

**AMENDMENT NUMBER TWO TO  
MANAGEMENT AND PRE-OPENING SERVICES AGREEMENT**

THIS AMENDMENT NUMBER TWO TO MANAGEMENT AND PRE-OPENING SERVICES AGREEMENT (this "Amendment") is made and entered into effective as of the 1st day of April, 2010 (the "Effective Date"), by and between Arizona Tourism and Sports Authority, d/b/a the Arizona Sports and Tourism Authority, existing pursuant to Arizona Revised Statutes §5-801 et seq., as the same may be modified or amended (collectively, the "Act"), as a corporate and political body of the State of Arizona having all the rights, powers and immunities of a municipal corporation (the "Authority") and Global Spectrum, L.P., a Delaware limited partnership (the "Manager"). The Authority and the Manager are sometimes individually referred to herein as a "Party" and are collectively referred to herein as the "Parties".

**RECITALS**

A. The Authority and the Manager previously entered into that certain Management and Pre-Opening Services Agreement dated May 1, 2004, as amended by the Amendment to that Management Agreement dated as of July 1, 2009 (collectively, the "Management Agreement"), wherein the parties agreed to amend the term and compensation arrangement for the Manager.

B. The Term has expired and the parties wish to enter into this Amendment to provide for a new term.

C. The parties have agreed upon a new incentive compensation arrangement.

D. The Authority and the Manager now wish to further amend the Management Agreement to provide for a new term and for incentive compensation arrangement.

**AGREEMENTS**

1. Capitalized terms used but not defined in this Amendment shall have the meanings given them in the Management Agreement.

2. Section 12.3(a)(i) and (a)(ii) of the Management Agreement are amended by are deleted in their entirety and replaced with the following:

(i) Authority's Award of Incentive Fee. During the period from April 1, 2010 and until June 20, 2013, two thirds (2/3) of the amount available for award in the Incentive Fee shall be awarded by the Authority based on objective based financial criteria attached hereto as Exhibit A.

(ii) Incentive Fee To Be Recommended by Fiesta Bowl and Primary User. During the period from April 1, 2010 and until June 30, 2013, then one third (1/3) of the amount available for award in the Incentive Fee may be recommended for award to the Manager by the Fiesta Bowl and the Primary User based on a subjective evaluation of the Manager's performance by such party in accordance with the provisions of Exhibit A; it being understood that notwithstanding the recommendations by the Fiesta Bowl and the Primary User, the Authority has the right to award or not award that portion of the Incentive Fee set forth in this subsection (ii).

(iii) No Incentive Fee for Certain Period. There shall be no Incentive Fee awarded from the Effective Date and until July 1, 2010.

3. Section 11 of the Management Agreement is deleted in their entirety and replaced with the following:

Term. The Term of this Agreement shall commence on April 1, 2010 and terminate on June 30, 2013 (the "Term"); it being understood that the Authority may terminate this Agreement by sixty (60) days prior written notice to the Manager, without penalty or cause, at the thirty-sixth month of the Term."

4. The Parties agree that the effect of this Amendment shall be only to modify and amend certain terms of the Management Agreement. To the extent not amended by this Amendment, the Parties agree that the Management Agreement and all its provisions remain unchanged. The Parties agree that in the event that any provision of this Amendment conflicts with the Management Agreement, the provisions of this Amendment shall be controlling.

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

**AUTHORITY**

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

By: Tom Sackler  
Name: Tom Sackler  
Its: President and CEO

**MANAGER**

GLOBAL SPECTRUM, L.P.,

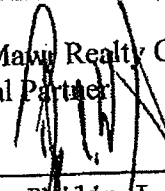
By: Global Spectrum, Inc.  
Its: General Partner

By: John P. [Signature]  
Name: John P. [Signature]  
Title: SR VP/200

Comcast Spectacor, L.P., by and through its General Partner, hereby unconditionally guaranties the full, due and punctual payment and the full, faithful and complete performance of the obligations of the Manager hereunder. Comcast Spectacor, L.P. hereby expressly waives all suretyship defenses and waives and surrenders any defense to its liability under this guaranty based upon any acts, omissions, agreements, waivers or matters other than those defenses available to the Manager as set forth in this Amendment, it being the purpose and intent of this guaranty that the obligations of Comcast Spectacor, L.P. be irrevocable, absolute and unconditional under any and all other circumstances.

