

When recorded return to:

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Attention: Sarah A. Strunk, Esq.

MEMORANDUM OF AGREEMENT

By and Among

CITY OF GLENDALE, ARIZONA,

TOURISM AND SPORTS AUTHORITY,

doing business as

ARIZONA SPORTS AND TOURISM AUTHORITY,

And

B&B HOLDINGS, INC.,

doing business as the

ARIZONA CARDINALS

Dated: November 1, 2004

TABLE OF CONTENTS

	Page
1. CITY OBLIGATIONS	2
1.1 City Improvements.....	2
1.2 95th Avenue Improvements.....	2
1.3 Schedule for Completion of City Improvements.....	3
1.4 No Reliance.....	3
1.5 The City’s Obligations with Respect to Certain Facility Revenues; Taxes and Reimbursements.....	3
(a) Parking, Ticket Surcharge and Facility User Fee.....	3
(b) City Pledged Stadium Taxes.....	3
1.6 City Reimbursement of the Cardinals.....	6
1.7 93rd Avenue Alignment.....	6
2. ON-SITE IMPROVEMENTS (PARKING, PEDESTRIAN PLAZA AND UTILITY INFRASTRUCTURE IMPROVEMENTS)	6
2.1 On-site Improvements.....	6
2.2 Schedule for Installation of On-site Improvements.....	7
2.3 Contribution by the Cardinals.....	7
2.4 Adjustment to the Cardinals Contribution to the Facility Construction.....	7
2.5 Amendment of Section 6.1.1 of the Authority Development Agreement.....	7
2.6 Accounting For Prior Expenditures and Payments and Receipts of City Contracting Taxes.....	7
3. AUTHORITY BOND ISSUANCE	8
3.1 The Authority’s Obligation to Issue Completion Bonds.....	8
(a) Security for Completion Bonds.....	8
(b) Use of Proceeds of Completion Bonds.....	8
(c) Prepayment or Redemption.....	8
(d) Drafts of Bond Documents.....	8
3.2 Potential Termination of this Agreement.....	8
3.3 Community Facilities District.....	8
3.4 Distributions of Revenues; Facility Capital Improvements, Renovation, Operation, Repairs and Maintenance.....	9
3.5 Cooperation by the City in Connection with the Completion Bonds.....	9

TABLE OF CONTENTS
(continued)

	Page
3.6 Preliminary Official Statement or Official Statement; Representations of the City.....	9
(a) Due Organization and Authority.....	10
(b) Authorization	10
(c) Binding Agreement.....	10
(d) No Defaults.	10
(e) No Conflicts; Compliance.....	10
(f) Consents and Authorizations.	11
(g) No Legal Proceedings.....	11
3.7 Indemnification.	11
(a) Notice of Claim for Indemnification.....	11
(b) Survival of Indemnity.	12
4. PARKING.....	12
4.1 Overflow Spaces.	12
(a) Level of Improvement.....	12
(b) Youth Sports Fields.....	12
(c) Time for Commitment on Location.	13
(d) Availability of Overflow Spaces.....	13
4.2 Coyotes Arena Spaces.....	13
(a) Conflicts with Events at the Coyotes Arena.	13
(b) Time for Confirmation.....	13
5. PERMITTING ASSOCIATED WITH THE DEVELOPMENT OF THE FACILITY.....	14
6. AMENDMENT OF CERTAIN AGREEMENTS.	14
7. NO PERSONAL LIABILITY.	14
8. GENERAL PROVISIONS	15
8.1 Cooperation.....	15
8.2 Governing Law.	15
8.3 Successors and Assigns; Third-Party Beneficiaries.....	15
8.4 Incorporation of Exhibits and Recitals.	15
8.5 Entire Agreement; Amendments.....	15

TABLE OF CONTENTS
(continued)

	Page
8.6 Recordation of Agreement and Amendments.....	15
8.7 Time of the Essence.....	15
8.8 Approval or Ratification of Authority’s Board of Directors.....	15
8.9 Section 38-511.....	16

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MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "Agreement") is made to be effective as of the 1st day of November, 2004 (the "Effective Date"), by and among the CITY OF GLENDALE, ARIZONA, an Arizona municipal corporation (the "City"), the TOURISM AND SPORTS AUTHORITY, existing pursuant to the provisions of A.R.S. §§ 5-801 et seq., as the same may be modified or amended (collectively, the "Act"), as a corporate and political body of the State of Arizona and doing business as the ARIZONA SPORTS AND TOURISM AUTHORITY (the "Authority") and B&B HOLDINGS, INC., an Arizona corporation doing business as the ARIZONA CARDINALS (the "Cardinals"). The City, the Authority and the Cardinals are sometimes hereinafter collectively called the "Parties" and individually as a "Party".

Recitals

- A. The City and the Authority entered into a Disposition and Development Agreement and Intergovernmental Agreement on September 3, 2002 and supplemented on September 11, 2002 and amended on July 22, 2003 (the "Authority Development Agreement") to provide for the funding, construction and operation of the Facility and certain City Improvements (as defined herein) and On-site Improvements (as defined herein).
- B. The City and the Cardinals entered into a Development Agreement on September 3, 2002, as amended on July 22, 2003 (the "Cardinals Development Agreement") to provide for the funding, construction and operation of certain City Improvements and On-site Improvements associated with the Facility.
- C. The Parties entered into the Parking License and Agreement with Covenants, Conditions and Restrictions dated as of May 27, 2003 (the "Parking Agreement") to provide parking for the Facility. The Facility Property and the Parking Area Land are hereafter referred to as the "Facility Site."
- D. The Authority and the Cardinals entered into a Project Management Agreement dated effective February 20, 2003, as amended (the "Project Management Agreement") to provide for the finance and construction of the Facility.
- E. The City Council of the City, pursuant to RESOLUTION NO. 3778 NEW SERIES passed on July 13, 2004, an alternate Authority financing approach and authorized the City Manager and staff to negotiate and finalize agreements for such alternate approach and to present such agreements to the City Council for discussion, consultation and approval.
- F. Capitalized terms used in this Agreement but not separately defined herein will have the meanings set forth in the Authority Development Agreement.
- G. The Parties desire to set forth their agreements and understandings.

Agreement:

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as set forth in this Agreement:

1. CITY OBLIGATIONS

1.1 City Improvements. The City will pay for, manage, construct and install, or provide for the payment, management, construction and installation of, the following improvements, including permitting and inspection fees, cost overruns and land acquisition where needed: (i) extension of Bethany Home Road from 91st Avenue to 99th Avenue, including the water main (ii) 600 space park and ride facility at a location acceptable to the City, the Cardinals and the Authority, (iii) Bethany Home Road and Loop 101 interchange improvements, (iv) Maryland Avenue from 95th Avenue to 99th Avenue including overpass structure across Loop 101, and (v) LED signage (if the City in its sole discretion elects to provide any), all as more particularly described on Exhibit "A" hereto (the "City Improvements"). The anticipated funding source for each of the City Improvements is described on Exhibit "B" hereto (the "Schedule of Sources and Uses"), provided, however, the unavailability of such funding source shall not relieve the obligations of the City set forth in the first sentence of this Section 1.1. The Schedule of Sources and Uses does not include any funding source for the LED signage since it is to be installed at the sole discretion of the City. If the City elects to install the LED signage, the City is solely responsible for the payment of the LED signage.

1.2 95th Avenue Improvements. The City will pay for or provide for the payment of the construction and installation of the extension of 95th Avenue from Maryland Avenue to Bethany Home Road, in accordance with the design and scope set forth in Exhibit "C" hereto (the "95th Avenue Improvements"), including permitting and inspection fees, land acquisition where needed and cost overruns (but not including cost overruns that are due directly to the mismanagement of the construction of the 95th Avenue Improvements by the Cardinals and the Authority). The Authority and the Team shall manage the construction and installation of the 95th Avenue Improvements. The anticipated funding source for the 95th Avenue Improvements is described on the Schedule of Sources and Uses, provided, however, the unavailability of such funding source shall not relieve the obligations of the City set forth in the first sentence of this Section 1.2. The City shall provide or procure all necessary approvals in connection with the 95th Avenue Improvements that are located within the public right-of-way, including without limitation the bridge over the flood control channel, the Grand Canal, any design features that are above standard design features and signs to be located within the public right-of-way along the perimeter of the Facility Site (e.g., Bethany Home Road, 91st Avenue, Glendale Avenue and Maryland Avenue), provided that the 95th Avenue Improvements meet the minimum standards for roadway improvements within the boundaries of the City. The Authority and the Cardinals understand that certain approvals may be required of other governmental agencies and will, at no cost to the Authority and the Cardinals, cooperate fully with the City and those agencies in gaining those approvals. The Authority and the Cardinals shall have the right to make design changes to the 95th Avenue Improvements in their discretion, but (notwithstanding the City's responsibility for cost overruns as set forth above) any resultant increases in costs associated with such design changes shall be the responsibility of the Authority and the Cardinals.

1.3 Schedule for Completion of City Improvements. The City agrees that time is of the essence. The current Project Schedule for the City Improvements is attached hereto as Schedule 1.3. The City will commence and shall diligently complete the City Improvements in general accordance with the Project Schedule, as it may be amended from time to time pursuant to the terms of the Authority Development Agreement. Unless the delay is directly caused by the construction of the On-Site Development (defined in Section 2.1 below), the City will bear the risk of any delay and agrees to do whatever is reasonably required to maintain the Project Schedule. If at any time during the construction and completion of the City Improvements, the City falls behind the Project Schedule by more than four (4) weeks (except it shall be only two (2) weeks if less than one year remains before July 1, 2006) or the Authority reasonably believes that the City will not be able to achieve the Project Schedule, and the City cannot reasonably demonstrate by means of a recovery plan that the Project Schedule can be achieved, then the Authority may require the City to take whatever steps may be necessary and reasonably possible to accelerate so as to complete the City Improvements in accordance with the Project Schedule including the use of labor on an overtime or shift basis. The additional costs and expenses associated with such overtime or shift labor or other acceleration shall constitute a cost to be borne solely by the City and not by either the Cardinals or the Authority.

1.4 No Reliance. The City will rely on its own review and assessment of the cost and estimated time for completion of construction for each of the City Improvements. The City may not rely on any cost estimates and estimated construction time that may have been provided to the City as of the date of this Agreement by the Cardinals, the Authority or Hunt Construction Group, Inc., the General Contractor for the Facility (the "Design/Builder"), or any employee, consultant or representative of any of the foregoing. The Cardinals and the Authority hereby disclaim any representation or warranty concerning the accuracy of any cost estimates and estimated construction time provided to the City as of the date of this Agreement, if any.

1.5 The City's Obligations with Respect to Certain Facility Revenues; Taxes and Reimbursements.

(a) Parking, Ticket Surcharge and Facility User Fee. Other than applicable Taxes (defined in Section 1.5(b) below), the City will not impose, nor permit to be imposed (to the extent within the control of the City), any charges or fees on, nor be entitled to receive any revenues arising out of Events at the Facility, including any Cardinals Home Games, the Fiesta Bowl or any other Events or activities at the Facility, parking revenue (no matter where such parking is located), ticket surcharges or facility user fee or any other similar charges or fees in each case associated with Events at the Facility (including, without limitation, the Ticket Surcharge and the Facility User Fee). The City in its discretion may charge for parking on Overflow Spaces (defined in Section 4.1 below) on days there are no Events at the Facility.

(b) City Pledged Stadium Taxes. In consideration of the other promises and covenants contained in this Agreement, commencing on the issuance of the Completion Bonds and terminating on the expiration of the term of the Cardinals Use Agreement (as may be extended by the Cardinals from time to time) but in no event terminating prior to the complete repayment of the Completion Bonds (as defined in Section 3.1)), the City hereby irrevocably assigns, transfers and pledges to the Authority an amount of its Unrestricted Excise Taxes (as defined below) equal to all sales, transaction privilege, license, excise, or similar taxes imposed

by the City, which are presently at a rate of 1.2% (or 2.2% for the restaurant and bars classification), that the City is entitled to receive (collectively, "Taxes") that arise out of transactions or other business activities associated with Events within the Facility Site including Taxes on advertising, amusements, exhibits and similar activities (without regard to the location of where the tickets to Events at the Facility are sold), construction contracting and construction contractors (related to the On-site Improvements, the Pedestrian Plaza and the Facility), job printing, publishing and periodical distribution, rental, leasing and licensing of real property, parking facilities (including for the Adjacent Parking Spaces and the Overflow Spaces whenever they are used in connection with Events at the Facility), rental, leasing and licensing of tangible personal property, restaurants and bars (including concessions), retail sales, telecommunication services, transporting for hire and utilities, but excluding any Taxes arising out of any future commercial development on the Parking Area Land (collectively, all of the foregoing Taxes are referred to in this Agreement as the "City Pledged Stadium Taxes").

(i) Pledge and Payment of City Pledged Stadium Taxes. The City's pledge of the City Pledged Stadium Taxes that is for the payment of its obligations hereunder is made on a subordinate basis to the lien on Unrestricted Excise Taxes under the Senior Agreements related to the Senior Bonds, but on a parity basis with the lien on Unrestricted Excise Taxes under the Subordinated Agreements related to the Subordinate Bonds. The City understands and acknowledges that the City Pledged Stadium Taxes will be assigned, transferred and pledged by the Authority to secure the Completion Bonds and other senior bonds of the Authority. The City will pay or cause to be paid to the Authority an amount equal to the City Pledged Stadium Taxes no less than monthly.

(ii) Certain Defined Terms. For purposes of this Section 1.5, the following terms have the following meanings:

(1) "Senior Agreements" means the Series 1999 Lease Agreement related to the 1999 Bonds, the Fourth Supplemental Agreement related to the 2003A/B Bonds, Sixth Supplemental Agreement related to the 2004A Bonds and any other bonds or obligations subsequent thereto with a parity pledge therewith as to Unrestricted Excise Taxes.

