

4418-2
August 2004

CONSENT TO ASSIGNMENTS

This Consent (this "**Consent**") is given effective August ____, 2004 by the City of Glendale, an Arizona municipal corporation (the "**City**"), pursuant to (i) that certain Mixed-Use Development Agreement (the "**Mixed-Use Agreement**") dated as of November 29, 2001, by and among the City; Coyote Center Development, LLC, a Delaware limited liability company ("**Entertainment Developer**"); and Glendale-101 Development, LLC, a Delaware limited liability company ("**Retail/Residential Developer**"), and recorded in the Official Records of Maricopa County, Arizona as Instrument Number 2001-1155422; and (ii) that certain Arena Management, Use and Lease Agreement (the "**Arena Management Agreement**") dated as of November 29, 2001, by and among the City; Arena Management Group, LLC, a Delaware limited liability company; Coyotes Hockey, LLC, a Delaware limited liability company; the Entertainment Developer; and the Retail/Residential Developer. Capitalized terms that are used but not defined in this Consent shall have the meaning given to them in the Mixed-Use Agreement.

RECITALS

A. The Mixed-Use Agreement contemplates that (i) the Entertainment Developer will develop the Entertainment Project; and (ii) the Retail/Residential Developer will develop the Retail/Residential Project.

B. The City has been informed by the Entertainment Developer and the Retail/Residential Developer (which are Affiliates) that the Entertainment Developer is arranging for financing for the Entertainment Project and the Retail/Residential Project, and that such financing contemplates, among other things, that:

(1) The Retail/Residential Developer will assign and transfer its rights, duties and obligations under the Mixed-Use Agreement and under the Arena Management Agreement to the Entertainment Developer, and following such assignment and transfer (the "**Affiliate Assignment**"), the Entertainment Developer will be responsible for (i) the development of both the Entertainment Project and the Retail/Residential Project; and (ii) performing the duties of both the Entertainment Developer and the Retail/Residential Developer under the Mixed-Use Agreement and the Arena Management Agreement. The Affiliate Assignment will be implemented and evidenced by an "Assignment and Assumption and Affirmation of Team Guaranty" in the form attached hereto as Exhibit A. Following the Affiliate Assignment, (i) the Entertainment Developer will remain a party to and be fully obligated to the City under the Mixed-Use Agreement and the Arena Management Agreement with respect to the obligations of both the Entertainment Developer and the Retail/Residential Developer thereunder; and (ii) the Retail/Residential Developer will remain fully obligated to the City under the Mixed-Use Agreement until it is dissolved in accordance with applicable law (which dissolution will likely occur within a few months after the Affiliate Assignment).

(2) Prior to the Affiliate Assignment, the organizational documents of the Entertainment Developer will be amended to provide that the sole purpose and authorized activity of the Entertainment Developer will be (a) to (i) hold the portions of the Land not conveyed to the City prior to the date of this Consent (the "**Project Land**"); and (ii) develop (including making arrangements for financing), own, sell, lease and manage (in each case, either directly or through one or more wholly-owned subsidiaries) both the Entertainment Project and the Retail/Residential Project (collectively, the "**Development Project**"), all in accordance with the provisions of the Mixed-Use Agreement; and (b) to pay certain Arena operating expense shortfalls as described in, and to take certain actions under, the Arena Management Agreement.

(3) At or about the time of the Affiliate Assignment, the Entertainment Developer will obtain financing (the "**Project Financing**") for, among other things, pre-construction development activities related to the Development Project. In connection with the Project Financing and pursuant to the provisions of Section 10.1(b) of the Mixed-Use Agreement, the Entertainment Developer will, as security for such financing, assign to the lender(s) providing the Project Financing the Entertainment Developer's interest in the Project Land and the Entertainment Developer's rights under the Mixed-Use Agreement (with such assignments being collectively, the "**Project Financing Assignment**"). Following the Project Financing Assignment, the Entertainment Developer will remain a party to and be fully obligated to the City under the Mixed-Use Agreement and the Arena Management Agreement with respect to the obligations of both the Entertainment Developer and the Retail/Residential Developer thereunder.

