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06/06/2003



NATIONAL FOOTBALL LEAGUE

HOST CITY BID SPECIFICATIONS
WITH RESPONSES FOR

SUPER BOWL XLII 2008

BID SPECIFICATIONS PROVIDED BY:

National Football League
280 Park Avenue
New York, NY 10017

BID RESPONSES PROVIDED BY:

Arizona Host Committee
c/o Greater Phoenix Convention & Visitors Bureau
400 E. Van Buren Street, Suite 600
Phoenix, AZ 85004

Bid Specifications Dated: June 6, 2003

Bid Responses Dated: October 14, 2003

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JANET NAPOLITANO
GOVERNOR

STATE OF ARIZONA
OFFICE OF THE GOVERNOR
1700 WEST WASHINGTON STREET, PHOENIX, AZ 85007

MAIN PHONE: 602-542-4331
FACSIMILE: 602-542-7601

September 10, 2003

Mr. Paul Tagliabue
Commissioner
National Football League
280 Park Avenue
New York, New York 10017

Dear Commissioner Tagliabue:

On behalf of the state of Arizona, we are honored to be one of the four finalists for Super Bowl XLII. Arizona has a diverse population and we are committed to providing the resources necessary to ensure a world-class experience.

Since our experience with the Super Bowl in 1996, Arizona has grown dramatically and has advanced both in technology and infrastructure. The improvements that have been made with our state's transportation system, convention and hotel facilities, the new stadium already under construction, and the ongoing commitment to exceptional hospitality well prepares Arizona to make Super Bowl XLII the greatest experience ever.

Thank you for your consideration of our bid. We are committed to meeting your needs and are dedicated to providing a well-coordinated plan with a strong spirit of cooperation.

Yours very truly,

A handwritten signature in black ink that reads "Janet Napolitano".

Janet Napolitano
Governor

October 14, 2003

Mr. Paul Tagliabue
Commissioner
National Football League
280 Park Avenue
New York, New York 10017

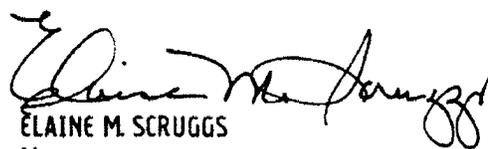
Dear Commissioner:

On behalf of our colleagues throughout the "Valley of the Sun," we are very excited about the potential for the Super Bowl to return to our community in 2008. Over the last nine months we have worked with the Arizona Super Bowl XLII Bid Committee to develop a bid that is supported by all concerned and is designed to deliver a world-class experience to the residents of our cities, those from across the state, the National Football League and their guests who travel here from all over the world.

Since the Super Bowl was last held here in 1996, our valley has experienced tremendous growth and great enhancements in our community infrastructure. In addition, we have enjoyed the expansion of several high quality hotels and resorts, as well as corresponding growth in our retail shopping, the number golf courses and other recreational facilities throughout the valley.

These amenities coupled with our commitment to extraordinary hospitality, outstanding weather and the state-of-the-art stadium to be completed by 2006 serve as a primary reason why we're confident everyone would enjoy the Super Bowl's return to Arizona in 2008. Please know that we are unified in our desire to have the Super Bowl back in the Valley of the Sun and are willing to take all appropriate actions to ensure Super Bowl XLII is an unprecedented success for all concerned.

Sincerely,



ELAINE M. SCRUGGS
Mayor
City of Glendale



SKIP RIMSZA
Mayor
City of Phoenix



MARY MANROSS
Mayor
City of Scottsdale



NEIL G. GIULIANO
Mayor
City of Tempe



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October 14, 2003

Mr. Paul Tagliabue
Commissioner
National Football League
280 Park Avenue
New York, New York 10017

Dear Commissioner:

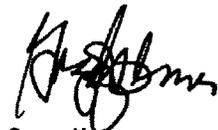
On behalf of the Arizona Super Bowl Bid Committee, I am pleased to submit the attached bid for Super Bowl XLII. Within this packet you will find a bid that we feel meets or exceeds the expectations of the National Football League and provides the framework to ensure a world-class experience for all concerned.

We are extremely dedicated to the success of the Super Bowl and are confident, based on our experience and expertise, that we have enclosed a plan that provides a unique opportunity for Arizona's diverse population and people from across the world, to enjoy this extraordinary event. For the last nine months, our volunteer committee has reached out to the public and private sector in order to develop a bid that has the unified support of the entire state.

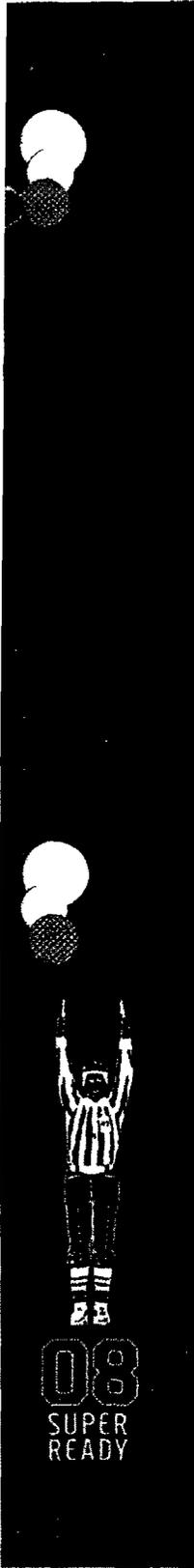
We recognize not only the economic importance of the game but the opportunity it represents to engage the general public and leave a positive legacy for the NFL. With this in mind, we are committed to partnering with the NFL and will address any issues with a strong spirit of collaboration.

With the new stadium to be completed in 2006, we now have all the key ingredients necessary to deliver an extraordinary event. We are extremely excited about the opportunity to host the Super Bowl in 2008 and want to thank you for considering our bid.

Sincerely,



Gregg Holmes
Chairman
Arizona Super Bowl XLII Bid Committee



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Executive
Summary

Executive Summary

The people of Arizona would be honored to provide the National Football League (NFL) and its fans an opportunity to experience all that this great state has to offer in beauty, weather, hospitality, first-class accommodations, facilities, and amenities by hosting America's premier sporting event – the Super Bowl – at Cardinals Stadium in 2008.

From our experience and success in hosting Super Bowl XXX, we know that the critical ingredients to delivering a world-class Super Bowl relate to seven key items:

1. Capacity

Building upon the capacity and environment that everyone enjoyed in 1996 at Super Bowl XXX, below are major items that represent the most significant reasons why the NFL can count on an outstanding Arizona experience.

HOTELS. The Valley of the Sun is famous for its luxurious 4-star and 5-star resorts and spas and has more top destination resorts concentrated in Greater Phoenix than any other city in the country. Five new world-class resorts and more than 15,000 new rooms have been added to the Greater Phoenix area since Super Bowl XXX, representing a total of 55,000 hotel rooms available for the NFL and its fans. In fact, 2,200 rooms have been added to the inventory in just the past year, and Greater Phoenix was recently ranked second nationally in percentage of room inventory growth.

MEDIA CENTER. The Phoenix Civic Plaza's new 170,000 square-foot Terrace Conference Building will serve as the NFL's Media Center. The Terrace Conference Building will be completed by December 2005 as part of a \$600 million expansion and renovation that will provide a spacious, high-tech, and client-friendly facility.

TEAM HOTELS. The Arizona Super Bowl Host Committee (Arizona Host Committee) is offering three options to the NFL for the Team Hotels:

- **POINTE SOUTH MOUNTAIN RESORT** is the largest all-suite resort in the Southwest with 640 suites, 95,000 square feet of meeting space, four dining establishments, an 18-hole championship golf course, 38,000 square-foot fitness center and spa, tennis courts, horse riding, mountain biking, hiking, and jogging through South Mountain Park and Preserve. The resort also offers the world's largest municipal park and six swimming pools including the Oasis, one of the nation's largest resort water adventures - all located on 300 acres adjoining South Mountain Regional Park and Preserve.
- **SHERATON WILD HORSE PASS RESORT AND SPA** offers 500 rooms, 100,000 square feet of indoor/outdoor meeting space, two dining establishments, two distinct 18-hole Troon-managed golf courses, a 17,000 square-foot spa, tennis courts, jogging trails, and the Koli Equestrian Center for riding lessons, trail rides, and outdoor events. The resort also

provides four pools with cascading waterfalls and a 111-foot waterslide designed after the Casa Grande Ruins – all located in the Sonoran Desert on the Gila River Indian Reservation and designed to be an authentic representation of the Gila River Indian Community heritage and culture.

- **WESTIN KIERLAND RESORT AND SPA** is located in northeast Phoenix, adjacent to Kierland Commons, a 38-acre specialty retail development featuring shops, boutiques, and restaurants. This 735-room resort with mountain views and 160,000 square feet of meeting space offers a multitude of civilized charms from exceptional dining and entertainment to a spa that honors the healing cultures of old Arizona to 27-holes of Troon-managed, world-class golf at the Kierland Golf Club.

PRACTICE SITES. The Arizona Host Committee is offering two quality practice facilities at no charge to the NFL:

- **ARIZONA CARDINALS TRAINING FACILITY** is a 94,000 square-foot state-of-the-art facility in south Tempe and will serve as the practice site for the NFC Champions. It is located approximately six miles from the Sheraton Wild Horse Pass Resort and Spa.
- **KAJIKAWA FOOTBALL PRACTICE FACILITY** is directly on the campus of Arizona State University in north Tempe and will serve as the practice site for the AFC Champions. It is located approximately eight miles from the Pointe South Mountain Resort and 19 miles from the Westin Kierland Resort and Spa.

NFL EXPERIENCE. We are pleased to present a new venue for the NFL Experience:

WESTERN AREA REGIONAL PARK located in Glendale will be a crown jewel recreational facility upon its completion in 2005. The park's proximity to the Cardinals Stadium (one mile due east), its easy regional access, and vast open space make it a suitable "blank canvas" for the NFL Experience with more than 88 acres and 1,000 on-site parking spaces.

ADDITIONAL VENUES. There are many other quality venues that are ideal for Super Bowl XLII and its Official Events. We are proposing two venue options for the NFL Charities Golf Classic: Wigwam Resort and Golf Club featuring three courses or the Troon-managed Whirlwind Golf Club featuring two courses at Sheraton Wild Horse Pass, along with the nearby Troon-managed Ocotillo Golf Club. Both options have been reserved at no cost to the NFL. In addition, high schools and sports complexes throughout Greater Phoenix have offered their facilities for pre-game and halftime practice sites as well as the NFL Youth Football Clinics. Also, several concert facilities and venues available throughout Greater Phoenix are reserved for the NFL's concert series and activities.

ACCESS. Phoenix Sky Harbor International Airport was recently ranked second in the U.S. for customer satisfaction according to J.D. Power & Associates. The City of Phoenix is continually working to maintain its high-flying reputation. As the world's gateway to the nation's sixth-largest city, Sky Harbor now has a third runway, a new control tower is being constructed, and a consolidated rental car facility will be in place before 2008.

Sky Harbor is the nation's only airport that serves as a hub for two major carriers – America West Airlines and Southwest Airlines – while offering flights to and from more than 100 cities around the world. Sky Harbor also offers low-fare service and more destinations (84) than any other facility in the U.S., according to *USA Today*.

TRANSPORTATION. Our excellent transportation system continues to improve. Since Super Bowl XXX, 98 miles of new freeways have been built, linking seven major freeways throughout the Valley of the Sun and providing convenience and access to the 26 towns and cities that comprise the Greater Phoenix Metropolitan Area.

2. Hospitality

More than 27 million people visit our state every year, making it a top national destination. In addition to the spectacular amenities and unbelievable weather that draw visitors, the desert experience is coveted because of our world-class Southwestern hospitality. In fact, hospitality is woven into the very culture of Arizona; one in five residents are employed by tourism. People at every level are committed to delivering an outstanding experience to those who come to enjoy Super Bowl XLII and its related events. To further ensure everyone's needs and expectations are not only met but exceeded, we will also establish a Diversity Council to make sure that our events and activities are available to the entire population as well as to those who are visiting our state.

3. Amenities

NFL fans will discover an endless variety of shopping, dining, entertainment, and recreational activities, all located in the Valley of the Sun.

In addition to the variety of malls, boutiques, and outlet stores catering to casual window-shoppers and the serious bargain-hunters, the area boasts famous collections of world-class western art galleries, famed antique stores, and authentic Native American outposts.

In terms of dining, Greater Phoenix is receiving national and international attention for its gourmet dining, with world-class chefs fusing flavors from around the world with traditional Southwest fare.

Greater Phoenix is also a cultural haven where art connoisseurs can explore haunts of modern masters such as Frank Lloyd Wright or enrich themselves with a walk through the ancient artifacts of the Hohokam tribe, the region's first residents thousands of years ago.

With 325 days of sunshine per year, visitors to Greater Phoenix are able to take advantage of all the region has to offer. The outdoors invite activities from hiking, biking, or walking along winding desert trails to floating off into the clouds in a hot-air balloon. Add to that more than 200 picturesque golf courses that have earned Greater Phoenix the title of "Golf Capital of the World," according to the National Golf Foundation.

From the drama of a spectacular sunset cast against the Red Rocks of Sedona, to a kick-up-your heels night out in Tucson, to the splendor of the awe-inspiring Grand Canyon, our entire state is poised to provide visitors with a world-class experience.

4. Climate

Our name "The Valley of the Sun" says it all. Located in the heart of the Sonoran Desert, Greater Phoenix has very low humidity and an average yearly temperature of 85 degrees. While most of the nation is shivering in February, here it's warm and sunny with only an average of four days of rain and a high temperature of 69 degrees.

With more than 70 NFL events leading up to the big game, you can count on Arizona's near-perfect climate to showcase them in the very best light – sunlight. The diversity of these events and our

outstanding weather will also provide the general population an opportunity to become actively engaged in Super Bowl XLII and its related events.

5. Unity

With the inclusive approach and atmosphere of celebration, the Arizona Super Bowl XXX Host Committee set the standard for future Super Bowl games. In the words of Commissioner Tagliabue, "We were very impressed with the unprecedented statewide effort to maximize the impact of the game." It is the intent and goal of the Arizona Host Committee to once again involve the entire state by encouraging individual communities to showcase their personalities, culture, and diversity – a Super Bowl Season celebration rather than Super Bowl Week.

There is also a tremendous spirit of unity at the city level as well. Our major Valley cities have passed resolutions pledging their support for the return of the Super Bowl and committed to the services necessary to deliver a world-class experience.

Super Bowl XXX certainly left a lasting legacy in Arizona. More than 1.5 million people participated in 100-plus sanctioned and culturally diverse special events across the state including the popular NFL Experience. More than 25,000 of our youth took part in "hands-on" game-related educational programs. Nearly 20,000 Arizonans served as volunteers.

Super Bowl XXX had a statewide charitable impact of more than \$4.8 million. Included was \$2 million raised by the NFL and Arizona's Host Committee for the NFL/YET Center, \$2.7 million in charitable revenues and benefits derived from special events, and \$118,000 in grants made to 94 state charities by the Arizona Super Bowl Charities Foundation.

We are very proud of the NFL Youth Education Town Academy in South Phoenix and its reputation as perhaps the best NFL/YET Centers in the country. It is our intent to build upon that reputation by working closely with the NFL to leave an even more important legacy from Super Bowl XLII.

6. Stadium

Scheduled for completion in 2006 and built specifically to showcase Arizona's next Super Bowl on an ongoing rotation basis, this \$355 million architectural wonder will be the most advanced sporting facility in the world. Its innovative exterior design by world-renowned architect Peter Eisenman takes its striking shape from Arizona's famous barrel cactus, which since its unveiling, has received worldwide media attention and recognition in such publications as *New York Times*, *Stadia*, *GA Document International*, and *Sports Business Journal*.

The *New York Times* raved, "Mr. Eisenman's design is among a group of forthcoming projects promising to shake up the staid, risk-adverse realm of stadium architecture."

Cardinals Stadium will also feature the nation's first movable natural grass stadium field. Measuring over two acres and weighing more than 7,500 tons, the entire playing surface rolls outside of the stadium to take full advantage of ideal growing conditions – Arizona's sunshine. Retractable roof panels are designed to provide precise illumination to all areas of the field while still offering maximum shade for fans. Stadium seating will accommodate up to 75,000 NFL fans and include 88 luxury suites.

The entire 165-acre stadium site, including its 14,000 parking spaces, can be used to host other large Super Bowl events in a highly secured environment. Additional facilities and parking for another 6,000 cars are available at the Glendale Arena directly north of Cardinals Stadium. The

Stadium's location adjacent to a beltway and other major thoroughfares in the Northwest Valley allows for quick and easy access to all Greater Phoenix area facilities and amenities.

7. Desire

With the new world-class stadium, the nation's finest collection of amenities, and the famous Arizona sun, the area is swelling with desire to share its gems with the world.

And, Arizona's goal is to make every event we host a world-class experience.

From Super Bowl XXX, to Fiesta Bowl National Championships, to the 2001 World Series, to over a half-century of hosting the PGA Phoenix Open, we pride ourselves in exceeding the expectations of organizers and fans alike. The secrets to our success are the strong and diverse volunteer base, professional staff, actively engaged leaders from the public and private sector, and the financial support they provide. Collectively everyone shares the desire of providing excellence in hospitality, service, and innovation.

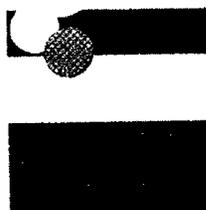
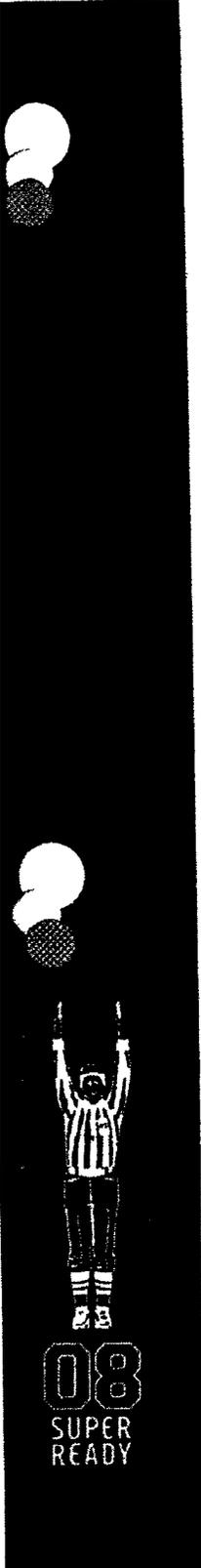
The experience gained from hosting Super Bowl XXX has provided us with the foundation to make future Super Bowls even better. Building upon our experience, we have assembled a diverse cross-section of community leaders to serve on the Arizona Host Committee. With their support, commitment, and desire, we are confident that Super Bowl XLII will be a world-class experience for all involved.

OUR COMMITMENT. The people of Arizona trust that this bid response will serve as a significant demonstration of our immense desire to host the "Biggest Day in Sports." As in any proposal, this is but a glimpse of the true experience that will take place here in Arizona and the Valley of the Sun.

We commit to serve you, our customers. From the Commissioner to owners, players to coaches, fans to staff, media members to player alumni, vendors to corporate affiliates, we are committed to serving everyone with the highest degree of integrity and enthusiasm.

Without question, you can count on Arizona's people at every level to make the next Super Bowl held in our state a landmark event for the NFL. The people of Arizona would be greatly honored to be a part of this American phenomenon and are dedicated to making Super Bowl XLII the best ever.

Arizona is Super Ready.



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Bid
Response

A Stadium

1. Stadium Building Descriptive Information

*Cardinals Stadium
95th Avenue and Maryland Avenue
(Southeast corner of Glendale Avenue and Loop 101)
Glendale, Arizona*

CARDINALS STADIUM. Cardinals Stadium will be a state-of-the art domed Stadium featuring a retractable roof and rollout field of natural-grass that is assured to provide optimal playing and spectating conditions in any climate. The Cardinals Stadium is located in the City of Glendale just east of Loop 101 and south of Glendale Avenue, conveniently located with easy access to and from major freeways.

STADIUM FLOOR. The Cardinals Stadium floor covers 110,000 square feet. The playing surface dimension of the Stadium field is 272 x 405 feet. In addition, there is 376,660 square feet of available space on the Service Level. Existing space consists of 247,060 square feet while 129,600 square feet of entombed space is fully flexible and can be converted on a temporary basis for Super Bowl XLII requirements.

