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08/27/2012

AMENDMENT NO. 5
TO THE
2010-2011 ARENA MANAGEMENT AND OPERATIONS AGREEMENT

THIS AMENDMENT NO. 5 (the "Amendment"), dated as of August 27, 2012, to the 2010-2011 Arena Management and Operations Agreement (as amended, the "Agreement"), dated as of May 20, 2010 and as last amended as of July 27, 2012, by and among Coyotes Newco, LLC, a Delaware limited liability company ("Coyotes Newco"), and Arena Newco, LLC, a Delaware limited liability company ("Arena Newco" and, together with Coyotes Newco, the "Owners"), and the City of Glendale, an Arizona municipal corporation (the "City"), is made by and among the Owners and the City. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, the Agreement, among other things, requires the Owners to cause the Team to play its home games at the Arena during the 2011-12 NHL season, provided that the City funded the payment of a capped fee to the Owners for the 2011-12 NHL season from May 11, 2011 through July 31, 2012 in order to give the City and the Owners sufficient time to consummate the sale of the Team to a new owner;

WHEREAS, the Owners and the City mutually desire to extend the term of the Agreement until 11:59 p.m., Mountain Time, on September 30, 2012; and

WHEREAS, the parties hereto wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

1. Recital J. The parties hereto amend Recital J by deleting it in its entirety and replacing it as follows:

   "Notwithstanding the Owners' ability to sell the Team and the NHL's ability and right to relocate it for the 2011-12 NHL season, the Owners are willing to extend the AMUL and cause the Team to play in Glendale during the 2011-12 NHL season, provided that the City pays, and provides sufficient assurance that the City will timely put in place a firm and unequivocal mechanism to fund the payment of, a capped fee to the Owners for the 2011-12 NHL season from the date of Amendment No. 1 to the Agreement through 11:59 p.m., Mountain Time, on September 30, 2012 (the "End of the Coyotes' Season") in order to give the City and the Owners additional time to consummate the sale of the Team to a new owner."

2. Section 2.2. The parties hereto amend the first paragraph of Section 2.2 by replacing the words "August 31, 2012" with the words "September 30, 2012", such that the first paragraph of Section 2.2, as so amended, reads in its entirety as follows:

   "2.2 The City shall deposit the sum of $25,000,000 into an escrow account (the "Escrow Account") with Bank of America, to be held in escrow subject to an escrow agreement in the form attached as Annex A. Such $25,000,000 shall be deposited as follows: (x) on the date of the Amendment, the City shall deposit the

sum of $20,000,000 into the Escrow Account, and (y) the City shall deposit an additional sum of $5,000,000 into the Escrow Account on the earlier of: (i) 11:59 p.m., Mountain Time, on September 30, 2012 and (ii) the day following the consummation of a sale of the Team."

3. Interpretation. On and after the date hereof, each reference in the Agreement to "this Agreement", "herein", "hereof", "hereunder" or words of similar import shall mean and be a reference to the Agreement as amended and supplemented hereby.

4. No Other Amendments or Supplements to Agreement. Except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect.

5. Counterparts; Facsimile/pdf Signatures. This Amendment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Amendment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"OWNERS":

COYOTES NEWCO, LLC

By: _____
Name: William Daly
Title: Manager

ARENA NEWCO, LLC

By: _____
Name: William Daly
Title: Manager

"CITY":

CITY OF GLENDALE

_____
Name:
Title:

Approved as to form:

_____
Craig Tindall
City Attorney

ATTEST:

_____ for
City Clerk

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"OWNERS":

COYOTES NEWCO, LLC

By: _____
Name: William Daly
Title: Manager

ARENA NEWCO, LLC

By: _____
Name: William Daly
Title: Manager

"CITY":

CITY OF GLENDALE

_____
Name:
Title: