

## AGREEMENT

This Agreement (this "Agreement") is made and entered into as of the 9<sup>th</sup> day of February 2010 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 Rojo Event Management LLC, a Delaware limited liability company ("REM"). The Authority and REM are sometimes individually referred to herein as a "Party" and are collectively referred to herein as the "Parties."

## RECITALS

- A. In 2009 the Authority issued a Request for Proposals ("RFP") relating to the food and beverage concessions contract at University of Phoenix Stadium (the "Stadium") commencing August 1, 2010.
- B. Following the issuance of the RFP, the Authority conducted an extensive review process and, on the basis of that extensive review process and the opinion of an independent expert engaged by the Authority, the Authority has awarded the food and beverage concessions contract to Rojo Hospitality Group, an affiliate of REM.
- C. The Authority's determination to award the Rojo Concessions Agreement to Rojo Hospitality Group was based in part on the benefits to be made available to the Authority by REM pursuant to this Agreement, including the assurance of at least Seven Hundred Fifty Thousand Dollars (\$750,000.00) of annual benefits to the Authority as described in greater detail below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the Parties hereby agree as follows:

## AGREEMENTS

1. Defined Terms and Accounting Terms. Capitalized terms used in this Agreement shall have the meanings set forth in Exhibit 1.1 (such meanings to be equally applicable to the singular and the plural form of such terms). Unless otherwise specifically provided herein, any accounting term used in this Agreement shall have the meaning given to such term under GAAP.
2. Term. The term of this Agreement (the "Term") shall commence on July 1, 2010 (the "Effective Date") and shall remain in full force and effect for two (2) years after the Effective Date (the "Term"), unless extended or terminated as provided herein. The Term shall extend for an additional one (1) year period in the event the Authority in its sole and absolute discretion provides REM written notice of its intent to extend the Term no fewer than thirty (30) days prior to the expiration of the Term; provided that the Authority shall not have the right to extend the Term to include any period following the termination or expiration of the Rojo Concessions Agreement and provided further that the Authority shall have no right to extend the Term following the occurrence of any Material Change in

Law. In the event of any such extension, a similar option to extend shall exist with respect to the then-current Term, also subject to the sole and absolute discretion of the Authority, with each such extension being on the same terms and conditions (including notice requirements) set forth herein.

3. REM Services. The Authority hereby engages REM to provide the services contemplated by this Agreement. During the Term, REM shall work with the Authority and the Facility Manager to assist the Authority in generating Seven Hundred Fifty Thousand Dollars (\$750,000) (the "Target Qualified Amount") of Qualified Net Revenue and Qualified Cost Reductions during each Fiscal Year in accordance with this Agreement. Senior executives of REM shall attend bi-monthly planning meetings ("Planning Meetings") with the Authority and the Facility Manager to evaluate opportunities to generate Qualified Net Revenue and Qualified Cost Reductions for the Authority during each Fiscal Year in accordance with this Agreement and to review the progress toward achieving Target Qualified Amount during that Fiscal Year. At each Planning Meeting the Authority shall deliver to REM its calculation of the Actual Qualified Amount for the current Fiscal Year, which shall be as current as reasonably practicable, in writing.

4. Assurance of Annual Results. In the event with respect to any Fiscal Year the sum of all Qualified Net Revenue and Qualified Cost Reductions attributable to such Fiscal Year (the "Actual Qualified Amount") is less than the Target Qualified Amount, REM shall pay the Authority an amount equal to the difference between the Target Qualified Amount and the Actual Qualified Amount for such Fiscal Year (each such payment, a "True-Up Payment"), subject to the following provisions:

a. Time of Payment. Each True-Up Payment (if any) shall be made within thirty (30) days after the Authority delivers to REM its written statement of the True-Up Amount, if any (as prepared by the Authority's chief financial officer and certified by him or her as true and correct to the best of his or her knowledge), which statement shall be based on the Authority's books, records and financial statements (together with any relevant supporting documentation, including but not limited to Ticketmaster reports and tax remittance records) as of the end of the applicable Fiscal Year; provided that in the event of any dispute regarding the amount of any True-Up Payment, such payment shall not be due and payable until resolution of such dispute.