STADIUM FIELD. The stadium field will feature a natural-grass playing surface and will be delivered in top quality condition to the NFL. Tarpaulins are not necessary due to the retractable roof. The Arizona Host Committee will work with the Arizona Cardinals to ensure that the field will be in top-quality condition. If, in the opinion of the NFL, the field is not in top quality or is too worn from other events, the NFL may re-sod the field at its own expense.

TOTAL STADIUM SEATING CAPACITY. The total permanent seating capacity is 65,500 with expansion capabilities to 75,000 seats, which is preliminary based on the final design.

TOTAL SALABLE SEATING CAPACITY (less auxiliary press seating) is 73,800.

• Salable General Seats:	64,740
• Salable Club Seats:	7,460
• Salable Box Suites/seats:	88 / 1,600
• Salable Seats Between the End Lines:	TBD

TEMPORARY SEATING. There will be approximately 9,500 temporary seats that are owned by the Tourism and Sports Authority, which have been designed to fit in the southeast tunnel. Temporary seating will be identical to the seats that will be utilized for the Fiesta Bowl; however, the style and

type of seat have yet to be determined. There is no cost for installation of these temporary seats. Temporary seating plans are attached as Exhibit II.A.1.f.

GENERAL SEATING IN THE STADIUM. Individual seats consist of seat backs, armrests, and cup holders.

SPECIAL SEATING IN THE STADIUM. Club and Suite Level seats will consist of padded 21"-wide seats with armrests and cup holders.

DISABLED SEATING. All ADA requirements for disabled seating will be met at Cardinals Stadium and consist of:

- Approximately 310 disabled seats and 310 companion seats will be available on all seating levels above the Field Level.
- Assisted listening devices and family toilets will be provided.

PRESS BOX SEATING. The Press Box is in the southwest corner of the Suite Level and consists of approximately 11,700 square feet of working and support space adequately supplied with power, telephone, and high-speed Internet access, as follows:

- One-hundred-fifty-five (155) permanent seats for the writing press
- Five (5) broadcast booths
- One (1) game official's booth
- One (1) replay personnel booth
- One (1) scoreboard control booth

In addition, the following booths are located at the 50-yard line on the west side of the Suite Level:

- One (1) network broadcast booth
- Two (2) coaches' booths

AUXILIARY PRESS. Accommodations for auxiliary press will be directly above the Press Box on the Upper Level. There are no current plans for power supply, telecommunications, and high-speed Internet access in the proposed auxiliary press area. The Arizona Host Committee estimates that 1,200 seats will be eliminated to accommodate the auxiliary press, although the exact number is unknown at this time. The additional broadcast booths can be temporarily constructed in the future suite areas.

The network position for coverage of pre-game activities will not obstruct seats; however, plans call for a reduction of the temporary seating capacity located in the southeast endzone, which will require a hydraulic lift that can be lowered during the playing of the game. Because the temporary seating plan has not been finalized, the number of reduced temporary seats for the placement of the network position is unknown at this time.

The cost and source of funding for the auxiliary press is also unknown at this time. Final designs will be provided to the NFL as soon as they become available. Temporary Working Spaces' and Booths' architectural renderings are attached as Exhibit II.A.1.k.

POST-GAME PRESS CONFERENCES. NFL requirements will be met for the post-game conferences, which are proposed to be located in an entombed space adjacent to the locker rooms on the Service Level. This unfinished space requires temporary lighting and finishes. The cost and source of funding are unknown at this time. The current Stadium design includes a 1,550 square-foot press conference room with two 400 square-foot interview rooms that will not meet the NFL requirement but is available for use by the NFL for other purposes. Post-Game Press Conferences' architectural renderings are attached as Exhibit II.A.1.l.

POST-GAME MEDIA WORK ROOM. NFL requirements will be met for the post-game media work room, which is proposed to be located in an entombed space on the opposite side of the locker rooms on the Service Level. This unfinished space requires temporary lighting and finishes. The cost and source of funding are unknown at this time. The current Stadium design includes a 1,145 square-foot Broadcast pressroom and a 720 square foot room for photographers that will not meet NFL requirement but is available for use by the NFL for other purposes. Post-Game Press Conferences' architectural renderings are attached as Exhibit II.A.1.m.

ELECTRICAL OUTPUT. Cardinals Stadium is being designed to meet current NFL requirements for electrical output. The cost and source of funding for electrical power are unknown at this time.

FIELD LIGHTING. Cardinals Stadium is being designed to meet the 150-foot candle requirement and all other NFL requirements. Catwalks exist for placement of additional spotlights, if needed. Some of the sports lights will be instant re-strike to meet emergency lighting requirements. Full-level intensity will be achieved in less than 10 minutes after the lights are re-started.

STADIUM PUBLIC ADDRESS / SOUND SYSTEM. This system is being designed to meet all of the NFL requirements. There is no need to supplement current plans for the public address sound system.

PRESS BOX SOUND SYSTEM. This system is being designed to meet all of the NFL requirements. There is no current need to supplement the press box sound system.

NOISE ABATEMENT LAWS. A copy of the City of Glendale's current Municipal Code, Chapter 25, Article V is attached as Exhibit II.A.1.r, which the Arizona Host Committee understands will be reviewed by the City of Glendale to determine its applicability to the Stadium.

VIDEO CONTROL ROOM. The video control room will meet all of the NFL requirements as it pertains to being interfaced with the public address control room via a clear-com headset configuration. Playback capabilities for videos will include the ability of being switched or controlled from the video control room as well.

ACCESS TO SUBSTANTIAL POWER AND TELECOMMUNICATIONS LINES. The television compound area located outside of the southeast tunnel of the Stadium will have access to substantial power and telecommunications lines. The adjacent parking lot will be used for television satellite units, which have access to power and telephone lines as is indicated on the Stadium Site Plan.

PHOTOGRAPHERS TRAILER COMPOUND. The compound will be accommodated and provided at no cost to the NFL.



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PHOTOGRAPHER LOCATIONS. The Seating Bowl Level will be utilized for the Team film crews and NFL Films.

INTERVIEW AREAS. NFL requirements will be met for the interview areas, which are proposed to be located in an entombed space adjacent to the locker rooms on the Service Level. This unfinished space requires temporary lighting and finishes. The cost and source of funding are unknown at this time.

STADIUM LOCKER ROOMS AND TRAINING AREAS. NFL requirements will be met for the Stadium locker rooms and training areas. Two large locker rooms and the Cardinals locker room will accommodate 65 players, equipment, and training space, all located on the Service Level of the Stadium. All have separate areas for the coaching staff.

ANCILLARY SPACE. The following groups and ancillary space will be accommodated as follows:

- Cheerleaders: Cardinals NFL Locker Room, Service Level
- Grounds Crew: Field Maintenance Office, Service Level
- Officials: Officials Room, Service Level
- Chain Crew: Chain Crew Room, Service Level
- NFL Staff: Family Waiting/Green Room, Service Level
- Pre-Game Production Team: TBD Available Space, Service Level
- Halftime Production Team: Entombed Space made Temporary, Service Level
- Participants/Entertainers: Outside Bowl, Service Level
- Pre-Game/Half-time Talent: Star Dressing Rooms, Service Level

UNION CONTRACTS. The Stadium Operator has yet to be selected. Selection is anticipated in the fourth quarter of 2003. It should be noted that Arizona is a right-to-work state.

HELIPAD. There is adequate space at Cardinals Stadium to comply with and meet all NFL requirements as it pertains to a helipad location in the parking lot of Cardinals Stadium. In addition, we do not anticipate any costs to accommodate the helipad; however, at this time a helipad location has not been included in the overall site plan, and therefore a map of the location is not attached as Exhibit II.A.1.aa.

In addition, Glendale Airport is located two miles west of the Cardinals Stadium on Glendale Avenue. The airport can accommodate more than 900 landings and takeoffs on game day and can accommodate landings and takeoffs prior to and following game day.

MEDIA LUNCH/BRUNCH. Location recommendations for the Media Lunch/Brunch are either the outside bowl area or Glendale Arena, available at no cost to the NFL. It is unknown at this time what, if any, costs there would be to utilize Glendale Arena. Both facilities exceed NFL requirements of accommodating more than 2,500 guests.

The NFL must utilize the contracted food and beverage concessionaire at either Cardinals Stadium or Glendale Arena.

PHOTO/INTERVIEW DAY. The Photo/Interview Day can be accommodated in either of the two Club Lounges. The NFL must utilize the contracted food and beverage concessionaire at Cardinals Stadium.

ENTERTAINMENT STAGING AREA. The Arizona Host Committee proposes that the 800-1,200 cast members of pre-game and post-game entertainment on Super Bowl XLII Game day be accommodated at the outside bowl area of the Stadium.

The Host Committee recommends utilizing either Mountain Ridge High School or Deer Valley High School, both located in the City of Glendale, as the site for rehearsals during the week immediately prior to the Super Bowl XLII.

ARENA OR SIMILAR VENUE. Glendale Arena is located just north of Cardinals Stadium. The Glendale Arena has been secured in writing for the NFL's use on game day and 10 days prior. There is no charge to reserve Glendale Arena for the NFL's use on game day and 10 days prior to Super Bowl XLII. If Glendale Arena is utilized, the NFL will be charged a rental fee based on the type of event or activity. A copy of the Glendale Arena reservation agreement is attached as Exhibit II.A.1.ee.

2. Stadium Use and Access

ACCESS AND USE OF STADIUM. All football rights are held by the Arizona Cardinals with the exception of the Fiesta Bowl's use of the Stadium for their game and related events (anticipated date of January 2, 2008), which will take place prior to the needs of the NFL.

- The NFL will be given the right to use the Cardinals Stadium on an exclusive basis for 17 days prior to the game.
- The NFL will be given the right to non-exclusive, uninterrupted access to, and use of, the Press Box area, auxiliary media areas, storage areas, etc. for three weeks prior to Super Bowl XLII for construction activity and 10 days after the game for the move-out of equipment and dismantling of construction.
- The Arizona Host Committee and the Tourism and Sports Authority will ensure that the Cardinals Stadium is closed to the public, media, and all other non-Super Bowl XLII game-related staff during the week prior to Super Bowl XLII, except for planned tours approved by the NFL. The Arizona Host Committee and the Tourism and Sports Authority agree that the times of any tours must be determined in consultation with the NFL. The Arizona Host Committee and the Tourism and Sports Authority also understand that the NFL and Stadium management must agree upon responsibility for security, the pricing of tours, revenue sharing, etc. in advance.

- **NOTE:** In the event that the Arizona Cardinals host post-season games, the Arizona Host Committee and the Tourism and Sports Authority assume the NFL will make appropriate allowances for operations.

FIELD CONDITIONS AND PAINTING. The Arizona Cardinals are obligated to maintain the natural grass playing field. The Cardinals will comply with all NFL requirements as noted.

- The Arizona Cardinals agree that the NFL must be consulted and have input into field preparation plans beginning the August prior to Super Bowl XLII through the game itself for the purpose of determining compliance with the Bid Specifications.
- The NFL will have the exclusive right to paint the field according to the Super Bowl XLII theme, including painting the end zones, 25-yard lines, and mid-field with Super Bowl and team logos. The midfield will have been painted for the Fiesta Bowl and may also be painted if the Arizona Cardinals host a post-season game.
- The NFL will have the right to approve the painting of the field if the Arizona Cardinals host a post-season game. However, the NFL will not have the right to approve the painting of the field for the Fiesta Bowl, which will be held approximately 31 days prior to Super Bowl XLII.

STADIUM OPERATIONS. The Stadium will comply with all of the following NFL operations requirements:

- The right to determine and approve everything relating to Stadium operations on Super Bowl XLII game day, including the assignment of meeting rooms, storage and tent space, parking lots, adjacent buildings, etc.
- Consultation with the NFL on all activities planned in the Stadium during the week prior to Super Bowl XLII.

RENT-FREE. Cardinals Stadium and all of the surrounding parking and other areas owned or controlled by the Arizona Cardinals and Tourism and Sports Authority will be provided rent-free to the NFL for the entire period of occupancy.

STAFFING AND OPERATIONAL COSTS. The Cardinals Stadium Operator has yet to be selected. Selection is anticipated in the fourth quarter of 2003.

- The Arizona Host Committee anticipates that game week and game day expenses at Cardinals Stadium will be less than \$500,000, and in any event will not exceed a maximum of \$750,000. Based upon this assumption, the NFL will be responsible for the first \$250,000 of game week and game day expenses at Cardinals Stadium. The Tourism and Sports Authority will be responsible for the costs over \$250,000 and up to \$500,000. If necessary, the Arizona Host Committee will be responsible for costs over \$500,000 and less than \$750,000. The responsibility for any costs over \$750,000 will be negotiated.

- A description of normal staffing requirements and hourly rates for Stadium personnel and personnel for all related areas such as traffic control, private security, public safety officers, ushers, parking attendants, ticket takers is not available at this time, and therefore is not attached as Exhibit II.A.2.e. As a point of reference, the game week and game day costs at Arizona State University's Sun Devil Stadium for the 2003 Fiesta Bowl National Championship game was \$275,000.

SECURITY AND SAFETY PLANNING. Due to the fact that the Stadium Operator has yet to be selected, the Arizona Host Committee is unable to provide the NFL with the name and title of the person who will have direct responsibility for security, fire, and public safety.

CLUB/RESTAURANT FACILITIES. Cardinals Stadium includes a complete Club Lounge Level with a dedicated kitchen, which is capable of holding multiple events.

- The NFL will have exclusive and complete control over this facility during the entire Super Bowl period, which shall commence 10 days prior to game day and shall terminate 48 hours after the conclusion of Super Bowl XLII.

SCOREBOARDS AND VIDEO BOARDS. Cardinals Stadium plans currently include two scoreboards and video boards in the Seating Bowl, which the NFL will have unlimited right to use at no cost to the NFL. The Arizona Cardinals and Arizona Host Committee agree that there will be no video advertising.

- There is currently one advertising agreement in place at Cardinals Stadium with ALLTEL.
- It is not anticipated that there is a need for temporary video boards.

ADVERTISING AND SIGNAGE. The Arizona Cardinals have the exclusive right to control all permanent sponsorship, advertising, and signage at the Stadium. Signage contracts in place prior to September 1, 2007, will not have a release or "window" for the Super Bowl. All existing fixed signage will meet NFL signage policies. New signage after September 1, 2007, will be subject to approval by the NFL.

COMMERCIAL AFFILIATE CONTRACTUAL COMMITMENTS. The Arizona Cardinals have the exclusive right to control all permanent sponsorship, advertising, and signage at the Stadium. Signage contracts in place prior to September 1, 2007, will not have a release or "window" for the Super Bowl. All existing fixed signage will meet NFL signage policies. New signage after September 1, 2007, will be subject to approval by the NFL.

STADIUM NAMING RIGHTS. The Arizona Cardinals have the exclusive right to control the naming rights to the Stadium. The naming rights contract will not have a release or "window" for the Super Bowl. However, the Arizona Cardinals agree that the NFL will be consulted in regard to the naming rights.

SPONSORSHIP SALES. The Arizona Cardinals and the Tourism and Sports Authority will not use "Super Bowl XLII" in its sponsorship sales, promotions, or otherwise, and will not attempt to commercially exploit Super Bowl XLII, unless it obtains the NFL's advance written approval of such use.

INSURANCE. The Tourism and Sports Authority will provide a certificate of insurance evidencing commercial general liability coverage with a limit of liability of no less than \$20,000,000, indemnifying and naming the NFL, its Members, Clubs, and Affiliates as additional insured.

SECURITY PERIMETER. Cardinals Stadium has been designed to facilitate the NFL's requirement to build out a security perimeter around the Stadium.

3. Tickets and Luxury Suites

TICKET SALES. The Arizona Host Committee understands and agrees that:

- The NFL will control all ticket sales.
- The NFL is entitled to retain 100% of the revenues from ticket sales.
- The NFL will control all other access to the Stadium, that is, credentials.
- The NFL will have exclusive access to all Club seats.
- The NFL resolution regarding Host Team ticket allotment applies to this bid.

LUXURY SUITES. The Arizona Cardinals agree to provide the NFL exclusive access to 55 of the 88 luxury suites, and agree to the following:

- 75% of those suites will be between the end lines.
- 16 of those Suites will be consecutively positioned.
- Four 50-yard line Suites will be available for the NFL.
- Existing suite holders will have the right to purchase six tickets in a non-NFL suite. A total of 576 suite tickets will need to be purchased from the NFL to satisfy the obligations of the Stadium Suite licensees.
- A sample suite lease and list of existing lease renewal dates are not available at this time and therefore are not attached as Exhibit II.3.b.

TICKET HOLDER AGREEMENTS. The Arizona Cardinals agree to include in its leases and agreements a clause that appraises all suite holders that:

- NFL ticket terms and conditions apply.
- Any agreement to sell Super Bowl tickets at a price per ticket higher than the face value printed on the ticket, or to sublease a Suite or assign any leaseholder rights with respect to Super Bowl XLII, is void.
- The NFL will not honor "scalped" tickets and will not be bound by any such agreement unless approved in advance by the NFL.

4. Novelties and Programs

NOVELTIES AND PROGRAM SALES VENDOR. A novelty and program sales contractor has not yet been selected. However, the NFL will have the exclusive right to sell novelties and programs both inside and outside of the Stadium and will retain 100% of net revenues for novelties and program sales. No other relevant information, including provisions relating to Super Bowl XLII, are known or available at this time.

EXCLUSIVE RIGHTS FOR PROGRAM SALES. The Arizona Cardinals will grant the NFL exclusive rights to sell programs in Cardinals Stadium, its parking lots, and any stadium-related property during Super Bowl period.

EXCLUSIVE RIGHTS FOR NOVELTY SALES. The Arizona Cardinals will grant the NFL exclusive rights to all novelty sales in Cardinals Stadium, its parking lots, and any stadium-related property during Super Bowl period.

PROHIBIT SALES. By granting the NFL exclusive rights to the sale of merchandise, the Arizona Cardinals and Tourism and Sports Authority will prohibit the sale of any related merchandise, programs and novelties at Cardinals Stadium, including the Stadium retail store(s), during the Super Bowl period.

- The City of Glendale agrees to prohibit all temporary vendors' licensing during the Super Bowl Period for the area within a one-mile radius of the Stadium property boundaries. Furthermore, permits will only be granted to existing merchants with retail licenses for the ability to sell as an extension of premises. The City of Glendale staff is currently in the process of preparing draft ordinances in regard to all activities surrounding Cardinals Stadium and the Glendale Arena, including merchandise vending. It is the intention of the City of Glendale to comply with the needs of the NFL, and in fact, the staff encourages dialogue with NFL staff in drafting such ordinances. Adoption of ordinances is anticipated in Fall 2004.
- A diagram defining the specific boundaries of the exclusive zone for NFL novelty and program sales is not available at this time; and, therefore is not attached as Exhibit II.A.4.d.

NOVELTY VENDING STANDS. The NFL will have access to the existing three (3) permanent (200 square-foot) novelty stands in Cardinals Stadium for the Super Bowl Period. In addition, two (2) temporary (150 square-foot) novelty stands may be utilized. At the NFL's discretion, additional temporary stands may be installed as long as exits are not blocked and adequate circulation is maintained.

STADIUM STORE(S). The NFL will have access to the 4,000 square-foot Stadium retail store located at the main northeast entrance. The Arizona Cardinals control the Team Store and will work with the NFL during the Super Bowl period and agrees to obtain NFL advanced approval of any commemorative products relating to Super Bowl XLII.

CONCESSIONAIRE PAYMENTS. Any Arizona Cardinals credit card/debit card contracts in place before September 1, 2007 will not have a release or "window" for the Super Bowl. If a team credit/debit card contract is not in place before September 1, 2007, the concessionaire will agree to accept only cash or NFL preferred credit/debit cards.

NOVELTY AND PROGRAM INVENTORY SPACE. There is a permanent 8,000 square foot secured novelty storage area within the Stadium located on the Service Level that will be available to the NFL. In addition, the NFL has the option to utilize available entombed space also located on the Service Level that can be improved upon and converted on a temporary basis. If the NFL chooses to utilize the undeveloped space, the cost to construct the space and the source of funding is unknown at this time.

