

**AMENDMENT NUMBER FOUR**

**TO AGREEMENT REGARDING 2013 WESTGATE PARKING AND LITIGATION STANDSTILL**

This AMENDMENT NUMBER FOUR TO AGREEMENT REGARDING 2013 WESTGATE PARKING AND LITIGATION STANDSTILL (this "Amendment") is entered into as of April 30, 2016 (the "Effective Date") among the City of Glendale, Arizona (the "City"); Arizona Tourism and Sports Authority, d/b/a Arizona Sports and Tourism Authority ("AZSTA"); and Arizona Cardinals Football Club LLC (together with its affiliates, the "Cardinals").

WHEREAS, AZSTA, the Cardinals, and the City (collectively, the "Parties," and individually, "Party") are parties to an Agreement Regarding 2013 Westgate Parking and Litigation Standstill effective as of February 15, 2013, as amended by an Amendment Number One to Agreement Regarding 2013 Westgate Parking and Litigation Standstill effective as of June 30, 2013, as further amended by an Amendment Number Two to Agreement Regarding 2013 Westgate Parking and Litigation Standstill effective as of August 30, 2013, and as further amended by an Amendment Number Three to Agreement Regarding 2013 Westgate Parking and Litigation Standstill effective as of January 31, 2014 (as so amended, the "Standstill Agreement");

WHEREAS, the Parties have entered into a Tolling Agreement effective as of July 10, 2012, as amended by a First Amendment to Tolling Agreement effective as of September 4, 2012, and as further amended by the Standstill Agreement (as so amended, the "Tolling Agreement"); and

WHEREAS, the Parties desire to further amend the Standstill Agreement and to further amend the Tolling Agreement, in each case as set forth below;

WHEREAS, since the end of the 2014 Season (as defined below), the City's ability to provide parking at Westgate as contemplated by the Parking License has been impacted by a variety of changed circumstances including the following: (i) during the 2015 Season approximately half of Lot H at Westgate was permanently displaced by a hotel development; (ii) the City has advised the Cardinals that in the future it will be unable to provide any Stadium parking in Lot Y at Westgate; and (iii) the City has acquired a parcel of real property located generally at the southwest corner of Maryland Avenue and 91st Avenue, which is designated on the 2016 Parking Map (as defined below) as Lot Y ("New Lot Y");

WHEREAS, the City has provided to AZSTA and the Cardinals the City's proposed parking map for the 2016 Season, a copy of which is attached as Exhibit A hereto (the "2016 Parking Map");

WHEREAS, the parking layout described in the 2016 Parking Map contemplates substantial changes to the Stadium parking system and is inconsistent with the applicable parking agreements; and

WHEREAS, the parties are engaged in discussions concerning a long-term resolution of this matter, but recognize that the Stadium parking layout for the 2016 Season must be finalized before a permanent settlement agreement can be fully negotiated;

NOW THEREFORE, in consideration of the agreements, promises, covenants, and provisions contained in this Amendment, the receipt and legal sufficiency of which are hereby acknowledged for all purposes, the Parties, intending to be legally bound, agree as follows:

1. The City hereby agrees that (a) prior to August 12, 2016, the City will complete the construction of New Lot Y, which will contain at least 2,700 fully improved commercial grade parking spaces and otherwise will be improved substantially in accordance with the specifications provided by the City prior to the date of this Agreement; and (b) during the 2016 Season, the City will provide parking spaces for all Events at the Stadium, including Mega Events, at the locations and in the numbers shown on the 2016 Parking Map. Provided that and as long as the City is otherwise in full compliance with its obligations under the Standstill Agreement (as further amended hereby), the Tolling Agreement (as

further amended hereby), and the Parking License, AZSTA and the Cardinals agree, without waiver of any of their rights under the Parking License or any other agreement, that they will not object to the City's use during the 2016 Season of Lot "X" to provide some of the parking spaces required by the Parking Covenant for Events, including Mega Events, at the Stadium, subject to the restrictions listed in Section 1 of the Agreement Regarding 2013 Westgate Parking and Litigation Standstill, which are hereby incorporated by reference.