b. Carry-Forward of Surplus Actual Qualified Amounts. In the event during any Fiscal Year the Actual Qualified Amount exceeds the Target Qualified Amount (as adjusted in accordance with this Section), the Target Qualified Amount for the following Fiscal Year shall be reduced by the amount of such excess. In the event as a result of any reduction pursuant to this Section 4(b), the Target Qualified Amount for any Fiscal Year would be reduced below zero, the excess amount of such reduction shall be carried forward and the Target Qualified Amount for the next succeeding Fiscal Year shall be reduced by an amount equal to such excess.

c. Start-Up Period. Any Qualified Net Revenue or Qualified Cost Reductions generated or booked between the date of this Agreement and the first day of the Fiscal Year commencing July 1, 2010 (the "First Fiscal Year") shall be deemed to be Qualified Net Revenue or Qualified Cost Reductions, as applicable, for the First Fiscal Year.

d. Adjustment of Target Qualified Amount Upon Termination of Agreement. In the event for any reason this Agreement expires or is terminated on any date other than the last day of a Fiscal Year, the Target Qualified Amount with respect to the final Fiscal Year of this Agreement shall be reduced to equal the product of (x) the Target Qualified Amount for such Fiscal Year prior to such termination (as adjusted in accordance with Section 4(b)) multiplied by (y) a fraction, the numerator of which equals the number of days in such Fiscal Year prior to such termination and the denominator of which shall equal Three Hundred and Sixty Five (365). During the remainder of the Fiscal Year during which this Agreement expires or is terminated, (a) the Authority shall continue to cooperate in accordance with Section 5 with respect to any action or event to which the Authority has committed prior to such termination (including but not limited to any event booked prior to such termination but not scheduled to occur until after such termination); (b) REM shall have the right, but not the obligation, to continue to work to generate Qualified Net Revenue and Qualified Cost Reductions; and (c) REM shall be given full credit for any and all Qualified Net Revenue received or accrued and any Qualified Cost Reductions realized that are attributable to such Fiscal Year, whether received, accrued or realized (as applicable) before or after the termination of this Agreement.

e. Credit Support. REM shall furnish to the Authority, at least thirty (30) days prior to the Effective Date, a surety bond issued by a surety company licensed to do business in the State of Arizona and reasonably acceptable to the Authority in a minimum amount equal to the Target Qualified Amount, which surety bond shall cover REM's obligation to make any True-Up Payments which may become due and payable hereunder. The amount of such surety bond may be reduced by REM from time to time during the term of this Agreement to reflect the maximum amount which may become due and payable as a True-Up Payment within the subsequent twelve (12) month period (the "One-Year Payment Amount"); provided that REM shall promptly increase the amount of such surety bond if the One-Year Payment Amount materially increases as of any date (for example, at the beginning of a Fiscal Year). The surety company is required to have a minimum rating of A- Class XII or better in the current issue of Best's Key Rating Guide published by A.M. Best and Company, Inc. Upon termination or expiration of this Agreement, the Authority shall return the bond to REM.

5. Cooperation. The Authority shall provide reasonable cooperation to generate Qualified Net Revenue and Qualified Cost Reductions in accordance with this Agreement. Without limiting the foregoing, in connection with REM's efforts to generate incremental net revenue and cost reductions in accordance with this Agreement, the Authority shall (a) use commercially reasonable efforts to obtain, or assist the relevant party in obtaining (and no Authority Representative shall take any action which would reasonably be considered detrimental to such efforts), any licenses, permits or other approvals of any Governmental Entity which may be necessary or desirable from time to time in connection with the generation of Qualified Net Revenue or Qualified Cost Reductions and (b) shall instruct the Facility Manager (and any other party engaged by the Authority to assist in the management or operation of the Stadium or any portion of Sportsman's Park) to provide reasonable cooperation consistent with the Authority's obligations under this Agreement. Except to the extent any provision of this Agreement

specifically provides that a party may act in its sole and absolute discretion with respect to a particular matter, the Authority and REM shall act reasonably in connection with all approvals, determinations and other actions under this Agreement, including without limitation any such approvals, determinations or other actions relating to whether net revenues or cost reductions constitute Qualified Net Revenue or Qualified Cost Reductions, as applicable. REM shall have the right to audit all books and records of the Authority which are relevant to any calculation of Qualified Net Revenue or Qualified Cost Reductions under this Agreement, any such audit to be at REM's sole cost. During the Term, REM shall use commercially reasonable efforts to generate Qualified Net Revenue and Qualified Cost Reductions for the Authority; provided that so long as REM complies with its obligations to attend Planning Meetings and makes any True-Up Payments as and when due under this Agreement and does not generally discontinue its efforts to generate Qualified Net Revenue and Qualified Cost Reductions for the Authority, REM may in its sole and absolute discretion determine which opportunities to pursue and which actions to take in connection with this Agreement and nothing in this Agreement shall obligate REM or any of its affiliates to pursue any particular opportunity or take any particular action.