STADIUM LIKENESS. The NFL has the right to utilize, at no cost, the Stadium's likeness, name and graphics logo, in theme art, and merchandising relating to Super Bowl XLII.

5. Food and Beverage Concessionaire

EXISTING CONTRACT(S) FOR FOOD AND BEVERAGE. Contracts for the purposes of sales both inside and outside of Cardinals Stadium have been granted exclusively to Centerplate (formerly Volume Services) for the term of four years. The NFL will retain 100% of the net concession revenues for Super Bowl XLII.

COOPERATE WITH THE NFL. The Arizona Cardinals control all permanent Stadium sponsorship, advertising and signage including branded products. The NFL will have the approval of product packaging, souvenir cups, uniforms and other commemorative items.

SERVING ALCOHOLIC BEVERAGES. The concessionaire agrees to stop serving alcoholic beverages before the conclusion of Super Bowl XLII at a time to be determined by the NFL in the interest of public safety and subject to applicable state laws.

NFL APPROVAL OF FINAL MENU AND PRICE LIST. The concessionaire agrees that the NFL will have final approval of the menu and price list for food and beverages on Super Bowl XLII game day in order to confirm that the items and/or their branding do not conflict with Commercial Affiliates and prices will not exceed those charged for regular-season games. Generic containers will be used if any menu items conflict with Commercial Affiliates' products.

As noted previously, Arizona Cardinals credit card/debit card contracts in place before September 1, 2007, will not have a release or "window" for the Super Bowl. If a team credit/debit card contract is not in place before September 1, 2007, the concessionaire will agree to accept only cash or NFL preferred credit/debit cards.

SPECIAL MENU AND PRICE LIST. The concessionaire agrees to provide a special menu and price list for catering of the suites allotted to the NFL.

PERMIT THE NFL TO PROVIDE FOOD AND BEVERAGE PRODUCTS. The concessionaire agrees to permit the NFL to provide food and beverage products of its own choice in the media refreshment area, locker rooms and other back-of-house working areas, without any financial or other obligation.

EXISTING CONCESSIONAIRE. The existing concessionaire must be utilized by the NFL and cannot be replaced during the Super Bowl period with another concessionaire. As previously noted, the NFL will receive 100% of the net concessionaire revenues. A pro forma for revenues/expenses for food and beverage concession sales at the Stadium is unavailable; and, therefore is not attached as Exhibit II.A.5.g.

6. Construction at the Stadium

RECOMMENDED CONTRACTORS. A list of recommended contractors for any temporary construction at Cardinals Stadium will be provided following the construction of the Stadium based on performance and the needs of the NFL and television network. In addition, the Arizona Host Committee will coordinate efforts with the City of Glendale to utilize a number of agencies and organizations the city works with as a resource, which includes contacts for minority- and women-owned businesses.

WAIVERS FOR TEMPORARY STRUCTURES CONSTRUCTION. The City of Glendale has agreed to provide waivers to the NFL for temporary structure construction for auxiliary press, additional working spaces and booths, post-game press conferences, etc. A resolution from the City of Glendale is attached as Exhibit II.F.10.

7. Stadium Parking

STADIUM-OWNED OR CONTROLLED PARKING. The Arizona Cardinals, Arizona Tourism and Sports Authority and the City of Glendale have agreed to provide the NFL with all 14,000 outside spaces on Cardinals Stadium site, 6,000 garage spaces at the adjacent Glendale Arena, and an additional 6,000 spaces within one mile of the Stadium that will require a shuttle system. Due to the submitted Stadium site plan, it is anticipated that the majority of parking will need to be off premise and will require shuttle buses. Prices have not been set for the Stadium or the Super Bowl. As a point of reference, it is anticipated that parking charges will be a minimum of \$25 per space for the Fiesta Bowl on-site and \$15 per space for adjacent and off-site parking.

EXCLUSIVE, COST-FREE PARKING ON GAME DAY. The Arizona Host Committee will meet the requirements of the NFL for exclusive, cost-free parking needs of all NFL-related groups including 350 bus parking in close proximity to the Stadium, 35 spaces for media, 25 spaces for each team, up to 50 spaces for half-time personnel, and a minimum of 100 spaces for NFL Properties, Member Club buses, etc. All spaces will be in a well-lit area for post-game departures up to five (5) hours following Super Bowl XLII.

EXCLUSIVE, COST-FREE PARKING FOR GAME WEEK. The Arizona Host Committee will meet the requirements of the NFL for exclusive, cost-free parking needs at the Stadium for the NFL, participating teams, and network staff during the week preceding Super Bowl XLII.

GAME OPERATIONS PARKING SPACE USAGE. The Arizona Cardinals and the Arizona Tourism and Sports Authority have agreed that parking areas utilized for Super Bowl XLII game operations or NFL Official Events, such as tented media areas or hospitality, etc. will be provided at no cost to the NFL.

DISABLED PARKING. The Arizona Host Committee will meet the requirements of the NFL for disabled parking at Cardinals Stadium.

PARKING CHARGES. The Arizona Host Committee agrees that parking charges on Super Bowl XLII game day will be consistent with those charged for regular-season Arizona Cardinals games and the Fiesta Bowl.

- A parking surcharge is included in the proposed cost of all NFL regular season tickets.

- A \$25.00 per vehicle charge for on-site parking and \$15 per vehicle for adjacent and off-site parking is currently planned for the Fiesta Bowl.

PARKING NET REVENUES. Revenues generated from the sale of Super Bowl XLII game day parking at stadium-owned or controlled parking spaces, adjacent parking at Glendale Arena, and off-site parking will be paid to the NFL. Any costs associated with the operation of all parking lots on game day, including the design, printing and sale of permits, and shuttle buses will be the responsibility of the NFL.

BUS AND LIMOUSINE DRIVERS' HOSPITALITY. The hospitality area for the 3,000 bus and limousine drivers will be located at the adjacent Glendale Arena on Super Bowl XLII Game day. The City of Glendale has agreed to provide the use of Glendale Arena at no charge to the NFL. Whether the existing caterer will allow a NFL sponsor to provide food and beverage for this function is unknown at this time.

HANDBILLS, FLYERS, OR OTHER MATERIALS. The Arizona Host Committee will comply with the NFL requirement that handbills, flyers, or other materials will not be distributed at the Cardinals Stadium, its parking lots and any Stadium-related property during the Super Bowl period without the prior written approval of the NFL.

The City of Glendale staff is currently in the process of preparing draft ordinances in regard to all activities surrounding Cardinals Stadium and the Glendale Arena, including the handbills, flyers, and other material distribution. It is the intention of the City of Glendale to comply with the needs of the NFL. In fact, the staff encourages dialogue with NFL staff in drafting such ordinances. Adoption of ordinances is anticipated in Fall 2004.

8. Stadium Service Providers

FINANCIAL LIABILITY BY THE NFL. Due to the fact that the Cardinals Stadium is currently under construction and that many of the vendors including Stadium management have yet to be identified, the Arizona Host Committee cannot identify any circumstances for which the NFL could be made financially liable for displacing existing service providers, lessees, or other third parties with rights at the Stadium (i.e. parking, novelties, concessions).

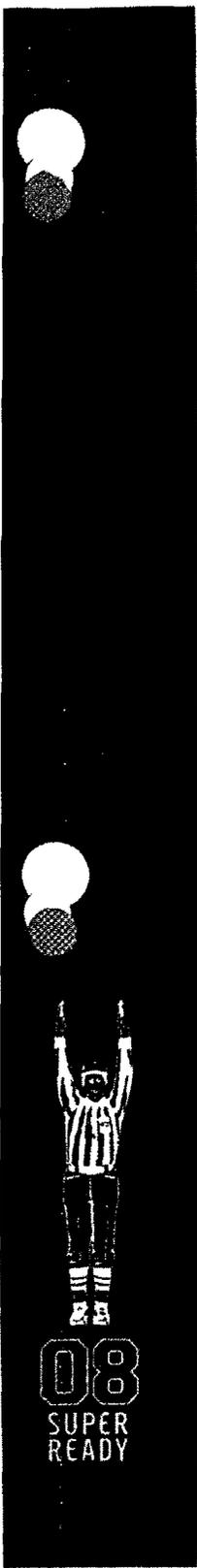
CONFIRM FINANCIAL LIABILITY. Due to the fact that Cardinals Stadium is currently under construction, and that many of the vendors including Stadium management have yet to be identified, the Arizona Host Committee is not in a position to be held liable in place of the NFL for any such liability not fully disclosed in these Bid Specifications. However, The Arizona Host Committee has provided the NFL with a schedule for the stadium as well as the infrastructure design and construction schedule. It will be the responsibility of the Arizona Host Committee to update and keep the NFL informed of the schedule progress and completion status.

9. Attachments

STADIUM MEMORANDUM OF UNDERSTANDING. A signed Memorandum of Understanding by the Tourism and Sports Authority indicating an agreement to the matters described above relating to the Stadium and its other areas of authority, responsibility, or control is attached as Exhibit II.A.9.

LETTER FROM ARIZONA CARDINALS TEAM OWNER. A letter from William V. Bidwill, President of the Arizona Cardinals, indicating agreement to the matters described above relating to the Stadium and its respective areas of authority, responsibility, or control is attached as Exhibit II.F.10.

MAP OF STADIUM, PARKING, AND SURROUNDING AREAS. A map of the Arizona Cardinals and Tourism and Sports Authority owned or controlled areas of Cardinals Stadium, parking, and surrounding areas is attached as Exhibit II.F.11.



B Hotels

1. General Public

QUALITY HOTEL ROOM ACCOMMODATIONS. Greater Phoenix is proud to have more than 55,000 quality hotel rooms within a 60-minute drive of Cardinals Stadium, well within the NFL requirement of 35% as many quality hotel rooms as there are seats in the Stadium. The Valley of the Sun is famous for its luxurious 4-star and 5-star resorts and spas and is proud to have added the Four Seasons, JW Marriott, Sheraton and Westin to its list of impressive resorts and hotels. In fact, there are more top destination resorts concentrated in Phoenix than any other city in the country. Per the NFL's request, a four-column table listing the name, address, total number of rooms and suites, etc. is attached as Exhibit II.B.1.a.

FIRM AND BINDING ADVANCE COMMITMENTS. 103 hotels have provided the Arizona Host Committee with pertinent information in regard to the "anti-gouging" agreement as provided by the NFL. Copies of the one-page agreements are attached as Exhibit II.B.1.b.

REQUIRED HOTEL ROOMS. The percentage of required hotel rooms that have signed an anti-gouging agreement exceeds 100% in terms of the NFL requirement of 35% as many quality hotel rooms as there are seats in the Stadium. The Arizona Host Committee will continue to acquire anti-gouging agreements from as many hotels in the Greater Phoenix area as possible through December 2004.

METHODS TO ENFORCE ANTI-GOUGING AGREEMENT. Methods include the Greater Phoenix Convention & Visitors Bureau and the Valley Hotel and Resort Association monitoring the hotel rates set forth by member hotels to deter inappropriate pricing and/or terms. In addition, the Arizona Host Committee's Hospitality/Lodging Sub-Committee, comprised of local hotel industry leaders, will assist to enforce the anti-gouging agreement.

WRITTEN PLAN FOR HOTEL RESERVATION SYSTEM. The Arizona Host Committee, with assistance from the Greater Phoenix Convention & Visitors Bureau, will contract with a local hotel reservation company to provide the general public with a toll-free Hotel and Information Hotline and an Internet Reservation System. These systems will provide the general public with information on the special events surrounding the Super Bowl, destination information, and the opportunity to secure individual room accommodations beginning in August 2007, the year preceding Super Bowl XLII. The local hotel reservation company will work closely with the Arizona Host Committee, NFL, and all local Convention & Visitors Bureaus.

A 5% hotel fee will be charged for any reservations that are made through the "Hotel Hotline" and Internet Reservations System.

2. NFL-Related Groups

HOTELS COMMITTING UP TO 19,000 TOP-QUALITY ROOMS. The required 19,000 top-quality rooms have been obtained for NFL-related groups. As requested, all pertinent information about the hotel and number of rooms reserved is attached in chart format as Exhibit II.B.2.a and will also be provided in computer disk format. In addition, copies of all signed Hotel Agreements are attached as Exhibit II.B.2.b

The City of Glendale is currently in the final phase of negotiation regarding development of a 1,000-room, 4-star resort and conference center immediately north of the Stadium site. The facility is anticipated to open in the first quarter of 2007. The developers are aware of the Super Bowl requirements and plan to work closely with the NFL to ensure compliance.

PERCENTAGE OF REQUIRED HOTEL ROOMS COMMITTED. Pursuant to a fully signed hotel agreement, 100% of the required 19,000 top-quality hotel rooms have been committed for Super Bowl XLII. The Arizona Host Committee understands and agrees that the NFL has the discretion to designate the groups assigned to each available hotel. Based on the NFL's stated requirements, the Arizona Host Committee recommends the following properties for the specified groups.

NFL/MEDIA HEADQUARTERS. The recommended hotels that meet the NFL's criteria of being a top-quality hotel and are available to the NFL include the following:

- Hyatt Regency Phoenix 712 rooms
- Wyndham Hotel Phoenix 532 rooms

The Hyatt Regency Phoenix and/or Wyndham Hotel Phoenix agree to provide NFL staff office space for approximately 100 people (50 separate offices) commencing nineteen (19) days prior to Super Bowl XLII and continuing through the Tuesday after the game.

All banquet and meeting space at both the Hyatt Regency Phoenix and the Wyndham Hotel Phoenix have been reserved for the NFL at no cost.

HYATT REGENCY PHOENIX is located in Downtown Phoenix, across the street from Phoenix Civic Plaza Convention Center. Conveniently located near Sky Harbor International Airport, this 650-room property includes 42,000 square feet of public function space, including 15 meeting rooms. The Hyatt Regency will charge the NFL its cost for any telephone system and Internet access needs.

WYNDHAM HOTEL PHOENIX is located in Downtown Phoenix, a short one-block walk to Phoenix Civic Plaza. Conveniently located near Sky Harbor International Airport, this property offers more than 57,000 square feet of function space. The hotel's 532 guest rooms and suites feature free Cisco® High-Speed Internet access, and a two-line 900MHz cordless phone. Wyndham agrees to waive all applicable telephone, computer, and Internet installation and wiring surcharges.

ADDITIONAL MEDIA HOTELS. There are seven (7) hotel properties adjacent to or near the recommended NFL/Media Headquarters. The rate at these hotels will be at least 40% less than the published rack rate for a double room and equal to or less than the room night rate at the



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headquarters hotel. Each of these properties listed below will also hold all meeting space for the NFL according to the specifications stated in the bid package:

- Hilton Garden Inn Phoenix/Midtown 156 rooms
- Hilton Suites Phoenix 226 rooms
- Holiday Inn Express Downtown Phoenix 90 rooms
- Holiday Inn Midtown 183 rooms
- Hotel San Carlos 121 rooms
- Ramada Inn Downtown 163 rooms
- Springhill Suites by Marriott Downtown Phoenix 122 rooms

NFL FAMILY HOTELS. The Arizona Host Committee proposes two top-quality resort properties that meet the NFL's criteria and are available to the NFL:

- Arizona Biltmore Resort and Spa 700 rooms
- The Phoenician 654 rooms

TELEVISION NETWORK HOTELS. Three top-quality resort properties that meet the NFL's criteria and are recommended by the Arizona Host Committee for the networks' top executives and sales departments include the following:

- Fairmont Scottsdale Princess Resort 650 rooms
- Four Seasons Scottsdale at Troon North 210 rooms
- Hyatt Regency Scottsdale at Gainey Ranch 493 rooms

Top-quality hotels recommended by the Arizona Host Committee for the network production staff:

- Ritz Carlton Hotel Phoenix 281 rooms
- Sheraton Crescent Hotel 342 rooms
- The Wigwam Resort 331 rooms

Quality hotels recommended by the Arizona Host Committee for the network technical staff:

- La Quinta Inn & Suites Glendale/Peoria 108 rooms
- Springhill Suites by Marriott Glendale/Peoria 89 rooms

PARTICIPATING TEAM HOTELS. The Arizona Host Committee recommends three top-quality resort properties that have agreed to the requirements of serving as a team hotel:

- **Pointe South Mountain Resort** 640 rooms
- **Sheraton Wild Horse Pass Resort and Spa** 500 rooms
- **Westin Kierland Resort and Spa** 700 rooms

POINTE SOUTH MOUNTAIN RESORT is the largest all-suite resort in the Southwest with 640 suites, 95,000 square feet of meeting space, four dining establishments, an 18-hole championship golf course, 38,000 square-foot fitness center and spa, tennis courts, horse riding, mountain biking, hiking, and jogging through South Mountain Park and Preserve. The resort also offers the world's largest municipal park and six swimming pools including the Oasis, one of the nation's largest resort water adventures – all located on 300 acres adjoining South Mountain Park.

SHERATON WILD HORSE PASS RESORT AND SPA with 500 rooms, 100,000 square feet of indoor/outdoor meeting space, two dining establishments, two distinct 18-hole Troon-managed golf courses, a 17,000 square-foot spa, tennis courts, jogging trails, and the Koli Equestrian Center for riding lessons, trail rides, and outdoor events. The resort also provides four pools with cascading waterfalls and a 111 foot waterslide designed after the Casa Grande Ruins – all located in the Sonoran Desert on the Gila River Indian Reservation and designed to be an authentic representation of the Gila River Indian Community heritage and culture.

WESTIN KIERLAND RESORT AND SPA is located in northeast Phoenix, adjacent to Kierland Commons, a 38-acre specialty retail development featuring shops, boutiques, and restaurants. This 735-room resort with mountain views and 160,000 square feet of meeting space offers a multitude of civilized charms from exceptional dining and entertainment to a spa that honors the healing cultures of old Arizona to 27 holes of Troon-managed, world-class golf at the Kierland Golf Club.

Per the requirements of the NFL, the Arizona Host Committee and the proposed team hotels agree to the following:

- The Arizona Host Committee will provide 840 room nights per team at no cost to the NFL, which represents 120 rooms per participating team for seven nights.
- All of the proposed team hotels have agreed that the rate for the 120 rooms will be at least 40% less than the published rack rate for a double room.
- All of the proposed team hotels agree in principle to provide use of all meeting/banquet space (which exceeds the requirement of 25,000 square feet of space) during the period required by the NFL.
- All of the proposed team hotels have ensured quality security.
- Each of the hotels is in close proximity to the practice sites.
- All of the proposed team hotels agree to provide at least 10,000 square feet for the team press conferences.

- The Arizona Host Committee plans to house a hospitality area at each of the team hotels. The hotels have agreed to allow the Host Committee to bring food and beverage into the hospitality areas.
- Greater Phoenix has ample long-term housing options near Cardinals Stadium and the team hotels. Options include Extended Stay in Peoria, as well as Suite America locations throughout Greater Phoenix.
- As requested, letters from each hotel general manager stating their interest in housing a team is attached as Exhibit II.B.2.h.

