

**FIRST AMENDMENT  
TO  
PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT**

This **FIRST AMENDMENT TO PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT** (“**Amendment**”) is entered into as of July 24, 2015 (“**Amendment Effective Date**”) by and among the City of Glendale, an Arizona municipal corporation (the “**City**”); IceArizona Manager Co LLC, a Delaware limited liability company (the “**Arena Manager**”), and IceArizona Hockey Co LLC, a Delaware limited liability company (the “**Team Owner**”).

**RECITALS**

A. City, Arena Manager and Team Owner are parties to that certain Professional Management Services and Arena Lease Agreement dated as of July 8, 2013 (“**Agreement**”).

B. City, Arena Manager and Team Owner desire to amend the Agreement in accordance with the terms and conditions set forth in this Amendment.

**AGREEMENT**

In consideration of the mutual covenants and agreements contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City, Arena Manager and Team Owner agree as follows:

1. Definitions. Except as otherwise defined in this Amendment, all capitalized terms will have the meanings given them in the Agreement.

2. Statement of Intent.

a. Section 1.1.1 of the Agreement is hereby deleted in its entirety and the following Section 1.1.1 is hereby substituted therefor:

1.1.1 The Team shall play all of its Home Games in the Arena Facility (See Section 8.3.1(a));

b. Section 1.1.5 of the Agreement is hereby deleted in its entirety and the following Section 1.1.5 is hereby substituted therefor:

1.1.5 The Arena Manager shall have the right, in its sole and exclusive discretion, to assess and retain for its own account, free and clear of any interest or rights in favor of the City, as Exclusive Arena Manager Revenues, all revenues from the following sources and activities:

(a) A Surcharge, if any, on each Qualified Ticket for a Hockey Event at the Arena Facility (see Section 9.1.2);

(b) A Surcharge, if any, on each Qualified Ticket for a non-Hockey event (see Section 9.1.2);

(c) A Supplemental Surcharge, if any, on each Qualified Ticket throughout the Term applicable to all Events (see Section 9.1.3);

(d) Parking revenues for each Event (see Section 8.2.1);

(e) All income earned by Arena Manager or Team Owner, on or after the Effective Date, from the past and/or future sale of Arena Naming Rights (see Section 8.6.4); and

(f) All income received from the sale of naming rights for a new, smaller stage/theatre venue that may be constructed and used within the bowl (main seating area) of the Arena Facility (see Section 8.6.4).

3. Annual Budget. The defined term “Annual Budget” is hereby redefined in its entirety as follows:

“**Annual Budget**” means an annual budget (prepared by the Arena Manager in the form provided in Exhibit “G” and submitted to the City and the Team Owner for their reasonable approval as stated herein) for a given Fiscal Year or partial Fiscal Year, as applicable, projecting in reasonable detail for such Fiscal Year (i) the Operating Revenues and Operating Expenses estimated in good faith by the Arena Manager; (ii) expenditures for Capital Improvements estimated in good faith by the Arena Manager; (iii) cash flows and timing of cash flows estimated in good faith by the Arena Manager; and (iv) such other amounts or information as may from time to time be reasonably required by the City within reasonable time limits while any Management Fee is payable hereunder.

4. Arena Facility. The defined term “Arena Facility” is hereby redefined in its entirety as follows:

“**Arena Facility**” shall mean the building in the City currently known as “Gila River Arena” and all foundations, structural elements, interior areas, all improvements, furnishings, fixtures and equipment (excluding all Personal Property and all furnishings and equipment owned by suite holders and temporary furnishings owned by Persons staging Events at the Arena) of whatever nature located therein or thereon and all exterior areas, including the plaza and other exterior areas adjacent to the Arena Facility, and located on Lot 9 of Westgate, and exclusively serving patrons attending Events at the Arena Facility, all as shown on Exhibit “A” and

Exhibit “B” to this Agreement. The cooling plant serving the Arena is specifically included as part of the Arena Facility.

5. Arena Naming Rights. The defined term “Arena Naming Rights” is hereby redefined in its entirety as follows:

“**Arena Naming Rights**” means the right to name the building (and not any components thereof) in the City currently known as “Gila River Arena”.