6. Termination. The Authority may terminate this Agreement at any time and for any reason upon written notice to REM without further obligation or liability to REM hereunder (except as provided in the last sentence of this Section 6). REM may terminate this Agreement upon written notice to the Authority in the event the Authority materially breaches any of its obligations hereunder, but only after notice to the Authority detailing the nature of the breach and, if such breach is capable of being cured, giving the Authority thirty (30) days to cure such breach following delivery of such notice. This Agreement shall terminate immediately upon termination or expiration of the Rojo Concessions Agreement. REM's right to audit the Authority's books and records and the provisions of Sections 9 (Dispute Resolution) and 10 (Miscellaneous) shall survive any termination or expiration of this Agreement.

7. Force Majeure. REM shall be excused from the performance of any of its covenants or agreements hereunder and REM's nonperformance or delays in performance shall not be a default or grounds of any claim for damages to the extent that REM is prevented, hindered or delayed from performing any of its covenants or agreements, in whole or in part, as a result of delays caused by the other party, insurrection, terrorism, strikes or lockouts, riots, civil commotion, floods, acts of God, earthquake, fire, epidemics, quarantine, court order, utility failures, rationing, or other causes beyond REM's control that is not due to REM's negligence, gross negligence or willful misconduct (a "Force Majeure Event"), including denial of access to the Facility or Sportsman's Park by any Governmental Entity having such jurisdiction. In the event of any Force Majeure Event, the Target Qualified Amount for the applicable Fiscal Year shall be reduced to equal (A) the product of (x) the Target Qualified Amount for such Fiscal Year prior to such termination (as adjusted in accordance with Section 4) multiplied by (y) a fraction, the numerator of which equals the number of days such Force Majeure Event is in effect and the denominator of which shall equal Three Hundred and Sixty Five (365) plus (B) the Reasonably Estimated Value of any action or event cancelled or abandoned as a result of such Force Majeure Event.

8. Representations and Warranties. REM represents and warrants to the Authority that it is duly organized, validly existing and in good standing under the laws of the state of Delaware and duly qualified to do business in the State of Arizona. The Authority represents and warrants to REM that it is a validly existing corporate and political body of the State of Arizona. Each of REM and the Authority represents and warrants to the other party as follows:

a. It has full right, power and authority to execute, deliver and perform this Agreement. All action on its part necessary to approve the execution, delivery and performance of this Agreement has been taken.

b. The execution, delivery and performance of this Agreement by it do not conflict with or violate any law or any material agreement applicable to it or any of its assets, properties or businesses.

c. It has duly executed and delivered this Agreement, and (assuming due authorization, execution and delivery by the other party) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms.

9. Disputes. In the event of any dispute between the parties in connection with this Agreement (a "Dispute"), either party may give the other party written notice of the existence of such Dispute. Within five (5) days after receipt of such notice, the parties shall hold an initial meeting to attempt, in good faith, to negotiate a settlement of the Dispute. In the event the Dispute has not been resolved within five (5) days after such meeting, the parties shall be free to pursue any remedies available to them under applicable law. The prevailing party or parties, as the case may be, in any Dispute shall be entitled to recover from the party or parties, as the case may be, in addition to any other remedy, reimbursement for any costs of such proceeding, reasonable attorneys' fees, reasonable costs of investigation and any other reasonable expenses incurred in connection with the Dispute.