TEAM SPILLOVER HOTELS. There are a number of top-quality hotels that meet the NFL's criteria and are in proximity to the proposed team hotels that are recommended by the Arizona Host Committee for the AFC and NFC Champions:

• Doubletree Guest Suites Phoenix	242 rooms
• Embassy Suites Phoenix Scottsdale-A Golf Resort	270 rooms
• Fiesta Inn Resort	270 rooms
• Millennium Resort – Scottsdale McCormick Ranch	175 rooms
• Phoenix Airport Marriott	347 rooms
• Scottsdale Marriott at McDowell Mountains	270 rooms
• Tempe Mission Palms	303 rooms
• Wyndham Buttes Resort	353 rooms

Also in proximity to both team hotels being recommended by the Arizona Host Committee for the AFC and NFC Champions ancillary groups are the following top-quality hotels:

• AmeriSuites Arizona Mills	128 rooms
• Best Western Grace Inn at Ahwatukee	160 rooms
• Holiday Inn Express Hotel & Suites Chandler	125 rooms
• Residence Inn Tempe	160 rooms
• Springhill Suites by Marriott Tempe	101 rooms
• Wyndham Garden Hotel Chandler	159 rooms

NFL-AFFILIATED ORGANIZATIONS PRIMARY HOTEL. The Arizona Host Committee proposes one top-quality resort property that meets the NFL's criteria for the NFL-Affiliated organizations:

- JW Marriott Desert Ridge Resort & Spa 950 rooms

Other top-quality hotels that meet the NFL's criteria for NFL-Affiliated organizations, in addition to key hotels suggested under television networks, include the following:

- Doubletree Paradise Valley Resort 387 rooms
- Marriott's Camelback Inn Resort & Spa 427 rooms
- Pointe Hilton Resort at Squaw Peak 564 rooms
- Pointe Hilton Resort at Tapatio Cliffs 584 rooms
- Radisson Resort & Spa Scottsdale 318 rooms

NFL STAFF HOTELS. Two properties that are located near Cardinals Stadium that are available and recommended for half-time show production staff, field preparation crew, and NFL Experience staff:

- La Quinta Inn & Suites Glendale/Peoria 108 rooms
- Springhill Suites by Marriott Glendale/Peoria 89 rooms

NFL YOUTH FOOTBALL CLINIC HOTEL. The Arizona Host Committee will secure sixty (60) rooms for three nights on a complimentary basis for NFL Youth Football Clinic players, traditionally held the weekend before the Super Bowl Game, at Hyatt Regency Phoenix or Wyndham Hotel Phoenix, the proposed NFL/Media Headquarters' Hotels.

WRITTEN LETTERS OF COMMITMENT. The applicable area convention and visitors bureaus that will work with the NFL on hotel assignments for the NFL-related groups are attached as Exhibit II.B.2.n include the following:

- Greater Phoenix Convention & Visitors Bureau
- Scottsdale Convention & Visitors Bureau
- Tempe Convention & Visitors Bureau

HOTEL SURCHARGE PROGRAM. The Arizona Host Committee has established a Hotel Fee program that includes all NFL Block Hotel room rates during the reservation period, whether or not part of the Super Bowl Rooms, wherein the hotel operator will agree to include a 5% occupied room night fee. This program will not apply to NFL and affiliate staff rooms, nor media and team hotels as determined and specified by the NFL.

In addition, the Arizona Host Committee will establish a general public hotel fee program that includes all hotel rooms reserved through a toll-free and website reservation system, wherein the hotel operator will agree to include a 5% occupied room night fee for the reservation service.

3. Media Center

The Arizona Host Committee has reserved the Phoenix Civic Plaza's new 170,000 square-foot Terrace Conference Building for the Super Bowl XLII Media Center at no cost to the NFL. This state-of-the-art facility will be wireless for a high-tech environment. The Phoenix Civic Plaza is conveniently located near the recommended headquarter hotels. The Terrace Conference Building consists of three levels as follows:

- Subterrain Level consists of 70,000 square feet of exhibit space.
- Street Level consists of 50,000 square feet of meeting room space.
- Upper Level consists of a 50,000 square-foot ballroom.

Per the requirements of the NFL, the Phoenix Civic Plaza will provide exclusive use of the following space commencing at 12:01 a.m. on the Wednesday the week prior to the Super Bowl XLII and terminating the Monday following the Super Bowl XLII for a total of 12 days:

- At least 20,000 square feet of space to accommodate 100 typing positions, and 100 additional work positions and separate communications areas for fax machines, telex machines, Internet access, and telephones.
- At least 15,000 square feet of adjacent space for registration and information areas.
- 5,000 square feet of space for a hospitality lounge.
- 3,000 square feet of space for live radio broadcasts.
- Ballroom with at least 15,000 square feet for major press conferences and parties.
- The Phoenix Civic Plaza agrees to waive any applicable telephone, computer, and Internet installation and wiring surcharges.
- A copy of the Phoenix Civic Plaza's standard lease agreement is attached as Exhibit II.B.3.

4. Novelties and Environmental Design Elements

The percentage of all hotels identified in the bid and subject to the Hotel Agreement that have agreed to:

- Grant the NFL the exclusive, cost-free right to sell Super Bowl Game-related novelties on hotel property is 100%.
- Install environmental design elements relating to the Super Bowl Game in and around hotel property is 100%.

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Transportation

1. Transportation Requirements

MOTOR COACHES. The Arizona Super Bowl Host Committee has secured the use of more than 314 buses, which represents 105% of the required 300 buses for use by the National Football League.

LIMOUSINES. The Arizona Super Bowl Host Committee has secured the use of 185 limousines, which represents 285% of the required 65 limousines for use by the National Football League.

ADDITIONAL BUSES. The Arizona Super Bowl Host Committee has secured the use of 100 buses, which represents 100% of the required 100 "school" buses for use by the pre-game and half-time shows, crews, and staff.

BINDING COMMITMENTS FROM TRANSPORTATION COMPANIES. Attached as Exhibit II.C.1 are copies of firm and binding commitments from transportation companies, including guarantees on rates, availability, and numbers of buses and limousines using the Transportation Agreement form II.C.1.

2. Taxi Company Commitments

BINDING COMMITMENTS FROM TAXI COMPANIES. Attached as Exhibit II.C.2 are copies of firm and binding commitments from taxi companies agreeing that the rate during the Super Bowl Period will be no more than 10% above the regularly charged rate for the end of January 2007, the year prior to Super Bowl XLII. As a point of reference, the taxi industry is regulated through a City of Phoenix ordinance as it pertains to Phoenix Sky Harbor International Airport.

3. Rental Car Company Commitments

BINDING COMMITMENTS FROM RENTAL CAR COMPANIES. Attached as Exhibit II.C.3 are copies of firm and binding commitments from rental car companies agreeing that the rate during the Super Bowl period will be no more than 10% above the regularly charged rate for the end of January 2007, the year prior to Super Bowl XLII.



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4. Transportation Type and Quantity

VEHICLE QUANTITY AND TYPE. The following is the total number of each type of vehicle ordinarily present in Greater Phoenix:

• Buses	400
• Limousines	350
• Taxis	1,100
• Rental Cars	25,000



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D Telecommunications

Following is information on telephone providers for Cardinals Stadium, Phoenix Civic Plaza, Hyatt Regency Phoenix, and Wyndham Hotel Phoenix:

CARDINALS STADIUM. The telecommunications company for Cardinals Stadium has not yet been determined.

PHOENIX CIVIC PLAZA is the recommended facility to serve as the Media Center. The on-site IT contact for the Phoenix Civic Plaza:

Brian Hennessey
Phoenix Civic Plaza
111 N. 3rd Street
Phoenix, AZ 85004
(602) 495-5687

HYATT REGENCY PHOENIX is the recommended hotel to serve as the primary NFL/Media Headquarters' Hotel. The local telephone company provider and the contact for the Hyatt Regency Phoenix:

Stacy Nichols
Hyatt Regency Phoenix
122 N. 2nd St.
Phoenix, AZ 85004
(602) 252-1234

WYNDHAM HOTEL PHOENIX is the recommended hotel to serve as the secondary NFL/Media Headquarters' Hotel. The on-site IT contact for the Wyndham Hotel Phoenix:

Eric Pang
Wyndham Hotel Phoenix
100 N. 1st St.
Phoenix, AZ 85004
(602) 333-5105



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E Practice Sites

I. Venues

ARIZONA CARDINALS TRAINING FACILITY, a 94,000 square-foot state-of-the-art facility sporting desert building materials and three and one-half acres of Sonoran desert landscaping located in south Tempe, will serve as the practice site for the NFC Champions.

The first floor consists of player facilities that include the training area, an auditorium, locker room, hydrotherapy (15-player in-floor jacuzzi and cold plunge) and spa rooms, indoor/outdoor weight-training room, offensive and defensive meeting rooms, and film/videotape rooms. All open to three playing fields (one lighted) on nearly five acres of land.

Tifway 419 sod covers seven and one-half acres on the east side of the building and includes three laser-leveled side-by-side practice fields. Underneath lies a complex lateral piping, sub-drainage system constructed with drainage tiles that accommodate as much as three inches of rain water that can be drained from all three fields, making them playable within three hours.

ARIZONA STATE UNIVERSITY'S KAJIKAWA FOOTBALL PRACTICE FACILITY, located just east of ASU's Sun Devil Stadium in North Tempe, will serve as the practice site for the AFC Champions.

The practice site includes two outdoor, lighted regulation fields of bermuda grass over-seeded with perennial rye seed. In addition, a lighted 80-yard Astroturf field is available for use. Play clocks, period boards, and a speaker system are available at the practice site in addition to the items listed under the NFL's facility specifications.



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FACILITY SPECIFICATIONS	CARDINALS TRAINING FACILITY	ASU FOOTBALL PRACTICE FACILITY
CLASS AAA FIELDS	Three outdoor regulation fields with Tifway 419 grass turf. One field is lighted.	Two outdoor, lighted, regulation fields. Bermuda grass over seeded with perennial rye grass. Lighted 80-yard AstroTurf field.
LOCKER ROOMS	There is a dressing and large football locker space for more than 80 people.	Regular season NFL locker rooms are available for use.
COACHES' FACILITIES	Separate locker areas, meeting rooms, and offices for coaches.	Separate locker areas for coaches are available for use.
MEETING FACILITIES	Thirteen separate rooms and an auditorium, all with audio/visual capabilities.	Meeting facilities can be arranged if required.
PROFESSIONAL TRAINING QUARTERS	Full-size NFL training facilities with the most modern equipment available.	Arizona Host Committee will coordinate with either ASU or Athletes Performance, a training facility adjacent to the practice fields.
PRACTICE EQUIPMENT	NFL facilities with all necessary equipment.	College facilities with all necessary equipment. Special needs can be accommodated.
SECURITY	Arizona Host Committee will work with each team to provide necessary security at practice sites. Closed practices will be accommodated.	Arizona Host Committee will work with each team to provide necessary security at practice sites. Closed practices will be accommodated.
TARPAULIN	Yes	Not at practice fields.
FILM TOWERS	Yes	Yes. Five at grass fields, one at AstroTurf field. All have electricity.
BLOCKING SLEDS	Yes	Yes
PROFESSIONAL GOAL POSTS	Yes	Yes
LAUNDRY FACILITIES ON-SITE	Yes	Yes
VIDEO REPRODUCTION FACILITIES	Yes	No

2. Estimated Costs

The practice facilities will be provided at no cost to the NFL and participating teams, including rental fees and operational expenses. If the facilities charge fees and/or expenses, the Arizona Host Committee will pay for those costs.

3. Weather

Bank One Ballpark is the only indoor facility in Greater Phoenix for indoor practice use if the weather is inclement. The Arizona Host Committee will work with Bank One Ballpark and Maricopa County to coordinate efforts for use. At this time we do not have the ballpark reserved. However, we have verbal assurances from the managing partner of the team (Arizona Diamondbacks) that they will work with the NFL and Arizona Host Committee.

4. Location

THE CARDINALS TRAINING FACILITY is located approximately six miles (11 minutes driving time) from the Sheraton Wild Horse Pass Resort and Spa, the proposed hotel for the NFC Champions.

Cardinals Training Facility
8701 S. Hardy Drive
Tempe, AZ 85284

ARIZONA STATE UNIVERSITY'S KAJIKAWA FOOTBALL PRACTICE FACILITY is located approximately six miles (11 minutes driving time) from the Pointe South Mountain Resort, and 19 miles (28 minutes driving time) from the Westin Kierland Resort and Spa, the proposed hotels for the AFC Champions.

ASU's Kajikawa Football Practice Facility
5th Street and Rural Road
Tempe, AZ 85282

All practice sites can meet or exceed NFL requirements in terms of location and the distance between the practice site and the proposed team hotels, depending on the NFL's selection of team hotels.

5. Exclusivity

CARDINALS TRAINING FACILITY has been reserved exclusively for the NFL for the two weeks prior to Super Bowl XLII.

ARIZONA STATE UNIVERSITY has agreed to reserve the facilities exclusively for the NFL for 45 days prior to the team's arrival, with the exception of any necessary usage by the university's football team.



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Government Guarantees

Arizona's bid for Super Bowl XLII is unique in that the Greater Phoenix Metropolitan area is comprised of 26 cities, several of which will be involved in some capacity with the Super Bowl and its related events. The Arizona Host Committee is fortunate to have received many resolutions in support of the Super Bowl and its related events from these cities. In addition, it is important to note that the Arizona Host Committee has obtained pertinent resolutions from the two primary cities that the Arizona Host Committee and NFL will require the most assistance from – Glendale and Phoenix.

1. Ambush Marketing

AMBUSH MARKETING RESOLUTIONS. Attached as Exhibit II.F.1 are resolutions we have from 11 municipalities as well as Maricopa County and the State of Arizona whose services may be required in connection with Super Bowl XLII. These resolutions confirm their cooperation and promise not to engage in unauthorized promotional activities during the Super Bowl Period relating to the city and county or otherwise, which detract from, or interfere with, the promotional activities of the NFL in connection with Super Bowl XLII.

2. Public Safety

PUBLIC SAFETY RESOLUTIONS. All municipalities that provided Ambush Marketing resolutions attached as Exhibit II.F.1 have agreed to provide all governmental services (including without limitation public safety, security, fire and medical emergency, traffic, decorative display, and public works/street maintenance services and supplies) reasonably necessary to the success of Super Bowl XLII and related Official Events within its jurisdiction, including all planning, training, or deployment activities related to the provision of such services, all at no cost, expense, or liability to the NFL or the two participating teams.

In addition to those resolutions, attached as Exhibit II.F.2 are public safety resolutions from the municipalities of Glendale and Phoenix confirming that there will be no charge for any public security/safety services provided outside Cardinals Stadium, the NFL Experience, and all other facilities used for NFL Official Events from their agencies responsible for public safety, as provided by the NFL.

3. Public Security/Safety Officers at Stadium and NFL Official Events

PUBLIC SECURITY/SAFETY OFFICERS AT CARDINALS STADIUM. Costs for public security and safety officers at Cardinals Stadium (including ingress and egress) during game week and on Super Bowl XLII game day will be included in the overall costs to be absorbed by the NFL and the Tourism and Sports Authority as indicated in the Stadium section. However, it is expected that the city of Glendale will provide public safety at no charge per its public safety resolution attached as Exhibit II.F.2.

PUBLIC SECURITY/SAFETY OFFICERS AT NFL OFFICIAL EVENTS. It is expected that the municipalities that provided the Ambush Marketing resolution attached as Exhibit II.F.1 and the Public Safety resolution attached as Exhibit II.F.2 will provide for public security and safety officers at no charge to the NFL for NFL Official Events including the NFL Experience.

In addition, the Arizona Host Committee will provide the following commitments:

- A dedicated senior police officer will be assigned to each participating team during its entire stay at no cost to the NFL or the team.
- Police escorts will be provided to move teams to/from the airport, to/from practice facilities, and to/from the Stadium at no cost to the NFL or the teams.
- Police escorts will be provided to move the media to/from interview sessions at no cost to the NFL or the media.
- Police escorts will be provided to move the game officials to/from the Stadium on game day at no cost to the NFL or the officials.
- If any public security/safety authority seeks payment for its services related to Super Bowl XLII or NFL Official Events, the Arizona Host Committee will negotiate with the authority and work with the NFL to determine an acceptable process for addressing the additional cost.

4. Airports

AIRPORT RESOLUTIONS. Phoenix Sky Harbor International Airport and Glendale Municipal Airport are committed to providing high-quality management and service to the NFL as evidenced by the attached municipalities resolutions as Exhibit II.F.4. Both cities will cooperate with those needing special services in connection with Super Bowl XLII, including arrival/departure of team charters, private planes, special fan charters, etc.

5. Anti-Scalping Laws

ANTI-SCALPING LAWS. Arizona Revised Statute Title 13-3718 states that the sale of an event ticket in excess of the regular price is unlawful. The City of Glendale abides by and enforces Arizona State Law. A copy of the relevant law is attached as Exhibit II.F.5.

6. Taxes

TAX INFORMATION AND RESOLUTIONS. State of Arizona sales tax on Super Bowl XLII game tickets will be waived or paid for by the Arizona Host Committee. The city of Glendale has agreed to waive sales tax on tickets for the Super Bowl XLII and NFL Experience. All other taxes will be enforced.



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Applicable sales taxes for the state of Arizona and Maricopa County are as follows:

STATE AND COUNTY TAXES	GENERAL	HOTEL ROOM TAX RATE
Arizona State Retail Sales Tax	5.60%	5.50%
Maricopa County Freeway Tax	0.50%	0.55%
Maricopa County Jail Tax	0.20%	0.22%
Maricopa County TSA Tax	0.00%	1.00%
TOTAL	6.30%	7.27%

Additionally, the following sales taxes are applicable in each respective municipality:

MUNICIPALITY	RETAIL SALES TAX	HOTEL ROOM TAX RATE*
City of Chandler	1.50%	4.40%
City of Glendale	1.80%	4.80%
City of Mesa	1.50%	4.00%
Town of Paradise Valley	1.40%	4.40%
City of Peoria	1.50%	5.00%
City of Phoenix	1.80%	4.80%
City of Scottsdale	1.40%	4.40%
City of Tempe	1.80%	3.80%
City of Tucson	2.00%	6.00%

* Transient Lodging Tax and Additional Bed Tax

7. Private Security Organization

PRIVATE SECURITY ORGANIZATION. The NFL will have full authority to contract with a security organization of its choice at Cardinals Stadium.

8. Vehicle Licensing

VEHICLE LICENSING. Arizona Revised Statute Title 28-4548 states that the Department of Motor Vehicles director may furnish temporary registration at no charge to motor vehicle dealers who are donating new motor vehicles to a non-profit organization. The Arizona Host Committee will work closely with the NFL and the Motor Vehicles Division to ensure that the NFL obtains temporary registration at no charge to the NFL or the Arizona Host Committee. A copy of the relevant law is attached as Exhibit II.F.8.

The contact person at the Motor Vehicle Division:

Elvira Valenzuela
 Arizona Department of Transportation, Motor Vehicle Division
 1801 W. Jefferson Street
 Mail Drop 2100-552M
 Phoenix, AZ 85007
 Phone: (602) 712-6838



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9. Air Space

AIR SPACE RESTRICTIONS. Attached as Exhibit II.F.2 are resolutions from the municipalities of Glendale and Phoenix confirming that airspace use over the Stadium will be restricted to all aircraft and other vessels, with the exception of air ships used for television and public safety/security. In addition, temporary signs and inflatables will be restricted and enforced around Cardinals Stadium by the City of Glendale and by FAA "Class B" airspace restrictions.

10. Fire and Medical Emergencies

FIRE AND MEDICAL EMERGENCY RESOLUTIONS. All municipalities that provided resolutions attached as Exhibit II.F.1 have agreed to provide at no cost to the NFL and the Arizona Host Committee reasonable public services including fire and medical emergency to assist in the hosting of Super Bowl XLII and its related events.

In addition to those resolutions, attached as Exhibit II.F.10 are fire and EMS assurance resolutions from the municipalities of Glendale and Phoenix confirming that there will be no charge for any public security/safety services provided outside Cardinals Stadium, the NFL Experience, and all other facilities used for NFL Official Events.

The Arizona Host Committee is currently unaware of any financial or other requirements that may be imposed on the NFL's operations for any fire or medical emergencies in connection with Super Bowl XLII.

11. One-mile Radius for Merchandising

CITY OF GLENDALE ORDINANCE. The City of Glendale staff is currently in the process of preparing draft ordinances in regard to all activities surrounding Cardinals Stadium and Glendale Arena, including merchandise vending. It is the intention of the City of Glendale to comply with the needs of the NFL, and, in fact, the staff encourages dialogue with NFL staff in drafting such ordinances. Adoption of ordinances is anticipated in Fall 2004.

12. Nexus Status

NEXUS STATUS. The Arizona Host Committee will work with the NFL, its associated entities, and other agencies to assist with Nexus issues as they pertain to our local municipalities and the state.

13. Liquor Laws

ARIZONA REVISED STATUTE 4-244 states that spirituous liquor may not be served, sold, or furnished between the hours of 1:15 a.m. and 6:00 a.m. The Arizona Host Committee will work with the NFL, the participating teams, respective hotels, and the appropriate authorities to lawfully enable alcoholic beverages to be consumed until 4:00 a.m. following Super Bowl XLII at the site of the NFL's and Teams' post-game parties.