(2) "Senior Bonds" means the 1999 Bonds, the 2003A/B Bonds, the 2004A Bonds and any other bonds or obligations secured by a parity pledge therewith issued subsequent thereto as to Unrestricted Excise Taxes.

(3) "Subordinate Agreements" means the Third Supplemental Agreement and the Fifth Supplemental Agreement related to the 2002B Bonds and 2003D Bonds, respectively, and any other agreements subsequent thereto with a parity pledge therewith as to Unrestricted Excise Taxes, which pledge is subordinate to the pledge under the Senior Agreements.

(4) "Subordinate Bonds" means the 2002B Bonds and the 2003D Bonds and any other bonds or obligations secured by a parity pledge therewith issued subsequent thereto as to Unrestricted Excise Taxes, which pledge is subordinate to the pledge for the Senior Bonds.

(5) “Restricted Excise Taxes” means such taxes collected now or hereafter that have been approved at a general election within the City and that are restricted to certain uses, such as the existing City tax of 0.1% dedicated to public safety and 0.5% dedicated for transportation.

(6) “Unrestricted Excise Taxes” means all excise taxes received by the City, including the City’s sales, transaction or privilege taxes and other excise and franchise taxes but excluding Restricted Excise Taxes.

(iii) Additional Covenants of the City. Immediately upon issuance of the Completion Bonds, the City shall pay the City Pledged Stadium Taxes to the Authority. The City hereby will not revoke, attempt to revoke or argue the invalidity the assignment, transfer or pledge by the City of the City Pledged Stadium Taxes. The City covenants and agrees it will not further encumber the City Pledged Stadium Taxes pledged hereunder on a basis equal to this subordinate lien pledged. The City may issue additional obligations under, and subject to the limitations of, the Senior Agreements and Subordinate Agreements. So long as the Completion Bonds are outstanding, the City, on behalf of itself and any Municipal Property Corporation of the City, covenants and agrees that it will not amend any provisions of the Senior Agreements or the Subordinate Agreements describing the issuance of additional obligations of the City without the prior written consent of the Authority. The City will not limit, alter or impair the right of the Authority to receive the City Pledged Stadium Taxes, provided that the City may pledge City Pledged Stadium Taxes consistent with the requirements of the Existing Bonds and obligations on parity therewith.

(iv) Limitation on City’s Obligations. Notwithstanding any other obligation of the City set forth in this Agreement, the City’s sole responsibility with respect to the payment of the Completion Bonds shall be the pledge of and payment to the Authority of the City Pledged Stadium Excise Taxes.

(v) Right to Audit. The City shall keep full and accurate accounting records relating to the City Pledged Stadium Taxes in accordance with generally accepted United States accounting principles and shall maintain an adequate system of bookkeeping adequate for its operations hereunder. The City shall give the Authority’s authorized representatives access to such books and records during reasonable business hours and upon reasonable advance notice. At the same time as the City releases its annual audit following each fiscal year, the City shall, at the sole cost and expense of the City, provide to the Authority an annual statement of the collections by the City of City Pledged Stadium Taxes for the preceding fiscal year (the “Collection Statement”), prepared in accordance with generally accepted United States accounting principles and accompanied by an independent auditor’s report of a independent certified public accountant. The audit shall contain an opinion expressed by the independent auditor of the accuracy of the Collection Statement, the financial records kept by the City and of amounts paid to the Authority or to the Trustee for the Completion Bond for the City Pledged Stadium Taxes. The Authority shall have the right at any time, and from time to time, at the sole cost and expense of the Authority, to cause independent auditors to audit the books of the City relating to City Pledged Stadium Taxes. If any such audit demonstrates that the amount paid by the City to the Authority or the Trustee for the Completion Bond is less than or more than the amount of the City Pledged Stadium Taxes collected by the City during the prior fiscal year, then

the City or the Authority, as the case may be, shall either pay or refund the amount of such overage or underage. If the audit demonstrates that the amount of the overage or underage more than five percent (5%), then the City shall pay to the Authority the reasonable cost of such audit.

(vi) Authority Statement. At the same time as the Authority releases its annual audit following each fiscal year, the Authority shall, at the sole cost and expense of the Authority, provide to the City and the Cardinals an annual statement of the collections of ticket surcharges, facility user fees, if any, and City Pledged Stadium Taxes, the amount of payments of principal and interest under the Completion Bonds and the sums reimbursed to the Cardinals and the Authority pursuant to Section 3.4 of this Agreement, all for the preceding fiscal year (the "Use of Pledged Revenue Statement"), prepared in accordance with generally accepted United States accounting principles and accompanied by an independent auditor's report of a independent certified public accountant. The audit shall contain an opinion expressed by the independent auditor of the accuracy of the Use of Pledged Revenue Statement.

1.6 City Reimbursement of the Cardinals. The City will not be obligated to reimburse the Cardinals the amount of \$2,900,000 as provided in Section 15 of the Cardinals Development Agreement. Unless the Authority is able to include the \$2,900,000 in the amount of the Completion Bonds, then the Cardinals shall be reimbursed the \$2,900,000 (with interest at 8% from the dates of the installments to have been paid by the City pursuant to Section 15 of the Cardinals Development Agreement) out of excess revenues after repayment of bonds in the same priority as pursuant to Section 19, as further described in Section 15, of the Cardinals Development Agreement or by some other arrangement agreed to by the Authority and the Cardinals.

1.7 93rd Avenue Alignment. When, in its sole discretion, the City elects to construct 93rd Avenue between Maryland Avenue and Bethany Home Road, the construction shall be follow a route at least 300 feet to the west of and paralleling the eastern boundary of the Facility Site, the exact location to be determined by the City, the Cardinals and the Authority.

2. ON-SITE IMPROVEMENTS (PARKING, PEDESTRIAN PLAZA AND UTILITY INFRASTRUCTURE IMPROVEMENTS)

2.1 On-site Improvements. The Cardinals and the Authority will enter into an agreement (or amendment to existing agreements, as appropriate) to provide for the payment, management, construction and installation, or provide for the payment, management, construction and installation, of the following improvements located on the Facility Site, including permitting and inspection fees, cost overruns and land acquisition where needed: (i) water system, (ii) sanitary sewer system, (iii) sanitary sewer odor control, (iv) storm sewer, (v) electrical service, (vi) natural gas service, (vii) stadium access drive, (viii) parking and site development, (ix) Pedestrian Plaza, and (x) Maryland Avenue from 91st Avenue to 95th Avenue, all as more particularly described on Exhibit "D" hereto (the "On-site Improvements"). Following the completion of construction of the On-site Improvements, the Authority and/or Cardinals will dedicate to the City the On-site Improvements set forth on Schedule 2.1 hereto, and the City will accept such dedication. The Authority and the Cardinals may agree to alter the scope of any individual On-site Improvements that will not to be dedicated to the City. The

anticipated funding source for the On-Site Improvements is described on the Schedule of Sources and Uses.

2.2 Schedule for Installation of On-site Improvements. All of the On-site Improvements are to be completed in accordance with a schedule to be agreed upon between the Authority, the Cardinals and the Design/Builder.

2.3 Contribution by the Cardinals. The Cardinals will contribute the sums required to be contributed by the Cardinals by Sections 15 and 16 of the Cardinals Development Agreement, which are \$4,200,000 and, unless the Authority is able to increase the proceeds of the Completion Bonds by this amount, \$2,900,000 and, provided that the Fiesta Bowl does not make the contribution as provided in Section 16 of the Cardinals Development Agreement, \$3,000,000. The foregoing sums shall be allocated for use as described on the Schedule of Sources and Uses.

2.4 Adjustment to the Cardinals Contribution to the Facility Construction. The Authority and the Cardinals agree that the Cardinals' contribution to the construction of the Facility will be reduced dollar for dollar for all sums expected to be expended by the Cardinals on the On-site Improvements (other than the existing commitments by the Cardinals to contribute the sums required pursuant to Sections 15 and 16 of the Cardinals Development Agreement) as are set forth in the attached budget identified as Exhibit "E" (the "Reduction"). Notwithstanding the foregoing sentence, in no event will the Reduction be an amount such that the Cardinals contribution to the construction of the Facility would be less than \$85,000,000. Nothing in this Section 2.4 is intended to amend any provision of the Project Management Agreement regarding the Cardinal's obligation for cost overruns associated with the construction of the Facility.

2.5 Amendment of Section 6.1.1 of the Authority Development Agreement. The last two sentences of Section 6.1.1 of the Authority Development Agreement are deleted.

2.6 Accounting For Prior Expenditures and Payments and Receipts of City Contracting Taxes. Immediately after and in no event later than thirty (30) days following the execution of this Agreement, the parties will prepare an accounting of all monies expended by each party related to the City Improvements and the On-Site Improvements and the receipt by the City for all Taxes arising out of the construction activities on the Facility Site (the "City's Contracting Taxes"). All of the City's Contracting Taxes are identified as a funding source to be allocated to the On-Site Improvements. To the extent one party has paid for any expenses or received any sums from funding sources that are identified with either the City Improvements and the On-Site Improvements that are no longer the responsibility of that party under this Agreement, the parties shall agree upon appropriate payments to each other, offsetting sums already received or paid, so that the payments and receipts are reconciled according to the terms of this Agreement, such payments to be made on the date of the issuance of the Completion Bonds. On the date of the issuance of the Completion Bonds, the City shall pay to the Authority a sum equal to the City's Contracting Taxes received prior to the date of the issuance of the Completion Bonds.

3. AUTHORITY BOND ISSUANCE

3.1 The Authority's Obligation to Issue Completion Bonds. As soon as reasonably practicable, the Authority will use its best efforts to issue additional senior bonds in an amount yielding proceeds to the Authority of no less than \$32,000,000 for the completion of the Facility (the "Completion Bonds", which term shall include any other bonds issued to refinance the original Completion Bonds to the extent the principal maturity date is not extended).

(a) Security for Completion Bonds. The Completion Bonds will be secured by all of the revenues of the Authority that are currently pledged for the repayment of the Authority's Tax Revenue Bonds Series 2003A as well as any parking revenue, the City Pledged Stadium Taxes, a charge on all tickets similar to the Ticket Surcharge and, only if necessary to achieve an investment grade rating on the Completion Bonds, a facility user fee similar to the Facility User Fee.

(b) Use of Proceeds of Completion Bonds. The proceeds of the Completion Bonds will be used by the Authority to pay for the construction and completion of the Facility and certain portions of the On-site Improvements that are owned by Authority, including the construction and completion of the Pedestrian Plaza and certain parking areas that are constructed on land deeded to the Authority for satisfaction of the obligations in Sections 2.3.4 and 2.3.5 of the Parking Agreement.

(c) Prepayment or Redemption. The Authority will have no obligation to prepay or redeem the Completion Bonds prior to their originally scheduled amortization date.

(d) Drafts of Bond Documents. The Authority agrees that it shall cause the counsel who is preparing the documents in connection with the issuance of the Completion Bonds to provide the City with the initial and final copies of the Indenture and the Preliminary Official Statement at the times provided to the Authority. The City may comment on such documents but has no approval rights over the content of such documents.

3.2 Potential Termination of this Agreement. In the event the Authority cannot issue or sell the Completion Bonds for any reason, including the inability to sell the Completion Bonds at a price that would yield sufficient proceeds to satisfy the funding obligations in Section 2.1, then the provisions of this Amendment will be null and void and the rights, obligations, duties and defenses of the Parties set forth in the Authority Development Agreement and the Cardinals Development Agreement as they existed immediately prior to the execution of this Agreement will remain in place. As of the execution of this Agreement, the Authority is not aware of any reason why such bonds cannot be issued.

3.3 Community Facilities District. The parties recognize that the City of Glendale, Arizona, Community Facilities District Number One currently located on the Facility Site (the "District") was formed for the sole purpose of providing financing for the On-site Improvements. Given that the parties anticipate that the Completion Bonds will facilitate the payment for the on site improvements, all in accordance with the terms of this Agreement, then the District will serve no purpose, role or function after the sale of the Completion Bonds. Therefore, within thirty (30) days following the execution of this Agreement but no later than the sale of the

Completion Bonds, the City will cause a meeting of the District to be called for the purpose of approving a resolution calling for the dissolution of the District, such dissolution to be conditioned only upon and to take effect immediately following the sale of the Completion Bonds by the Authority. In addition, after the sale of the Completion Bonds by the Authority, the City shall take all other steps necessary, if any, in accordance with A.R.S. § 48-724 for the dissolution of the District.

3.4 Distributions of Revenues; Facility Capital Improvements, Renovation, Operation, Repairs and Maintenance. After such time as there are no Completion Bonds outstanding and the Cardinals have received the reimbursement provided in the Cardinals Development Agreement (as modified herein by Section 1.6) and, if not included in the proceeds of the Completion Bonds, the Authority has been reimbursed the contribution of \$1,700,000 (with interest at 8%) toward the Pedestrian Plaza, the City and the Authority shall share equally all Ticket Surcharges and excess City Pledged Stadium Taxes that were to accrue solely to the benefit of Glendale under the Cardinals Development Agreement. For example, the City shall be entitled to receive: 50% of the Ticket Surcharges collected on all tickets sold above 42,000 for any Event at the Facility; 50% of the City Pledged Stadium Taxes allocated to be received by the City; and 50% of any sums allocated to the City that are remaining in the Facility renovation fund at the time of the termination of the Authority Development Agreement. If at any time the Authority receives revenues in excess of the amount needed to pay debt service and to reimburse the Cardinals and the Authority as provided hereunder, then Authority shall use the City Pledged Stadium Taxes solely for capital improvements, renovation, operation, repairs and maintenance of the Facility. At any time there are Completion Bonds outstanding, the Authority shall be entitled to retain all revenues remaining after payment of debt service and the reimbursement of the Cardinals and the Authority provided hereunder. Except as specifically set forth herein, the City will not share in the distribution of any of the City Pledged Stadium Taxes or any parking revenue, ticket surcharges or facility user fees charged or imposed by the Authority and/or the Cardinals, including any revenues arising from the City Pledged Stadium Taxes, parking revenue, ticket surcharges or facility user fees remaining after payment of debt service and complete reimbursement of the Cardinals and the Authority prior to the complete payment of the Completion Bonds.