6. City Revenue Sources. The defined term “City Revenue Sources” is hereby redefined in its entirety as follows:

“**City Revenue Sources**” means revenues derived from City Sponsored Events.

7. City Shortfall. The defined term “**City Shortfall**” is hereby deleted from the Agreement, together with any and all references in the Agreement thereto.

8. City Surcharge. The defined term “City Surcharge” is hereby deleted from the Agreement, together with any and all references in the Agreement thereto.

9. City Surcharge Account. The defined term “City Surcharge Account” is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

10. Deficit Amount. The defined term “Deficit Amount” is hereby deleted from the Agreement, together with any and all references thereto.

11. Early Termination Date. The defined term “Early Termination Date” is hereby deleted from the Agreement, together with any and all references thereto.

12. Exclusive Arena Manager Revenues. The defined term “Exclusive Arena Manager Revenues” is hereby redefined in its entirety as follows:

“**Exclusive Arena Manager Revenues**” means revenues that are not Exclusive City Revenues or derived from City Revenue Sources, including, without limitation: (i) revenues from or in connection with Concessions at Hockey Events and, as applicable, other Events, (ii) revenues from or in connection with food and beverage services provided by Arena Manager at Hockey Events and, as applicable, other Events, (iii) revenues from or in connection with Naming Rights other than revenues to be distributed to the City pursuant to Section 8.6.4(b); (iii) revenues from or in connection with any Advertising, (iv) Suite License Revenues and revenues from the licensing of Premium Seats, including any “premium,” “premium fee,” or “personal seat license

fee”, (v) all revenues described in Section 1.1.5, (vii) but are not Exclusive Team Revenues or Exclusive City Revenues.

13. Exclusive City Revenues. The defined term “Exclusive City Revenues” is hereby redefined in its entirety as follows:

**“Exclusive City Revenues”** means all Impositions of the City.

14. Hockey Event. The defined term “**Hockey Event**” is hereby redefined in its entirety as follows:

**“Hockey Event”** means any of the following when played or conducted at the Arena Facility: (i) any Home Game (including any related warm-up sessions); (ii) any All-Star Game (including any related warm-up sessions); or (iii) any Hockey-Related Event, including pre-season games, exhibitions, games between two visiting teams, playoff games, other post-season hockey games. Notwithstanding anything set forth in this Agreement to the contrary, during any and all periods during which IceArizona Manager Co LLC, a Delaware limited liability company, or an Affiliate thereof, is the Arena Manager under this Agreement, “Hockey Event” shall also mean any and all hockey games and Hockey-Related Events that are not affiliated with the NHL.

15. Hockey-Related Event. The defined term “**Hockey-Related Event**” is hereby redefined in its entirety as follows:

**“Hockey-Related Event”** means any Event (other than a Pre-season Game, Regular Season Game, Play-off Game or All-Star Game) conducted, authorized, permitted, sponsored or co-sponsored by the Team Owner, including any award ceremony, championship celebration, promotional performance or festival, breakfast, luncheon, dinner, ball, demonstration, exhibition, instruction or workshop. Notwithstanding the foregoing, the Hockey-Related Events described in this definition shall be subject to the Scheduling Procedures.

16. Management Fee. The defined term “Management Fee” is hereby redefined in its entirety as follows:

**“Management Fee”** shall mean Six Million Five Hundred Thousand Dollars (\$6,500,000) per Fiscal Year payable pursuant to Section 10.1, subject to all other terms and conditions of this Agreement.

17. Supplemental Surcharge Escrow Accounts. The defined term “Supplemental Surcharge Escrow Accounts” is hereby deleted from the Agreement together with all references in the Agreement thereto.

18. Supplemental Surcharge Procedures. The defined term “Supplemental Surcharge Procedures” is hereby deleted from the Agreement, together with all references in the Agreement thereto.

19. Termination Date. The defined term “Termination Date” is hereby redefined in its entirety as follows:

**“Termination Date”** means June 30, 2017.

20. Renewal. Section 3.2 of the Agreement is hereby deleted from the Agreement together with all references in the Agreement thereto.

