

2014 AUDIT ADDENDUM

The City of Glendale (the "City") and IceArizona Manager Co LP (the "Arena Manager") and IceArizona Hockey Co LP (the "Team Owner"), entered in to a Professional Management Services and Arena Lease Agreement, dated July 8, 2013 ("Agreement") and now enter into this Addendum solely for the City's audit of the Arena Manager and Team Owner's records for FY2013-14 ("2014 Audit").

Recitals

- A. The Agreement provides, among other things, that the City has "the right to conduct an independent audit of the management and operation of the Arena (or any part thereof) and the Account Records (or any part thereof) and the Team Owner Records (or any part thereof) by City Staff or by an independent certified public accounting firm selected by the City."
- B. The Agreement further sets forth in Section 24.15, regarding the confidentiality of proprietary information ("Confidentiality Provisions"), the following:
- 24.15.1 The Parties acknowledge that certain records and information of or in possession of the Arena Manager and the Team Owner relating to the use, management, and operation of the Arena Facility (including the terms and conditions of Licenses and Concessions Agreements, and any Arena Manager Affiliate Contracts inspected pursuant to Section 8.12.4(a) and budgets, financial results of operations, and financial projections that are delivered to, audited, examined or inspected by the City pursuant to this Agreement, may be proprietary and may place the Team Owner and the Arena Manager at a competitive disadvantage if disclosed to any third party, including competitors and potential users of the Arena.
- 24.15.2 The Parties shall, at all times during the Term and subject to Applicable Law, take all precautions reasonably necessary to ensure that the proprietary information of any Party is not released or disclosed to Persons other than the Parties without the prior consent of the Party to which such information pertains.
- 24.15.3 Each of the Parties further agrees to notify the other Parties upon receipt of a request for disclosure of any such proprietary information so that each Party to this Agreement may take appropriate actions to protect such proprietary information.
- 24.15.4 In the event of any claim or litigation related to the City's efforts to protect from disclosure the private, propriety information of any other Party to this Agreement, the Party desiring the information be protected will accept the tender of the defense of this claim, defend the City against the claim, and fully indemnify and hold the City and each of its officials harmless from all costs, fees, penalties that may be assessed.
- C. For the purpose of performing the audit on behalf of the City, the City has retained Anthony "Tony" Tavares ("Tavares"). The parties agree that he may participate in the 2014 Audit in accordance with this Addendum.

Addendum

The parties hereto addend the Agreement as follows:

1. Tavares may assist that City as a consultant for the purposes of the 2014 Audit
2. The City's agreement with Tavares shall expressly bind him to the Confidentiality Provisions (the "Binder"), recognize the Arena Manager and Team Owner as third party beneficiaries of the Binder, and the City acknowledges the Arena Manager and Team Owner's reliance on the Binder.

3. The City accepts responsibility for Tavares' adherence to these provisions and shall indemnify and hold harmless the Arena Manager and the Team Owner from any and all costs or damages resulting from Tavares' participation in the Audit.
4. The City shall bear all costs related to the retention of IntraLinks for purposes of the 2014 Audit, which the Arena Manager or Team Owner will, at its option, be reimbursed or be allow be to set off against amounts owed to the City.

IN AGREED AND ACKNOWLEDGEMENT of the above addendum to the Professional Management Services and Arena Lease Agreement, dated July 8, 2013:

City of Glendale

By: _____
Its: _____

Date: _____

IceArizona Hockey Co LP, by its general partner Coyotes Management GP, LLC

By: Anthony LeBlanc
Its: President & CEO

Date: 12/16/14

IceArizona Manager Co LP, by its general partner Coyotes Management GP, LLC

By: Anthony LeBlanc
Its: President & CEO

Date: 12/16/14

3. The City accepts responsibility for Tavares' adherence to these provisions and shall indemnify and hold harmless the Arena Manager and the Team Owner from any and all costs or damages resulting from Tavares' participation in the Audit.
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IN AGREED AND ACKNOWLEDGEMENT of the above addendum to the Professional Management Services and Arena Lease Agreement, dated July 8, 2013:

City of Glendale

B. Fischer
 By: *Granda S. Fischer*
 Its: *City Manager*
 Date: *12/16/14*

Approved as to form

[Signature]
 City Attorney

IceArizona Hockey Co LP, by its general partner Coyotes Management GP, LLC

IceArizona Manager Co LP, by its general partner Coyotes Management GP, LLC

 By: Anthony LeBlanc
 Its: President & CEO
 Date: _____

 By: Anthony LeBlanc
 Its: President & CEO
 Date: _____

ATTEST:

[Signature]
 City Clerk