3.5 Cooperation by the City in Connection with the Completion Bonds. The City will use its best efforts to comply with reasonable conditions and requirements imposed by the Authority's underwriters, trustees, bond counsel, bond rating agencies and bond insurers in connection with the Authority's issuance(s) of Completion Bonds. Except as specifically set forth in this Agreement, the City will not be required to pay any costs associated with the Completion Bonds, be a party to same, nor assume any liability or issue any guarantee or indemnity in connection with the same. The City agrees to provide any reasonably requested factual certificates or opinions of counsel with respect to customary matters in conjunction with the making of this Agreement, the Authority Development Agreement and the Cardinals Development Agreement as reasonably requested by such underwriters, bond counsel and bond insurers. The Parties agree to amend this Agreement and any related agreements to the extent reasonably requested by such underwriters, bond counsel and bond insurers.

3.6 Preliminary Official Statement or Official Statement; Representations of the City. The City hereby recognizes that in the sale of the Completion Bonds the City will have

participated in the Preliminary Official Statement and the Official Statement describing the Completion Bonds and the security for the payment thereof and containing certain information about the City that has been furnished to the Authority by the City. Recognizing that the Authority and its officers, directors, agents and employees have no practicable independent means of verifying such information, the City hereby represents and warrants to the Authority that all material contained in the Preliminary Official Statement or Official Statement with respect to the Completion Bonds, insofar as it relates to the City and the sources of funds or as it otherwise describes the security for the Completion Bonds and the rights of the holders with respect thereto (provided that the City has no responsibility for any projections that are not prepared by the City), is accurate, contains no material misrepresentation of fact and does not omit any statement of fact which, in the light of the circumstances under which said Preliminary Official Statement or Official Statement is issued, would be misleading. The City also represents and warrants to the Authority that:

(a) Due Organization and Authority. The City is duly organized and validly existing as a political subdivision under the laws of the State of Arizona (the "State") with powers specifically required for the purposes of this Agreement, and has full legal right, power and authority to enter into, execute and deliver this Agreement, to carry out and consummate the transactions contemplated by this Agreement and to collect, receive, pledge, transfer and assign the City Pledged Stadium Taxes;

(b) Authorization. By all necessary official action of the City prior to or concurrently with the execution of this Agreement, the City has duly authorized all necessary action to be taken by it for the approval, execution and delivery of, and the performance by the City of the obligations on its part contained in this Agreement and any and all such other agreements and documents as may be required to be executed, delivered or received by the City in order to carry out, give effect to, and consummate the transactions contemplated herein;

(c) Binding Agreement. This Agreement constitutes legal, valid and binding obligations of the City, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights;

(d) No Defaults. The City is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the City, the State of Arizona or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the City is a party or to which the City is or any of its property or assets are otherwise subject, which breach or default would have a material adverse effect upon the City's performance of its duties under this Agreement or with respect to the Completion Bonds, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute such a default or event of default by the City under any of the foregoing;

(e) No Conflicts; Compliance. The execution and delivery of this Agreement and compliance with the provisions on the City's part contained herein, will not in any material respect conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution,

agreement or other instrument to which the City is a party or to which the City is or to which any of its property or assets are otherwise subject nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the City, or the City Pledged Stadium Taxes or under the terms of any such law, regulation or instrument, except as provided by the Completion Bonds;

(f) Consents and Authorizations. All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of its obligations under this Agreement or with respect to the City Pledged Stadium Taxes have been duly obtained;

(g) No Legal Proceedings. There is no suit or action pending, or, to the City's knowledge overtly threatened, before or by any court or governmental body seeking to restrain or prohibit, or seeking damages or other relief in connection with, the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

Each of the foregoing representations and warranties of the City shall be true and correct as of the date of this Agreement and upon the delivery of the Preliminary Official Statement or Official Statement for the Completion Bonds, as though made on and as of each such date.

3.7 Indemnification. For purposes of this Section 3.7, "Indemnified Party" or "Indemnified Parties" means the underwriter and trustee for the Completion Bonds, any party to this Agreement and each of their respective directors, trustees, officers, elected officials, independent contractors or employees thereof and each person, if any, who controls such person within the meaning of the Securities Act of 1933, as amended. Each party hereto will indemnify and hold harmless (the "Indemnifying Party") the Indemnified Parties against any losses, claims, damages or liabilities to which the Indemnified Parties may become subject, under federal securities laws, or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereto) arise out of or are based upon an untrue statement or alleged untrue statement of a material fact provided by the Indemnifying Party or any elected official, officer, director, agent or employee of the Indemnifying Party for inclusion in the Preliminary Official Statement or Official Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and will reimburse the Indemnified Parties for any legal or other expenses reasonably incurred by the Indemnified Parties in connection with investigating or defending any such action or claim.

(a) Notice of Claim for Indemnification. Promptly after receipt by a Indemnified Party of notice of the commencement of any action, such Indemnified Party shall, if a claim in respect thereof is to be made against the Indemnifying Party, notify the Indemnifying Party in writing of the commencement thereof; but the omission so to notify the Indemnifying Party shall not relieve it from any liability which it may have to any Indemnified Party otherwise than under such subsection. In case any such action shall be brought against any Indemnified Party and it shall notify the Indemnifying Party of the commencement thereof, the Indemnifying

Party shall be entitled to participate therein and to assume the defense thereof, with counsel satisfactory to such Indemnified Party (who shall not, except with the consent of the Indemnified Party, be counsel to the Indemnifying Party or shall otherwise have an actual or potential conflict in such representation), and, after notice from the Indemnifying Party to such Indemnified Party of its election so to assume the defense thereof, the Indemnifying Party shall not be liable to such Indemnified Party under such subsection for any legal expenses or other counsel or any other expenses, in each case subsequently incurred by such Indemnified Party, in connection with the defense thereof other than reasonable costs of investigation. No Indemnified Party's right to indemnification hereunder will be affected by the acts or omissions of any other party entitled to such indemnification.

(b) Survival of Indemnity. The obligations of the parties under this Section 3.7 will survive the execution and delivery of this Agreement, the resignation or removal of the trustee under the Indenture for the Completion Bonds and the payment of the Completion Bonds and discharge of the Indenture.

4. PARKING

4.1 Overflow Spaces. Except as provided in Section 4.1(b) below, the City will provide 6,000 free parking spaces within a one-mile radius of the Facility Site (the "Overflow Spaces") and provide free shuttle service from the Overflow Spaces to the Facility (unless these spaces are located within a one-half mile radius of the Facility Site and the Authority and the Cardinals have approved the means of pedestrian access between such Overflow Spaces and the Facility). The Parties acknowledge that the Overflow Spaces are described as the Off-site Parking Spaces that are not the Coyote Arena Spaces in the Authority Development Agreement.

(a) Level of Improvement. The Overflow Spaces will be fully improved parking spaces, paved in a manner typical of commercial grade parking or turf parking and will be provided with reasonable lighting, landscaping and other reasonable accommodations.

(b) Youth Sports Fields. If at least 1,500 of the Overflow Spaces are located within a one-half mile radius of the Facility Site on the parcel that is between the eastern boundary of the Facility Site and 91st Avenue and that is contiguous with the Facility Site, and if such 1,500 parking spaces are improved as turf parking spaces, then the number of Overflow Spaces shall be reduced to 5,000 and the Authority will provide no more than 2/3 of the costs of the construction of the youth and amateur recreation fields (the "Sports Fields") up to a maximum of \$1,000,000 and the City will pay for the balance of the costs of the construction of the Sport Fields, all in accordance with the Authority's statutory and other normal requirements associated with funding of youth and amateur projects. The Authority shall have the right to approve the plans and specifications for the Sports Fields, and as a condition of such approval the Authority will obtain the approval of the Cardinals, which shall not be unreasonably withheld, that the design and plan of the Sports Fields will coordinate with the overall design and plan of the Facility Site. The City and the Authority shall record a covenant to use the Sport Fields for parking as necessary for Events at the Facility. There shall be no advertising permitted on the Sports Fields at any time (except for temporary advertising displayed during events held on the Sports Fields, which advertising, other than temporary advertising for youth sports team sponsors, cannot conflict with Cardinals' sponsors and must be approved in advance by the

Cardinals, which approval cannot be unreasonably withheld) and no food and beverage concessions shall be sold on the Sports Fields when the Sports Fields are being used for parking during Events at the Facility. When the Sports Fields are not being used for parking for Events at the Facility, the City may use the Sports Fields for any other purpose.

(c) Time for Commitment on Location. The City will identify property currently owned by the City or obtain a binding written commitment for the purchase or lease of the land (with the term of the lease to be no less than fifteen (15) years with an option to extend for a term of no less than fifteen (15) years) upon which the City proposes to locate the Overflow Spaces (which may be subject to approval by the City Council) no later than October 31, 2004. In the event the City leases the land for the Overflow Spaces and such lease is terminated or expires prior to the expiration or termination of the Authority Development Agreement, then the City, at the City's sole cost and expense, will replace the Overflow Spaces with comparable parking spaces in a location reasonably approved (taking into account then existing patterns of pedestrian traffic across the Facility Site) by the Authority and the Cardinals.

(d) Availability of Overflow Spaces. The City will make the Overflow Spaces available for all Cardinals Home Games, any Event at the Facility that is expected to have an attendance in excess of 40,000, and any other Event which, in the reasonable opinion of the Authority, requires the use of the Overflow Spaces, in which case the Authority will provide the City at least ninety (90) days prior notice of such use.

4.2 Coyotes Arena Spaces.

(a) Conflicts with Events at the Coyotes Arena. If a scheduled event at the Coyotes Arena creates a conflict with the use of the Coyotes Arena Spaces, the City is responsible for providing 6,000 replacement spaces ("Replacement Spaces"). The Replacement Spaces will be located within a one-mile radius of the Facility Site and the City will provide free shuttle service from the Replacement Spaces to the Facility (unless these Replacement Spaces are located within a one-half mile radius of the Facility Site and the Authority and the Cardinals have approved the means of pedestrian access between such Replacement Spaces and the Facility). Any such replacement spaces will be paved, aggregate base course, decomposed granite or turf, with adequate lighting.

(b) Time for Confirmation. By October 15, 2004, the City will confirm in writing that the Coyote Arena Spaces will be an identified subset of the total parking supply at Westgate and when required to be made available will be made available exclusively to ticket holders during Events at the Facility and that the Authority and/or the Cardinals will be allowed to place temporary signage at Westgate directing such ticket holders to the designated parking. The City will notify the Cardinals and the Authority not less than ninety (90) days prior to the first Cardinals Home Game of each NFL Season where the Coyote Arena Spaces will be located for that season and, provided that the City has received notice from the Authority or the Cardinals at least 90 days before such Event, the City will notify the Authority not less than sixty (60) days prior to any other Event with anticipated attendance of more than 30,000 persons where the Coyote Arena Spaces for such event will be located.

5. PERMITTING ASSOCIATED WITH THE DEVELOPMENT OF THE FACILITY. The City will process permits submitted by the Authority or its Design/Builder in connection with the construction and development of the Facility, all in accordance with the City's standard permitting process and, if requested by the Authority or the Design/Builder, on an expedited basis. All permits, including those processed prior to the date of this Agreement, shall be processed by the City at the City's normal rate without premium but including the cost of overtime and inspections. The City shall provide a sufficient number of inspectors to conduct the inspections, including overtime inspections (on week nights and weekends), when requested by the Design/Builder. If possible, the City agrees to stagger the work hours and workdays of the inspectors dedicated to processing permits for the construction associated with the Facility so as to minimize the need for overtime inspections. If as a direct result of the City's failure to provide the permitting services as required by this Section 5, the Cardinals or the Authority are responsible to the Design/Builder or any of its subcontractors for cost overruns, then the Cardinals or the Authority may setoff such amount from the Additional Permit Fees (as defined below). If the City fails to provide any of the foregoing services in connection with the permits for the Facility and the Cardinals are responsible to the Design/Builder for a cost overrun claim directly related to that failure of the City, then the Cardinals may, in their discretion, assert a claim against the City for those cost overruns and may setoff such amount from the Additional Permit Fees (as defined below). The Authority shall reimburse the City for the costs of such permitting up to a maximum amount of \$1,195,785, which includes all costs and expenses for permitting of the Facility, including inspections, plan check fees, premiums for phased and expedited permits, overtime, and certificates of occupancy ("Permit Fees"). The Authority and the Cardinals will reimburse the City an amount of up to \$500,000 for Permit Fees (the "Additional Permit Fees") upon satisfaction of the following conditions: (i) the certificate of occupancy for the Facility has been issued by the City; and (ii) the City has provided the expedited and overtime permitting that has been requested from time to time. The City shall bear any and all additional costs and expenses associated with Permit Fees for the Facility without further requests for reimbursement from the Authority, the Cardinals or the Design/Builder.

6. AMENDMENT OF CERTAIN AGREEMENTS. This Agreement amends any conflicting provision contained in the Authority Development Agreement, the Cardinals Development Agreement, the Parking Agreement and the Project Management Agreement. To the extent that any provisions of the Authority Development Agreement, the Cardinals Development Agreement, the Parking Agreement, the Project Management Agreement or any other agreement involving one or more of the Parties do not conflict with the terms of this Agreement, then those provisions will remain in full force and effect.