21. Early Termination. Section 3.3 of the Agreement is hereby deleted from the Agreement together with all references in the Agreement thereto.

22. Base Rent. Section 6.6 of the Agreement is hereby deleted in its entirety and the following Section 6.6 is hereby substituted therefor:

6.6 Base Rent. As part of the consideration for the leasehold interests granted to the Arena Manager under this Agreement, during the Term the Arena Manager shall pay to the City rent in the amount of \$500,000 per year, which shall be paid in equal quarterly installments, the first installment due and payable commencing on the Closing Date and thereafter each installment due and payable on or before each quarterly (on a three calendar month basis) anniversary of the Closing Date during the Term.

23. Negotiations. Section 7.2 of the Agreement is hereby deleted in its entirety and the following Section 7.2 is hereby substituted therefor:

7.2 Negotiations. The Arena Manager shall make commercially reasonable efforts to seek potential Licenses

24. Requirements. Section 7.3.1(b) of the Agreement is hereby deleted from the Agreement together with all references in the Agreement thereto.

25. City Revenue Events. Section 7.6.3 of the Agreement is hereby deleted in its entirety and the following Section 7.6.3 is hereby substituted therefor:

7.6.3 The Arena Manager shall maintain separate records of all revenues and all expenses directly attributable to each City Revenue Event. For clarity, only payments or other considerations to be made or provided that (i) are calculated solely on the basis of sales made or transactions completed during a City Revenue Event directly relating to such City Revenue Event or (ii) are payable solely because a given City Revenue Event is held shall be “directly attributable” to such City Revenue Event.

26. Audits. Section 8.17.1 of the Agreement is hereby amended by deleting the phrase “and the Team Owner Records (or any part thereof).”

27. Parking Charges. Section 8.2.1(e) of the Agreement is hereby deleted in its entirety and the following is hereby substituted therefor:

(e) Arena Manager may charge for the use of spaces within the Arena Parking Area for Hockey Events and Non-Hockey Events (but not City Sponsored Events where the charges, if any, shall be property of the City and determined by the City except for Supplemental Surcharges, which shall not be charged with respect to City Sponsored Events, unless the City advises Arena Manager of its desire to impose such charges on one or more such events at least ten (10) days in advance of any such City Sponsored Event). Parking rates for all Events shall be established by Arena Manager in its sole and absolute discretion and retained by the Arena Manager as Exclusive Arena Manager Revenues.

28. Premium Seat Agreements. Section 8.8.2(d) of the Agreement is hereby deleted in its entirety and the following Section 8.8.2(d) is hereby substituted therefor:

8.8.2(d). A commercially reasonable provision providing that the licensee under such Premium Seat Agreement shall have the right to purchase a Ticket for the Premium Seat described in such Premium Seat Agreement for each Event, other than a Hockey Event, City Sponsored Event or Community Event, at the Ticket price established by and to be paid to the sponsor or promoter of such Event pursuant to the procedures from time to time established by the Arena Manager for the exercise of such right.

29. Hockey Events. Section 8.3.1(a) of the Agreement is hereby deleted in its entirety and the following Section 8.3.1(a) is hereby substituted therefor:

(a) Arena Manager and Team Owner shall cause the Team to play all of its Home Games at the Arena during each annual Hockey Season, subject, however, to Force Majeure events and Hockey Rules which shall excuse such performance in accordance with this Agreement.

30. Scheduling. Section 8.9.1(c) of the Agreement is hereby deleted in its entirety and the following Section 8.9.1(c) is hereby substituted therefor:

8.9.1(c) Hockey Tickets. The Team Owner (i) shall control the pricing, the advertising of and on, and the distribution (including the distribution for no charge) of Hockey Tickets, whether Hockey Tickets are issued directly by the Team Owner, through agencies, or other designees authorized by the Team Owner; and (ii) shall receive and retain, as Exclusive Team Revenues, all Hockey Ticket

Receipts (other than any such revenues constituting Exclusive City Revenues). Neither the City nor the Arena Manager shall issue any Hockey Ticket or authorize anyone else to do so or admit any Person to a Hockey Event without a valid Hockey Ticket.