(4) The construction of the Development Project will be accomplished in phases (each, a "**Phase**"), and separate construction financing (each, a "**Construction Financing**") will be obtained for each Phase. The actual construction of each Phase will be performed by a wholly owned subsidiary of the Entertainment Developer (each, a "**Subsidiary**"), the sole purpose of which will be to own, construct, manage, lease and/or sell such Phase. The Entertainment Developer will assign and transfer to such Subsidiary (i) the portion of the Project Land for the Phase to be developed by such Subsidiary (the "**Phase Land**"); and (ii) the Entertainment Developer's rights, duties and obligations under the Mixed-Use Agreement, as such rights, duties and obligations relate to such Phase Land, and following such assignment and transfer (a "**Subsidiary Assignment**"), the Subsidiary (in addition to the Entertainment Developer) will be responsible for (i) the development of such Phase Land; and (ii) performing the duties of both the Entertainment Developer and the Retail/Residential Developer under the Mixed Use Agreement with respect to such Phase Land. Each Construction Phase Assignment will be implemented and evidenced by an "Assignment and Assumption and Affirmation of Team Guaranty" in the form attached hereto as Exhibit B.

Following a Subsidiary Assignment, the related Subsidiary will, pursuant to the provisions of Section 10.1(b) of the Mixed-Use Agreement, assign to the lender(s) providing Construction Financing for the corresponding Phase Land, as security for such financing, (i) such Phase Land; and (ii) the such Subsidiary's rights under the Mixed-Use Agreement, as such rights relate to such Subsidiary's interest in such Phase Land (with each such assignment being hereinafter referred to as a "**Construction Financing Assignment**"). Following a Construction Financing Assignment, the Entertainment Developer will remain a party to and be fully obligated to the City under the Mixed-Use Agreement and the Arena Management Agreement with respect to the

obligations of both the Entertainment Developer and the Retail/Residential Developer thereunder, and the corresponding Subsidiary will also be obligated to the City under the Mixed-Use Agreement with respect to the corresponding Phase Land.

CONSENT

To the extent required and/or contemplated by the Mixed-Use Agreement and/or the Arena Management Agreement:

1. The City hereby consents to the Affiliate Assignment, to the extent implemented and evidenced by an "Assignment and Assumption and Affirmation of Team Guaranty" in substantially the form attached hereto as Exhibit A, and acknowledges that on the date when both (x) the Affiliate Assignment and (y) the dissolution of the Retail/Residential Developer have occurred, the Retail/Residential Developer will be released from all liabilities and obligations under the Mixed-Use Agreement and under the Arena Management Agreement.
2. The City hereby consents to the revision of the Entertainment Developer's organizational documents in the manner described in Recital B(2) of this Consent. The City acknowledges and agrees that the requirements of Section 7.1(f) of the Mixed-Use Agreement and clause (iv) of Section 11.2(f) of that certain Arena Development Agreement, dated as of November 29, 2001 and being by and among the City; Arena Management Group, LLC, a Delaware limited liability company; Coyotes Hockey, LLC, a Delaware limited liability company; the Entertainment Developer; and the Retail/Residential Developer, regarding the Entertainment Developer's sole purpose will not be breached by including the development, ownership, sale, leasing and management of the Retail/Residential Project, as well as the Entertainment Project, in the purpose for which the Entertainment Developer is organized and exists.
3. The City hereby consents to any Subsidiary Assignment that is consistent with the description set forth in Recital 4 of this Consent and implemented and evidenced by an "Assignment and Assumption and Affirmation of Team Guaranty" in substantially the form attached hereto as Exhibit B; provided, however, that (i) no such Subsidiary Assignment shall release the Entertainment Developer from any liability or obligation under the Mixed-Use Agreement or under the Arena Management Agreement; and (ii) each Subsidiary shall be a single purpose entity, the sole purpose of which shall be to develop the Phased Land to be conveyed to the Subsidiary.

The City acknowledges that the purpose for this Consent is to establish that the City has given each of the consents described herein to the full extent required by the Mixed-Use Agreement and/or the Arena Management Agreement, and that neither this Consent nor the Entertainment Developer's request therefor shall be deemed to amend the provisions of either the Mixed-Use Agreement or the Arena Management Agreement.

IN WITNESS WHEREOF, this Consent has been executed by the City as of the date first above written.