7. NO PERSONAL LIABILITY. No City Council member, Authority Board of Directors member, elected or appointed official, officer, staff member, agent, committee member, volunteer or employee of the City or the Authority or director, officer or shareholder of the Cardinals will be personally liable to any Party or their respective successors and assignees, nor to any other party (i) in the event of any Default or breach by their respective entity, (ii) for any amount which may become due to the other party or its successors or assigns or to any third party, or (iii) pursuant to any obligation of the City, the Authority or the Cardinals under the terms of this Agreement.

8. GENERAL PROVISIONS

8.1 Cooperation. The Parties hereby acknowledge and agree that they will cooperate in good faith with each other and use commercially reasonable efforts to pursue the obligations imposed by this Agreement.

8.2 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Arizona. This Agreement has been made and entered into in Maricopa County, Arizona.

8.3 Successors and Assigns; Third-Party Beneficiaries. The obligations set forth herein will be binding upon the Parties and their successors and assigns, and will inure to the benefit of the Parties, and their authorized successors and authorized assigns. Except for the Parties and the Indemnified Parties identified in Section 3.7, no other person or entity will be entitled to rely hereon or enforce any provision of this Agreement against any Party hereto, whether as a Third Party beneficiary or otherwise, it being specifically intended that there will be no third-party beneficiaries hereto or any Third Party reliance hereon.

8.4 Incorporation of Exhibits and Recitals. All Exhibits attached hereto are incorporated herein by this reference as though fully set forth herein, unless specifically stated otherwise. The Parties acknowledge and agree that all of the "Recitals" at the beginning of this Agreement are true and correct and are incorporated herein as binding agreements and obligations of this Agreement by this reference.

8.5 Entire Agreement; Amendments. Subject to the provisions of Section 6 of this Agreement, this Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and except as otherwise specified herein, all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are superseded hereby and merged herein. No subsequent novation, renewal, addition, deletion, or other amendment hereto will have any force or effect unless embodied in a written amendment or other agreement properly executed by the Parties. Notwithstanding the foregoing two sentences, the Authority and the Cardinals may amend provisions of this Agreement that impact only the Authority and Cardinals if such provisions apply and impact only the Authority and the Cardinals, provided, that the Authority and the Cardinals will provide the City with a copy of the amendment as soon as practicable after its execution.

8.6 Recordation of Agreement and Amendments. This Agreement will be recorded in the Official Records of Maricopa County, Arizona, within ten (10) calendar days after its approval and execution by the City and the Authority. Any amendment of this Agreement must be in writing, signed by the Parties and recorded in the Official Records of Maricopa County, Arizona.

8.7 Time of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

8.8 Approval or Ratification of Authority's Board of Directors. Notwithstanding the execution and delivery of this Agreement by the Authority, this Agreement will not be a valid

and binding obligation of the Authority until it is approved or ratified by the Authority's Board of Directors at a duly noticed and called public meeting.

8.9 Section 38-511. Notice is hereby given of the applicability of A.R.S. § 38-511.

SIGNATURES COMMENCE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor, and its seal to be hereunto duly affixed and attested to by the City Clerk and the Authority has caused this Agreement to be duly executed, all to be effective as of the day and year first above written.

ATTEST:

“CITY”

City Clerk

CITY OF GLENDALE
an Arizona municipal corporation

IN ACCORDANCE WITH A.R.S. § 11-952.D,
APPROVED AS TO FORM:



City Attorney

By Pam Kawanough
Pam Kawanough, City Manager
A.S.T.

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

ATTEST:


City Clerk

On this 14th day of November, 2004, before me, the undersigned officer, personally appeared Pam Kawanough, the City Manager of the City of Glendale, an Arizona municipal corporation, and he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

K. Morales

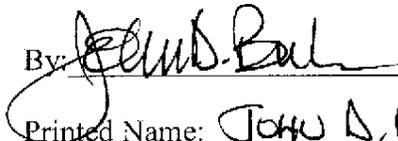
Notary Public

NOTARY SEAL:

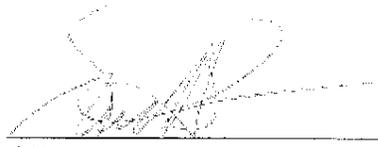


"AUTHORITY"

TOURISM AND SPORTS AUTHORITY, an
Arizona corporate and political body D/B/A
ARIZONA SPORTS AND TOURISM
AUTHORITY

By: 
Printed Name: JOHN D. BENTON
Title: CHAIRMAN

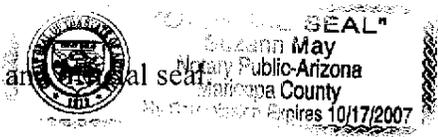
IN ACCORDANCE WITH A.R.S. § 11-952.D,
APPROVED AS TO FORM:


Attorney

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this 12 day of May, 2004^{5th}, before me, the undersigned officer, personally appeared John D. Benton the Chairman of TOURISM AND SPORTS AUTHORITY, an Arizona corporate and political body, D/B/A ARIZONA SPORTS AND TOURISM AUTHORITY, and he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.




Notary Public

NOTARY SEAL:

"CARDINALS"

B&B HOLDINGS, INC.
an Arizona corporation d/b/a Arizona Cardinals

By: *Michael J. Bidwill*

Printed Name: Michael J. Bidwill

Title: vice President & General Counsel

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this 11 day of May, 200~~4~~⁰⁵, before me, the undersigned officer, personally appeared Michael J. Bidwill the vice President/General Counsel of B&B HOLDINGS, INC., an Arizona corporation D/B/A ARIZONA CARDINALS, and he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Ann Elizabeth Keenoy
Notary Public

NOTARY SEAL:



EXHIBIT "A"

City's Improvements

DESCRIPTION					
City of Glendale Scope - Managed by City of Glendale					
ADDITIONAL RIGHT OF WAY					
NEW ROW FOR BHR ALIGNMENT NIC ADOT OWNED NEW ROW FOR MARYLAND AVE WEST OF LOOP 101 ADD'L ROW-TC DEV ON MARYLAND FOR OVERPASS ADD'L ROW FOR 91ST AVE DUAL TURN LANES MARYLAND AVE ROW ADJACENT TO PENDERGAST					
91st AVENUE RIGHT TURN LANES					
EXCAVATION & BASE PREP 4" AC PAVEMENT ON 12" BASE CURB & GUTTER SIDEWALK CATCH BASIN & DRAINAGE ALLOWANCE CURB & GUTTER REMOVAL CATCH BASIN REMOVAL Traffic Signals @ Stadium Dr & Bethany Home Road Contingency Design Fees Permits, Testing & Inspection					
TRAFFIC SIGNALS, LED SIGNAGE					
BRIDGE STRUCTURES LANE CONTROL SIGNS MESSAGE BOARDS FIBER OPTIC COMMUNICATIONS PORTABLE COMMUNICATIONS TRAILERS					

DESCRIPTION					
BETHANY HOME - 91ST TO 99TH AVE					
EXCAVATION & BASE PREP 4" AC PAVEMENT ON 12" BASE CURB & GUTTER SIDEWALK LANDSCAPING IRRIGATION DITCH FOR TAILWATER STREET STRIPING STREET LIGHTS 20" MAIN 91RD AVE TO 95ST AVE 16" MAIN 95TH AVE TO 99TH AVE FIRE HYDRANTS 91ST TO 99TH @ 300' = 18 20" VALVES @ 500' = 7 16" VALVES @ 500' = 5 Entrance Berm & Retaining Wall & Stone Entrance Monument Power & Lighting Haul fill material Traffic Signals @ 95th Ave & 99th Ave SRP IRRIGATION ALLOWANCE Contingency Design Fees Permits, Testing & Inspection					
ADOT - MARYLAND OVERPASS - 95TH TO 99TH AVENUE					
EXCAVATION & BASE PREP 4" AC PAVEMENT ON 12" BASE CURB & GUTTER SIDEWALK LANDSCAPING STREET STRIPING STREET LIGHTS Traffic Signal @ 99th Ave DCR APPROVAL COSTS FOR OVERPASS HAUL FILL MATERIAL COMPACT FILL					

DESCRIPTION					
CONCRETE BARRIER GUARDRAIL END SECTION DRAINAGE ALLOWANCE BRIDGE SPAN BOX CULVERT RETAINING WALLS ALLOWANCE TRAFFIC CONTROL ALLOWANCE CONTRACTOR MOBILIZATION/DEMOBILIZATION Contingency Design Fees Permits, Testing & Inspection					
ADOT - BETHANY HOME/LOOP 101 INTERCHANGE					
PAVEMENT (AB+PCCP) CONCRETE BARRIER, CURB, GUTTER & SIDEWALK RETAINING WALLS ABUTMENT WALL GUARDRAIL TERMINAL & CONCRETE BARRIER EARTHWORK DRAINAGE IRRIGATION DEMOLITION (REMOVALS) SIGNING/STRIPING MAINTENANCE OF TRAFFIC LIGHTING TRAFFIC SIGNALS FREEWAY MANAGEMENT SYSTEM UNIDENTIFIED ITEMS Contingency Design Fees Permits, Testing & Inspection					

EXHIBIT "B"

Schedule of Sources and Uses

Funding for Support Infrastructure, Parking and Plaza

Sources and Uses

Component	Party Managing Work			Source of Funding					TOTALS
	AZSTA/Team	Glendale	AZSTA Bonds	AZ Cardinals	Fiesta Bowl	City CIP	City Sales Tax Recapture	ADOT	
Water System	\$ 466,176			\$ 466,176					\$ 466,176
Sanitary Sewer	134,700			134,700					134,700
Storm Sewer	2,889,500			2,889,500					2,889,500
Odor control Station	76,440			76,440					76,440
Gas & Electric	328,818			328,818					328,818
Stadium Access Drive	206,969			206,969					206,969
Maryland Ave--91st to 95th Ave.	262,133			262,133					262,133
Maryland Ave--91st to 95th Ave.	178,836			178,836					178,836
Parking and Site Development	11,776,782		2,313,325	3,689,145	2,537,312		3,237,000		11,776,782
Pedestrian Plaza	6,926,725		6,926,725	-					6,926,725
General Requirements	11,642,253		4,627,463	7,014,790					11,642,253
Sanitary Upgrade	111,891			111,891					111,891
SRP Contr. In Aid of Construction (CIAC)	579,415			579,415					579,415
Natural Gas Service	44,025		44,025	-					44,025
Temporary Electric Service	220,685		220,685	-					220,685
Design Planning	1,000,000		397,471	602,529					1,000,000
AZSTA Owner Contingency	1,500,000		1,500,000	-					1,500,000
Subtotal--AZSTA & AZ Cardinals	\$ 38,345,348		\$ 16,609,110	\$ 15,961,926	\$ 2,537,312		\$ 3,237,000		\$ 38,345,348
Right-of-Way Acquisition		\$ 4,184,770		\$ 2,622,156	\$ 288,867	\$ 1,273,747			\$ 4,184,770
91st Ave. Right Turn Lanes		488,284				488,284			488,284
95th Ave. Maryland to BHR, incl. Bridge	\$ 3,640,135					3,640,135			3,640,135
Bethany Home Rd., 91st to 99th Ave., including water main		3,018,124		2,077,844	173,821	766,459			3,018,124
Maryland Ave. Overpass--95th to 99th Ave.		4,857,552				520,572		4,336,980	4,857,552
Bethany Home Rd. Interchange @Loop 101		4,207,780				450,938		3,756,842	4,207,780
Park & Ride Lot		600,000						600,000	600,000
Subtotal--City of Glendale and ADOT	\$ 3,640,135	\$ 17,356,510	\$ -	\$ 4,700,000	\$ 462,688	\$ 7,140,135	\$ -	\$ 8,693,822	\$ 20,996,645
GRAND TOTAL	\$ 41,985,483	\$ 17,356,510	\$ 16,609,110	\$ 20,661,926	\$ 3,000,000	\$ 7,140,135	\$ 3,237,000	\$ 8,693,822	\$ 59,341,993

Use of AZSTA Completion Bond Proceeds:

Funding of Site Improvements on AZSTA Land	\$ 16,609,110
Offset Cardinals Capital Contribution toward Stadium by Amount of Contribution to Site Improvements Managed by AZSTA/ Cardinals shown above	16,461,926
Net AZSTA Completion Bond Proceeds	<u>\$ 33,071,036</u>

Cardinals Stadium Funding, Before and After this Agreement:

	Before	After
Cardinals	\$105,870,784	\$ 89,408,858
AZSTA	284,763,841	281,225,767
Total	<u>\$370,634,625</u>	<u>\$370,634,625</u>

EXHIBIT "C"

95th Avenue Improvements

Cardinals Stadium Site Design Design Guidelines

DRAFT 9-11-04

The purpose of this document is to provide general design guidelines for the following site improvements to be constructed as part of the Cardinals Stadium.

- 95th Avenue between Maryland and Bethany Home Road, including the bridge structures (to be designed and constructed by AZSTA / Cardinals)
- Park and Ride facility in the northwest corner of the property adjacent to the Maryland overpass @ Highway 101 (to be designed and constructed by City of Glendale)

In addition to the design guidelines below, there are two attachments with additional information:

- 95th Avenue Design Guidelines (Powerpoint file)
- 95th Avenue Bridge Concepts (.pdf file)

It must be noted that these design guidelines do not guarantee any specific final design. All design will be subject to the AZSTA / Cardinals review, constructability, and budget limitations.