31. City Sponsored Events. Sections 8.9.2(a) and 8.9.2(b) of the Agreement are hereby deleted from the Agreement together with all references in the Agreement thereto. In addition, Section 8.9.2 (c) is hereby deleted in its entirety and the following Section 8.9.1(c) is hereby substituted therefor:

8.9.2(c) The Arena Manager shall maintain separate records of all revenues and all expenses directly attributable to each City Sponsored Event. For clarity, only payments or other considerations to be made or provided that (i) are calculated solely on the basis of sales made or transactions completed during a City Sponsored Event directly relating to such City Sponsored Event or (ii) are payable solely because a given City Sponsored Event is held shall be “directly attributable” to such City Sponsored Event.

32. Community Events. Sections 8.9.3(b) and 8.9.3(c) of the Agreement are hereby deleted from the Agreement together with all references in the Agreement thereto.

33. City Surcharge Account. Section 8.10.3 of the Agreement is hereby deleted from the Agreement, together with any and all references thereto.

34. Financial Reports. Section 8.16.1(a) of the Agreement is hereby deleted in its entirety and the following Section 8.16.1(a) is hereby substituted therefor:

8.16.1(a) Monthly Financial Reports. Not later than the last day of each calendar month, (a) a statement setting forth the prior calendar month’s Operating Revenues, Operating Expenses, and expenditures for Capital Improvements; and (b) a statement setting forth the end of the month balances for each of the Arena Accounts and describing the reasons for any transfers between or among accounts during the prior calendar month.

35. City Surcharge. Section 9.1.1 of the Agreement is hereby deleted in its entirety and the following Section 9.1.1 is hereby substituted therefor:

9.1 Surcharge. The Arena Manager may take the following actions to collect and retain for its own benefit as Exclusive Arena Manager Revenues, a surcharge in the amount described in this Section 9.1 for each Qualified Ticket (the “**Surcharge**”) and may include an additional surcharge (which will also be deemed as Exclusive Arena Manager Revenues) in the amount described in Section 9.1.3 of this Agreement for each Qualified Ticket (the “**Supplemental Surcharge**”):

36. Amount of the City Surcharge. Section 9.1.2 of the Agreement is hereby deleted in its entirety and the following Section 9.1.2 is hereby substituted therefor:

9.1.2 Amount of the Surcharge(s). The Surcharge(s) shall be in such amounts as the Arena Manager may determine from time to time in its sole and absolute discretion.

37. Supplemental Surcharge. The first sentence of Section 9.1.3 of the Agreement is hereby deleted in its entirety and the following sentence is hereby substituted therefor:

In addition, throughout the Term, the Arena Manager may collect a supplemental surcharge (“**Supplemental Surcharge**”) in an amount to be determined by the Arena Manager from time to time in its sole and absolute discretion for all Hockey and non-Hockey Events. All Supplemental Surcharges shall be collected and retained by the Arena Manager as Exclusive Arena Manager Revenues.

38. Ownership. Section 9.1.4 of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

39. Hockey Events. Section 9.1.5 of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

40. Team Revenue Events and City Revenue Events. Section 9.1.6. of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

41. City Sponsored Events and Community Events. Section 9.1.7 of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

42. Licenses and Other Fee Activities. Section 9.1.8 of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

43. Separate State of Fees on Tickets. Section 9.2 of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

44. Management Fee. As of the Amendment Effective Date, Section 10.1 is hereby deleted in its entirety and the following Section 10.1 is hereby substituted therefor:

10.1 Management Fee. Commencing on the Amendment Effective Date, and during the remainder of the Term, in consideration of the Arena Manager’s agreement to perform the management and other services set forth in this Agreement and to pay all operating and maintenance costs associated with the Arena Facility (other than capital costs as provided herein), provided there is no breach by the Team Owner of the obligations under the

Non-Relocation Agreement or a material breach by the Arena Manager of its obligations under this Agreement, the City shall pay to the Arena Manager, by wire transfer of immediately available funds to an account specified by the Arena Manager, the annual Management Fee in the amount of Six Million Five Hundred Thousand Dollars (\$6,500,000), paid in quarterly (on a three calendar month basis) installments in arrears on or before each October 1st, January 1st, April 1st and July 1st during the Term.