COMCAST SPECTACOR, L.P.,

By: Bryn Mawr Realty Corp.,  
Its: General Partner

By:   
Name: Philip I. Weinberg  
Title: President & Secretary

**Exhibit A**

**Incentive Fee**

A. **Maximum Amount of Incentive Fee:** The Incentive Fee during any fiscal year shall be no more than the annual fixed fee. The annual fixed fees and thus the maximum amount of Incentive Fee available for award under the Agreement are as follows:

1. July 1 2010 - June 30, 2011: **\$150,000** (based on fixed fee of \$12,500 per month)
2. July 1, 2011 - June 30, 2012: **\$157,500** (based on fixed fee of \$13,125 per month)
3. July 1, 2012 - June 30, 2013: **\$165,375** (based on fixed fee of \$13,781.25 per month)

B. **Amount of Incentive Fee to Be Awarded by Authority:** The amount of the Incentive Fee to be award by the Authority is set forth below and shall be based on the following criteria:

**Amount to be award by the Authority:**

1. July 1, 2010 – June 30, 2011: 2/3 of management fee up to \$100,000
2. July 1, 2011 – June 30, 2012: 2/3 of management fee up to \$105,525
3. July 1, 2012 – June 30, 2013: 2/3 of management fee up to \$110,001.25

**Authority's Criteria:** The Authority's criteria for the award will be based on the following categories or goals:

- Attendance
- Tax recapture
- Food and beverage
- Number of events
- Facility use fees

These five criteria will be weighted equally with a value of 20%. The goals for each criteria will be set at a level as defined in each upcoming fiscal year budget during the Term, which shall budget shall be approved by the Authority's Board of Directors.

**Formula:** 75% (or for 2010= \$75,000) of the amount of the Authority's Incentive Fee will be awarded if all of the goals are reached. If certain goals are not reached the award will be discounted accordingly using the corresponding percentage. See example below.

Category	Goal	Actual	Percent to Goal	Percent Awarded
Attendance	500,000	400,000	80%	16%
Tax recapture	500,000	500,000	100%	20%
Food and beverage	500,000	400,000	80%	16%
Number of events	100	90	90%	18%
Facility Use Fee	500,000	500,000	100%	20%
<b>Total percentage awarded</b>				<b>90%</b>

$\$75,000 \times 90\% = \$67,500$

If goals are exceeded, the Authority's Incentive Fee percentage will be adjusted accordingly. See example below:

Category	Goal	Actual	Percent to Goal	Percent Awarded
Attendance	500,000	600,000	120%	24%

Tax recapture	500,000	700,000	140%	28%
Food and beverage	500,000	500,000	100%	20%
Number of events	100	110	110%	22%
Facility Use Fee	500,000	500,000	100%	20%
Total percentage awarded				114%

\$75,000 x 114% = \$85,500

Caps at \$100,000 in FY2011

\$105,525 in FY2012

\$110,001 in FY2013

C. Incentive Fee to be Recommended by the Fiesta Bowl and the Primary User: This portion of the Incentive Fee may be recommended for award by the Fiesta Bowl and the Primary User based on evaluations completed by such parties, it being understood notwithstanding such recommendations by the Fiesta Bowl and the Primary User, the Authority has the right to award or not award this portion of the Incentive Fee. The potential total amount of the award recommended cannot be more than the 1/3 of the maximum Incentive Fee and shall be allocated between the Fiesta Bowl and the Primary User as follows:

Fiscal Year During Term	Fiesta Bowl	Primary User
July 1, 2010- June 30, 2011	\$10,000	\$40,000
July 1, 2011- June 30, 2012	\$10,395	\$41,580
July 1, 2012- June 30, 2013	\$10,915	\$43,659

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