1. 95th Avenue

- 1.0 General - 95th Avenue between Maryland and Bethany Home Road is the main street of the Cardinals Stadium project site and will establish the image and experience of the arrival sequence for site users and by-passers. This street's design must integrate with the Cardinals Stadium and support the function and aesthetic of the Stadium, the plaza and the Site for its use as a regional destination for sports and entertainment.
- 1.1 Pavement section - The street shall consist of three 12 foot lanes of traffic in either direction. Medians will be permitted. Sidewalks may vary based on pedestrian flow requirements.
 - 1.1.1 Bicycle lane – A separate dedicated bicycle lane is not required.
 - 1.2.1 Vertical Curb per MAG standards at all curbs except as shown for roll and ribbon curbs.
 - 1.2.2 Roll Curb shall be provided at pedestrian crossing as shown on plan where the enhanced paving "Rays" intersect with the street.
 - 1.2.3 Ribbon Curb at plaza areas as shown on plan. Bollards shall be included for security within R.O.W.
 - 1.3.1 Pavement at pedestrian rays - premium pavements materials as shown on plans shall extend into the right of way and across the pavement section. This may consist of integral colored concrete with both exposed aggregate and light sandblast finish.
 - 1.4.1 Overhead Street Light - Thylia by Schreder group, lamp type TBD.
 - 1.4.2 Pedestrian light: Thylia by Scheder Group, lamp type TBD.
 - 1.5.1 All regulatory signage should be displayed on structures compatible with the environmental graphics standards developed by Pentagram for the site.

- 1.5.2 Banner graphics for special events will be displayed in the public right of way on street and pedestrian light standards.
- 1.5.3 Way finding & directional signage will be incorporated in the public-right-of-way.
- 1.6 Signalization - Pedestrian activated street crossing signal as indicated on plan. Traffic Signal Arms shall be consistent with project identity and street lights.
- 1.7 Street Tree Selection - The street trees of 95th Avenue shall be compatible with the overall theme of the site. The street tree recommendations herein are on the approved AMWA list and considered drought tolerant species, although there is still the possible use of species not approved on the AMWA list.
 - 1.7.1 Major Street Tree - either side of pavement section - Pistache chinensis 'Red Push' or equal, 48" box @ 30 feet on center as indicated on plan.
 - 1.7.2 Median Street Tree - located in center median of street - Quercus Virginiana 'Heritage', Heritage Live Oak: 54" box @ 30' o.c.
 - 1.7.3 Planting consideration – use structured soil or other root aeration enhancement to assure healthy tree growth in pavement applications.
 - 1.7.4 Tree Grates - Use tree gates in plaza areas of R.O.W. as indicated on plans.
 - 1.7.5 Tree Guards - Use tree guards in plaza areas of R.O.W. as indicated on plans.
 - 1.7.6 Tree lights - Use lights sufficient to illuminate the street tree canopies. Two up-lights per tree have been considered at this time. If low voltage lights are used, they must be strong enough to illuminate tree canopies and all transformers will require appropriate concealment.
- 1.8.1 Separate irrigation systems sufficient to support the street trees and the landscape.
- 1.8.2 All back flow devices and related appurtenances shall be placed in locations that do not interfere with pedestrian movement and shall be placed in compatible, locked cages and concealed from view.
- 1.9 Operating Practices – Significant portions of 95th Avenue will be closed during major events. The areas closed to traffic shall be used for bus and large vehicle staging, pedestrian activities, and special event areas that will accommodate tents and other fan experience uses. Some areas of the Public Right of Way that will be closed to traffic may be used to serve food and beverage, including alcohol in event tent areas.

2. 95th Avenue Bridge Structures at Flood Control Channel and SRP canal

- 2.1 These bridge structures will be designed with enhancements that complement the site and its identity. The Environmental Graphics designer of the stadium will develop concepts and collaborate with the bridge structural engineer to integrate this work.
 - 2.1.1 Potential enhancements – Possible enhancements include: landmark identification, elevated or ground signage, special lighting, and site marquee element.

3. Park and Ride Facility

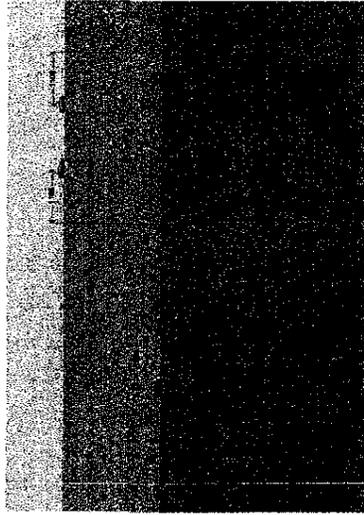
- 3.1 Compatibility with adjacent parking – All of these parking spaces will be available to the Stadium for football and other non-weekday events. Therefore, they must function as part of a larger parking area compared to an isolated parking lot. This will require collaboration and coordination on entry and exit points, landscaping, lighting, security fencing (if any).

- 3.2 Facility Standards – In order to achieve the goals in 3.1, the required standards for this Facility should be provided immediately.



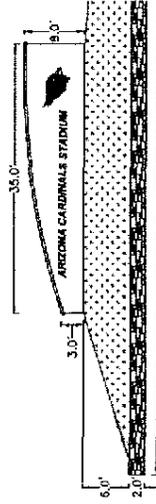
Bridge Lights
Escofet - LLUM-I

+/- 20'-4"
+/- 13'-9"
+/- 9'-2"

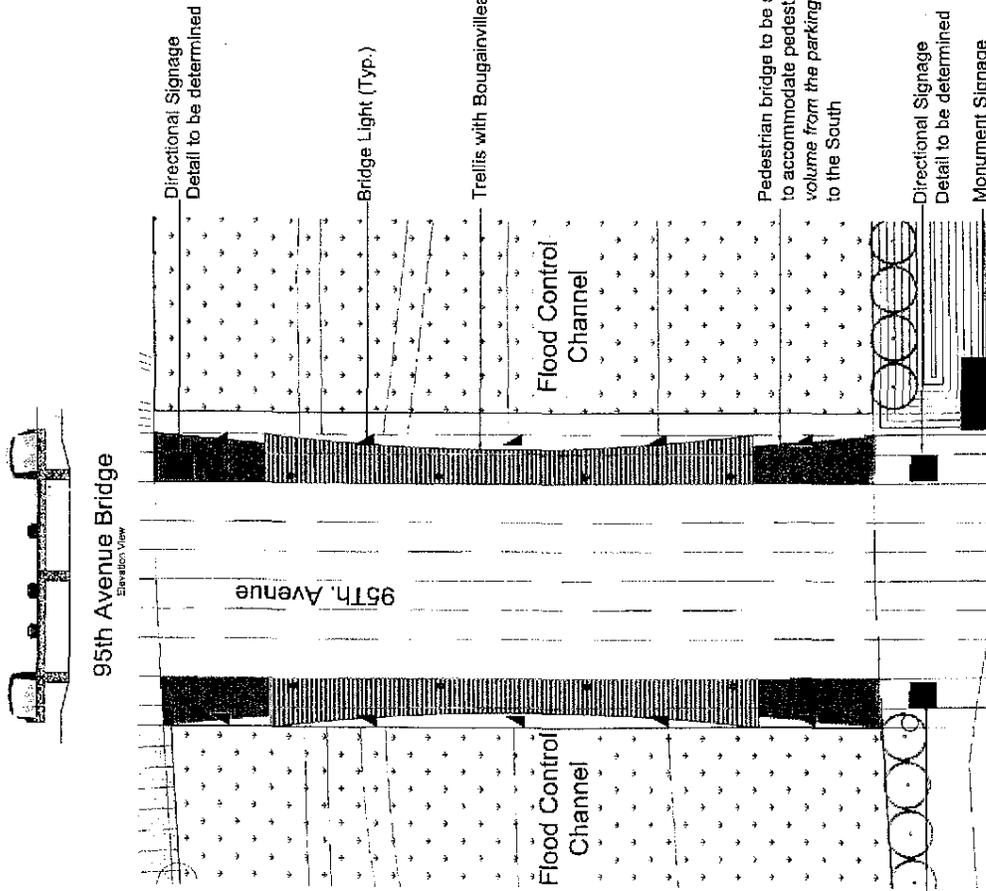


Pedestrian Scale
Thylla by Schreder Group

Vehicular Scale
Thylla by Schreder Group



Monument Signage



95th Avenue Bridge
Elevation View

Directional Signage
Detail to be determined

Bridge Light (Typ.)

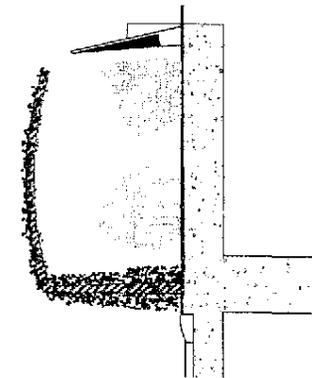
Trellis with Bougainvillea

Flood Control Channel

Pedestrian bridge to be sized to accommodate pedestrian volume from the parking area to the South

Directional Signage
Detail to be determined

Monument Signage



95th Avenue Bridge
Pedestrian Bridge Engagement - Elevation View

Notes:

1. All signage shall be consistent with the Environmental Graphics Design Package that the Team/Authority is preparing for the rest of the site.
2. Bridge Lights to be Escofet - LLUM-I or other approved by the Team/Authority
3. Street Lights on 95th Avenue to be 'Thylla' by Schreder Group or other approved by the Team/Authority
4. Preliminary concept of location and material under consideration. Requires further coordination for final specification.
5. Trellis with Bougainvillea

Directional Signage
Detail to be determined

Bethany Home Road



Drawing is preliminary and subject to alterations and/or modifications. This material is being provided on a confidential basis as it has not been reviewed or approved by the Arizona Sports and Tourism Authority or Arizona Cardinals. Do not copy or distribute.

Arizona Cardinals Stadium

BRIDGE CROSSING @ 95TH AVENUE

eisenman architects

land strategies

urban earth design

hok sport

cmx inc

for the Arizona Cardinals and the Arizona Sports and Tourism Authority

Sh #



Cardinals Stadium

site design and landscape architecture concepts for:

OFF-SITE IMPROVEMENTS

july 19, 2004

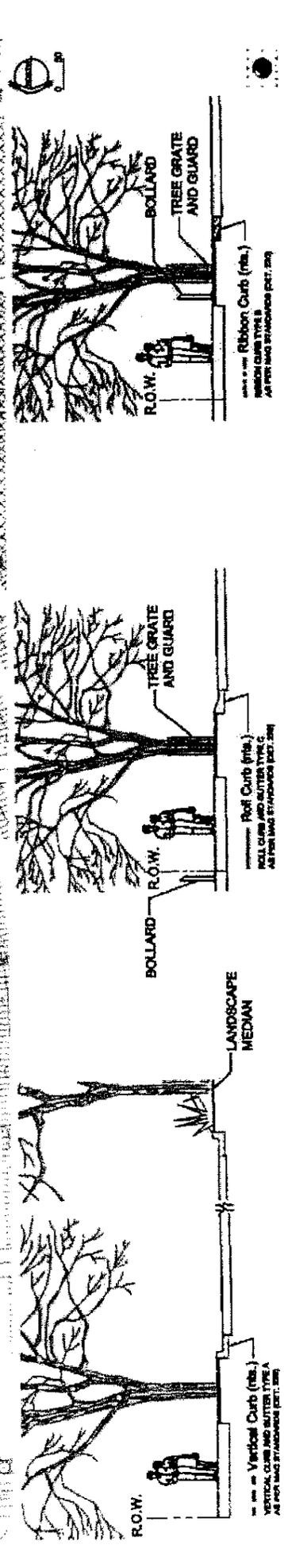
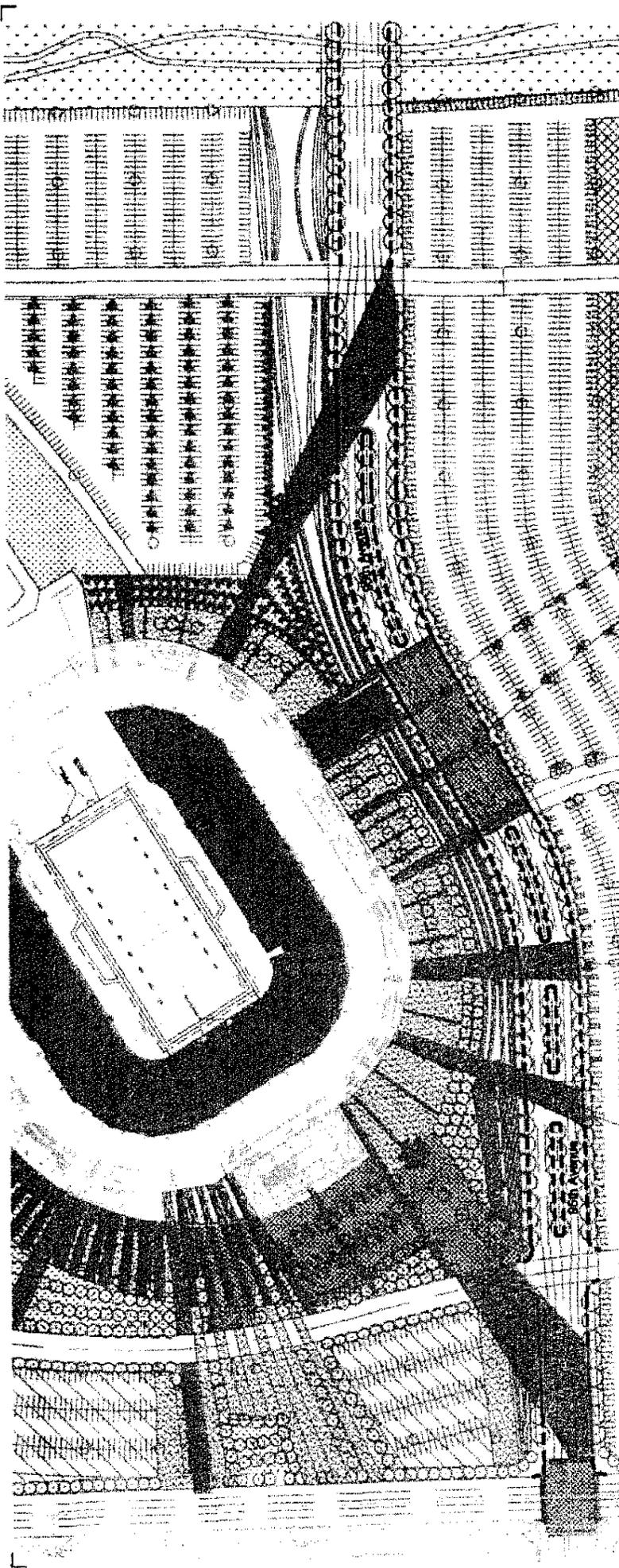
DESIGN GUIDELINES

*for the Arizona Cardinals and the Arizona Sports and Tourism Authority
by Urban Earth Design*

DRAFT

U R B A N
E
D E S I G N





Cardinals Stadium
 925th AVE - CURB CONDITION EXHIBIT

Drawings are preliminary and subject to alterations and/or modifications. This material is being provided as a conceptual basis as it has not been prepared or approved by the Arizona Sports and Tourism Authority or Arizona Certified. Do not sign or submit.