2. The references in Sections 2 and 3 of the Standstill Agreement to "April 30, 2015" are, effective as of April 30, 2015, hereby deleted and replaced with "April 30, 2017."

3. Notwithstanding any other provision of the Standstill Agreement or the Tolling Agreement that are or may be to the contrary, AZSTA and the Cardinals agree that they will not, at any time before October 1, 2016, file a new notice of claim asserting any parking-related claims against the City, including without limitation any claims arising out of or relating to the changes in the Stadium parking system contemplated by the 2016 Parking Map or the changed circumstances referenced above.

4. As used in this Amendment, "Season" means, with respect to any year, the period commencing with the first Cardinals home game of the NFL season that begins during such year, through and including the following February 28.

5. The Standstill Agreement, as further amended hereby, and the Tolling Agreement, as further amended hereby, are hereby ratified, confirmed, and approved and remain in full force and effect.

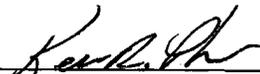
6. This Amendment may be executed in any number of duplicate originals, photocopies, facsimile copies, or pdf or other electronic copies, all of which (once each Party has executed at least one original or copy) will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have signed this AMENDMENT NUMBER FOUR TO AGREEMENT REGARDING 2013 WESTGATE PARKING AND LITIGATION STANDSTILL to be effective as of the Effective Date.

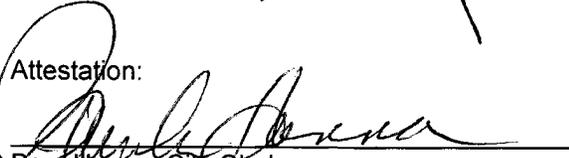
**CITY:**

CITY OF GLENDALE, a municipal corporation

By:   
Name: Kevin Phelps  
Title: City manager

Approved as to form:

By:   
Name: Michael J. Bidwill  
Title: City Attorney

Attestation:  
  
Pam Hanna, City Clerk

**AZSTA:**

ARIZONA TOURISM AND SPORTS AUTHORITY,  
d/b/a ARIZONA SPORTS AND TOURISM  
AUTHORITY

By: \_\_\_\_\_  
Tom Sadler, President and CEO

**THE CARDINALS:**

ARIZONA CARDINALS FOOTBALL CLUB LLC

By: \_\_\_\_\_  
Michael J. Bidwill, President

130717290.3

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WHEREAS, the Parties desire to further amend the Standstill Agreement and to further amend the Tolling Agreement, in each case as set forth below;

WHEREAS, since the end of the 2014 Season (as defined below), the City's ability to provide parking at Westgate as contemplated by the Parking License has been impacted by a variety of changed circumstances including the following: (i) during the 2015 Season approximately half of Lot H at Westgate was permanently displaced by a hotel development; (ii) the City has advised the Cardinals that in the future it will be unable to provide any Stadium parking in Lot Y at Westgate; and (iii) the City has acquired a parcel of real property located generally at the southwest corner of Maryland Avenue and 91st Avenue, which is designated on the 2016 Parking Map (as defined below) as Lot Y ("New Lot Y");

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CITY:

CITY OF GLENDALE, a municipal corporation

By: [Signature]  
Name: Kevin Phelps  
Title: City Manager

AZSTA:

ARIZONA TOURISM AND SPORTS AUTHORITY,  
d/b/a ARIZONA SPORTS AND TOURISM  
AUTHORITY

By: [Signature]  
Tom Sadler, President and CEO

Approved as to form:

By: [Signature]  
Name: Melinda Smith  
Title: City Attorney

THE CARDINALS:

ARIZONA CARDINALS FOOTBALL CLUB LLC

By: [Signature]  
Michael J. Bidwill, President

Attestation:

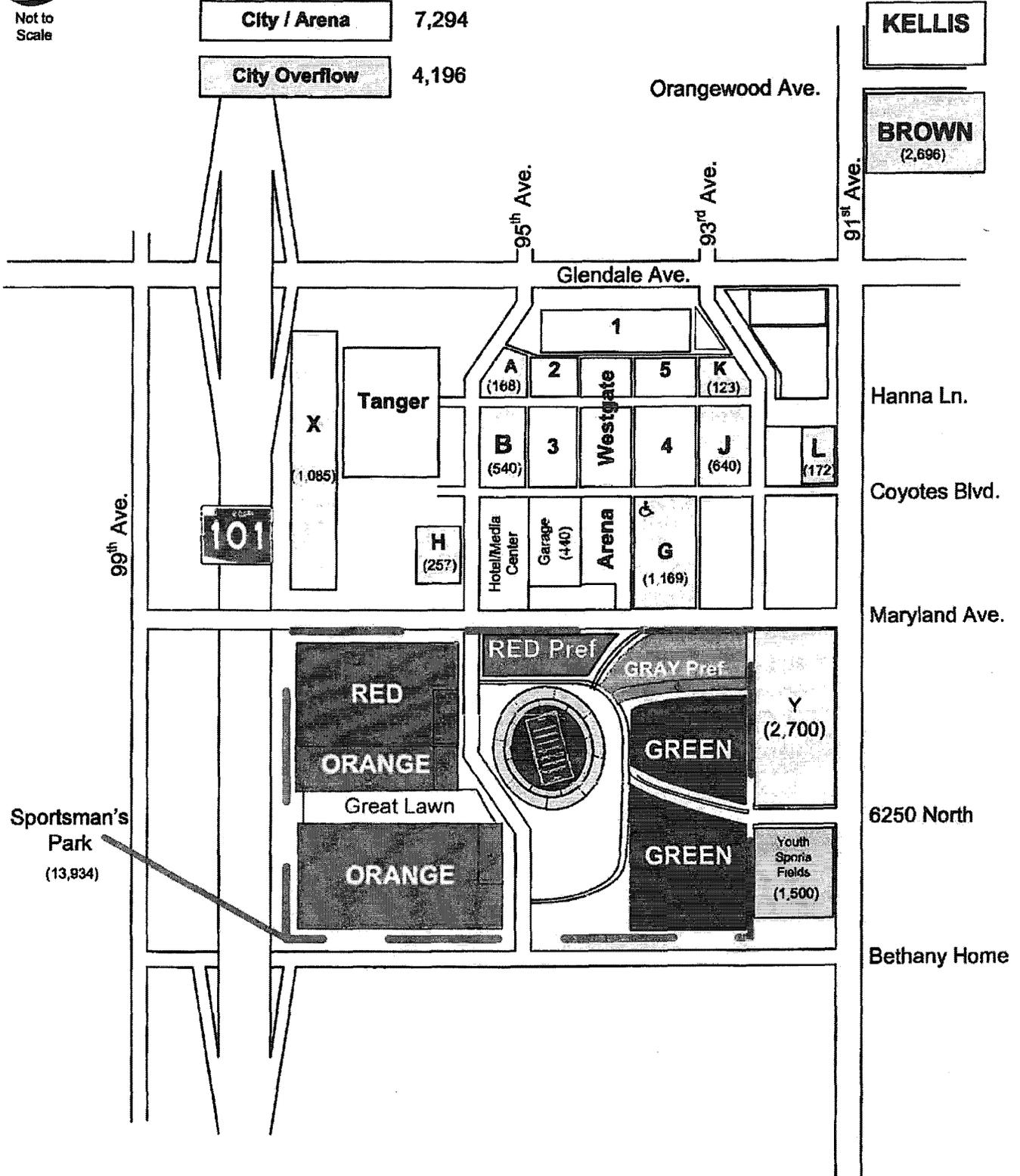
[Signature]  
Paul Hanna, City Clerk

130717290.3

# EXHIBIT A



<b>Cardinals</b>	13,934
<b>City / Arena</b>	7,294
<b>City Overflow</b>	4,196



2016 Cardinals Parking