10. Miscellaneous.

a. Governing Law. This Agreement shall be construed in accordance with and pursuant to the laws of the State of Arizona and all disputes arising out of this Agreement shall be resolved in the appropriate forum in Arizona.

b. Expenses of Transaction; Reliance on Advisors. Each party will pay its own fees, expenses and disbursements incurred in connection with this Agreement. Each party represents and warrants to the other party that it has relied on its own advisors for all legal, accounting, financial, tax or other advice whatsoever in connection with this Agreement and the transactions contemplated hereby.

c. Construction. The headings in this Agreement are inserted for convenience only, and shall not constitute a part of this Agreement or be used to construe or interpret any of its provisions. The parties have participated jointly in negotiating and drafting this Agreement. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by

the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

d. Entire Agreement; Binding Effect. This Agreement, together with the exhibits hereto and the other agreements contemplated hereby, constitutes the entire understanding of the parties with respect to the subject matter of this Agreement. There are no oral or written statements, representations, agreements, understandings or surrounding circumstances that modify, amend or vary any of the provisions hereof. All prior and contemporaneous representations, negotiations and agreements are superseded and replaced by this Agreement. All attachments to this Agreement shall be deemed to have been incorporated herein so as to become a part of this Agreement. This Agreement shall inure to the benefit of and be binding upon the representatives, successors and assigns of the respective parties hereto and their successors and permitted assigns. Nothing in this Agreement is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever.

e. Amendments. No agreement to modify, or modification of, this Agreement shall be binding on the parties unless the same is reduced to writing and executed by both parties.

f. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.

g. Severability. If any provision of this Agreement is determined to be illegal or unenforceable by an arbitrator(s) or a court of competent jurisdiction, the remainder of this Agreement shall nevertheless remain in full force and effect in accordance with its terms (other than the unenforceable provision, which shall be deemed stricken).

h. A.R.S. §38-511. REM acknowledges and agrees that the Authority has notified it of the provisions contained in A.R.S. § 38-511 (cancellation of contracts with state or political subdivision for conflict of interest).

i. Notices. Notices under this Agreement may be electronically communicated by facsimile transmission or hand delivered or sent by overnight courier, addressed to the relevant party as set forth below:

All communications intended for the Authority shall be sent to:

Tourism and Sports Authority  
University of Phoenix Stadium  
1 Cardinals Drive  
Glendale, Arizona 85305  
Attention: Thomas R. Sadler, President and CEO  
Facsimile: (623) 433-7510

And:

Fennemore Craig, P.C.  
3003 North Central Avenue, Suite 2600  
Phoenix, Arizona 85012  
Attention: Sarah A. Strunk, Esq.  
Facsimile: (602) 916-5527

All communications intended for REM shall be sent to:

Rojo Event Management LLC  
8701 South Hardy Drive  
Tempe, Arizona 85284  
Attention: Ron Minegar, Executive Vice President and Chief Operating Officer  
Attention: General Counsel  
Facsimile: (602) 379-1745

or at any other address of which either party shall have notified the other in any manner prescribed in this Section. For all purposes of this Agreement, a notice or communication will be deemed effective upon receipt.

j. Counterparts. This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

k. No Amendment or Modification of Other Agreements. Nothing in this Agreement is intended to amend or modify the Use Agreement, the Parking Agreement (as defined in the Use Agreement), the Rojo Concessions Agreement or any other agreement to which the Authority and REM or any of its Affiliates is a party.

l. Nature of Relationship. The parties agree that the only relationship between the Authority and REM created by this Agreement is that of an independent contractor for the services contemplated by this Agreement. REM is not an agent, employee, joint venturer or partner of the Authority.

[Signature page follows.]

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

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

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

ROJO EVENT MANAGEMENT LLC

By: Ron Minegar  
Name: Ron Minegar  
Title: Executive Vice President and Chief Operating  
Officer



## Exhibit 1.1

### Defined Terms

“Affiliate” with respect to any person means a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person.

“Authority Representative” means any employee of the Authority or anyone acting under the direction or control of the Authority.

“Event” has the meaning given to such term in the Use Agreement.

“Facility Manager” means Global Spectrum, L.P. and its successors in interest as the Stadium’s facility manager.

“Facility” has the meaning given to such term in the Use Agreement.

“Fiscal Year” means the Authority’s fiscal year, commencing July 1 of each calendar year.

“GAAP” means United States generally accepted accounting principles as in effect on the date of this Agreement.

“Governmental Entity” means (a) any federal, state, county, local or municipal government or administrative agency or political subdivision thereof, (b) any governmental agency, authority, board, bureau, commission, department or instrumentality, (c) any court or administrative tribunal, (d) any non-governmental agency, tribunal or entity that is vested by a governmental agency with applicable jurisdiction, or (e) any arbitration tribunal or other non-governmental authority with applicable jurisdiction; provided that the Authority shall not be deemed to be a Governmental Entity.