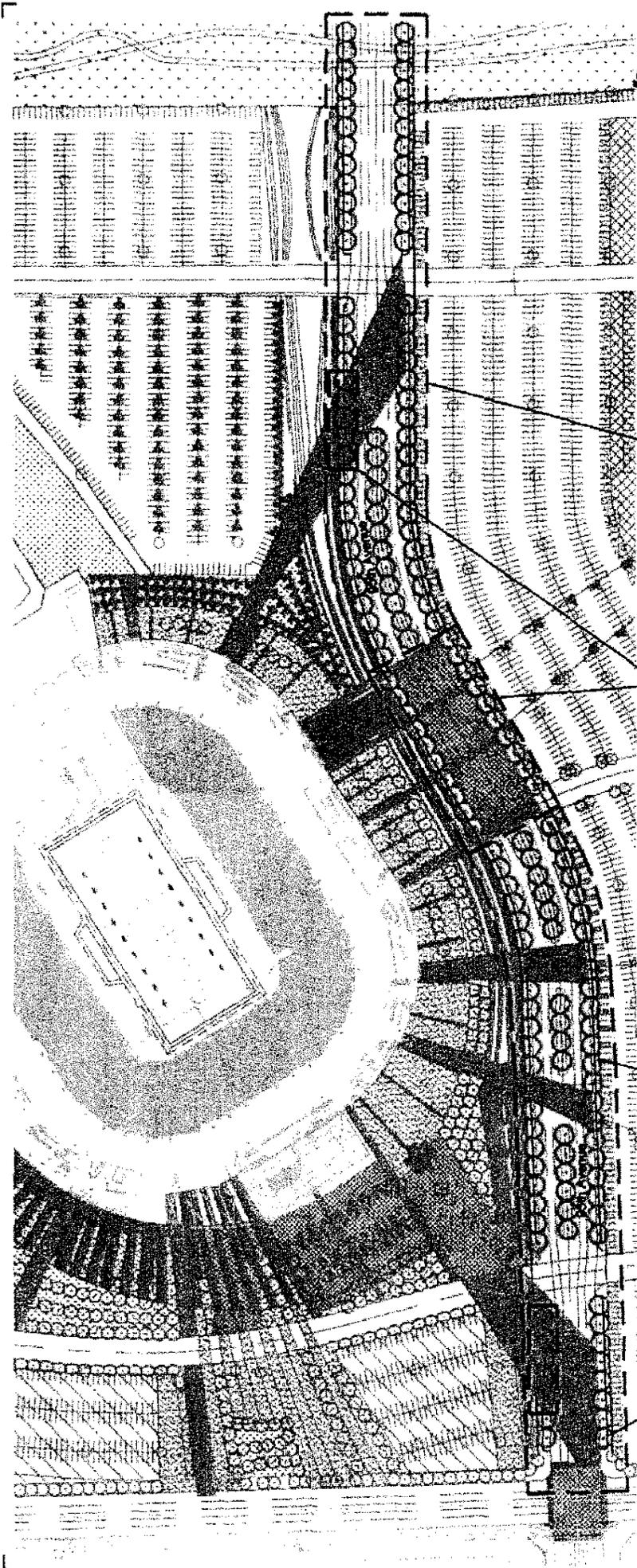
07-18-04 SH #1

urban earth design for the Arizona Cardinals and the Arizona Sports and Tourism Authority

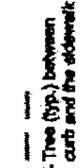
jack sport

urban strategies

urban architects



8' Detached sidewalk on both sides of the street with trees between the curb and the sidewalk



Tree (Typ.) between curb and the sidewalk



8' wide detached sidewalk



Tree (Typ.) between curb and the sidewalk

Urban Condition with wide pedestrian hardscape, trees in tree grates and tree guards, and benches



Tree (Typ.) in tree grates with tree guards



Max. 13' wide hardscape area



Min. 10' wide pedestrian area between the center of the tree trunk and the curb



Tree (Typ.) in tree grates with tree guards

8' Detached sidewalk on both sides of the street with trees between the curb and the sidewalk



Tree (Typ.) between curb and the sidewalk



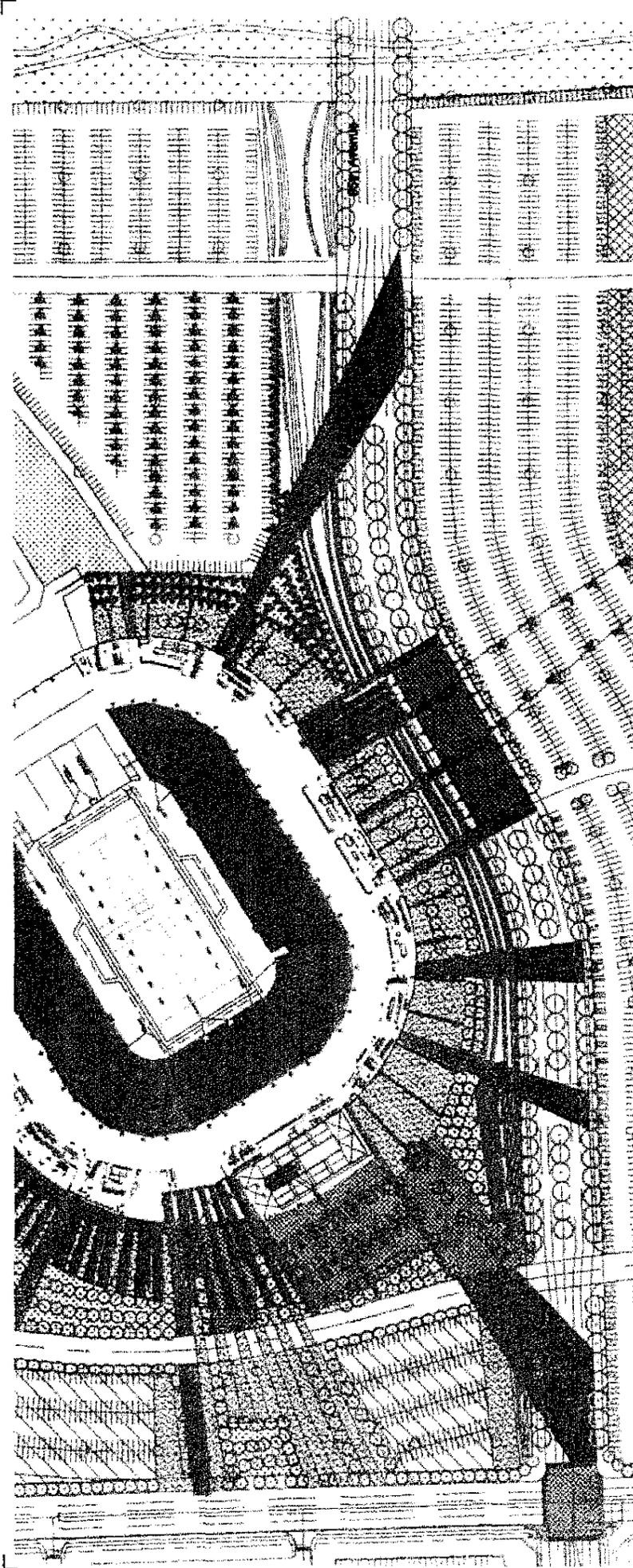
Tree (Typ.) in tree grates with tree guards when crossing major pedestrian corridors



Tree (Typ.) between curb and the sidewalk

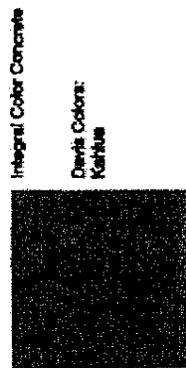
Depending on preliminary and selected site conditions, this material is being provided as a confidential basis as it has not been reviewed or approved for the Arizona Sports and Tourism Authority or Arizona Cardinals. Do not copy or distribute.

Cardinals Stadium
95th AVE. - PLANTING CONCEPT



PREMIUM PAVING 1

Note: Preliminary concept of location and material only. Consultation. Requires further investigation for final specifications.

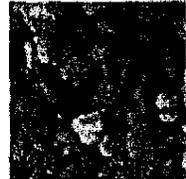


Integral Color Concrete

Davis Colors:
Kahluat

PREMIUM PAVING 2

Note: Preliminary concept of location and material only. Consultation. Requires further investigation for final specifications.



Integral Color Concrete
with Exposed Aggregate

Davis Colors:
Kahluat

Aggregate:
3/4" pea gravel

PREMIUM PAVING 3

Note: Preliminary concept of location and material only. Consultation. Requires further investigation for final specifications.

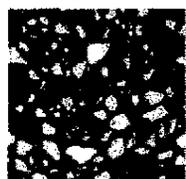


Asphalt Pavers

Hanover
Architectural Products:
Mamba #12
Ground Tudor Finish

PREMIUM PAVING 4

Note: Preliminary concept of location and material only. Consultation. Requires further investigation for final specifications.



Asphalt Pavers

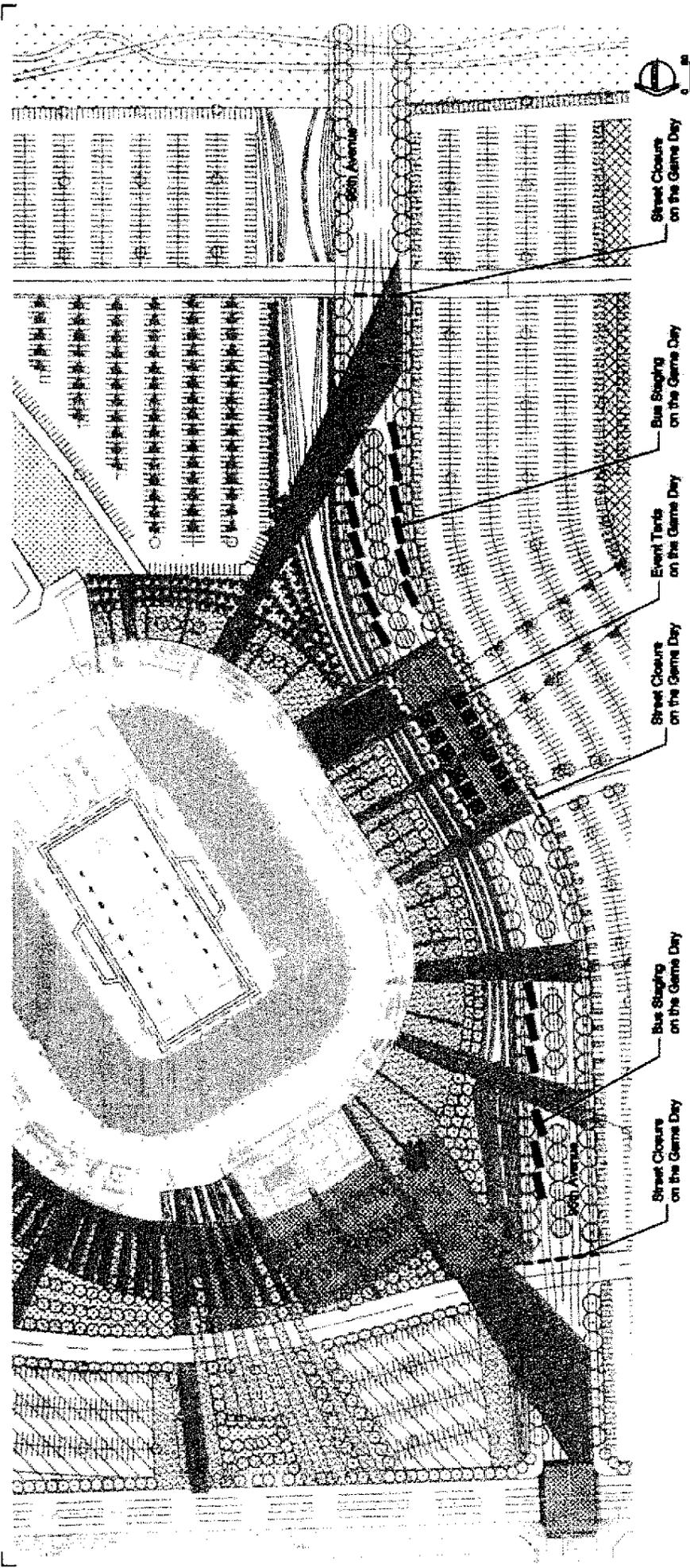
Hanover
Architectural Products:
Mamba #10
Ground Tudor Finish

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Cardinals Stadium
800' AVENUE - ACCENT PAVING EXHIBIT

SR-19-04
SH #3

urban earth design for the Arizona Cardinals and the Arizona Sports and Tourism Authority
 land strategies
 eisenman architects
 lock sport
 crma inc
 crma inc
 Arizona Sports and Tourism Authority



20-10-04
 SH #4

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Cardinals Stadium

9th AVE. - EVENT DAY EXHIBIT

urban earth design
 for the Arizona Cardinals and the Arizona Sports and Tourism Authority
 hook sport
 land strategies
 urban earth design
 hook sport
 for the Arizona Cardinals and the Arizona Sports and Tourism Authority

**AUSTIN BENCH
BY LANDSCAPE FORMS**

Cantilever Backed
24"x33"x72"
Material: Cast aluminum

Note: Preliminary concept of location and material under consideration. Requires further coordination for final specification.