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G NFL Experience

1. Location

WESTERN AREA REGIONAL PARK IN GLENDALE, ARIZONA. The City of Glendale begins construction in October 2003 on this regional park that will be a crown jewel recreational facility. The park's proximity to the Cardinals Stadium (one mile east), its easy regional access within Greater Phoenix, and vast open space make it a suitable "blank canvas" for the NFL Experience.

When completed in 2005, the park will boast 3.5 million square feet, including 15 acres of totally unobstructed grass baseball, softball, and soccer fields. In addition, a minimum 20 acres of surrounding asphalt for parking are planned. All areas will have appropriate drainage.

In addition, this park will be connected to Cardinals Stadium via a one-mile linear park, which offers additional opportunities for festival entertainment.

Attached is a map of the proposed location as Exhibit II.G.1.

2. Estimated Costs

Western Area Regional Park will be provided rent-free to the NFL. A separate lease agreement will not be required for the location and, therefore, is not attached as Exhibit II.G.2.

3. Staffing

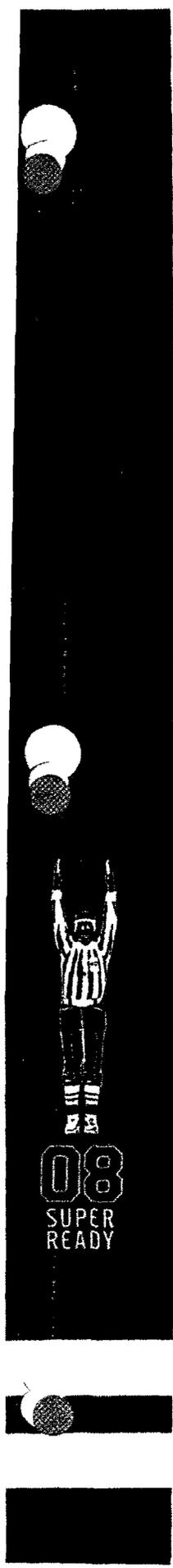
The NFL will not be required to use Glendale staff for its operational requirements. Because there are no restrictions for the proposed site, a description of normal staffing requirements and the hourly rates for all required operational staff are not attached as Exhibit II.G.3.

4. Union Contracts

Union Contracts are not in effect for Western Area Regional Park. It should be noted that Arizona is a right-to-work state.

5. Security

The NFL will be permitted to provide security personnel.



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6. Utilities

Western Area Regional Park is currently in the final phase of design, with Phase I construction to begin in October 2003. The needs of the NFL can be incorporated into the design of the site. Plans for the park include ample water and power for all recreational and special event needs as well as lighted baseball, softball, and soccer fields; an urban fishing lake; and necessary infrastructure for this regional recreational attraction.

7. Parking

Western Area Regional Park will provide for ample parking with unobstructed access to the southwestern sky for media trucks. The exact number of parking spaces on site is to be determined. However, the City of Glendale is poised to develop a park-and-ride system at a number of nearby 750,000 square-foot lots including Glendale Community College and Glendale Municipal Airpark. The city will work closely with the NFL to ensure a seamless commute to the NFL Experience.

The City of Glendale is prepared to assume operation of the parking lots and will provide the NFL with 50% of the net parking proceeds. The city also agrees that the price charged for the NFL Experience parking will be \$5.00 a vehicle, per day, or at a price to be determined by the NFL.

8. Food and Beverage

The City of Glendale will grant the NFL rights to designate the caterers and food and beverage providers and to retain 100% of all proceeds from food and beverage concession sales at the NFL Experience.

9. Novelty Sales

The City of Glendale will grant the NFL rights to designate vendors and to retain 100% of all proceeds from novelty sales at the NFL Experience.

10. On-Site Signage and Advertising

The City of Glendale will grant the NFL rights to have the exclusive and unlimited right to place signage at the site, and the NFL will not be subjected to any limitations on advertising, sponsorships, or other commercial exploitation throughout the site.

11. Operation

The City of Glendale will grant the NFL the option to operate the NFL Experience beginning the Thursday ten (10) days prior to Super Bowl XLII and ending at 11:00 p.m. the day of the game. In addition, the NFL Experience will be treated as one entity for business licensing.

12. Access

The City of Glendale is prepared to accommodate the NFL's need for setup at the site one month prior to opening and tear down two (2) weeks after closing and will schedule recreational leagues accordingly. In addition, the City of Glendale will grant the NFL exclusive right to control access to the facility from setup through tear down.

13. Local Media Support

ADVERTISING TIME AND SPACE. The Arizona Host Committee is committed to securing media commitments for significant promotion of the NFL Experience at no cost to the NFL. Senior executives representing major local media and outdoor advertising have committed to assist the Arizona Host Committee in this regard.

Written proposals from local newspapers, television and radio stations, and billboard companies to provide significant advertising and promotional time and/or space for the NFL Experience during the month leading up to the Super Game, at no cost to the NFL, are not available at this time and therefore are not attached as Exhibit II.G.13.



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H Tailgate Party and Corporate Hospitality Village

1. Location

TAILGATE PARTY. The location of the Tailgate Party will be on the northeast side of Cardinals Stadium in the parking lot.

CORPORATE HOSPITALITY VILLAGE. The location of the Corporate Hospitality Village will be the southwest corner of the Cardinals Stadium parking lot.

Attached is a map of the proposed sites as Exhibit II.H.1.

2. Estimated Costs

Cardinals Stadium and its surrounding parking areas are being provided rent-free to the NFL. A separate lease is not required, therefore, a sample lease is not attached as Exhibit II.G.2.

3. Staffing

The Stadium Operator has yet to be selected. Selection is anticipated in the fourth quarter of 2003. Therefore, at this time, it is unknown whether the NFL will be required to use existing staff for its operational requirements.

A description of normal staffing requirements and the hourly rates for all required operational staff are not available at this time and therefore are not attached as Exhibit II.H.3.

4. Union Contracts

The Stadium Operator has yet to be selected. Selection is anticipated in the fourth quarter of 2003. It should be noted that Arizona is a right-to-work state.

5. Security

The NFL will be permitted to provide security personnel for the Tailgate Party and Corporate Hospitality Village.

6. Utilities

There is access to limited power through Cardinals Stadium parking lot lighting. It is unknown at this time whether water supplies will be available for use by the NFL. The cost and source of funding for temporary installations of either power or water is unknown at this time.

7. Parking

Stadium parking, as described in Section II.A.7, will be made available for patrons of the Tailgate Party and Corporate Hospitality Village.

8. Food and Beverage

The Arizona Cardinals will grant the NFL rights to designate the caterers and food and beverage providers and to retain 100% of all proceeds from food and beverage concession sales at the Tailgate Party and Corporate Hospitality Village.

9. Novelty Sales

The Arizona Cardinals will grant the NFL rights to designate vendors and to retain 100% of all proceeds from novelty sales at the Tailgate Party and Corporate Hospitality Village.

10. On-Site Signage and Advertising

The Arizona Cardinals will grant the NFL rights to have the exclusive and unlimited right to place signage at the site, and the NFL will not be subject to any limitations on advertising, sponsorships, or other Commercial Exploitation throughout the Tailgate Party and Corporate Hospitality Village sites.

11. Operation

The Arizona Cardinals will grant the NFL the option to operate the Corporate Hospitality Village beginning the week immediately prior to Super Bowl XLII through game day. In addition, the NFL will have the option to use the site the week prior to the game for other special events at the Tailgate Party site.

12. Access

The Arizona Cardinals are prepared to accommodate the NFL's need for setup one month prior to opening and two (2) weeks after closing. In addition, the NFL will have the exclusive right to control access to the facility from setup through tear down.

NOTE: In the event the Arizona Cardinals host post-season games, the Arizona Host Committee and the Tourism and Sports Authority assume the NFL will make appropriate allowances for operations. The only other exception is the Fiesta Bowl's use of the Stadium for their game and related events (anticipated date of January 2, 2008), which should be completed prior to the needs of the NFL.

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Friday and Saturday Night Parties

1. Friday Night Party Venue

The Arizona Host Committee is pleased to offer two venue choices for the Friday Night Party:

PHOENIX CIVIC PLAZA CONVENTION CENTER. The 143,000 square-foot exhibit space located in the south portion of Phoenix Civic Plaza will be available to the NFL free of charge. Located in Downtown Phoenix, Phoenix Civic Plaza is the proposed Media Center and is adjacent to Hyatt Regency Phoenix and one block from the Wyndham Hotel Phoenix, the proposed NFL/Media Headquarters.

LUKE AIR FORCE BASE is home to the 56th Fighter Wing, the largest fighter wing in the United States Air Force and is the only active duty F-16 training base in the world. Located in the City of Glendale, Luke Air Force Base will be provided free of charge. Intriguing locations such as aircraft hangars provide ample space for a high-profile function.

2. Saturday Night Party Venues

Regarding the Saturday night venues, Greater Phoenix has several unique outdoor and indoor options, many of which can accommodate the requirements of the Saturday Night Parties. Three of the most unique venues in Greater Phoenix include the following:

DESERT BOTANICAL GARDENS. Nestled amid the red buttes of Papago Park, the Desert Botanical Garden hosts one of the world's finest collections of desert plants. One of only 44 botanical gardens accredited by the American Association of Museums, this one-of-a-kind museum showcases 50 acres of beautiful outdoor exhibits.

HEARD MUSEUM. More than seven decades of history have transformed the internationally acclaimed Heard Museum into what *USA Today* describes as "the nation's most prestigious private Indian arts center." The mission and philosophy of the Heard Museum is to educate the public about the heritage and the living cultures and arts of Native peoples with an emphasis on the peoples of the Southwest.

RAWHIDE. Rawhide is Arizona's largest Western attraction and provides a glimpse of life in an 1880s Western town. Main Street is lined with over 20 unique specialty shops including a general store, a working blacksmith shop, an old-fashioned confectionery, 1880s tintype photo studio, a Western clothing store, and a Native American marketplace.



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The largest hotel venue available for a Saturday Night Party:

JW MARRIOTT DESERT RIDGE RESORT AND SPA. Arizona's largest luxury resort offers two ballrooms – The Grand Canyon Ballroom (33,000 square feet) and the Grand Sonoran Ballroom (26,000 square feet). Only a large foyer area separates the two ballrooms. This property is proposed as the primary hotel for the NFL Corporate Affiliates.

As of this writing, no efforts to obtain releases relative to existing venues have been initiated. The Arizona Host Committee requests that it work with the NFL to identify the most unique and appropriate venues. Subsequent releases will be obtained at that time.

3. Exclusivity

The Arizona Host Committee will work with the NFL selected venue to secure the venue for the NFL's exclusive basis starting the Monday prior to Super Bowl XLII at 8:00 a.m. through the following Monday at 8:00 a.m.

4. Parking

Parking is available at all suggested venues for staff and guests. The Arizona Host Committee will work with the NFL selected venue to provide parking free of charge during the week leading up to and including the events.

5. Union Contracts

UNION CONTRACTS are not in effect for any of the suggested venues. It should be noted that Arizona is a right-to-work state.

6. Catering

PHOENIX CIVIC PLAZA. ARAMARK is the concessionaire provider for the Phoenix Civic Plaza. The Phoenix Civic Plaza and ARAMARK will negotiate a buyout if the NFL elects not to utilize ARAMARK.

LUKE AIR FORCE BASE will grant the NFL rights to designate the caterers and food and beverage providers and will coordinate the needs and schedule of the NFL caterer.

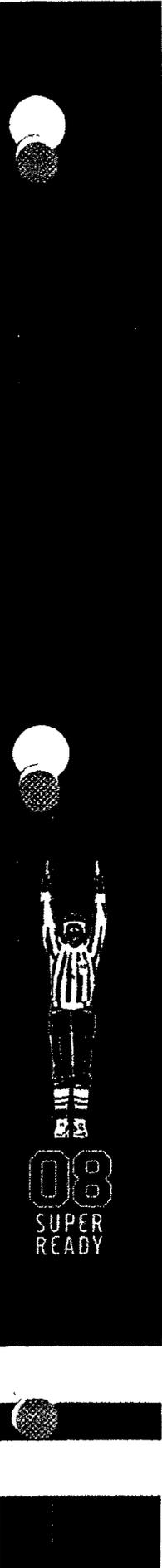
SATURDAY NIGHT SUGGESTED VENUES. The Desert Botanical Gardens and Heard Museum contract with a number of catering companies in the Greater Phoenix area. Rawhide requires that their on-site staff be utilized for all events that take place in their venue.

7. Certificate of Insurance

THE CITY OF PHOENIX will work with the NFL to comply with all insurance requirements.

LUKE AIR FORCE BASE will work with the NFL to comply with all insurance requirements.

SATURDAY NIGHT SUGGESTED VENUES. The Arizona Host Committee will work with the NFL-selected venue to comply with all insurance requirements.



J Additional Facilities

1. Golf Courses

The Arizona Host Committee has secured two options for the NFL Charity Golf Classic:

THE WIGWAM RESORT AND GOLF CLUB. For 70 years, exceptional golf has been a hallmark of The Wigwam experience. Earning some of the industry's most prestigious accolades, including *Golf Magazine's* Silver Medal Award and *Golf Digest's* Top Resort Course in Arizona, it's no wonder The Wigwam is considered one of the country's premier golf resorts. It's the only resort in Arizona to boast three championship golf courses, two of which were designed by Robert Trent Jones, Sr., and its famed Gold Course is consistently ranked among the nation's finest courses.

WHIRLWIND GOLF CLUB AT WILD HORSE PASS AND OCOTILLO GOLF CLUB. Whirlwind Golf Club is one of Troon Golf's finest offerings and was recently called one of the Top New Courses to Play in 2002 by *Golf Magazine* and the site of the PGA Tour's Gila River Classic, a Nationwide Tour Event. The original Devil's Claw course and the recently opened Cattail course provide golfers of all skill levels a memorable golf experience. The luxurious Sheraton Wild Horse Pass Resort and the Gila River Casino surround Whirlwind Golf Club. In addition to these two courses, the nearby Troon-managed Ocotillo Golf Club will also be available.

The Arizona Host Committee will assume the cost of all green fees for this event. The NFL will be responsible for cart rental fees.

2. Rehearsal Practice Fields

The Arizona Host Committee has identified Deer Valley High School and Mountain Ridge High School, both located in the City of Glendale, as practice sites for pre-game and halftime rehearsal groups for the three weeks prior to Super Bowl XLII. These sites offer use of football practice fields, meeting rooms, storage, and dining facilities. There is ample parking to accommodate cast and production crew. The contractor selected by the NFL will assume any operational costs at these facilities, however, there will be no rental fees associated with the use of these sites.

In addition, the Arizona Host Committee has identified numerous high schools, community colleges, and civic auditoriums that will be available for October and November auditions throughout Greater Phoenix. Deer Valley High School and Mountain Ridge High School are also available for audition purposes.

3. Convention Centers, Arenas, and Concert Sites

The Arizona Host Committee has secured options for potential NFL events on the Thursday, Friday, and Saturday nights and Sunday afternoon prior to Super Bowl XLII. In principle, the venues have agreed that the NFL has until September 1, 2007, to assign, lease, or release these venues without

financial obligation. Letters and reservation agreements are attached as Exhibit II.J.3 for the following:

• Arizona Veterans Memorial Coliseum	14,000
• Bank One Ballpark	49,000
• Community Church of Joy	2,000
• Dodge Theatre	5,000
• Glendale Arena	17,500
• Herberger Theater	1,100
• Orpheum Theater, City of Phoenix	1,400
• Phoenix Symphony Hall	2,500
• Tempe Beach Park	20,000

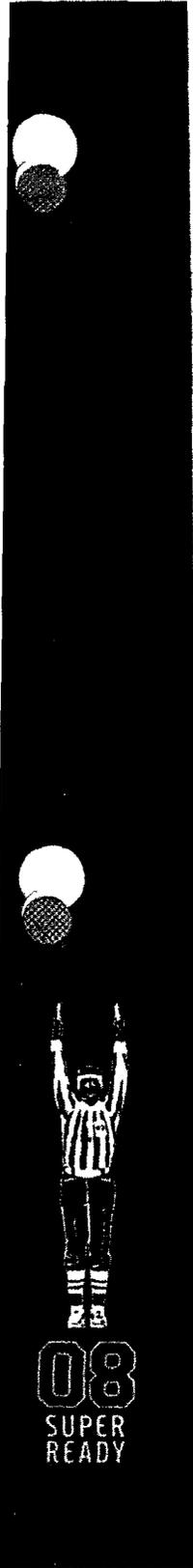
The following venues are unable to make a commitment to the Arizona Host Committee and NFL due to existing agreements, as noted:

- America West Arena – Disney on Ice
- Gammage Auditorium, Arizona State University – Broadway Series
- Peoria Sports Complex – Major League Baseball Spring Training
- Tempe Diablo Stadium – Major League Baseball Spring Training
- Wells Fargo Arena, Arizona State University – ASU Men’s and Women’s Basketball

4. NFL Youth Football Clinic Venue

Greater Phoenix has several facilities that can accommodate the NFL Youth Football Clinic. The Arizona Host Committee requests to work with the NFL in securing the best suitable facility and will ensure that the selected facility will be at no cost to the NFL. A few of the options to consider include the following:

PEORIA SPORTS COMPLEX. The Peoria Sports Complex is the spring training and player development home of the San Diego Padres and Seattle Mariners. The first two-team facility built in the U.S., this complex is still thought by many to be the premier baseball facility in the country. Sitting on 150 acres, each team has six and one-half major league-sized practice fields, a 40,000 square-foot clubhouse, indoor/outdoor batting tunnels and cages, all encompassing an 11,000 seat stadium. The City of Peoria is interested in having the NFL Youth Football Clinic at this facility, assuming that the Padres and Mariners are in agreement due to Spring Training beginning March 1.



NFL/YET ACADEMY. Established in 1996 through the commitment of the NFL and the Arizona Super Bowl XXX Host Committee, the NFL/YET Academy is the crown jewel of an ambitious Hispanic community renewal effort in the under-served area of South Phoenix that has successfully connected the local community to the school.

YMCA SOUTH MOUNTAIN. The YMCA brings together people from different walks of life in an environment where all can feel comfortable. The Tourism and Sports Authority approved \$150,000 toward the development of a multi-purpose sports field complex at the South Mountain YMCA, while the remaining funds for developing the \$750,000 complex are being raised privately by the YMCA. Construction is underway and expected to be completed by the end of 2003.



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K Host Committee

1. Host Committee Structure

CORPORATE LEGAL STRUCTURE. The Arizona Super Bowl Host Committee is an Arizona non-profit corporation organized under Section 501(c)(6) of the Internal Revenue Service, which was established in 2003 to assist with the organization, administration, management, promotion, and operation of activities related to hosting Super Bowl XLII and future Super Bowl games.

MISSION. The mission of the Arizona Host Committee is to join together corporations, businesses, communities, public sectors, and economic resources across the State of Arizona for a common goal to showcase the great State of Arizona by securing Super Bowl XLII and future Super Bowl games.

STAFFING. The Arizona Host Committee consists of a diverse representation of community leaders and business executives through a 26-member Board of Directors. In addition, the Host Committee will hire staff to handle day-to-day business operations.

The Host Committee will serve as a liaison between the NFL, the 26 cities that comprise the Valley of the Sun, as well as Maricopa County, the State of Arizona, and other sponsoring parties. Representation on the Host Committee includes the following: the CEOs of the Valley's two utility companies; the publisher of the major newspaper; representatives from economic development, tourism, hotel association, legal and accounting sectors; representatives from the public sector, including the Governor, three mayors and a city manager, along with other community leaders.