“Maintenance and Capital Repair Charge” has the meaning given to such term in the Facility Use Fee Agreement (as defined in the Use Agreement).

“Material Change in Law” means (i) the adoption or amendment of any law, rule, regulation, policy, guideline or directive (whether or not having the force of law) or (ii) any change in the consistent (based on practice or stated intent) interpretation, application or enforcement of any of the foregoing by any Governmental Entity occurring after the date of this Agreement if such adoption, amendment or change (x) prohibits or materially limits the Authority’s ability to conduct events at the Stadium (including but not limited to events at the Stadium which have historically made use of Sportsman’s Park for activities other than patron parking) and (y) results in a material adverse effect on REM’s ability to generate Qualified Net Revenue. Any material limitation on the Authority’s ability to conduct events of the sort described in the parenthetical in clause (x) above shall be deemed to have such a material adverse effect for purposes of this Agreement.

“Net Facility Use Fees” means, with respect to any Event, the aggregate amount of Facility Use Fees received by the Authority with respect to such Event, minus the amount of Maintenance and Capital Repair Charge paid to New Cardinals Stadium, LLC in respect of such Event.

“Qualified Cost Reductions” means reductions in expenses of the Authority arising out of initiatives or actions by REM or any of its Affiliates, provided such cost reductions are (x) submitted to the Authority in writing, (y) approved in writing by the Authority in advance, in the Authority’s sole and absolute discretion and (z) realized by the Authority during the applicable Fiscal Year. Notwithstanding the foregoing, the Authority shall not unreasonably withhold its approval of any proposed cost reduction in any of the following categories:

- (1) reductions in the Authority’s historical (using the 2009 NFL season as a benchmark) operating expenses incurred in connection with Home Games (as defined in the Use Agreement) arising out of consultation with REM or any of its Affiliates (“Game Day Expenses”), in each case provided the Authority or the Facility Manager receives prior written confirmation that the implementation of such reductions will not cause the Authority or the Facility Manager to violate any obligation to the Team or Stadium LLC under the Use Agreement; and
- (2) discounts or price reductions given to the Authority by third-party providers of goods or services to the extent such discounts or price reductions arise out of actions by REM or any of its Affiliates (the value of each such discount or price reduction to be as reasonably agreed by REM and the Authority with reference in each case to any relevant valuation data, including, but not necessarily limited to, the Authority’s historical expenses for comparable goods and services and the actual cost of other comparable goods and services at the time of procurement).

Subject to the preceding sentence, the Authority shall not be obligated to implement any particular cost reduction suggested by REM or any of its Affiliates; provided that in the event during the Term (a) REM or any of its Affiliates submits a proposed cost reduction in writing and (b) the Authority implements such cost reduction (even if the Authority previously declined to approve such cost reduction), the Authority shall be deemed to have approved such reduction and such reduction shall constitute a Qualified Cost Reduction; provided, however, if the Authority can reasonably demonstrate that the Authority had already determined to implement the cost reduction prior to the date of the written proposal by REM, then the cost reduction will not constitute a Qualified Cost Reduction. In no event shall cost reductions related to staffing reductions or operational changes constitute Qualified Cost Reductions unless agreed to in writing by the Authority and in no event shall the Authority have any obligation to implement any reductions in full-time staffing or benefits for full-time staff as a result of this Agreement. Reductions in Game Day Expenses shall not constitute Qualified Cost Reductions to the extent the Team or Stadium LLC asserts that the implementation of such reductions caused the Authority or the Facility Manager to breach any obligation.

“Qualified Net Revenue” means all revenue of the Authority arising out of any Stadium Event or Sportsman’s Park Event, provided that such revenue is (i) directly attributable to efforts by REM or any of its Affiliates and (ii) verifiable through reasonable supporting documentation, in each case net of the Authority’s event-specific expenses directly related to the generation of such revenue (excluding in all cases any reduction in respect of general and administrative overhead expenses, amortization and depreciation and other general operating expenses of the Authority). Without limiting the foregoing, it is agreed that the following categories of revenue of the Authority shall constitute Qualified Net Revenue:

- (1) The following categories of sales tax recapture (“STR”):
  - (a) All STR (including but not limited to STR arising out of ticket sales, concessions sales, sponsorship sales and sales of vehicles and other goods or services) arising out of any Sportsman’s Park Event; and
  - (b) STR (including but not limited to STR arising out of ticket sales, concessions sales and sponsorship sales) arising out of any Stadium Event, in an amount equal to (x) the total amount of such STR multiplied by (y) the REM Percentage.
- (2) Food and beverage sales revenue arising out of any Stadium Events, in an amount equal to (x) the total amount of such food and beverage revenue multiplied by (y) the REM Percentage;
- (3) Net Facility Use Fees arising out of any Stadium Events, in an amount equal to (x) the total amount of such Net Facility Use Fees multiplied by (y) the REM Percentage;
- (4) All Net Facility Use Fees arising out of Sportsman’s Park Events;
- (5) All rental or license fees relating to use of the Stadium in connection with Sportsman’s Park Events;
- (6) All Authority revenue arising out of any Team Event (as defined in the Use Agreement) (other than University of Phoenix graduation ceremonies) or any football use of the Facility authorized pursuant to Section 3 of the Use Agreement;
- (7) Ticket sales revenue (excluding Loft ticket sales revenue) arising out of any Stadium Events in an amount equal to (x) the total amount of such ticket sales revenue multiplied by (y) the REM Percentage;
- (8) All Loft ticket sales revenue arising out of any Stadium Events; and
- (9) All ticket sales revenue arising out of any Sportsman’s Park Events;
- (10) All sponsorship revenue of the Authority (calculated on a net to the Authority basis) arising out of marketing efforts by REM or any of its Affiliates, together with any associated STR.

For the avoidance of doubt, Authority revenue arising directly out of any Home Game, Fiesta Bowl, or National Championship Game (each as defined in the Use Agreement), Specified RV Event or NFL Super Bowl Game shall not constitute Qualified Net Revenue; provided that revenue arising out of events not historically conducted at the Stadium and/or Sportsman's Park and which are ancillary to any of the foregoing events (including but not limited to events not occurring on the day of such event) shall not be deemed to arise directly out of such event.

"Reasonably Estimated Value" means, with respect to any event or action, an amount equal to the amount of Qualified Net Revenue or Qualified Cost Reduction, as applicable, reasonably expected to result from such event or action, as mutually agreed by REM and the Authority.

"REM Percentage" means, with respect to any Event, (x) the number of tickets for such Event the sale of which are directly attributable to efforts by REM or its affiliates divided by (y) the total number of tickets sold for such Event. With respect to each Event, REM and the Authority shall consult prior to the first public sale of tickets and mutually agree a coordinated ticket sales plan and a method by which to determine which ticket sales shall be deemed to be directly attributable to efforts by REM or its affiliates for purposes of this definition.

"Rojo Concessions Agreement" means the Concessions Services Agreement between the Authority and Rojo Hospitality Group dated as of the date of this Agreement.

"Rojo Hospitality Group" means ROJO HOSPITALITY GROUP LLC, a Delaware limited liability company.

"Specified RV Events" means four (4) events per Fiscal Year at which recreational vehicles or similar vehicles are offered for sale by La Mesa RV (or any successor entity thereof) outside of the Stadium and/or at Sportsman's Park.

"Sportsman's Park" means the areas surrounding the Stadium which are customarily known as Sportsman's Park, including but not limited to the Parking Area Land (as defined for purposes of the Use Agreement), the South Turf Area (as defined in the Use Agreement) and the area customarily known as the Great Lawn.

"Sportsman's Park Event" means any event (other than a Specified RV Event) with respect to which any organized activities other than customary parking operations pursuant to the Parking Agreement (as defined in the Use Agreement) occur at Sportsman's Park, including any such event with respect to which such activities also occur at the Stadium. For the avoidance of doubt, parking RVs or other vehicles in Sportsman's Park shall not constitute "customary parking operations" for purposes of this definition to the extent any such RVs or other vehicles are offered for sale in connection with an event.

"Stadium Event" means any Event which is not a Sportsman's Park Event, a Home Game, Fiesta Bowl or National Championship Game (each as defined in the Use Agreement) or a NFL Super Bowl Game.

"Stadium LLC" means NEW CARDINALS STADIUM, LLC, an Arizona limited liability company and an affiliate of the Team.

“Team” means ARIZONA CARDINALS FOOTBALL CLUB LLC, an Arizona limited liability company.

“Use Agreement” means the Amended and Restated Cardinals Use Agreement dated as of August 15, 2005 among the Authority, the Team and Stadium LLC.