

COMMON INTEREST AGREEMENT

RECITALS

1. This Agreement is entered into effective as of May 15, 2012, among the undersigned principals ("Principals"). All of the Principals are represented by counsel ("Counsel") in connection with the Transaction as defined in Recital 2 below.

2. There is a commonality of issues and a mutuality of interest among the Principals in promoting and completing any lease, license, use or management agreement and related agreements (including without limitation a noncompetition and non-relocation agreement) between the City of Glendale, Arizona ("City") and Arizona Hockey Partners LLC ("Team"), Arizona Hockey Arena Partners LLC ("Arena Manager") and/or any affiliates thereof with respect to certain portions of the arena facility currently known as "Jobing.com Arena" ("Arena") and all matters related to the foregoing (collectively, the "Transaction") and in pursuing a common and joint defense of the Principals as potential defendants or interested parties in any future pending, threatened, or anticipated action, investigation, or proceeding ("Proceeding") arising from or relating to the Transaction, including any Proceeding related to the structure of the Transaction, the compliance of the agreements memorializing the Transaction with applicable law, and the enforceability of such agreements under applicable law.

3. Principals wish to continue to pursue their separate but common interests and to pursue their joint defense effectively, and in order to do so, from time to time, the mutual interests of the Principals will be best served by communications among the Principals and their Counsel regarding the Transaction and Proceeding and by the sharing of communications, documents, memoranda of law, and other information related to the Transaction among Counsel or Principals, including any documents or materials relating to the use, management, and operation of the Arena by the Arena Manager, the playing of National Hockey League hockey games in the Arena, the compliance of the agreements memorializing the Transaction with applicable law, and the enforceability of such agreements under applicable law, all of which, existing now and in the future, are referred to as "Shared Materials." Shared Materials do not include any documents executed by the Principals that are public records under applicable law.

4. Principals acknowledge that the Shared Materials have not been otherwise disclosed. In the absence of the communication and sharing contemplated by this Agreement, the Shared Materials would be privileged from disclosure to adverse or other parties as a result of the attorney-client privilege, the attorney work-product privilege or other applicable privileges.

5. It is the purpose of this Agreement to ensure that the exchanges and disclosures of Shared Materials contemplated by this Agreement (a) do not diminish in any way the confidentiality of the Shared Materials, (b) do not constitute a waiver of any privilege otherwise available, and (c) are treated by the Principals as confidential and protected from disclosure to any adverse or other party, regardless of the alignment of the parties to this Agreement throughout the course of any future Proceeding and thereafter, with only those exceptions stated in this Agreement.

## AGREEMENTS

Principals agree as follows:

1. Use. Any Shared Materials exchanged between Counsel or Principals shall be used solely in connection with the Transaction and the defense of any Proceeding.

2. Nondisclosure. Except as otherwise required by applicable law or a court of competent jurisdiction, Shared Materials obtained by any of the Counsel or Principals from any other of the Counsel or Principals shall remain confidential, shall not be deemed a waiver of any privilege, and shall be protected from disclosure to any person or entity which is not a party to this Agreement (“Third Party”). Subject to Section 9, no Counsel or Principal will disclose to anyone the Shared Materials obtained from any other of the Counsel or Principals without first obtaining the consent of all Principals who may be entitled to claim any privilege with respect to such Shared Materials.

2.1 The parties intend by this Agreement to protect from disclosure to Third Parties all confidential information and documents shared among any parties or between any Principal and its counsel or any technical consultant to such Principal to the greatest extent permitted by law regardless of whether the sharing occurred before execution of this Agreement and regardless of whether the writing or document is marked “confidential.”

2.2 The confidentiality obligations of the parties under this Section shall remain in full force and effect, without regard to whether a party withdraws or is removed from any Proceeding or whether any Proceeding arising out of the Transaction is terminated by final judgment or otherwise, and shall survive the termination of this Agreement.

3. Third Party Demands. If any Third Party, by subpoena or otherwise, requests or demands from any Principal or its respective Counsel any Shared Materials which (a) such Principal or Counsel received from any other Principal or any other Counsel or (b) was obtained jointly by any one Counsel on behalf of other Counsel:

3.1 the Principal or Counsel upon whom demand is made shall immediately notify all Principals who may have rights in such Shared Materials and their Counsel and inform the Third Party that the requested Shared Materials are only on loan and that demand should be made on the appropriate party; and

3.2 each Counsel and Principal will take all steps necessary to permit the assertion of all applicable rights and privileges with respect to the requested Shared Materials and shall cooperate fully with all other Counsel and Principals in any judicial proceeding relating to disclosure of the Shared Materials, provided that this Agreement creates no affirmative obligation on the part of any party hereto, to expend efforts or monies to contest or object to any subpoena, motion to compel or other judicial process seeking the disclosure of Shared Materials or otherwise to bear the costs of the same.

This Agreement does not prevent any Principal or Counsel, by subpoena or otherwise, from demanding any documents in connection with any dispute with one or more of the parties to this Agreement, and this Agreement shall not be a basis to refuse to produce or permit use of information covered by this Agreement in any such dispute.

4. Permitted Disclosures. This Agreement shall not limit the right of any Principal or any Counsel to make the following disclosures (or to use for any purpose the information permitted to be disclosed) of the Shared Materials obtained from any other of the Counsel or Principals :

(a) Each Principal may disclose Shared Materials to its counsel for the Transaction or Proceeding.

