Club Seat Configuration. As presently projected by the Authority, the number of club seats that will be constructed and built out and available for use by ticket buying patrons will be at least six thousand eight hundred (6,800) (the "Current Club Seat Configuration"). This MOU is based on the Current Club Seat Configuration being available for use at Fiesta Bowls in the Stadium. If construction of the Stadium for any reason does not provide the Current Club Seat Configuration (so as to provide fewer club seats than 6,800 in number), the Authority, the Foundation and the Arizona Cardinals agree, in good faith, to renegotiate arrangements with respect to club seats for Fiesta Bowls.

(c) Exclusive Marketing Rights. Of the Current Club Seat Configuration, the Foundation shall be entitled to the sole and exclusive marketing rights to 5,666 club seats for use at Fiesta Bowls. The remaining number of club seats, 1,134, shall be marketed for Fiesta Bowls by the Arizona Cardinals, in accordance with subsection 5(f), below, with all ticket proceeds to be paid to the Foundation.

(d) Location. The locations of all club seats available for the exclusive marketing rights to the Foundation and the Arizona Cardinals shall be established by the Authority on a fair and equitable basis.

(e) Reversion Right. By the first Monday after the Arizona Cardinals third regular season game of each year, the Arizona Cardinals shall notify the Authority and the Foundation of any club seats that have not been sold for the Fiesta Bowl (the "Fall Out Club Seats"). With respect to the Fall Out Club Seats, those seats shall go to the Foundation for that year's Fiesta Bowl, in which case the Foundation shall have the sole and exclusive marketing right to use, market and sell any such Fall Out Club Seats.

(f) Pricing. The Foundation agrees to provide the Arizona Cardinals each year with a pricing list for all club seats in the Stadium for the Fiesta Bowl. The Foundation agrees to market for sale its allotment of club seats only at the prices set forth on such list, subject to same terms and conditions applicable to suite pricing. The Arizona Cardinals agree to market for sale its respective allotment of club seats only at the prices set forth on such list. The Arizona Cardinals agrees that their exclusive marketing rights to the club seats for any Fiesta Bowl allocated to the Arizona Cardinals may not be marketed or sold to the general public.

6. Arizona Cardinals' Contribution. Commencing on February 1 following the date that the first Fiesta Bowl is played in the Stadium, the Arizona Cardinals shall pay the Foundation an amount equal to \$100,000 on an annual basis, provided the sponsorship portion of this contribution, as discussed below, shall be paid in accordance with the Foundation's standard practices for the payment of sponsorships. This \$100,000 contribution shall increase by five percent (5%) each year, compounded. As part of the Arizona Cardinals' contribution, the Foundation agrees to provide to the Arizona Cardinals \$50,000 (escalating at five percent (5%) per year, compounded) of sponsorship benefits each year, as mutually agreed upon by the Foundation and the Arizona Cardinals. The Foundation agrees to provide the Arizona Cardinals, as soon as available, with its list of generally available sponsor opportunities to the Fiesta Bowl and ancillary events on an annual basis, and the Arizona Cardinals may select one or more opportunities from such list. If the Foundation reasonably believes that any sponsorship opportunity selected by the Arizona Cardinals would be inappropriate for an NFL team or would conflict with any NCAA or BCS rule, regulation or guideline, then the Foundation shall notify the Arizona Cardinals of such determination and the Arizona Cardinals shall select one or more different sponsorship opportunities. If, for any reason, the Foundation and the Arizona Cardinals are unable to agree on such sponsorship opportunities, then the Authority shall arbitrate (with such arbitration to be binding upon the Foundation and the Arizona Cardinals) any such dispute and award an appropriate sponsorship(s) to the Arizona Cardinals, which shall continue to pay the Foundation the full contribution for that year.

7. Concession and Parking Revenues. The Authority agrees that the Foundation shall receive one hundred percent (100%) of the Authority's net revenues arising out of or relating to all concessions at Fiesta Bowls and all Fiesta Bowl ancillary events conducted in conjunction with, and on the same day (unless otherwise agreed to and subject to Stadium availability) as, the Fiesta Bowls, and all Authority controlled (owned or under contract) parking for all Fiesta Bowls and such related Fiesta Bowl ancillary events. The Authority's revenues, however, shall be subject to, and limited by, such concession and parking rights and revenues

that are contractually available to the Authority as part of its site selection, construction and operation of the Stadium. The Authority shall use reasonable efforts to maximize such net concession and net parking revenues, all of which are payable to the Foundation for Fiesta Bowls. The Authority shall consult with the Foundation in selecting the concessionaire for the Stadium.

8. Foundation Expenses. Except as set forth below in this Section 8, the Foundation shall not be obligated to pay any other costs, fees or expenses arising out of or relating to its use of the Stadium for Fiesta Bowls, but not with respect to ancillary events as set forth in Section 9.