45. Exhibits. Exhibit "N" of the Agreement is hereby deleted from the Agreement together with any and all references in the Agreement thereto.

46. Change of Manager. Notwithstanding what may otherwise be provided in this Agreement or in this Amendment, the City shall have the option to replace the Arena Manager at any time after June 30, 2016; provided, that the City first delivers notice of such election (the "Arena Management Replacement Notice") not less than ninety (90) days prior to the effective date of the replacement of the Arena Manager. Upon delivery of the Arena Management Replacement Notice the City and the Arena Manager shall amend the Agreement as necessary to reflect such replacement including, without limitation, Exclusive Arena Manager Revenues, Section 1.1.5, Section 9 (Charges and Fees), the deletion of Sections 8.1 and 8.4 thereof as well as Exhibits "C", "F", "G", "H", and "L provided, that notwithstanding such replacement, the Team Owner shall have the right to generate, collect and retain the Exclusive Arena Manager Revenues attributable to Hockey Events. Team Owner shall have no right to any and all revenues, including surcharges, that are attributable to Non-Hockey events.

Parties expressly agree that in the event the City replaces the Arena Manager that the Team Owner will have the right to continue to receive concession, sponsorship and licensing revenues attributable directly to hockey events for the remainder of the term of the agreement. The Parties also agree that the replacement Arena Manager will not be permitted to charge or assess Surcharges or Supplemental Surcharges on any Coyotes Hockey Event tickets. Notwithstanding the foregoing, parties will negotiate in good faith and shall amend the agreement as necessary to reflect this understanding.

Furthermore, in the event that the city replaces the Arena Manager, the management fee described in section 10.1 shall be prorated based upon the number of months Arena Manager has served as the Arena Manager. By way of example, in the event that the city replaces the Arena Manager effective in the third month of the fiscal year, the Arena Manager will be paid one million eighty three thousand three hundred thirty-three dollars and thirty-three cents (\$1,083,333.33) for the two months of service performed by the Arena Manager ( $\$6,500,000 \div 12 \times 2$ ).

47. Governing Law. This Amendment shall be governed by and construed in accordance with the choice of law provision contained in the Agreement.

48. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

49. Successors and Assigns. This Amendment shall inure to the benefit of and be binding upon the parties and their successors and permitted assigns.

50. Amendment. Except as otherwise expressly set forth in this Amendment, all of the terms and provisions of the Agreement shall remain in full force and effect and are ratified and confirmed by City, Arena Manager and Team Owner.

[Signatures Appear on the Following Pages]

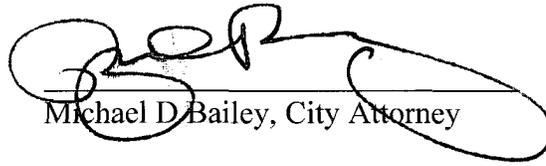




ATTEST:

  
Pamela Hanna, City Clerk

APPROVED AS TO FORM:

  
Michael D. Bailey, City Attorney

Recorded by:  
City Clerk, City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

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**RE-RECORDATION FOR THE PURPOSE OF CORRECTION  
BY  
THE CITY OF GLENDALE  
CONTRACT C – 8532-4**

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**The following CITY CLERK ORIGINAL CONTRACT, C-8532-4, SUPERSEDES  
the previously recorded document contained in the Official Records of  
Maricopa County Recorder, Helen Purcell,  
Reference Number 20150535246, recorded on 07/24/2015, at 01:37, as  
Contract C-8532-1, which was numbered incorrectly.**

**Dated 07/24/2015**

Recorded by:  
City Clerk's Office  
City of Glendale  
5850 West Glendale Avenue  
Glendale, Arizona 85301

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**CITY OF GLENDALE, ARIZONA**

**DOCUMENT TO BE RECORDED:**

**First Amendment to Professional Management Services  
and Arena Lease Agreement  
(Agreement C-8532-1)**

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**(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)**