

When recorded, return to:

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Fennemore Craig, P.C.
Attention: Sarah A. Strunk
3003 North Central Avenue, Suite 2600
Phoenix, Arizona 85012

FIRST AMENDMENT TO SPECIAL WARRANTY DEED

THIS FIRST AMENDMENT TO SPECIAL WARRANTY DEED (this "First Amendment") is made as of the 12th day of October, 2005, by B & B HOLDINGS, INC., an Arizona corporation dba Arizona Cardinals ("Grantor") and TOURISM AND SPORTS AUTHORITY, a corporate and political body of the State of Arizona ("Grantee").

RECITALS

A. Reference is hereby made to that certain Special Warranty Deed recorded in the Official Records of Maricopa County, Arizona, as Instrument No. 20031112994 (the "Deed"), relating to the real property more particularly described therein (the "Property"). The legal description for the Property is set forth on Exhibit A attached hereto. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Deed.

B. Grantor and Grantee desire to amend the Deed as hereinafter set forth.

AGREEMENTS

In consideration of the premises herein contained and for other good and valuable consideration, receipt of which is hereby acknowledged, Grantor and Grantee hereby amend the Deed to delete the second paragraph thereof and to add the following:

1. In all events, notwithstanding any provision of the Deed or of that certain Development and Disposition and Intergovernmental Agreement between Grantee and the City of Glendale, Arizona, an Arizona municipal corporation, dated September 3, 2002 and recorded in the Official Records of Maricopa County, Arizona in Instrument No. 2002-0912994, as supplemented on September 11, 2002 and amended (as amended, the "Development Agreement"), the Property shall automatically revert to the Grantor at any time on or after the date sixty (60) years from the Operations Start Date (as defined in the Development Agreement) (such reversion being the "Automatic Reversion") regardless of the satisfaction or non-satisfaction of the conditions set forth in Section 2.1 of the Development Agreement; provided that such reversion of the



Property to the Grantor shall occur prior to such date upon the occurrence of certain conditions as follows:

(a) Upon a reversion under the provisions of Section 14.3 of the Development Agreement; or

(b) Upon the occurrence of an event that would permit Grantor to give a reversion notice pursuant to Section 2.1 of the Development Agreement.

Upon the occurrence of the Automatic Reversion or the conditions to the reversion of the Property specified in Sections 1(a) or 1(b) above, a reversion notice may be given by Grantor to Grantee and in such event the reversion shall occur (i) immediately with respect to the Automatic Reversion or the occurrence of the condition specified in Section 1(a) above or (ii) in accordance with the provisions set forth in Section 2.1 of the Development Agreement with respect to the occurrence of the conditions specified in Section 1(b) above.

Upon any reversion of the Property to Grantor, the Grantee shall, if Grantor shall so elect, at Grantee's own cost, cause all improvements on the Property to be razed.

Except as amended by this First Amendment, the Deed remains unmodified and in full force and effect. This First Amendment may be executed in counterparts, each of which shall be deemed an original but together shall constitute a single instrument.

A handwritten signature in black ink, appearing to be a stylized name, located in the bottom right corner of the page.

IN WITNESS WHEREOF, Grantor and Grantee have executed this First Amendment to Special Warranty Deed as of the date set forth above.

GRANTOR:

B & B HOLDINGS, INC., an Arizona corporation dba Arizona Cardinals

By Michael J. Bidwell
Name: Michael J. Bidwell
Title: V.P. + General Counsel

STATE OF ARIZONA)
)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 12th day of October, 2005, by Michael J. Bidwell, the V.P. + General Counsel of B & B HOLDINGS, INC., an Arizona corporation dba Arizona Cardinals, on behalf of the corporation.

Judy L. Maloney
Notary Public

My Commission Expires: 10/1/09



4/11/09

IN WITNESS WHEREOF, Grantor and Grantee have executed this First Amendment to Special Warranty Deed as of the date set forth above.

GRANTEE:

TOURISM AND SPORTS AUTHORITY, a corporate and political body of the State of Arizona

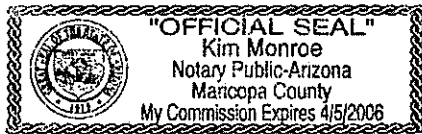
By Ted A. Ferris
Name: Ted A. Ferris
Title: President/CEO

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 17th day of October, 2005, by Ted A. Ferris, the President/CEO of TOURISM AND SPORTS AUTHORITY, a corporate and political body of the State of Arizona, on behalf of the corporation.

Kim Monroe
Notary Public

My Commission Expires: 4/5/2006



[Handwritten Signature]

EXHIBIT "A"
Parcel 5A

That portion of the South half of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a flush brass cap accepted as the East quarter corner of said Section 9 from which a brass cap in hand hole accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9, a distance of 2644.97 feet to an iron pipe accepted as the center of Section 9;

Thence South 00 degrees 11 minutes 24 seconds East, along the west line of said Southeast quarter, a distance of 55.03 feet to a point on the southerly right-of-way line of Maryland Avenue;

Thence continuing South 00 degrees 11 minutes 24 seconds East, along said west line, a distance of 457.81 feet to the **POINT OF BEGINNING**;

Thence North 58 degrees 00 minutes 22 seconds East a distance of 261.40 feet;

Thence North 80 degrees 30 minutes 00 seconds East a distance 147.11 feet;

Thence South 77 degrees 00 minutes 00 seconds East a distance 134.06 feet;

Thence South 54 degrees 30 minutes 00 seconds East a distance of 182.34 feet;

Thence South 32 degrees 00 minutes 14 seconds East a distance of 432.40 feet;

Thence South 09 degrees 28 minutes 53 seconds East a distance of 126.62 feet;

Thence South 13 degrees 00 minutes 00seconds West a distance of 218.00 feet;

Thence South 28 degrees 46 minutes 39 seconds East a distance of 121.59 feet;

Thence South 25 degrees 57 minutes 38 seconds East a distance of 246.81 feet;

Thence South 29 degrees 33 minutes 10 seconds East a distance of 131.21 feet;

Thence South 48 degrees 28 minutes 44 seconds West a distance of 41.34 feet;

Thence South 13 degrees 39 minutes 54 seconds West a distance of 65.24 feet;

Thence South 58 degrees 23 minutes 12 seconds West a distance of 327.08 feet;

Thence North 76 degrees 51 minutes 09 seconds West a distance of 58.77 feet;
Thence North 39 degrees 07 minutes 20 seconds West a distance of 325.82 feet;
Thence North 35 degrees 42 minutes 19 seconds West a distance of 201.29 feet;
Thence North 77 degrees 01 minutes 07 seconds West a distance of 155.06 feet;
Thence North 54 degrees 28 minutes 53 seconds West a distance of 142.32 feet;
Thence North 32 degrees 00 minutes 00 seconds West a distance of 424.69 feet;
Thence North 09 degrees 30 minutes 00 seconds West a distance of 179.50 feet;
Thence North 13 degrees 00 minutes 00 seconds East a distance of 196.57 feet;
Thence North 35 degrees 28 minutes 53 seconds East a distance of 90.82 feet;
Thence North 58 degrees 00 minutes 22 seconds East, a distance of 61.03 feet to the
POINT OF BEGINNING.

The above described parcel contains a computed area of 1,102,068.8275 square feet
(Or 25.3000 acres), more or less.

Prepared by:
CMX L.L.C.
7740 North 16TH Street
Suite 100
Phoenix, Az. 85020
Project No. 6807
July 31, 2003