CHAIR:

- Gregg Holmes, President & COO, Stardust Companies

VICE CHAIR:

- Sue Clark-Johnson, Publisher, The Arizona Republic

HONORARY MEMBERS:

- William V. Bidwill, President, Arizona Cardinals
- Honorable Mayor Neil Giuliano, City of Tempe
- Honorable Governor Janet Napolitano, State of Arizona
- Honorable Mayor Skip Rimsza, City of Phoenix
- Honorable Mayor Elaine Scruggs, City of Glendale



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MEMBERS:

- Ed Beasley, City Manager, City of Glendale
- Michael J. Bidwill, Vice President and Legal Counsel, Arizona Cardinals
- Jose A. Cardenas, Chairman, Lewis and Roca LLP
- Kathy Carlisle O'Connor, Tourism Development Manager, City of Scottsdale
- Don Carrico, Operations Manager, ATC Phoenix
- Bob Delgado, President & CEO, Hensley & Co.
- Jim Grogan, Chairman of the Board, Tourism & Sports Authority
- Art Hamilton, Partner, Hamilton, Gullett, Davis & Roman
- Debbie Johnson, Executive Director, Valley Hotel & Resort Association
- Michelle Kerrick, Partner, Deloitte & Touche
- Noah Kroloff, Chief Assistant for Policy, Office of the Governor
- Dave Maurer, President & CEO, Flagstaff Chamber of Commerce
- Steve Moore, President & CEO, Greater Phoenix Convention and Visitors Bureau
- Bill Post, President & CEO, Arizona Public Service
- Joe Rhein, President, Joe Rhein Consulting
- Bill Shover, Retired, Arizona Republic (Super Bowl XXX Host Chairman)
- Dick Silverman, President & CEO, Salt River Project
- Jack Tevlin, Deputy City Manager, City of Phoenix
- Rick Weddle, President & CEO, Greater Phoenix Economic Council

BUDGET AND SOURCE OF FUNDING. Operating revenue is estimated at approximately \$10.5 million based on the following:

- | | |
|-------------------------|-------------|
| • Hotel Community | \$1,000,000 |
| • Local Municipalities | \$1,500,000 |
| • Sponsorship Revenue | \$4,000,000 |
| • Special Event Revenue | \$1,000,000 |



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- In-kind and Sales Tax Waivers \$2,500,000
- Miscellaneous Revenue \$500,000

Expense categories include the following:

- Bid Fulfillment \$2,500,000
- Operations \$1,500,000
- Sponsorship Fulfillment \$5,000,000
- In-kind Program Costs \$1,000,000
- Other \$500,000

2. Anticipated Methods of Raising Funds

The Arizona Host Committee will involve a variety of private and public sources to support its activities including the following: Sponsorship, Membership, Special Event Admissions, In-kind Contributions, Hotel Fee Program, Municipal and Government Sponsorship, and Merchandise and Concession Sales.

The Arizona Host Committee has established a Hotel Fee program that includes all NFL Block Hotel room rates during the reservation period, whether or not part of the Super Bowl rooms, wherein the hotel operator agrees to include a 5% occupied room night fee. This program will not apply to NFL and Affiliate Staff rooms nor media and team hotels as specified by the NFL.

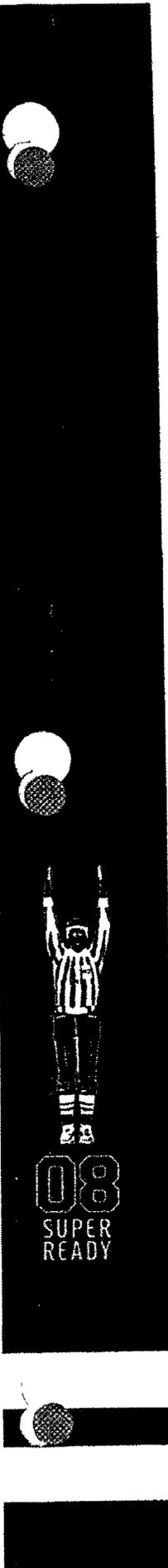
In addition, the Arizona Host Committee will establish a General Public Hotel Fee program that includes all hotel rooms reserved through a toll-free and website reservation system, wherein the hotel operator will agree to include a 5% occupied room night fee for the reservation service.

3. Welcome and Information Centers

The Arizona Host Committee will establish Welcome and Information Centers staffed by Arizona Host Committee volunteers at all three terminals of Phoenix Sky Harbor International Airport beginning the Thursday prior to Super Bowl XLII through Monday following the Super Bowl game.

4. Performance Bond or Letter of Credit

The Arizona Host Committee agrees in concept to the recent request of the NFL to provide a \$10,000,000 bond or letter of credit beginning October 2005 through October 2006, as it relates to the construction of Cardinals Stadium, and to provide a \$5,000,000 bond or letter of credit beginning October 2006 through Super Bowl XLII (2008) as it relates to the Host Committee's hotel and public service commitments.



5. Citywide Decoration Plan

A Citywide Decoration Plan will be implemented and administered by the Arizona Host Committee to include the major cities of Glendale, Phoenix, Scottsdale, and Tempe. The Host Committee will seek a sponsor to fund the street pole banner program. The Host Committee and the NFL will agree upon the approval of a sponsor and recognition, as well as the design and installation of the artwork.

6. One-mile Radius / Ambush Marketing

The City of Glendale staff is currently in the process of preparing draft ordinances in regard to all activities surrounding Cardinals Stadium and Glendale Arena, including Ambush Marketing. It is the intention of the City of Glendale to comply with the needs of the NFL, and in fact, the staff encourages dialogue with NFL staff in drafting such ordinances. Adoption of this ordinance is anticipated in Fall 2004.

- The City of Glendale ordinance will prohibit temporary signs and inflatable items within the one-mile radius of Cardinals Stadium.
- The Cities of Glendale and Phoenix, along with seven other municipalities in Greater Phoenix, will prohibit buildings being wrapped with advertising, as part of the resolution passed by each of these cities attached as Exhibit II.F.1.
- Because the Arizona Host Committee has the commitment from the cities of Glendale and Phoenix, it will not be necessary for the Arizona Host Committee to provide a \$1,000,000 Ambush Marketing prevention fund for the NFL.
- The Arizona Host Committee has the commitment from the President of Clear Channel Outdoor to fully cooperate with the NFL and Arizona Host Committee in securing and reserving prime locations adjacent to and near Cardinals Stadium for Super Bowl Game sponsors.
- The Arizona Host Committee also has the commitment from the President of Clear Channel Outdoor to fully cooperate with the NFL and Arizona Host Committee in securing and reserving billboards in NFL designated areas in the communities of Glendale, Phoenix, Scottsdale, and Tempe for use by the NFL.

7. Internet Domain Names

The Arizona Host Committee has registered several Internet domain names to protect our potential designation, using the extensions org, net, and com for each of the domain names as follows:

- arizonasuperbowl
- azsuperbowl
- superbowlarizona
- superbowlaz

A list of all registered Internet domain names is attached as Exhibit II.K.6.

8. Team and Media Hospitality

The Arizona Host Committee will provide complimentary admissions for members of the media, participating team families, and official NFL representatives to various local attractions and events, such as the Arizona Science Center, Heard Museum, Desert Botanical Gardens, The Phoenix Zoo, Phoenix Art Museum, and the Challenger Space Center.

In addition, the Host Committee will work with the Arizona Office of Tourism to create statewide travel options for our VIP guests. Itinerary themes may include the following: golf, shopping, nature & adventure, culture & heritage, and resorts & ranches. Stops may include the Grand Canyon, Sedona, Tucson, Rim Country, and Monument Valley.

The Arizona Host Committee will also implement a VIP program, as was done for Super Bowl XXX.

9. Super Bowl Cable Channel

Cox Communications has agreed to provide a Super Bowl Cable Channel at no charge to the NFL or Arizona Host Committee, as was done for Super Bowl XXX. In addition, Cox Communications would like to explore another avenue that could enhance this benefit, developing a hosting Internet site or a broadband version in addition to the Super Bowl Cable Channel. Looking ahead, this platform most likely will be another part of Cox Communications' mainstream digital product features, which should offer several elements of great value to the NFL and the Arizona Host Committee.

10. Emerging Business Plan

The Arizona Host Committee will form a Minority Business sub-committee as part of the Business Development Committee. The Minority Business sub-committee will organize an active community outreach program to ensure that minority- and women-owned businesses have the opportunity to bid for Super Bowl XLII-related contracts. The sub-committee will also produce, publish, and distribute a Business Resource Guide, featuring local business contacts in a wide variety of categories.

In addition to the Minority Business sub-committee, the Arizona Host Committee will utilize the Multi-Cultural and Arts Foundation, a component of the Greater Phoenix Convention & Visitors Bureau. The Multi-Cultural and Arts Foundation reinforces the commitment to bring greater awareness of the diverse cultural heritage to visitors and residents. The members of the council serve as advisors and help develop programs to increase economic opportunities for local ethnic businesses.

It is the intent of the Arizona Host Committee to become involved with many organizations in several ways either through membership, participation in their events and networking activities, or attending business meetings and trade shows. The following agencies and organizations will be utilized as a resource for minority- and women-owned businesses:

- Arizona Department of Commerce (minority- and women-owned business directory)
- Arizona Hispanic Chamber of Commerce
- Asian Chamber of Commerce
- Associated Minority Contractors of America

HOST COMMITTEE

- Grand Canyon Minority Supplier Development Council
- Greater Phoenix Black Chamber of Commerce
- National Center of American Indian Enterprise Development
- U.S. Women's Chamber of Commerce
- United Latino Business Coalition



L NFL Youth Education Town

The Arizona Host Committee shares the NFL's desire to leave a legacy to youth and education in Greater Phoenix by establishing another NFL Youth Education Town (NFL/YET) in an economically disadvantaged area.

Preliminary discussions in our community include partnering with the city of Glendale, the Boys & Girls Clubs of Metropolitan Phoenix, and the Arizona Host Committee to establish a combined Boys & Girls Club of Glendale and the NFL/YET Center to be located in the city of Glendale. A letter from the President and Executive Director of the Boys & Girls Club of Metropolitan Phoenix is attached as Exhibit I.L.

The NFL will participate on a NFL/YET Advisory Board and will join in selecting the site and the entity to manage the facility. In connection with the NFL/YET, the Arizona Host Committee will provide for the following:

1. Fundraising

The Arizona Host Committee understands that the NFL will make concerted efforts to donate a total of One Million Dollars (\$1,000,000) in cash and in-kind contributions to the development of a NFL/YET in Greater Phoenix. These contributions will come from, among other sources, the proceeds of the NFL Experience to be held during the Super Bowl period, the charity golf tournament associated with the Super Bowl Game, and NFL Commercial Affiliates. The contributions will be available for both capital and operating expenses of the NFL/YET.

The Arizona Host Committee is prepared to meet the goals and objectives of all requirements, including One Million Dollars (\$1,000,000) in cash and in-kind contributions to establish and develop a NFL/YET in our community.

2. Site and Facility

The Arizona Host Committee, City of Glendale, and the Boys & Girls Clubs of Metropolitan Phoenix, along with the participation of the NFL, will select a site and facility for the NFL/YET in an economically disadvantaged area of Glendale and will prepare a site development proposal and financial plan for any necessary capital improvements.

3. Agency Management

The Arizona Host Committee has the commitment from the Boys & Girls Clubs of Metropolitan Phoenix to serve as the agency to manage the facility and provide a quality educational program consistent with the NFL/YET mission.

4. 10-year Operating Plan

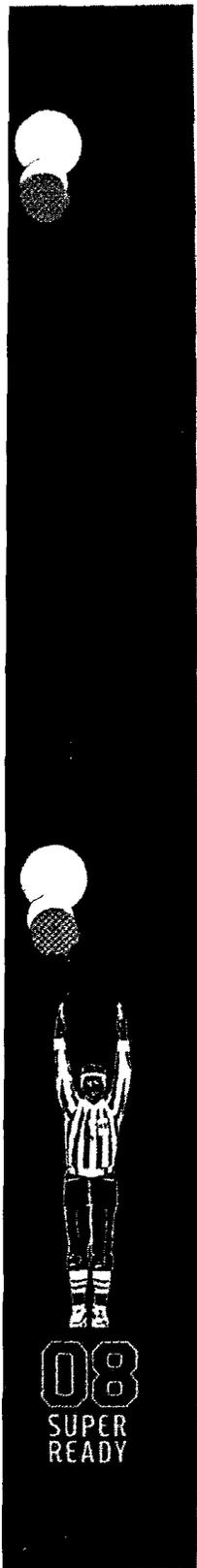
Together with the City of Glendale and the Boys & Girls Clubs of Metropolitan Phoenix, the Arizona Host Committee will develop a 10-year operating plan to include a funding commitment for operational, management, and programming expenses during this period.

5. Resource Development and Facility Operations

The Arizona Host Committee will coordinate with the Boys & Girls Clubs of Metropolitan Phoenix, local school districts, and other appropriate government agencies to access resources that each organization can contribute to the development and operation of the facility.

6. Advisory Board

The Arizona Host Committee Chair will appoint and convene an Advisory Board of preferably no more than seven members, including representation by the NFL and the Arizona Cardinals, to oversee the development and ongoing management of the facility.



M

General Information

1. Detailed Map

A Detailed Map indicating the locations of primary hotels, the Stadium, airports, and practice fields and their distances to each other is attached as Exhibit II.M.1.

2. Weather Survey

Located in the heart of the Sonoran Desert, Greater Phoenix has more than 325 sun-filled days a year, very low humidity, and an average yearly temperature of 85 degrees. Having an average high of 67 degrees on the afternoon of February 3rd and 69 degrees on the afternoon of February 10th, average monthly rainfall at just 0.77 and only four rainy days on average in February, Greater Phoenix offers incredible weather for Super Bowl XLII as well as a domed Stadium that can be opened to enjoy it. A weather survey going back 20 years for the period two weeks prior to the Super Bowl XLII and one week after is attached as Exhibit II.M.2.

3. Airlift Information for Phoenix Sky Harbor International Airport

Unlike many major urban airports, Phoenix Sky Harbor International Airport is situated in the center of Greater Phoenix, convenient to all metro-area destinations. Sky Harbor is the fifth busiest airport in the United States and the 11th busiest in the world for passenger traffic, offering 1,300 daily commercial flights with an average of 162,000 airline seats. In addition, 108 cities are served via non-stop flights and 87 are served via direct flights (one or more stops). On an average day in January, the total airline lift into Sky Harbor consists of 620 commercial passenger planes. Sky Harbor also offers low-fare service and more destinations (84) than any other facility in the U.S., according to *USA Today*.

Attached as Exhibit II.M.3 is a summary of the total airline lift into Sky Harbor on an average day in January, the daily flights and number of seats available arriving from major cities and hub cities, and information regarding areas to park private aircraft.

4. Greater Phoenix Conventions

At present, there are no citywide conventions booked in Greater Phoenix during January and the first half of February of the year 2008. All meeting space at the Phoenix Civic Plaza is currently being held for the NFL. Furthermore, the NFL retains the right of first refusal for all meeting space at the Phoenix Civic Plaza.



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III.

Enhancements



Enhancements

THE ARIZONA HOST COMMITTEE ENTHUSIASTICALLY offers the following enhancements to the NFL in appreciation for the opportunity to bid and in anticipation of being awarded Super Bowl XLII:

- 55 of the 88 Suites free to the NFL
- 100% net concession revenue to the NFL
- 100% net novelty revenue to the NFL
- 100% control of, and revenues from, the sale of programs to the NFL
- 100% on-site game day parking revenue to the NFL
- \$250,000 NFL cap on the first \$750,000 of game week and game day expenses at Cardinals Stadium
- \$1,000,000 endowment to YET Center
- 240 FIRST-CLASS GUEST ROOMS for participating teams during the Super Bowl period at no cost to the NFL
- 60 HOTEL ROOMS for the NFL Youth Football Clinic to be held the weekend prior to Super Bowl XLII
- 50% net NFL Experience parking revenue to the NFL
- FREE use of practice facilities for participating teams
- FREE use of Phoenix Civic Plaza for Media Center, Friday, and Saturday Parties
- FREE use of the Wigwam Golf Club's three (3) championship golf courses for the NFL Charity Tournament
- FREE police security at the team hotels during the participating teams' stay
- FREE police escorts for team and media

IV
Notes

IV

Notes

1. These Bid Specifications shall not be construed to convey any rights to its readers or designated host committees. The NFL reserves the rights to modify, amend, delete from, or add to these Bid Specifications. The Arizona Host Committee shall be notified of any such changes in accordance with the Host Committee Agreement.
2. These Bid Specifications do not specify all of the local assistance necessary to the successful staging of Super Bowl XLII. Additional assistance may be requested from or proposed to the Arizona Host Committee from time to time.

This Bid has been submitted as of the date set forth on page 1.

Arizona Super Bowl Host Committee
(Name of Host Committee)

By: 

Name: Gregg Holmes

Title: Chairman

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V.
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Agreement

SUPER BOWL HOST COMMITTEE AGREEMENT

THIS HOST COMMITTEE AGREEMENT (the "Agreement") is entered effective October 30, 2003 (the "Effective Date"), by and among the National Football League, an unincorporated, not-for-profit association (the "League"), NFL Properties LLC, a Delaware limited liability company ("NFLP", or together with the League, the "NFL"), and the Arizona Super Bowl Host Committee, an Arizona corporation (the "Host Committee").

RECITALS

- A. The League owns, produces and controls its annual professional football championship game known as the "Super Bowl" and all rights relating thereto on an exclusive, worldwide basis. NFLP owns, produces and controls the "NFL Experience" and certain other events related to the Super Bowl. Collectively, the NFL's rights include without limitation, all game competition, ceremonies, event organization, commercialization, broadcast, online and other rights in connection with the game and all related Official Events (as defined below).
- B. The NFL has provided the Host Committee with a document entitled "NFL Super Bowl Host City Bid Specifications," which describes the basic requirements for the organization of the Super Bowl. The "Bid Specifications" are attached hereto as Exhibit A and incorporated herein by reference.
- C. The Host Committee has declared its interest in serving as the host organization for Super Bowl XLII.
- D. The NFL and the Host Committee desire to enter this Agreement to confirm their respective rights and responsibilities in connection with the Super Bowl if Glendale is selected by the League, in its discretion, as the host city for the game.
- E. All terms with initial capital letters used and not defined immediately shall have the meanings ascribed to them in Section 13 of this Agreement.

AGREEMENT

I. DESIGNATION OF HOST FOR THE SUPER BOWL

1.1 Designation. If Glendale is selected by the League as the host city for Super Bowl XLII (the "Designated Super Bowl"), the NFL shall recognize the Host Committee as the host for the Designated Super Bowl in accordance with the terms and conditions of this Agreement. No rights will be conferred upon the Host Committee pursuant to this Agreement unless and until the NFL will have officially selected Glendale as the host city for the Designated Super Bowl and all parties have executed this Agreement.

1.2 Acceptance of Rights and Obligations. The Host Committee: (a) accepts all of its rights and shall undertake all of its responsibilities for the Designated Super Bowl and the Official Events contemplated by this Agreement; (b) other than as specifically stated in Exhibit A, accepts all of its rights and shall undertake all of its responsibilities for the Designated Super Bowl and the Official Events contemplated by the Bid Specifications; and (c) will support the efforts of the NFL in connection with the organization and staging of the Designated Super Bowl and the Official Events in Glendale and the Community.

1.3 Bid Document Binding. The representations, warranties and promises set forth in the Bid Specifications and the responses thereto (as set forth in Exhibit A) and other assurances submitted by the Host Committee to the NFL in connection with its Super Bowl bid (the "Bid"), including without limitation all undertakings submitted by relevant governmental authorities and other third parties supporting the Bid, will be binding obligations of the Host Committee, or guarantees by the Host Committee of the third parties' performance, as applicable. Except any portion of the Bid which is inconsistent with the terms of this Agreement, the Bid is incorporated into this Agreement by reference and made a part hereof. Any representations, warranties or promises in the Bid which are inconsistent with the terms of this Agreement will be null and void. Any supplemental promises included as enhancements to the Bid that are not inconsistent with the Bid Specifications are incorporated into this Agreement by reference. The Bid is attached hereto as Exhibit A. During verbal bidding presentations by the Host Committee to the NFL, if any oral supplemental promises are made as enhancements to the Bid, such promises shall be confirmed in writing by the Host Committee within three (3) days of the presentations, and shall be incorporated by reference into the Bid and this Agreement, to the extent such enhancements are not inconsistent with the Bid Specifications and this Agreement. The NFL shall have the right to accept all or any portion of the products, facilities and services described in the Bid, to request modifications to the products, facilities and services described in the Bid or to independently procure or secure the use of alternative products, facilities and services, in its discretion. The NFL will not be obligated to stage any of the Official Events, if it elects in its discretion not to do so. The Host Committee and the NFL agree to meet periodically to review the NFL's plans in connection with the products, services and facilities offered in the Bid.