**AUSTIN BENCH
BY LANDSCAPE FORMS**

Cantilever Backless
22"x18"x72"
Material: Cast aluminum

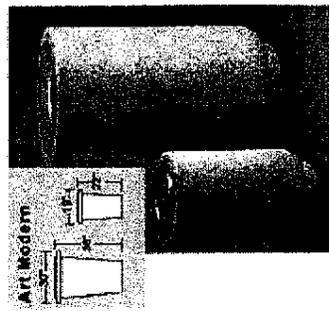
Note: Preliminary concept of location and material under consideration. Requires further coordination for final specification.



**ART MODERN TRASH/WASH RECEPTACLE
BY DURA ART STONE**

Trash Receptacle
30"x36"
Material: Precast Architectural Concrete
Ash Receptacle
14"x22"
Material: Precast Architectural Concrete

Note: Preliminary concept of location and material under consideration. Requires further coordination for final specification.

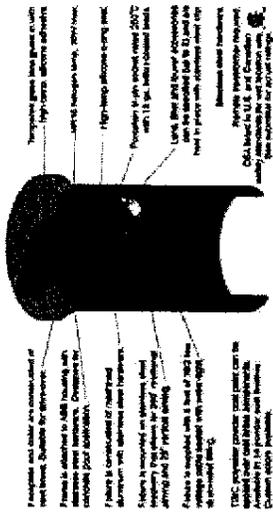


**INGRADE TREE WELL LIGHT
BY VISION3 LIGHTING**

MR 16 50W well light
Cast Bronze
Model: IG3

Note: Preliminary concept of location and material under consideration. Requires further coordination for final specification.

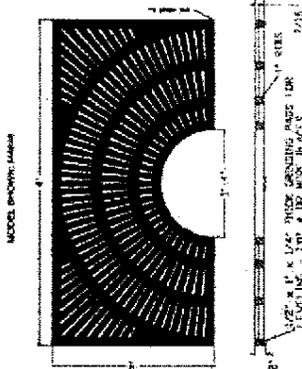
MRI16 INGRADE SWATH LIGHTING



**TREEGRATE
BY IRONSMITH**

Model: M4848
48" size
Tree Opening: 24"
330lb. aluminum
ADA compliant

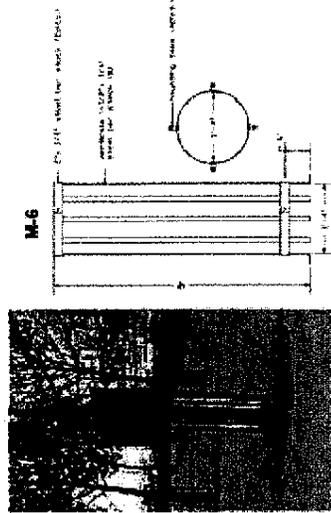
Note: Preliminary concept of location and material under consideration. Requires further coordination for final specification.



**TREE GUARD
BY IRONSMITH**

60" height, 24" diameter
3/4"x1" steel bar stock

Note: Preliminary concept of location and material under consideration. Requires further coordination for final specification.



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Cardinals Stadium
95th. AVE. - SITE FURNISHINGS EXHIBIT

07-19-04
Sh #8
cmx inc
for the Arizona Cardinals and the Arizona Sports and Tourism Authority

eisenman architects land strategies urban earth design hok sport

MEDIAN TREE (TYP.)
TO BE CHAROLA VIRGINIANA x HERITAGE (54'-8")
SPACED 30' O.C.

STREET TREE (TYP.)
TO BE PINKBLOSSOM X RED PINE (48'-8")
SPACED 30' O.C.

STREET TREE (TYP.)
TO BE PINKBLOSSOM X RED PINE (48'-8")
SPACED 30' O.C.

MEDIAN TREE (TYP.)
TO BE CHAROLA VIRGINIANA x HERITAGE (54'-8")
SPACED 30' O.C.

STREET TREE (TYP.)
TO BE PINKBLOSSOM X RED PINE (48'-8")
SPACED 30' O.C.

STREET TREE (TYP.)
TO BE PINKBLOSSOM X RED PINE (48'-8")
SPACED 30' O.C.

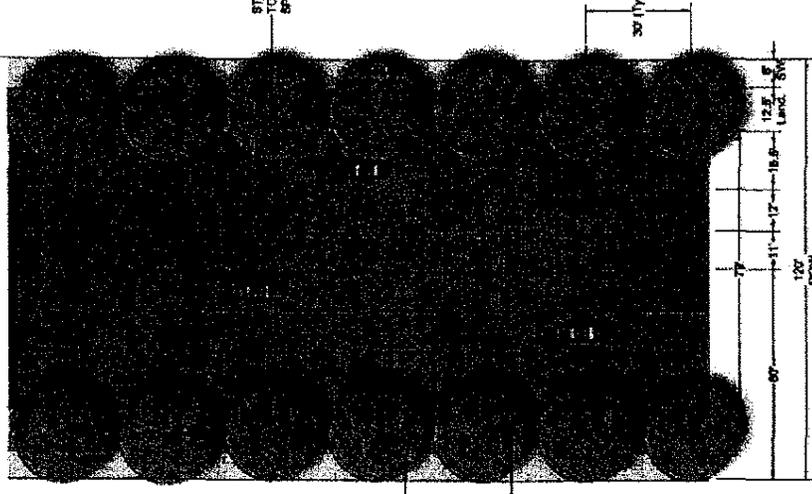
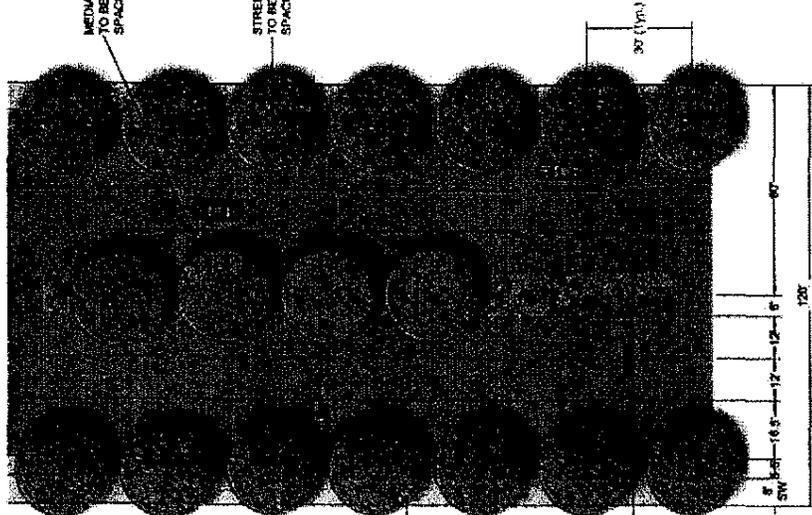
SIDEWALK (TYP.)
MAG STD. DET. 220

CURB (TYP.)
MAG STD. DET. 220-C

TYPICAL MAG STANDARD
TAPER @ TAPER

SIDEWALK (TYP.)
MAG STD. DET. 220

CURB (TYP.)
MAG STD. DET. 220-C



85th Avenue - with Median
Maryland Ave to Entry Dr. & Entry Dr. to Bethany Home Rd.

85th Avenue - without Median
Maryland Ave to Entry Dr. & Entry Dr. to Bethany Home Rd.

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Cardinals Stadium

85TH AVENUE CONCEPT

eigenman architects

land strategies

urban earth design
for the Arizona Cardinals and the Arizona Sports and Tourism Authority

hok sport

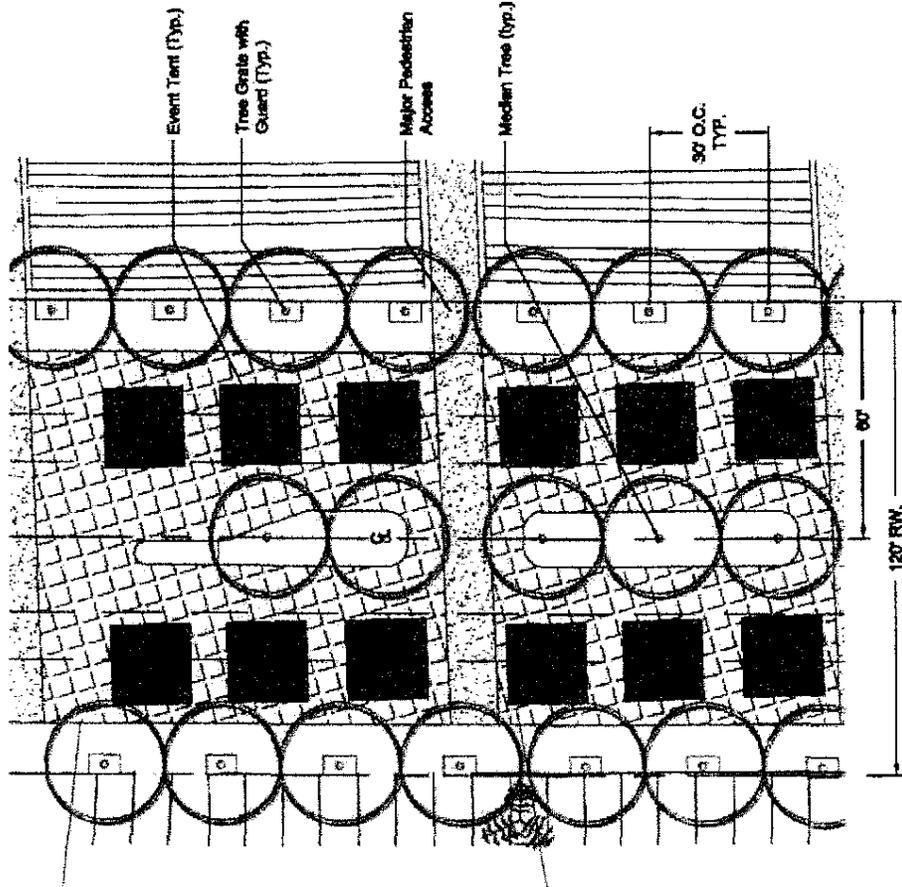
crmx inc



07-18-04
Sh #7



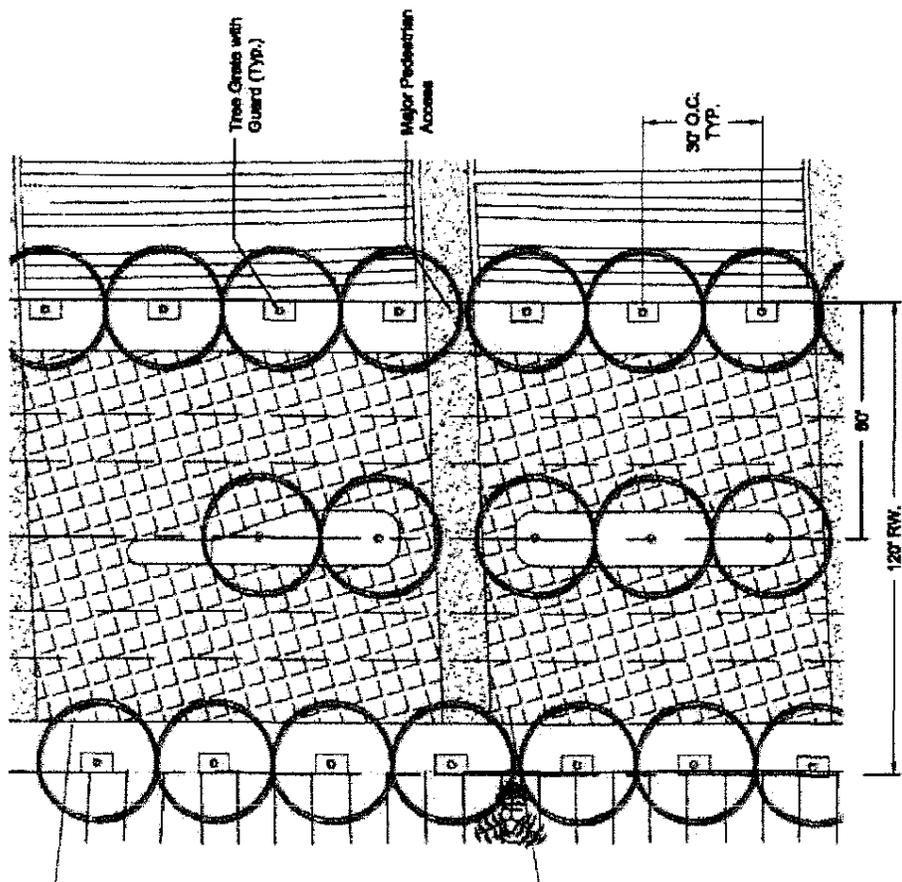
STREET TREES (TYP.) TO BE PLANTED AT 10' ON-CENTERS SPACED 8' O.C.



GAME DAY - STREET CLOSED (m.s.)



STREET TREES (TYP.) TO BE PLANTED AT 10' ON-CENTERS SPACED 8' O.C.



NON GAME DAY - STREET OPEN (m.s.)