(a) Game Day Expenses. The Foundation agrees to pay to the Authority all actual and reasonable game day expenses for the hosting, managing, staging, conducting and production of all Fiesta Bowls held in the Stadium. Subject to any agreements which may be entered into by the Authority, the Foundation retains the right to use its own service and product providers in order to control and reduce its game day operating expenses. The Authority shall consult with the Foundation in selecting the manager for the Stadium. On or before May 1 of each year, the Foundation and the Authority will mutually agree on a budget for game day expenses for the subsequent Fiesta Bowl.

(b) Ticket Surcharge. Commencing with the first Fiesta Bowl conducted in the Stadium, the Foundation agrees to pay to the Authority an amount equal to \$2.50 per Fiesta Bowl ticket sold, escalating by \$.20 every year thereafter.

9. Ancillary Events. The Foundation shall have the right to conduct other events and activities, in conjunction with, and on the same day (unless otherwise agreed to and subject to Stadium availability), the Fiesta Bowls, at no additional cost to the Foundation except for the costs, fees, and expenses incurred by the Foundation in staging and promoting such Fiesta Bowl ancillary events and any costs, fees and expenses incurred by the Authority in connection therewith. The Authority agrees not to charge the Fiesta Bowl any additional license or use fee for such events. Such ancillary events may include media events, pre- and post-game festivities and award presentations.

10. Temporary Advertising.

(a) Temporary Advertising. The Foundation shall have the exclusive right to all temporary advertising at Fiesta Bowls. As used herein, "temporary advertising" shall include each and all of the following items: (i) use of the video board in the Stadium, temporary game day signage and Stadium decoration on available signage venues (without covering any permanent signage or other Stadium decorations), public service announcements and all other forms of temporary game day advertising and promotions in the Stadium; and (ii) with respect to pre-game and post-game festivities conducted outside (but not inside) the Stadium, distribution of products and services; and (iii) promotional samples and "give-aways" of non-consumable products and services for sponsors of Fiesta Bowls, and promotional samples and "give-aways" of consumable products for any title or presenting sponsors of Fiesta Bowls, subject to the concessionaire agreement for the Stadium.

(b) Major Stadium Sponsorship and Marketing Rights. With respect to major sponsors for the Stadium, the Foundation shall be given the opportunity and right to negotiate such sponsorship and marketing packages as may be agreed upon between the Foundation and such major sponsors. Within thirty (30) days after final agreements have been entered into with major Stadium sponsors, the Arizona Cardinals shall use reasonable efforts to introduce Foundation representatives to such sponsors, for the purpose of facilitating marketing discussions. If the Foundation is unable to, or decides not to, enter into an agreement with a major Stadium sponsor reasonably acceptable to the Foundation, then the Foundation shall have the right to enter into an agreement with one or more other sponsors for temporary advertising.

(c) Broadcast Rights. The Foundation shall have the full and complete right to contract for all broadcasting rights to the Fiesta Bowls and ancillary events. The Foundation shall not be required to pay any broadcast fee to the Authority for all Fiesta Bowls and ancillary events, provided the Foundation shall be responsible for all Fiesta Bowl and ancillary event related costs and expenses at the Stadium associated with the exercise of its broadcast rights.

11. Stadium Space. If requested by the Foundation, and if reasonably available, the Foundation shall be entitled to use up to 25,000 square feet of office space located in the Stadium, with reasonable access, at no cost or expense to the Authority; provided, the Foundation would be responsible for all tenant improvements and operating expenses. There will be no charge or rent with respect to the Foundation's use of this space for office purposes.

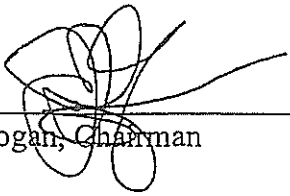
12. Seating Capacity. The Foundation requires a minimum seating capacity of at least 73,000 seats for Fiesta Bowls in the Stadium. At no cost or expense to the Foundation, the Authority will provide that seating capacity to the Foundation for all Fiesta Bowls. Any temporary seats which are installed in the Stadium by the Authority to comply with this requirement shall have arm rests and seat backs.


13. Miscellaneous. The Authority and the Foundation hereby acknowledge and agree that any use agreement between the Authority and the Foundation shall be subject to review and approval of both parties. With respect to any such review and approval, the parties acknowledge and understand that there may be additional terms, conditions, and other agreements which may not have been foreseen at the present time, or which alter the terms and conditions set forth herein. In addition, in the event of any material change in the BCS or similar agreements relating to Fiesta Bowls, the Authority and the Foundation agree to negotiate in good faith such changes to any existing agreement so that the Foundation shall be given every reasonable opportunity to remain a top tier post-season college football bowl or playoff game.

Dated as of the day and year first above written.

TOURISM AND SPORTS AUTHORITY

ARIZONA SPORTS FOUNDATION,  
doing business as the Fiesta Bowl

By:   
James J. Grogan, Chairman

By:   
John Junker, President and CEO

As to the terms, conditions, representations  
and agreements relating to the Arizona  
Cardinals, consented and agreed to:

B & B Holdings, Inc., doing business as the  
Arizona Cardinals

By:   
Name: WILLIAM V PIVOTAL  
Title: PRES