ATTEST:

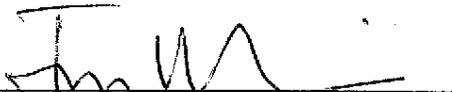


City Clerk

CITY OF GLENDALE,
an Arizona municipal corporation

By: Pam Kavanagh
Name: Pam Kavanagh
Its: Assistant City Manager

APPROVED AS TO FORM:



City Attorney

EXHIBIT A TO CONSENT TO ASSIGNMENTS

Form of Assignment and Assumption and Affirmation of Team Guaranty

This Assignment and Assumption (this "**Assignment**") is made and entered into as of _____, 2004, by and between Glendale-101 Development, LLC, a Delaware limited liability company ("**Assignor**"), and Coyote Center Development, LLC, a Delaware limited liability company ("**Assignee**").

RECITALS

A. Assignor and Assignee are each parties to (i) that certain Mixed-Use Development Agreement (the "**Mixed-Use Agreement**") dated as of November 29, 2001, by and among the City of Glendale, an Arizona municipal corporation (the "**City**"); Assignee; and Assignor, and recorded in the Official Records of Maricopa County, Arizona as Instrument Number 2001-1155422; and (ii) that certain Arena Management, Use and Lease Agreement (the "**Arena Management Agreement**") dated as of November 29, 2001, by and among the City; Arena Management Group, LLC, a Delaware limited liability company; Coyotes Hockey, LLC, a Delaware limited liability company; Assignee; and Assignor.

B. Assignor desires to assign and transfer to Assignee all of Assignor's rights, duties and obligations under the Mixed-Use Agreement and the Arena Management Agreement (collectively, the "**Contracts**") arising on and after the date hereof, and Assignee desires accept such assignment and assume the obligations of Assignor arising under the Contracts on and after such date.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions set forth herein, for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, as of the date hereof, all right, title and interest of Assignor in and to the Contracts.

2. Assumption. Assignee hereby accepts the foregoing assignment by Assignor, and Assignee assumes and agrees to fully and timely perform all of the obligations and duties of Assignor arising under the Contracts on and after the date hereof.

3. Release of Assignor. Assignor hereby acknowledges and agrees that, pursuant to that certain Consent to Assignments given by the City of Glendale on _____, 2004, Assignor will not be released from liability under the Mixed-Use Agreement or the Arena Management Agreement until such time as Assignor is dissolved pursuant to applicable law.

4. Further Assurances. Assignor and Assignee each hereby agrees to execute such other documents and perform such other acts as may be reasonably necessary to implement this Assignment.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

6. Binding Effect. All the covenants and agreements contained herein on the part of each party hereto shall apply to and bind its respective successors and assigns and shall inure to the benefit of the other party hereto and its respective successors and assigns.

7. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

8. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption as of the date first above written.

ASSIGNOR:

GLENDAL-101 DEVELOPMENT, LLC,
a Delaware limited liability company

By: Coyotes Holdings, LLC,
its manager

By: _____
Name: _____
Its: _____

ASSIGNEE:

COYOTE CENTER DEVELOPMENT, LLC,
a Delaware limited liability company

By: Coyotes Holdings, LLC,
its manager

By: _____
Name: _____
Its: _____

AFFIRMATION OF TEAM GUARANTY

Coyotes Hockey, LLC, a Delaware limited liability company (the "**Team**"), hereby acknowledges and agrees, for the benefit of the City of Glendale, an Arizona municipal corporation (the "**City**"), that (i) nothing in the foregoing Assignment and Assumption shall affect or modify any of the Team's duties and obligations under that certain Team Guaranty (the "**Team Guaranty**") dated as of January 31, 2002 and given by the Team to the City; (ii) notwithstanding such Assignment and Assumption, each of such duties and obligations remains in full force and effect without modification; and (iii) the Team hereby ratifies and affirms each of such duties and obligations.

IN WITNESS WHEREOF, the Team has executed this Affirmation of Team Guaranty as of _____, 2004.