(b) Each Counsel may disclose Shared Materials to any Principal who is its client for purposes of the Transaction or Proceeding.

(c) For clarity, each Counsel may disclose Shared Materials obtained from any Principal who is its client for the Transaction or Proceeding.

(d) Subject to Section 9 and the Rules of Professional Responsibility, each Counsel may disclose Shared Materials to attorneys within such Counsel's firm or employees or agents of such Counsel.

(e) Any party may disclose any information (i) that has been or hereafter becomes independently obtained by such party or its counsel without violation of this Agreement, (ii) that is now or hereafter becomes public knowledge without violation of this Agreement, or (iii) that is sought and obtained from a party pursuant to applicable discovery procedures and not otherwise protected from disclosure.

5. Disclosures Among Parties Voluntary. Any Principal may elect not to disclose any Shared Materials to another Principal or its Counsel.

6. Representation Under Common Interest/Joint Defense Doctrine. All work performed by Counsel with regard to their representations and communicated among them in connection with those representations shall be accomplished pursuant to the "Common Interest" and/or the "Joint Defense" doctrine," as in effect from time to time under applicable law. The parties intend that this section creates no attorney-client relationships that would create a conflict that would prevent counsel for any party from representing that party in a subsequent dispute against another party hereto.

7. Return of Shared Materials. Shared Materials (including all copies thereof) shall be returned upon request at any time to the Counsel or Principal who furnished them. Shared Materials also shall be returned promptly to the Counsel or Principal who furnished them if any Counsel or its Principal notifies the other parties to this Agreement that it has determined that the parties no longer share a common interest in the Proceeding or if, for any reason, the common effort or this Agreement is terminated pursuant to Section 14. At the conclusion of the

Proceeding, all copies of Shared Materials shall be returned to the respective Principal or Counsel who furnished them.

8. Withdrawal and Termination. Any Principal may withdraw from continuing participation in this Agreement upon written notice to the other parties effective as of the date the notice is actually received by all other parties. Any withdrawn party shall remain subject to the terms of this Agreement with respect to any Shared Materials disclosed under this Agreement prior to such withdrawal. The withdrawing Principal shall return all Shared Materials (including all copies thereof) to the other parties. This Agreement shall terminate upon the written consent of all persons or entities then a party to this Agreement.

9. Obligations of Principals with Respect to Counsel. Each Principal will direct any Counsel retained in connection with the Transaction if this Agreement and the obligations of confidentiality hereunder. Prior to providing Shared Materials to any Counsel, each Principal shall (a) give such Counsel a copy of this Agreement, (b) secure Counsel's agreement to abide by the provisions of this Agreement, and (c) notify all parties to this Agreement of such Counsel.

10. Denial of Liability. Each of the Principals denies any liability to any other person or entity arising out of or in any way related to the Transaction, except the liabilities to each other under the written agreements executed by them in connection with the Transaction. This Agreement shall not constitute or be used as evidence of any admission against interest, admission of liability, fact or law, any waiver of any right or defense, or any estoppel by any party to this Agreement or any other person or entity. This Agreement is for the sole purpose of obtaining legal and tax advice for the Transaction and the Proceeding. By entering into this Agreement, the parties do not waive, and in fact specifically maintain and preserve, all claims they may have against each other.

11. Choice of Law. This Agreement shall be interpreted according to the laws of the State of Arizona.

12. Authorization. Each person executing this Agreement warrants that he or she has sought and obtained any legal advice it deems necessary prior to entering into this Agreement and that he or she has been authorized to execute this Agreement by the party on behalf of which he or she is executing it.

13. Diligence and Cooperation. Each party shall exercise diligence and take all necessary and appropriate measures to ensure that any person who is granted access to any Shared Materials disclosed under this Agreement or who participates in work on common projects or who otherwise assists any Counsel or technical consultant to any Principal in connection with this Agreement is familiar with the terms of this Agreement and complies with such terms as they relate to the duties of such person. The parties shall cooperate with each other to effectuate the purposes of this Agreement, shall attempt to make decisions by consensus, and shall attempt to resolve any disputes among them through good faith negotiation.

14. Amendments. Modifications of this Agreement can be made only in writing and signed by all Counsel and Principals. This Agreement and all modifications may be executed by facsimile and in counterparts.

(Signature pages follows)

**PRINCIPALS**

“City”

City of Glendale, an Arizona municipal corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

“Arena Manager” Arizona Hockey Arena  
Partners, LLC, a Delaware limited liability company  
by its Manager, Jamison Entertainment Group, LLC

By: Greg Jamison

Name: Greg Jamison

Its: Manager effective May 25, 2012

“Team”

Arizona Hockey Partners, LLC, a Delaware limited liability company  
by its Manager, Jamison Entertainment Group, LLC

By: Greg Jamison

Name: Greg Jamison

Its: Manager

**PRINCIPALS**

**“City”**

City of Glendale, an Arizona municipal corporation

By: Ed Beasley  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to form:

Craig Lindall  
Craig Lindall  
City Attorney

ATTEST:  
[Signature]  
City Clerk

**“Arena Manager”**

Arizona Hockey Arena Partners LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**“Team”**

Arizona Hockey Partners LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_