1.4 Guidelines and Directives. All services and other activities required to be performed or provided by the Host Committee described in this Agreement will be performed or provided in compliance with all guidelines, standards, policies and directives (collectively, "Guidelines") developed and issued by the NFL from time to time. The Host Committee recognizes that while the contents of the Bid Specifications and Guidelines issued by the NFL from time to time represent the current position of the NFL on such matters, such material may evolve as a result of technological and other changes, some of which may be beyond the control of the parties to this Agreement. The NFL reserves the right to amend the Bid Specifications and Guidelines. The Host Committee agrees to adapt to such amendments so that the Designated Super Bowl will be presented in the best possible manner. Should amendments to the Bid Specifications or Guidelines result in materially adverse effects on the financial or other obligations of the Host Committee, it will so inform the NFL. The NFL will then negotiate with the Host Committee in order to address such adverse effects in a mutually satisfactory manner.

1.5 Progress Reports. On February 28, June 30 and September 30 of each year during the term of this Agreement, the Host Committee will submit to the NFL written progress reports describing the status of its plans relating to the Designated Super Bowl, the Official Events and any related events, as well as copies of committee meeting minutes.

1.6 Promotion of Goodwill. The Host Committee agrees to conduct the activities contemplated by this Agreement in such a way as to promote the goodwill associated with the NFL, the Super Bowl Game, the Official Events, the Member Clubs and the Affiliates and will not at any time disparage the good name, reputation or image of the NFL, the Super Bowl Game, the Official Events, the Member Clubs or the Affiliates.

1.7 Ethical Standards. The NFL expects all representatives of the Host Committee to conduct their Super Bowl related business with integrity and to maintain a high standard of personal conduct with respect to their business dealings and other relationships in connection with the Super Bowl. The Host Committee, and each of its members, will avoid activities which in the determination of the NFL: (i) involve, or might appear to involve unethical conduct; (ii) might be cause for embarrassment to the NFL; (iii) might compromise the integrity and quality of decision-making necessary to the NFL's effective governance; or (iv) might jeopardize the NFL's reputation and support.

II. REVENUE OPPORTUNITIES FOR THE HOST COMMITTEE

2.1 Hospitality Packages. The Host Committee is authorized to promote and sell hospitality packages to local companies ("Hospitality Partner(s)") in the Community to support its activities in connection with the Designated Super Bowl, subject to the following conditions: (a) each prospective Hospitality Partner must be approved in advance by the NFL; (b) Hospitality Partners will receive no Commercial Exploitation or promotional rights in connection with the hospitality benefits received; (c) each Hospitality Partner must sign an agreement with the Host Committee regarding its rights, which must be approved in advance in writing by the NFL; and (d) Hospitality packages must include more than just the tickets to the Designated Super Bowl identified in Section 5.2 below (e.g., invitations to various Host Committee events).

2.2 Hotel Surcharge. Subject to applicable law, the Host Committee is authorized to seek cooperation from hotels in the Community to pay the Host Committee a "surcharge" on hotel room rights sold during the week prior to through the week after, the Designated Super Bowl, provided however, that the hotel room rates do not exceed the formula price and amounts specified in the Bid Specifications.

2.3 Grants Solicitations. Subject to applicable law, the Host Committee is authorized to apply for grants and/or solicit funds, to the extent available and to the extent it is eligible for such funds, from the local convention and visitors bureaus, private organizations and/or relevant city, county or state authorities. Any promotional references by the Host Committee or grantor or donor regarding the Super Bowl Game or the Host Committee in connection with any grant or donation must be submitted to the NFL for review. The NFL shall have the right to approve or disapprove the promotional reference in accordance with its Guidelines. The Host Committee agrees not to accept grants from private entities doing business in any of the product/service

categories set forth in Exhibit B (which may be updated from time to time at NFL's sole discretion), unless the private entity specifically agrees to make the grant on a confidential basis, and signs an agreement containing both a confidentiality clause and a Commercial Identification Prohibition clause (as set forth on Exhibit D).

2.4 Events. The Host Committee is authorized to stage multiple cultural and entertainment events in the Community to showcase the Community in connection with the Super Bowl Game, subject to the blackout dates and reserved concepts set forth on Exhibit C. In all cases the Host Committee agrees that: (a) the events will comply with the NFL's Commercial Affiliates protection guidelines; (b) will not include the participation of companies in product/service categories which are reserved for Commercial Affiliates as specified on Exhibit B (which may be updated from time to time at NFL's sole discretion); (c) it will obtain all necessary clearances, licenses, permissions, consents and authorizations to conduct the event, and to further exploit such event, to the extent permitted by the NFL, including without limitation, any and all music clearances, synchronization rights, publicity rights, union guild fees and the like; (d) it will enter written agreements with all third parties with whom it conducts business in connection with the events, and such agreements must include at a minimum: (i) the required clauses set forth on Exhibit D; and (ii) a clause indemnifying the League, NFLP, Member Clubs and their Affiliates from all liabilities, obligations, damages, settlements, losses, claims, demands, recoveries, deficiencies, costs or expenses in connection with the event; and (e) it will secure adequate insurance (including without limitation alcoholic beverage liability insurance, if applicable) to protect itself, the League, NFLP, Member Clubs and their Affiliates in the event of loss or damage in connection with the event. The NFL's approval of the Host Committee's plan for presenting and staging cultural and entertainment events will not constitute approval of further or derivative Commercial Exploitation of such events, including without limitation Telecasts, Recordings or any other reproductions of such events, absent written permission from the NFL. At least six (6) months prior to the Designated Super Bowl, the Host Committee agrees to submit to the NFL for its approval an overall plan for cultural and entertainment events which the Host Committee would like to host during and/or associate with the Designated Super Bowl. The Commercial Affiliates will be given the first opportunity to sponsor such events. The Host Committee agrees to offer the NFL complimentary or "VIP" paid admission to all such events they wish to attend.

2.5 Internet. The Host Committee may establish a "home page" for itself on the Internet (but not successor media without the prior written approval of the NFL) for the purpose of highlighting local attractions, tourist information and Host Committee information. The "home page" may include logos of Host Committee grantors and donors approved pursuant to Section 2.3, subject to the following requirements: (a) the NFL will exclusively create, own and exploit the premier web site using the domain name "superbowl.com" on the Internet and/or any successor medium; (b) the NFL will have the exclusive right to post real-time play-by-play descriptions and other Super Bowl Game accounts relating to the Designated Super Bowl; and (c) all Host Committee plans and designs for the Internet will be submitted in advance by the Host Committee to the NFL for its review and approval. The Host Committee agrees to coordinate its Internet activities with those of the local convention and visitors bureau, and to register potential internet domain names to preclude use by unaffiliated entities. Nothing set forth

herein shall in any way limit the NFL's right to exploit the Super Bowl Game in any and all media, including without limitation the rights set forth in Section 4 below.

III. HOST COMMITTEE REQUIREMENTS

3.1 Structure of the Host Committee. The Host Committee is, and during the term of the Agreement will be, a corporation duly organized, validly existing and in good standing under the state laws of the Community and will timely prepare and file all tax returns and other documents required by law to do business in the Community. The Host Committee will not discriminate in any way on the basis of age, sex, race, national origin, handicap, religion, or any other characteristic protected by law, in the conduct of its activities or its membership.

3.1.1 Chairperson. The Host Committee will be led by one or more chairperson(s) who will be primarily responsible for the performance of the Host Committee's activities. To ensure the success of the Designated Super Bowl and the Official Events, the chairperson(s) will be, at all times, of significant stature and influence within the Community, willing to make a substantial time commitment, particularly in the twelve (12) months leading up to the Designated Super Bowl, and capable of bringing together all major constituencies within the Community to work in harmony with the NFL and in keeping with the spirit of the Super Bowl Game. The Host Committee will consider the NFL's input regarding the selection of the chairperson(s).

3.1.2 Staff Person(s). The Host Committee will name an "Executive Director" who shall be responsible for the day to day activities of the Host Committee. The Host Committee will consider the NFL's input regarding the selection of the Executive Director. The Host Committee will also have a number of other full-time, part-time and volunteer staff people assigned to perform the activities required of the Host Committee hereunder and with whom the NFL staff can maintain regular contact for pre-game planning purposes.

3.1.3 Committees. The Host Committee will staff at least four (4) committees for the tasks described herein: (a) a Hotel Committee, comprised of individuals knowledgeable in the hotel industry in the Community; (b) a Transportation Committee, comprised of individuals knowledgeable in the transportation industry in the Community; (c) a Business Development Committee on Local, Women and Minority Owned Enterprises, to establish a vendor database and earmark Super Bowl Game related business opportunities for local, minority and women owned businesses; and (d) a Government Relations Committee to coordinate airport, aviation, police, emergency medical, fire and tax matters.

3.2 Performance Assurances. To assure the performance by the Host Committee of its obligations under this Agreement, the Host Committee agrees to obtain the bond or pay the deposit described below. In the event the Host Committee fails to satisfy any of its obligations under this Agreement after being given notice and thirty (30) days to cure a breach, if occurring at a time which is six (6) months or more prior to the Designated Super Bowl or, notice and ten (10) days to cure a breach if occurring at a time which is closer to the Designated Super Bowl,

then the NFL will have the option to draw upon the security deposit or performance bond in its discretion. The NFL will have the right to draw an amount equal to the actual out-of-pocket damages or costs incurred by the NFL as a result of the breach by the Host Committee. This section is not intended to limit any rights or remedies which the NFL may have against the Host Committee resulting from breach of this Agreement. Rather, it is intended to provide a interim procedure by which the NFL can elect to correct any problem caused by the Host Committee or failure of the Host Committee to satisfy any of its obligations under this Agreement.

3.2.1 Performance Bond. Upon receipt of a fully executed Agreement, the Host Committee will deliver a commitment to the NFL to have a payment and performance bond issued by a surety company authorized to do business in the Community in the amount of Ten Million Dollars (\$10,000,000). The bond will be valid for a period beginning one (1) year prior to the Designated Super Bowl through the term of this Agreement and in a form approved in writing by the NFL.

Or

3.2.2 Security Deposit. The Host Committee will deliver to the NFL a security deposit of Five Million Dollars (\$5,000,000). One half (1/2) of the security deposit must be paid at least one (1) year prior to the Designated Super Bowl. The second half (1/2) of the security deposit must be paid at least six (6) months prior to the Designated Super Bowl. The NFL will return the security deposit, less any deductions made pursuant to Section 3.2 above, on or before June 1, of the Designated Super Bowl year. Any interest earned on the deposit (less deductions pursuant to Section 3.2) shall be payable to the Host Committee, together with the balance of the deposit.

IV. TELECAST AND RELATED RIGHTS

4.1 The NFL's Rights. The League shall own exclusively, and on a worldwide basis, all rights relating to the Telecasts and Recordings of the Designated Super Bowl and all Official Events, including without limitation, (i) all rights relating to the Telecast and Recordings of the Designated Super Bowl and all Official Events, (ii) all copyrights, original term copyrights, renewal copyrights, extension term copyrights, copyrights in derivative works, moral rights and applications for copyright registration, (iii) all copyright certificates and other copyright documents or files, regardless of medium of storage, and (iv) all rights relating thereto under the copyright laws of every country and jurisdiction throughout the world, now or hereafter known, including without limitation rights of publication. The League shall negotiate the license of the Telecasts and Recordings of the Designated Super Bowl and Official Events in its discretion, and will advise the Host Committee of the identities of the Rights Holders.

4.2 No Other Requirements. Other than as specifically disclosed on Exhibit A the Host Committee represents, warrants and promises that there shall be no access, origination or other fees, costs or taxes imposed by any entity other than the NFL on the Rights Holders for the Telecast or Recording of the Designated Super Bowl or Official Events.

4.3 Work Made for Hire. To the extent the Host Committee or any party which contracts with or provides services to the Host Committee provides production services to either the League, NFLP or the Affiliates in connection with the Designated Super Bowl or Official Events, such services will be provided as "work made for hire." All such work will be the property of the League and all title and interest therein will vest in the League. All such work will be deemed to be "work made for hire" and made in the course of services rendered hereunder. To the extent that title to any such work may not by operation of law vest in the League or such work may not be considered "work made for hire," all right, title and interest therein are hereby irrevocably assigned to the League. In each and every other transaction the Host Committee enters relating to the provision of production services in connection with the Designated Super Bowl or Official Events, the Host Committee agrees to incorporate a clause in the form of this Section 4.3.

V. TICKETING MATTERS

5.1 Ticket Sales and Distribution. Other than as specifically set forth on Exhibit A the NFL shall own exclusively, and on a worldwide basis, all rights relating to tickets and credentials to the Designated Super Bowl and all Official Events, including without limitation, tickets to luxury boxes, stadium clubs, club seating and other special sections. The Host Committee understands and agrees that the NFL shall have the right in its sole discretion to control access to the Designated Super Bowl, whether by credentials, tickets or otherwise.

5.2 Tickets for the Host Committee. The NFL shall offer to the Host Committee the right to buy up to five hundred (500) tickets to the Designated Super Bowl. The Host Committee will not, and is not authorized to, resell the tickets to any person or entity, provided, however that tickets may be included in the Host Committee Hospitality packages described in Section 2.1 above. These tickets are to be used solely for Hospitality purposes and not for distribution to Host Committee members, politicians, etc. In addition, the NFL retains the right to approve or disapprove of all distributions of tickets.

5.3 No Other Obligations. Other than as set forth in Section 5.2 above, neither the League nor NFLP has made any commitments or promises of any kind to the Host Committee, or to any individuals who are members of or affiliated with the Host Committee, with respect to Designated Super Bowl or Official Events tickets. The Host Committee warrants that it has made no commitments or promises of any kind to any individual or entity relating to tickets to the Designated Super Bowl or Official Events. The Host Committee will not confirm or accept any ticket orders, or make commitments for the sale of tickets, to any person or entity without the prior written approval of the NFL, including tickets to any luxury boxes or other suites.

VI. COMMERCIAL EXPLOITATION

6.1 The NFL's Rights. The NFL shall own exclusively, and on a worldwide basis, all rights relating to the Commercial Exploitation of any kind to the Designated Super Bowl and all Official Events, including without limitation, all rights to appoint sponsors and licensees, all rights to create and/or designate official posters, programs, merchandise and computer sites and databases, and all advertising at the Stadium and Official Event facilities (other than as

specifically set forth on Exhibit A), on tickets, in Telecasts or Recordings, and all rights to further exploit the Designated Super Bowl and the Official Events in any and all media and in any and all forms, whether now known or hereafter developed.

6.2 Marketing Agreements. The NFL shall negotiate the worldwide, nationwide and/or local licenses for the Commercial Exploitation rights to the Designated Super Bowl and Official Events. The Host Committee acknowledges that it does not have any right to appoint local sponsors in the Community. The Host Committee will cooperate with all entities which are appointed through the NFL as Commercial Affiliates, and will recognize the superior rights granted to them through the NFL.

6.3 Commercial Identification Prohibition. The Host Committee will not, at any time, offer, sell, grant, give away, confer or otherwise provide, whether orally or in writing, any Commercial Exploitation rights relating to: (a) the Super Bowl Game or the Official Events; (b) the League (c) the NFLP; (d) the Host Committee (unless unrelated to the NFL, professional football or the Super Bowl Game); (e) the Member Clubs; (f) the Community or (g) otherwise relating to the Super Bowl Game or Official Events, to any person or entity. This prohibition applies to Commercial Affiliates and companies that are not Commercial Affiliates alike.

VII. INTELLECTUAL PROPERTY MATTERS

7.1 Trademarks. The Host Committee recognizes the value of the goodwill associated with the NFL Marks and acknowledges that such goodwill belongs to the League, NFLP and the Member Clubs, and that the NFL Marks have secondary meaning in the minds of the public. The Host Committee will not, during the term of this Agreement or hereafter, attack the property rights of the League, NFLP or Member Clubs, or attack the validity of this section of the Agreement.

7.2 Prohibited Names and Marks. Other than as provided for in this Agreement, the Host Committee will not use and, to the extent within its control, will prevent its affiliates and third parties from using, as a corporate or other legal name, trademark, trade name or service mark, the words or marks "Super Bowl" or any derivation or equivalent thereof, or the numerals "2008" and "Glendale" or the numerals 42 or XLII, or any derivation or equivalent thereof or the NFL Marks (including, without limitation, the Team Marks) or in any other way make use of such or other words, figures or marks in an effort to attach a commercial identification with the Super Bowl Game. This Section will survive any early termination of this Agreement until December 31 of the Designated Super Bowl year.

7.2.1 Host Committee Name. NFLP will develop a name for the Host Committee to use, which will include the words "Host Committee" and some indication of the Designated Super Bowl (the "Host Committee Name"). The Host Committee acknowledges that it is not entitled to create any Super Bowl Game related mark or logo.

7.2.2 Grant of License to Use the Host Committee Name. Subject to the terms and conditions set forth in this Agreement, NFLP hereby grants to the Host Committee the exclusive right to use only the Host Committee Name, as of the Effective Date

through March 31 of the Designated Super Bowl year. The Host Committee shall have the right to use the Host Committee Name on stationery, business cards, printed promotional literature and visual promotional media directly related to the conduct of the Host Committee's business only, and subject to the advance approval of NFLP. The Host Committee will not have the right to sublicense its rights to use the Host Committee Name to any person or entity or to sell or resell any items it has produced bearing the Host Committee Name, unless otherwise approved in writing by NFLP. Any materials bearing the Host Committee Name produced prior to March 31, but not yet distributed, must be used or discarded by September 1 of the Designated Super Bowl year

7.3 Anti-Ambush Campaign. The Host Committee agrees to use its best efforts to: (a) minimize the "ambush marketing" of Commercial Affiliates in and around the Community during the Designated Super Bowl in accordance with the Bid Specifications; (b) prevent Commercial Exploitation rights to be identified with the Community from being granted by any governmental agency to a company that is not a Commercial Affiliate during the period commencing two (2) weeks prior to, through the Tuesday following, the Designated Super Bowl; and (c) prevent other major sporting, civic or cultural events from being scheduled in the Community during the week prior to, through the week following, the Designated Super Bowl, unless such other major sporting, civic or cultural events are approved in writing by the NFL and comply with the NFL's Commercial Affiliates protection Guidelines.

VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS

8.1 No Other Agreements or Undertakings. The Host Committee agrees not to embark on any undertaking or sign any document or agreement that could conflict with the terms of this Agreement. The Host Committee declares and agrees that any undertaking or contract concluded by it having any connection with the Designated Super Bowl competition shall be null and void unless consistent with the terms of this Agreement.

8.2 Authority. Each of the League, NFLP and the Host Committee represents and warrants that: (a) it has the valid right to grant the licenses and authorizations set forth in this Agreement; (b) it has the right, power and legal authority to enter and fully perform this Agreement in accordance with its terms; and (c) that this Agreement when executed and delivered by the parties shall be a legal, valid and binding obligation enforceable against the parties in accordance with its terms.

8.3 Capitalization. The Host Committee represents and warrants that it is, and during the Designated Super Bowl shall be, adequately capitalized to perform its obligations and assume its liabilities under this Agreement.

IX. INDEMNIFICATION

9.1 Indemnification. The Host Committee shall indemnify, hold harmless and defend the League, NFLP, the Member Clubs and their Affiliates, officers, directors, shareholders, agents, representatives and employees ("Indemnified Parties") from and against any liabilities, obligations, damages, losses, claims, demands, recoveries, settlements, deficiencies, costs or

expenses (including, without limitation, reasonable attorneys' fees and expenses) which such parties may suffer or incur in connection with, resulting from or arising out of: (a) any breach of this Agreement by the Host Committee (including its officers, directors, representatives, employees or agents); (b) any act or omission of the Host Committee (including its officers, directors, representatives, employees or agents) in connection with the performance of its obligations under this Agreement; and (c) the termination of this Agreement for the reasons set forth in Section 12.2. The Indemnified Parties shall have the right to employ its or their own counsel and assume its or their own defense in connection with any action or proceeding to which the indemnification, hold harmless or defense obligations of this Section would be applicable, but the reasonable fees and expenses of such counsel and defense shall be borne by the Host Committee and shall be paid when due.

9.2 Survival of Provisions; Notice of Action. The provisions of this Section shall survive termination of this Agreement. Upon receiving actual notice of a matter for which the NFL is entitled to be indemnified hereunder, the NFL shall notify the Host Committee of the same.