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Cardinals Stadium
90TH AVENUE PLAZA W/ LANDSCAPE MEDIAN

esienman architects land strategies urban earth design hok sport

Arizona Cardinals and the Arizona Sports and Tourism Authority

CRMX INC

07.16.04

Sh #9

EXHIBIT "D"

On-Site Improvements

DESCRIPTION					
Cards / AZSTA Scope					
Cards / AZSTA Scope - Managed by Hunt - Potential GMP					
WATER SYSTEM					
TEMPORARY WATER SERVICE FOR CONST. 12" DUCTILE IRON PIPE FIRE HYDRANTS 12" VALVES 10" DUCTILE IRON FIRE LINE 12" WATER SERVICE WITH METER & VAULT 12" BACKFLOW PREVENTION DEVICE HYDRANT MARKERS					
SANITARY SEWER					
INSTALL ADDITIONAL MANHOLES 12" STADIUM LATERAL LINES					
ODOR CONTROL STATION					
ODOR CONTROL STATION					
STORM SEWER					
5' DIAMETER HDPE PIPE 24" DISCHARGE PIPES SURFACE GRATES MECHANICAL CLEANING DEVICES 48" RCP IN 95TH AVE 24" RCP FROM STADIUM CATCH BASINS MANHOLES SURFACE DISCHARGE TO CHANNEL					

UG GAS & ELECTRIC					
Trenching / Ductbanks / Vaults					
Site Lighting Service					
Trenching for Gas Line					
STADIUM ACCESS DRIVE					
EXCAVATION & BASE PREP					
3" AC PAVEMENT ON 8" BASE					
CURB & GUTTER					
SIDEWALK					
LANDSCAPING					
STREET STRIPING					
STREET LIGHTS					
Access gate					
MARYLAND - 91ST TO 95TH AVENUE					
CURB & GUTTER (25%)					
SIDEWALK					
LANDSCAPING					
STREET LIGHTS					
PARKING & SITE DEVELOPMENT					
ROUGH GRADING (AVG DEPTH OF 1.5')					
SPREAD & COMPACT FILL FROM STADIUM EXCAV					
BASE PREP FOR PARKING AREAS					
AC PAVEMENT					
DG PARKING AREAS					
TURF PARKING AREAS					
CURBS AT LANDSCAPED AREAS & DRIVE AISLES					
LANDSCAPED AREAS & irrigation for entire project					
PAVEMENT STRIPING ALLOWANCE					
PARKING LOT LIGHTING					
Build & compact berm					
Berm picket fence & OH passageway					
PEDESTRIAN PLAZA					
SITE FURNISHINGS					
SCULPTURE					
FOUNTAIN					
TURNSTILE COVERS					

FLAGPOLES DRAINAGE FIRE HYDRANTS AUDIO/POS CONNECTIONS CONNECTIONS FOR MERCHANDISING CARTS BOLLARDS PLANTER CURB RETAINING WALLS LIGHTING DATE PALMS TREES LANDSCAPING Concrete walk at top of field tray slope Colored / exposed aggregate concrete paving Asphalt concrete pavers Ornamental security fence SIGNAGE AND GRAPHICS SECURITY SYSTEM					
GENERAL REQUIREMENTS					
General Conditions					
Design Fee					
Contractor's Contingency					
Permits, Testing & Inspections					
Builder's Risk Insurance					
GL Insurance					
E & O Insurance					
Payment & Performance Bond					
Preconstruction					
Design Build Fee					
AZ Privilege Tax @ 5.265%					
Total of Scope Managed by Hunt					

Cards / AZSTA Scope - Managed by Cards / AZSTA

MARYLAND - 91ST TO 95TH AVENUE					
EXCAVATION & BASE PREP					
4" AC PAVEMENT ON 12" BASE					
STREET STRIPING					
CURB & GUTTER (75%)					
Contingency @ 10%					
95th AVENUE - MARYLAND to OUTFALL CHANNEL					
EXCAVATION & BASE PREP					
4" AC PAVEMENT ON 12" BASE					
CURB & GUTTER					
SIDEWALK					
LANDSCAPING					
STREET STRIPING					
STREET LIGHTS					
TRAFFIC SIGNAL @ 95th AVENUE					
ADDITIONAL COST FOR CONCRETE PAVERS					
ADJUST EXISTING MANHOLES					
Contingency					
Design Fees					
Permits, Testing & Inspection					
95TH AVENUE - BRIDGE					
BRIDGE					
REPLACE LOW FLOW CHANNEL					
REPLACE PEDESTRIAN PATH					
REPLACE MAINTENANCE ROAD					
REPLACE EQUESTRIAN TRAIL					
Lighting					
CONSTRUCT CONCRETE CHANNEL LINING					
CHANNEL SOD					
Landscaping					
GRAND CANAL BRIDGE					
GRAND CANAL CHANNEL LINING					
CONTRACTOR MOBILIZATION/DEMobilIZATION					

Contingency					
Design Fees					
Permits, Testing & Inspection					
SANITARY UPGRADE					
INCREASE STEEL CASING SIZE 48" TO 54"					
INCREASE DUCTILE IRON PIPE SIZE 30" TO 36"					
INCREASE SEWER PIPE SIZE 24" TO 30"					
INCREASE SEWER PIPE SIZE 21" TO 24"					
INCREASE SEWER PIPE SIZE 21" TO 30"					
SRP - CIAC					
TEMPORARY ELECTRICAL SERVICE					
NATURAL GAS SERVICE					
SURFACE IRRIGATION					
DESIGN PLANNING					
OWNER CONTINGENCY					

EXHIBIT "E"

Cardinal's Contributions to On-Site Improvements for the Reduction

Water System	\$ 466,176
Sanitary Sewer	134,700
Storm Sewer	2,889,500
Odor control Station	76,440
Gas & Electric	328,818
Stadium Access Drive	206,969
Maryland Ave--91st to 95th Ave.	262,133
Maryland Ave--91st to 95th Ave.	178,836
Parking and Site Development	3,689,145
General Requirements	7,014,790
Sanitary Upgrade	111,891
Design Planning	602,529
Bethany Home Road 91 st to 99 th Avenue	500,000
Total-	\$ 16,461,926

Schedule 1.3

Project Schedule for the City Improvements

(see attached)

Schedule 2.1

On-Site Improvements to be Dedicated to the City

This Schedule 2.1 outlines the On-Site Improvements to be ultimately dedicated to the City. For further clarification, the attached reference plan titled, "Site Improvement Interface Plan" prepared by CMX Sports Engineers and dated July 2004 should be used with this Schedule 2.1.

Dedicated Improvements

- Maryland Avenue: All improvements within the south half of the right of way bounded by the west right of way of 91st Avenue and the east right of way of the Loop 101 and as shown on the Interface Plan. Improvements to include street paving, sidewalks and curbs, lighting, traffic signals, signage, landscaping and irrigation, and underground utilities not dedicated to others.
- 95th Avenue: All improvements within the right of way bounded by the south right of way of Maryland Avenue and the north right of way of Bethany Home Road and as shown on the Interface Plan. This includes the bridge structures to cross the Maricopa County Outfall Channel and the Salt River Project Grand Canal. Improvements to include street paving, sidewalks and curbs, medians, lighting, traffic signals, pedestrian crossings, signage, landscaping and irrigation, and underground utilities not dedicated to others.
- Park and Ride: All improvements for a 600 car parking area to be placed in the northwest corner of the site generally bounded by the south right of way of Maryland Avenue and the east right of way of Loop 101 and as shown on the Interface Plan. Improvements to include paving, pavement markings, perimeter fencing, sidewalks and curbs, lighting, shade structures and other services for users, lighting, landscaping and irrigation, and drainage.
- Stadium Access Drive: All improvements within the right of way for a site access drive leading from 91st Avenue into the southeast portion of the site. This Drive is shown on the Interface Plan as being 140 feet in width and 750 feet west of the western right of way of 91st Avenue. Improvements to include street paving, sidewalks and curbs, lighting, traffic signals, signage, landscaping and irrigation, and underground utilities not dedicated to others.

(See Attachment)

ID	Task Name	Duration	Start	Finish	2005	2006
20	Substantial Completion	0 days	Fri 6/30/06	Fri 6/30/06		
21	BETHANY HOME ROAD-91ST TO 98TH	305 days	Mon 8/2/04	Fri 9/30/05		
22	Select Engineering Firm	30 days	Mon 8/2/04	Fri 9/10/04		
23	Design Development BHR	45 days	Mon 9/13/04	Fri 11/12/04		
24	Land Acquisitions	110 days	Mon 9/13/04	Fri 2/11/05		
25	Construction Documents	65 days	Mon 11/15/04	Fri 2/11/05		
26	Bid/Award & Permitting	30 days	Mon 2/14/05	Fri 3/25/05		
27	Construction Duration Irrigation Relocations	115 days	Mon 3/28/05	Fri 9/2/05		
28	AZSTA/Cardinals Install UG Water Service	95 days	Mon 2/14/05	Fri 6/24/05		
29	Construction Duration BHR	70 days	Mon 6/27/05	Fri 9/30/05		
30	Substantial Completion	0 days	Fri 9/30/05	Fri 9/30/05		
31	MARYLAND/101 OVERPASS	515 days	Mon 7/12/04	Fri 6/30/06		
32	Categorical Exclusion - SHPO Review	25 days	Mon 7/12/04	Fri 8/13/04		
33	Final Categorical Exclusion	25 days	Mon 7/19/04	Fri 8/20/04		
34	Draft Final DCR	5 days	Tue 7/27/04	Mon 8/2/04		
35	Review Draft Final DCR	10 days	Tue 8/3/04	Mon 8/16/04		
36	Final DCR	5 days	Tue 8/17/04	Mon 8/23/04		
37	Approve Final DCR	9 days	Tue 8/24/04	Fri 9/3/04		
38	Select Final Design Engineering Firm	24 days	Mon 9/6/04	Thu 10/7/04		

Project: City Scope of Work Schedule
Date: Wed 7/21/04

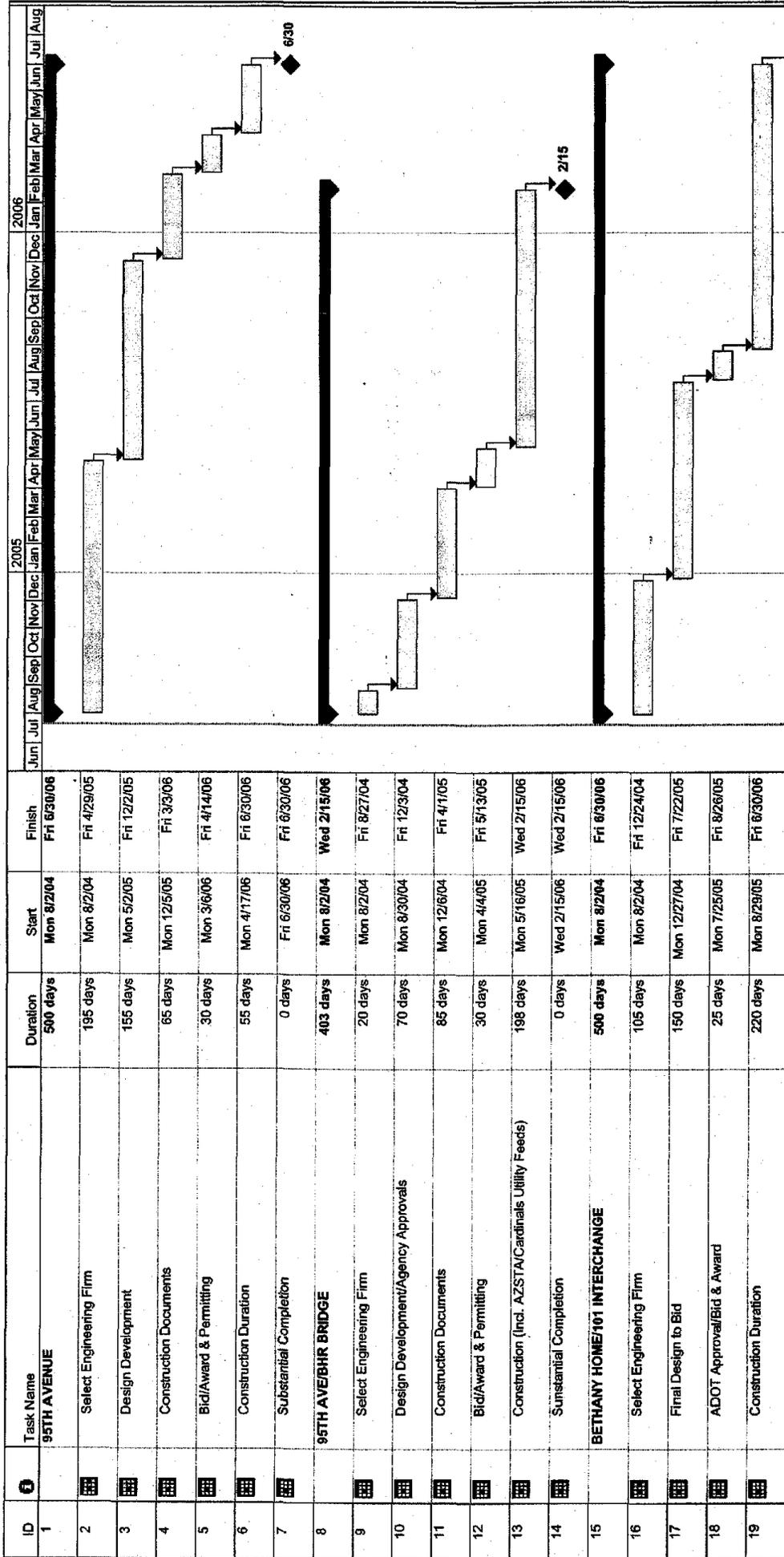
Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline



Project: City Scope of Work Schedule
 Date: Wed 7/21/04

Legend:
 Task: [Bar with grid pattern]
 Progress: [Solid black bar]
 Milestone: [Diamond symbol]
 Summary: [Thick black bar]
 External Tasks: [Thin black bar]
 External Milestone: [Thin black bar with diamond]