TEAM:

COYOTES HOCKEY, LLC,
a Delaware limited liability company

By: _____,
its manager

By: _____
Name: _____
Its: _____

EXHIBIT B TO CONSENT TO ASSIGNMENTS

Form of Assignment and Assumption and Affirmation of Team Guaranty

This Assignment and Assumption (this "**Assignment**") is made and entered into as of _____, 20___, by and between Coyote Center Development, LLC, a Delaware limited liability company ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. Assignor is party to (i) that certain Mixed-Use Development Agreement (the "**Mixed-Use Agreement**") dated as of November 29, 2001, originally by and among the City of Glendale, an Arizona municipal corporation (the "**City**"); Glendale-101 Development, LLC, a Delaware limited liability ("**Retail/Residential Developer**"); and Assignor, and recorded in the Official Records of Maricopa County, Arizona as Instrument Number 2001-1155422; and (ii) that certain Arena Management, Use and Lease Agreement (the "**Arena Management Agreement**") dated as of November 29, 2001, originally by and among the City; Arena Management Group, LLC, a Delaware limited liability company; Coyotes Hockey, LLC, a Delaware limited liability company; the Retail/Residential Developer; and Assignor. Assignor has succeeded to the interests of the Retail/Residential Developer under each of the Mixed-Use Agreement and the Arena Management Agreement (collectively the "**Contracts**").

B. The Mixed-Use Agreement contemplates that Assignor (as the original "Entertainment Developer" and the successor to the original "Retail/Residential Developer" thereunder) will develop the Entertainment Project and the Retail/Residential Project (each as defined in the Mixed-Use Agreement, and both being collectively the "**Project**").

C. Assignor desires to assign and transfer to Assignee all of Assignor's rights, duties and obligations under the Contracts arising on and after the date hereof, as such rights and obligations relate to the portion of the Project described on Exhibit 1 attached hereto (the "**Phase**"), and Assignee desires accept such assignment and assume the obligations of Assignor arising under the Contracts on and after such date, as such obligations relate to the Phase.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, in consideration of the mutual agreements, covenants and conditions set forth herein, for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged:

1. Assignment. Assignor hereby assigns and transfers to Assignee, its successors and assigns, as of the date hereof, all right, title and interest of Assignor in and to the Contracts, as such right, title and interest relates to the Phase.

2. Assumption. Assignee hereby accepts the foregoing assignment by Assignor, and Assignee assumes and agrees to fully and timely perform all of the obligations and duties of Assignor arising under the Contracts on and after the date hereof, as such obligations relate to the Phase.

3. Acknowledgements. Assignor and Assignee hereby acknowledge and agree that, from and after this Assignment, both Assignor and Assignee shall be liable to the City under the Contracts with respect to the Phase. Assignee acknowledges and agrees that, from and after the Assignment, the Mixed-Use Agreement requires that Assignee be and remain a single purpose entity, the sole purpose of which shall be to develop the Phase.

3. Further Assurances. Assignor and Assignee each hereby agrees to execute such other documents and perform such other acts as may be reasonably necessary to implement this Assignment.

4. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

5. Binding Effect. All the covenants and agreements contained herein on the part of each party hereto shall apply to and bind its respective successors and assigns and shall inure to the benefit of the other party hereto and its respective successors and assigns.

6. Governing Law. This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of Arizona.

7. Counterparts. This Assignment may be executed in any number of counterparts, each of which will be deemed an original, and all of which together will constitute one document.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption as of the date first above written.

ASSIGNOR:

COYOTE CENTER DEVELOPMENT, LLC,
a Delaware limited liability company

By: Coyotes Holdings, LLC,
its manager

By: _____
Name: _____
Its: _____

ASSIGNEE:

[Insert Signature Block]

AFFIRMATION OF TEAM GUARANTY

Coyotes Hockey, LLC, a Delaware limited liability company (the “**Team**”), hereby acknowledges and agrees, for the benefit of the City of Glendale, an Arizona municipal corporation (the “**City**”), that (i) nothing in the foregoing Assignment and Assumption shall affect or modify any of the Team’s duties and obligations under that certain Team Guaranty (the “**Team Guaranty**”) dated as of January 31, 2002 and given by the Team to the City; (ii) notwithstanding such Assignment and Assumption, each of such duties and obligations remains in full force and effect without modification; and (iii) the Team hereby ratifies and affirms each of such duties and obligations.

IN WITNESS WHEREOF, the Team has executed this Affirmation of Team Guaranty as of _____, 20__.

TEAM:

COYOTES HOCKEY, LLC,
a Delaware limited liability company

By: _____,
its manager

By: _____

Name: _____

Its: _____

EXHIBIT 1 TO ASSIGNMENT AND ASSUMPTION

Description of Phase

[Insert Description]