X. FORCE MAJEURE AND UNFORESEEN CHANGES

The failure or inability of any party to comply with the terms and conditions hereof because of any Act of God, strike, labor dispute, war or acts of war, fire, riot, earthquake, act of terrorists or other public enemies, or for any similar reason not reasonably within the control of such party (collectively "Force Majeure"), shall not be deemed a breach of this Agreement. If Glendale should find itself, at any time, before or during the Designated Super Bowl, in a state of civil disorder or if there is damage to the Stadium, or other situation that poses a significant danger to the public, the NFL shall be entitled to withdraw the Designated Super Bowl from Glendale and terminate this Agreement. In all other circumstances of Force Majeure, unless otherwise specified by the NFL, the performance of the obligations of all parties shall not terminate but shall be suspended for the period during which such event makes performance impossible or impracticable, or the Host Committee will, if so instructed by the NFL, adapt its work to a new situation to the extent reasonably feasible. In case of a withdrawal of the Designated Super Bowl from Glendale due to Force Majeure or otherwise pursuant to this Agreement, the Host Committee will not assert any claims or rights to damages against or seek equitable relief from the League or NFLP.

XI. INSURANCE

The Host Committee will at all times between the effective date of this Agreement and the expiration of the term of this Agreement, carry and maintain general public liability insurance and advertising liability insurance against claims for bodily injuries, death or property damage arising out of the Host Committee's activities under this Agreement. Such insurance will contain a contractual liability endorsement, personal injury liability endorsement, an independent contractor's liability endorsement and a liquor liability endorsement, and will be in broad form for property damage. The limits of such liability insurance, which may be increased from time to time as determined by the reasonable agreement of the Host Committee and the NFL, will not be less than Ten Million Dollars (\$10,000,000) combined single limits for death, bodily injuries and

property damage arising from any one occurrence. The Host Committee will submit to the NFL an endorsement to its liability insurance policies naming the League, NFLP, the Member Clubs, the Affiliates and their respective officers, directors, shareholders, agents and employees, as additional insureds, and providing a 30-day pre-cancellation notice to the insured and additional insureds. The Host Committee will maintain at its own cost and expense adequate worker's compensation insurance in an amount not less than is required by applicable law covering all persons employed by the Host Committee. The Host Committee will obtain from any material subcontractor a certificate of insurance naming the League, NFLP, the Member Clubs, the Affiliates and their respective officers, directors, shareholders, agents and employees as additional insured(s) in the amounts that are reasonably customary for the transaction. The carrier for all insurance hereunder shall be admitted to do business in the Community and shall be an "A" rated carrier as provided by the Best's Key Rating Guide.

XII. TERM AND TERMINATION

12.1 Term. This Agreement shall not be effective unless and until Glendale is selected as the location for the Designated Super Bowl and this Agreement is fully signed, and shall terminate on June 1 of the Designated Super Bowl year, unless terminated sooner in accordance with Section 12.2 below. However, Section 9 shall survive termination of this Agreement.

12.2 Termination. The NFL shall have the right to terminate this Agreement and to withdraw the Designated Super Bowl and Official Events from Glendale: (a) due to an event of Force Majeure as specified in Section 10; (b) if there is a violation of any material term of this Agreement by the Host Committee; (c) if in the determination of the NFL, any new or improved stadium contemplated by the Bid will not be completed in accordance with NFL requirements at least eighteen (18) months prior to the Designated Super Bowl or (d) the relocation of the NFL franchise football team which is resident of the Stadium on the date of this Agreement to another stadium located outside of Glendale. The NFL will provide the Host Committee with notice and thirty (30) days opportunity to cure the situation described in (b) above if occurring at a time which is six (6) months or more prior to the Designated Super Bowl, or notice and ten (10) days opportunity to cure the situation if occurring closer to the Designated Super Bowl. If the situation is not cured to the NFL's reasonable satisfaction within the notice period described above, the NFL will have the right to immediately terminate this Agreement in addition to any and all other remedies that the NFL may have (including, without limitation, any remedies described in Section 3.2), and to withdraw the Designated Super Bowl and Official Events from Glendale. The Host Committee will then take all steps necessary or requested by the NFL to assist the NFL in transferring the responsibility for the local host of the Designated Super Bowl to another city. The Host Committee will make all agreements into which it enters in connection with the Designated Super Bowl and Official Events conditional upon the completion of any new or improved stadium contemplated hereunder prior to the Designated Super Bowl.

XIII. DEFINITIONS

Unless otherwise specified herein or the context requires otherwise, all terms with initial capital letters used and not defined herein shall have the meanings set forth below.

Affiliates: Entities that are owned 50% or more by the League, NFLP, the Member Clubs or their respective owners, now or hereafter in existence, including without limitation, NFL Enterprises, NFL Films, NFL Europe, NFL Management Council and NFL Charities.

Bid: The documents and materials described in Section 1.3.

Bid Specifications: The document described in Recital B of, and attached as Exhibit A to, this Agreement.

Commercial Affiliates: Those entities appointed by the NFL with Commercial Exploitation rights with respect to the League and the Designated Super Bowl.

Commercial Exploit[ation]: Any and all sponsorship, advertising, promotional, public relations, marketing, licensing, retail or wholesale merchandising, sales, franchising and other commercial activities, whether now existing or hereafter developed.

Community or Host Community: The cities and surrounding areas in which the Stadium is located in which all events, activities and influence of the Designated Super Bowl may be experienced.

Designated Super Bowl: Super Bowl XLII.

Effective Date: The effective date of this Agreement, which is set forth in the first paragraph of this Agreement.

Force Majeure: The term "Force Majeure" shall have the meaning ascribed to it in Section 10.

Hospitality Partners: The local Host Community companies described in Section 2.1 of this Agreement.

Host Committee: The entity identified in the preamble to this Agreement.

Indemnified Parties: The entities specified in the definition set forth in Section 9.1.

League: The National Football League, an unincorporated, not-for-profit association.

Member Clubs: The member professional football clubs comprising the League, including the Teams.

NFL Delegation: League officials, game officials, NFLP representatives, Team delegations (including players), and other members and guests of the League and NFLP, including, without limitation, the employees of the Commercial Affiliates.

NFL Marks: All copyrights, trademarks, trade names, and indicia of identification owned or licensed by the League, NFLP and Member Clubs, including without limitation, the Super Bowl Mark.

NFLP: The term NFLP shall mean National Football League Properties, Inc., a California corporation.

Official Events: All officially sanctioned events staged by the NFL in connection with the Designated Super Bowl, including but not limited to the NFL Experience, the NFL Friday Night Party, the NFLP Saturday Night Parties, the NFLP Tailgate Party, the NFL Corporate Hospitality Village, the Super Bowl Concert Series, the NFL Charity Golf Tournament and other events referred to in the Bid Specifications related to the Designated Super Bowl. Some Official Events may be hosted by Member Clubs and Affiliates, including NFL Enterprises, NFL Films, World League and NFL Charities. Host Committee events described in Section 2.4 of this Agreement shall not be considered Official Events.

Recording: Film and/or video (or other visual and/or audio and/or data methods of recordation) rights relating to the Super Bowl Game and the Official Events, whether now existing or developed in the future.

Rights Holders: The Recording and Telecast rights holders for the Designated Super Bowl and the Official Events.

Super Bowl Game: The annual professional football championship contested under the governance of the NFL and the ceremonies preceding, during halftime and following the game.

Super Bowl Mark: The official logo of the Designated Super Bowl designed by the NFL.

Stadium: The official stadium selected by the NFL for the Designated Super Bowl, and the airspace and surrounding areas identified in an agreement between the NFL and the Stadium owner, including without limitation, parking facilities, concourses, concession areas, fencing and entrances.

Teams: The two (2) Member Clubs competing in the Designated Super Bowls.

Telecast: Any and all types of television, radio and/or computer network (or other visual and/or audio methods of transmission) broadcast, telecast and/or other modes of exhibition, whether now existing or developed in the future, including without limitation, all transmissions by conventional UHF and VHF broadcast, cable, closed circuit, World Wide Web, Internet, direct broadcast satellite or multi point distribution service, free or encoded, in black and white or in color, live or by means of any type of recordings made or obtained, for private or public viewing.

XIV. MISCELLANEOUS

14.1 Notices. Notices, requests and other communications hereunder shall be in writing and may be delivered: (a) personally by hand; (b) by prepaid overnight commercial delivery service; or (c) by facsimile (fax) with confirmation of receipt, addressed as follows, unless changed by written notice:

if to the League:

National Football League
280 Park Avenue
New York, NY 10017
Phone: (212) 450-2000
Fax: (212) 681-7581
Attention: James H. Steeg, Senior Vice President of Special Events
With copies to: Derrick Heggans, Assistant Counsel for Broadcast Operations and Policy

if to NFLP:

NFL Properties LLC
280 Park Avenue
New York, NY 10017
Phone: (212) 450-2537
Fax: (212) 681-7598
Attention: General Counsel
With copies to: Derrick Heggans, Assistant Counsel for Broadcast Operations and Policy

if to the Host Committee:

c/o Greater Phoenix Convention and Visitors Bureau
400 East Van Buren
Suite 600
Phoenix, Arizona 85004
Attention: Gregg Holmes

Such notice shall be effective upon receipt.

14.2 Assignment. This Agreement may not be transferred or assigned by the Host Committee (whether voluntarily or by operation of law) without the prior written consent of the NFL and NFLP. The NFL and the NFLP have the right to transfer this Agreement to related entities and affiliates. Other than as set forth herein, any attempted assignment shall be void and a material breach of this Agreement.

14.3 No Joint Venture Partnership or Agency. Neither this Agreement nor the course of dealing among them shall create a joint venture, partnership, franchise, principal-agent or similar relationship among the League, NFLP and the Host Committee. The Host Committee shall not act or purport to act as an agent of the League or NFLP and this Agreement shall not be deemed to constitute the Host Committee with general authority or power to act on behalf of the League or NFLP. The Host Committee shall not enter any agreements which are binding upon the NFL. The Host Committee shall not act in any manner which will expose the NFL to liability, nor will the Host Committee pledge or attempt to pledge the NFL's credit. The Host Committee understands, agrees and acknowledges that the Host Committee is solely responsible for the

payment of any taxes and/or assessments owing due to revenues earned by the Host Committee, or the performance of the services described herein or otherwise pursuant to this Agreement.

14.3 Required Clauses. In each and every other transaction the Host Committee enters in connection with the Designated Super Bowl or Official Events, the Host Committee agrees to incorporate required clauses substantially in the form attached hereto as Exhibit D.

14.4 Severability. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of such provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

14.5 Entire Agreement. This Agreement (including all Exhibits and documents referred to herein which form a part of this Agreement) constitutes the entire agreement of the parties and its provisions supersede any and all prior and contemporaneous agreements or understandings relating to the same subject matter.

14.6 Governing Law; Arbitration. This Agreement will be governed by and construed in accordance with the laws of the State of New York. The NFL and the Host Committee shall use their best efforts to agree upon any matter which requires their mutual consent pursuant to the terms of this Agreement, and to resolve any conflict between them arising under or in connection with this Agreement. Any dispute that cannot be resolved among the parties relating in any way to this Agreement, or the performance thereof, shall be resolved by binding arbitration in accordance with the *Commercial Arbitration Rules of the American Arbitration Association*. The arbitration shall be conducted in New York, New York, before a mutually approved arbitrator or, failing agreement of the parties, an arbitrator selected in accordance with AAA rules. Such arbitration shall be the exclusive forum for resolving any dispute among the parties. All parties shall continue to perform all of their obligations under this Agreement pending the outcome of such arbitration. Both parties waive all rights to assert claims for punitive damages but not consequential damages. Either party will have the right to enforce or confirm the award or determination in its favor by an action commenced in the Supreme Court of the State of New York, County of New York or in the United States District Court, Southern District of New York; and both parties hereby consent to the jurisdiction of both such courts. Each of the NFL and the Host Committee shall pay one half (1/2) of the fees and expenses of the arbitrators, unless directed otherwise by the arbitrators' award.

14.7 Waiver. The failure of the NFL or the Host Committee to insist in any one or more instances upon the strict performance of any of the covenants, agreements, terms, provisions or conditions of this Agreement, or to exercise any election herein contained, shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver by the NFL or the Host Committee of any covenant, agreement, term, provision, condition or election of this Agreements shall be deemed to have been made unless expressed in writing and signed by an appropriate officer on behalf of the League, NFLP and the Host Committee.

14.9 Further Assurances. The Host Committee agrees to execute and deliver, or cause to be executed and delivered, such instruments and documents as the NFL may reasonably request or require to more effectively carry out the purpose and intent of this Agreement.

14.10 Confidentiality. Unless otherwise approved in writing by the parties, each party shall keep the terms of this Agreement confidential, and except in cases of legal compulsion, neither party shall disclose any of the specific terms or conditions of this Agreement to anyone other than its legal or financial advisors.

14.11 No Third Party Beneficiaries. It is expressly understood that there are no third party beneficiaries to this Agreement other than the Affiliates, the Member Clubs and the officers, directors, shareholders, agents, representatives and employees of the League, NFLP, the Affiliates and the Member Clubs.

14.12 Headings. The headings used herein are merely for convenience and shall not affect the interpretation of any provision of this Agreement.

14.13 Amendments. No amendment to this Agreement shall be deemed to have been made unless expressly agreed upon in writing signed by an appropriate officer of the League and NFLP.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers effective on the day and year first written above.

NATIONAL FOOTBALL LEAGUE, an unincorporated not-for-profit association

By: _____
Name: _____
Title: _____

NFL PROPERTIES LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

ARIZONA SUPER BOWL HOST COMMITTEE
An Arizona Corporation

By: Gregg Holmes
Name: Gregg Holmes
Title: Chairman

Exhibit A
Bid Specifications and Responses

Exhibit B

Reserved Products and Services
Airlines
Athletic Footwear
Audio/Video Tapes
Automobiles/Trucks
Batteries/Car Batteries
Beer
Cameras/Binoculars
Carbonated Soft Drinks/Carbonated Mixers/Carbonated Water
Cereal - Ready to Eat (protected during the Regular Season only)
Coffee/Tea: Ready to Drink only
Confectionery:
Candy: Chocolate and non-chocolate
Candy: Premium
Caramels
Marshmallows
Gum
Breath Mints/Mints
Consumer Electronics
Credit Cards/Banks
Cruise Lines
Deodorant/Anti-Perspirant
Energy Bars
Express Package Delivery/Shipping Services
Film
Fruit Juice/Juice Drinks/Juice
Refrigerated, frozen and shelf stable
Juice: liquid concentrate
Gasoline
Hardware Retailers
Hotels
Life/Auto Insurance
Lunch Kits
Milk
Motor Oil
Moving Services
Nasal Strips
Office Supply Retailer
On-line and Off-line Financial Services
Internet On-line Service (to be evaluated and protected on a case-by-case basis)
Pasta Meals: Canned (shelf stable)
Pasta Sauce: Dry/Other/Tomato based
Pasta Sauce (refrigerated)
Tomato Sauce/Paste/Puree
Popcorn: Ready to Eat only
Razors
Red and White Processed Meats/Pickles

Reserved Products and Services
Bacon: Pork/Turkey
Breakfast Entrees/Sandwiches (Refrigerated only)
Cocktail Links (refrigerated)
Dinner Sausage/Turkey
Hot Dogs
Lunch Meats-Deli Counter
Lunch Meats (refrigerated)
Meat Substitute
Breakfast Sausage
Corn Dogs (refrigerated)
Beef: prepared/pre-cooked/cooked beef products (shelf stable, refrigerated or frozen)
Pork: prepared/pre-cooked/cooked pork products (shelf stable, refrigerated or frozen)
Turkey: prepared/pre-cooked/cooked turkey products (shelf stable, refrigerated or frozen)
Chicken: prepared/pre-cooked/cooked chicken products (shelf stable, refrigerated or frozen)
Chicken Snack: Nuggets/Wings (shelf stable, refrigerated or frozen)
Pickles (shelf stable or refrigerated)
Rental Cars
Restaurants - Quick Serve and Full Serve
Salted Snacks
Potato Chips
Salty Snacks: Other
Pretzels
Tortilla Chips
Snack Mixes
Shaving Preparations
Soup
Soup: Liquid (refrigerated, shelf stable and frozen)
Soup: Dry
Broth: Liquid (refrigerated, shelf stable and frozen)
Broth: Dry
Sports/Isotonic Drinks
Telecommunications: local/long distance; hardware
Tires
Truck Leasing
Vitamins/Dietary Supplements (all):
Diet Aids
Dietary Supplements
Energy/Muscle Builders
Stimulants
Vitamins
Wine/Cider/Low Alcohol Refreshers
Such other categories as the NFL may designate in writing from time to time

Exhibit C
Blackout Dates & Reserved Concepts

Blackout Dates

The following dates are exclusively reserved for events to be staged by the NFL:

Friday night prior to the Designated Super Bowl;
Saturday night prior to the Designated Super Bowl; and
Sunday of the Designated Super Bowl.

Reserved Concepts

The following concepts are exclusively reserved for events to be staged by the NFL:

1. Fan Festivals;
2. Pre-game, halftime and post-game ceremonies;
3. Concert Series;
4. Televised or recorded music events or other televised or recorded cultural events;
5. Golf Tournament Events;
6. Players Clinics;
7. On-Site Hospitality; and
8. Welcome Centers and Information Booths.

Approval Guidelines and Procedures

Submit a request for approval to the NFL for each event to be presented by the Host Committee. The NFL recommends that requests be submitted at least six (6) months in advance in order to allow the parties to attempt to work out any scheduling or other difficulties. The request for approval should at a minimum, describe the type of event, the date, the location, the expected attendance, expected media coverage, the projected budget and sources of funding and the amount and nature of any support requested from the NFL.

Exhibit D
Required Clauses

Commercial Identification Prohibition. Unless an officer of the National Football League (the "League") or National Football League Properties, Inc. ("NFLP") agrees otherwise in advance in writing, all parties contracting with or providing services to the Host Committee in connection with the Super Bowl Game must agree that neither they nor their affiliates, agents, employees, representatives, suppliers or subcontractors will commercially exploit in any manner the nature of their transaction with or services provided to the Host Committee, including without limitation, (a) by referring to the transaction or the services, the Host Committee or the Super Bowl game in any sales literature, advertisements, letters, client lists, press releases, brochures or other written, audio or visual materials, (b) by using or allowing the use of the mark "Super Bowl" or any other service mark, trademark, copyright or trade name now or which may hereafter be owned or licensed by the League or NFLP in connection with any service or product, or (c) by otherwise disclosing their affiliation with the Host Committee or the Super Bowl Game for a commercial purpose.

Clearances and Licenses. All parties contracting with or providing services to the Host Committee in connection with cultural and or other entertainment events which the Host Committee hosts or with which it is associated in connection with the Super Bowl game must agree that they are responsible for providing all clearances, licenses, permissions and consents (including without limitation all music clearances, synchronization rights, publicity rights, union and guild fees and the like) as may be necessary for the presentation of any such events, and as may be necessary for the further exploitation of such events, to the extent permitted by the League or NFLP, in any and all media and in any and all forms, whether now known or hereafter developed.

Indemnification. Every party contracting with or providing goods or services to the Host Committee in connection with the Super Bowl game must agree to indemnify, defend and hold harmless the League, NFLP, its member professional football clubs ("Member Clubs"), and their Affiliates and each of their officers, directors, shareholders, agents, representatives and employees from and against any liabilities, obligations, damages, losses, claims, demands, recoveries, settlements, deficiencies, costs or expenses (including without limitation reasonable attorneys' fees and expenses) which such parties may suffer or incur in connection with, resulting from or arising out of the contracting parties' obligations to the Host Committee or the provisions of goods or services to the Host Committee.

Compliance with Law. Every party contracting with or providing goods or services to the Host Committee in connection with the Super Bowl game must agree to comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or promulgated by other agencies or bodies having or claiming jurisdiction) applicable to the performance of such party's obligations to the Host Committee.

Exculpation Clause. Every party contacting with or providing goods or services to the Host Committee in connection with the Super Bowl game must agree to look solely to the assets of the Host Committee for any recourse, and not the League, NFLP, the Member Clubs or their Affiliates, or any of their officers, directors, shareholders, agents, representatives or employees.