

August 15, 2005

Mr. Ted A. Ferris
Chief Executive Officer,
President and Executive Director
ARIZONA TOURISM AND SPORTS AUTHORITY
14500 Northside Boulevard, Suite 312
Scottsdale, Arizona 85260

Re: Letter Agreement regarding Section 10.2.1 of that certain Amended and Restated Fiesta Bowl Use Agreement of even date herewith (the "Use Agreement")

Dear Ted:

All capitalized terms used in this Letter Agreement shall have the same meanings as set forth in the Use Agreement. This Letter Agreement amends and supplements the terms and conditions of the Use Agreement and, to the extent of any conflict between the terms and conditions of this Letter Agreement and the terms and conditions of this Use Agreement, the terms and conditions of this Letter Agreement shall control.

For good and valuable consideration, the Foundation and the Authority hereby agree as follows:

1. The Foundation's obligation to pay any and all game day expenses pursuant to Section 10.2.1 of the Use Agreement shall be limited to, and not exceed, \$250,000.00 for the first four (4) Fiesta Bowl Games at the Facility (which relates to the Fiesta Bowl Games after the conclusion of the 2006, 2007, 2008, 2009 regular college football seasons).

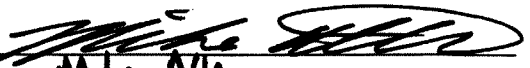
2. After the conclusion of the limitation and cap on game day expenses set forth in Paragraph 1 above, the Foundation and the Authority shall meet, confer, and negotiate in good faith a similar limitation and cap on game day expenses for the subsequent four (4) year schedule of Fiesta Bowl Games at the Facility, it being understood that the parties intend that the Foundation will pay all reasonable and necessary game day expenses for the Fiesta Bowl. If requested by the Foundation, this procedure shall continue on a four (4) year cycle, so that, for each cycle, the Foundation and the Authority shall meet, confer and negotiate in good faith a

August 15, 2005
Page 2

limitation and cap on game day expenses for the Fiesta Bowl Games throughout the remaining term of the Use Agreement.


3. This Letter Agreement shall constitute an other agreement as referenced in Section 21.10 of the Use Agreement.

THE ARIZONA SPORTS FOUNDATION, dba
Fiesta Bowl

By: 
Name: Mike Allen
Title: 2005-2006 CHAIRMAN

AGREED:

ARIZONA TOURISM AND SPORTS AUTHORITY,
dba The Arizona Sports and Tourism Authority

By: 
Name: Ted A. Ferris
Title: President, Chief Executive Officer,
Executive Director