

**AMENDMENT NUMBER ONE TO THE  
CONCESSION SERVICES AGREEMENT**

THIS AMENDMENT NUMBER ONE TO THE CONCESSION SERVICES AGREEMENT (this "Amendment") is dated as of May 1, 2013 by and among the TOURISM AND SPORTS AUTHORITY, d/b/a THE ARIZONA SPORTS AND TOURISM AUTHORITY (the "Authority"), ARIZONA CARDINALS FOOTBALL CLUB LLC, a Delaware limited liability company, d/b/a Arizona Cardinals ("Club"), NEW CARDINALS STADIUM, LLC, an Arizona limited liability company ("Stadium LLC") and ROJO HOSPITALITY GROUP LLC, a Delaware limited liability company (the "Concessionaire"). For purposes of this Agreement, Club and Stadium LLC are collectively referred to herein as the "Cardinals". The Authority, Club, Stadium LLC and Concessionaire are sometimes collectively referred to herein as the "Parties".

**RECITALS**

A. The Parties entered into that certain CONCESSION SERVICES AGREEMENT dated as of February 9, 2010 (the "Original Agreement").

B. Pursuant to Section 3.2 of the Original Agreement and a written request from the Concessionaire dated December 22, 2011, the term of the Original Agreement was extended to July 31, 2013 (the "Current Expiration Date").

C. The Authority, the Cardinals and the Concessionaire wish to enter into this Amendment to extend the Term of the Original Agreement for three (3) years after the Current Expiration Date and to permit the Concessionaire to continue to manage and operate the Concession Services at the Facility in accordance with the terms of the Original Agreement as amended by this Amendment and to make certain other amendments to the Original Agreement, as set forth below.

D. The Board of Directors of the Authority has approved this Amendment.

**AGREEMENT**

1. TERM. Section 3.1 of the Original Agreement is amended by deleting it in its entirety and replacing it with the following:

3.1 Term and Termination. The license granted to Concessionaire pursuant to Article 2 of this Agreement commenced on August 1, 2010 (the "Effective Date") and was subsequently extended to July 31, 2013. Such license is hereby extended for an additional term of three (3) years commencing on August 1, 2013 (the "Extension Date") and shall remain in full force and effect for three (3) years after the Extension Date (the "Term"), unless extended or terminated as provided herein.

2. FINANCIAL CONSIDERATION.

(a) Advances Against Future Remittances. The following is hereby added to the Agreement immediately following Section 4.5.4:

4.5.5 To the extent (i) the Concessionaire makes or has made one or more advances pursuant to Section 4.5.1, 4.5.2, 4.5.3 and/or 4.5.4 and (ii) the aggregate amount required to be remitted to the Authority by the Concessionaire during the applicable twelve (12) Monthly Accounting Periods is less than the amount of such advance (the aggregate amount of such

difference (if any) with respect to all periods, calculated at any particular point in time, is referred to as the "Unapplied Remittance Amount"), then the following shall apply:

(a) The amount the Concessionaire is obligated to pay to the Authority under Section 4.5.4 as an advance on Year Four Remittances shall be reduced by an amount equal to the Unapplied Remittance Amount as of the close of business on August 1, 2013.

(b) To the extent the Unapplied Remittance Amount is a positive number at any time during the Term, to recoup the applicable advances, the Concessionaire shall retain all amounts which would otherwise be remitted to the Authority by the Concessionaire under Section 4.1.3 ("Authority Remittances") until the Unapplied Remittance Amount equals zero.

4.5.6 If at any time during the Term the Authority's annual operating budget for any Fiscal Year, as presented to and approved by the Board of Directors of the Authority, contains a forecast of the operating cash balance at the end of that Fiscal Year of less than Two Million Five Hundred Thousand Dollars (\$2,500,000), then on August 1 of that same Fiscal Year, the Concessionaire will pay the Authority Five Hundred Thousand Dollars (\$500,000) as an advance (a "Cash Advance") on all Authority Remittances after the date of such Cash Advance. To recoup the Cash Advance(s), the Concessionaire shall retain all Authority Remittances (after the Concessionaire has retained any Authority Remittances required to be retained by it under Section 4.5.5(b)) until the aggregate amount of all Cash Advances has been recouped by the Concessionaire. In the event any Cash Advances are outstanding as of the end of the Term, such Cash Advances shall be due and payable to the Concessionaire as of the last day of the Term.

### 3. MISCELLANEOUS.

(a) Defined Terms. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meanings as are set forth for such terms in the Original Agreement.

(b) Full Force and Effect. The effect of this Amendment shall be only to modify and amend certain terms of the Original Agreement. To the extent not amended by this Amendment, the Original Agreement and all its provisions remain unchanged.

(c) Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment.

(d) Conflict. In the event that any provision of this Amendment conflicts with the Original Agreement, the provisions of this Amendment shall be controlling.

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

The Authority:

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

By: Thomas R Sadler  
Name: Thomas R. Sadler  
Its: Chief Executive Officer and Exec. Director

The Concessionaire:

ROJO HOSPITALITY GROUP LLC

By: Ron Minegar  
Name: Ron Minegar  
Its: Exec. Vice Pres. and Chief Operating Officer

Club:

ARIZONA CARDINALS FOOTBALL CLUB LLC

By: Ron Minegar  
Name: Ron Minegar  
Its: Exec. Vice Pres. and Chief Operating Officer

Stadium LLC:

NEW CARDINALS STADIUM, LLC

By: Ron Minegar  
Name: Ron Minegar  
Its: Exec. Vice Pres. and Chief Operating Officer

*Signature Page to Amendment Number One to the Concession Services Agreement*