

**STANDARD CONDITIONS OF ESCROW
(To Supplemental Surcharge Procedures Escrow Agreement)**

RECITALS:

(a) This Standard Conditions of Escrow (to Supplemental Surcharge Procedures Escrow Agreement) is made and executed for the sole benefit of the Parties hereto and Escrow Agent. It is the intention of the Parties hereto that no person or entity shall be or shall be considered to be a third Party Beneficiary, either incidentally or directly, of this Escrow Agreement.

(b) The Parties hereto understand that the extent of the obligation of Escrow Agent hereunder is to receive and disburse monies in the manner hereinafter set forth, and Escrow Agent shall have no other obligations whatsoever hereunder to the Parties hereto.

(c) Notwithstanding anything in this Agreement to the contrary, Escrow Agent shall not be bound by any term or provision in any agreement to which it is not a Party.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

AGREEMENT:

1. **Disbursements:** Escrow Agent shall disburse funds, subject to the terms of Supplemental Procedures Escrow Agreement between the Parties hereto and Escrow Agent entered into as of August 1, 2013 (the "Escrow Agreement"), in accordance with the written authorization executed by the Parties hereto or their Designated Agents.
2. **Requests of Accounting:** Upon request of any of the Parties hereto a copy of Escrow Agent's record of accounting for funds received and disbursed, on Escrow Agent's form, shall be furnished to the Parties hereto.
3. **Indemnification:** The Parties hereto hereby indemnify and promise to hold harmless Escrow Agent against but not limited to all costs, damages, attorneys fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with the Escrow Agreement, or any court action arising therefrom, and will pay the same upon demand, except claims arising out of Escrow Agent's negligence, bad faith, recklessness, intentional misconduct or breach of the Agreement.
4. **Conflicting Demands:** If conflicting demands are made upon Escrow Agent, Escrow Agent may hold any money or documents subject to such conflicting demands until the rights of the Parties making such conflicting demands be determined by court action. Escrow Agent may interplead said Parties, whereupon Escrow Agent shall be fully relieved of any and all liability in regard to such demands and the Parties hereunder.

402-5578826

STANDARD CONDITIONS OF ESCROW
(To Supplemental Surcharge Procedures Escrow Agreement)

RECITALS:

(a) This Standard Conditions of Escrow (to Supplemental Surcharge Procedures Escrow Agreement) is made and executed for the sole benefit of the Parties hereto and Escrow Agent. It is the intention of the Parties hereto that no person or entity shall be or shall be considered to be a third Party Beneficiary, either incidentally or directly, of this Escrow Agreement.

(b) The Parties hereto understand that the extent of the obligation of Escrow Agent hereunder is to receive and disburse monies in the manner hereinafter set forth, and Escrow Agent shall have no other obligations whatsoever hereunder to the Parties hereto.

(c) Notwithstanding anything in this Agreement to the contrary, Escrow Agent shall not be bound by any term or provision in any agreement to which it is not a Party.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, the Parties hereto agree as follows:

AGREEMENT:

1. **Disbursements:** Escrow Agent shall disburse funds, subject to the terms of Supplemental Procedures Escrow Agreement between the Parties hereto and Escrow Agent entered into as of August 1, 2013 (the "Escrow Agreement"), in accordance with the written authorization executed by the Parties hereto or their Designated Agents.
2. **Requests of Accounting:** Upon request of any of the Parties hereto a copy of Escrow Agent's record of accounting for funds received and disbursed, on Escrow Agent's form, shall be furnished to the Parties hereto.
3. **Indemnification:** The Parties hereto hereby indemnify and promise to hold harmless Escrow Agent against but not limited to all costs, damages, attorneys fees, expenses and liabilities which Escrow Agent may incur or sustain in connection with the Escrow Agreement, or any court action arising therefrom, and will pay the same upon demand, except claims arising out of Escrow Agent's negligence, bad faith, recklessness, intentional misconduct or breach of the Agreement.
4. **Conflicting Demands:** If conflicting demands are made upon Escrow Agent, Escrow Agent may hold any money or documents subject to such conflicting demands until the rights of the Parties making such conflicting demands be determined by court action. Escrow Agent may interplead said Parties, whereupon Escrow Agent shall be fully relieved of any and all liability in regard to such demands and the Parties hereunder.

5. **Specimen Signatures:** The Parties hereto shall furnish to Escrow Agent such information as may be required by Escrow Agent setting forth the names and specimen signatures of their respective Designated Agents whose signature Escrow Agent may accept.
6. **Instruction to Escrow Agent: This Agreement shall constitute joint** instructions to Escrow Agent from the Parties and the amounts deposited shall be disbursed and dealt with by Escrow Agent in strict accordance with the following:
 - (a) **Money Market Account:** Escrow Agent may deposit or invest the amounts deposited in a money market account reasonably acceptable to the Parties (provided the deposited amounts are available for immediate withdrawal, as and when required under the Agreement). Interest earned on such Money Market Account(s) will be added to the Escrow Account funds to be utilized for costs and fees related to the Agreement or otherwise for disbursement pursuant to the direction of the Parties. It is understood by the Parties that the Escrow Agent is not providing management nor oversight functions with respect to a payment made on behalf of another, nor has significant economic interest in connection with the payment; and therefore, would not be responsible for issuing information returns to the IRS under IRC section 6041 and/or Rev. Rul. 73-90.
 - (b) **Limitation of Liability:** Notwithstanding any other provisions of this Escrow Agreement, Escrow Agent has no responsibility nor liability except to the extent that Escrow Agent fails to properly disburse monies pursuant to these instructions. Escrow Agent shall not be liable for any action taken or omitted by it, except for its own negligence, bad faith, recklessness, intentional misconduct or breach; nor shall it be liable or responsible for the validity, enforceability or sufficiency of any document furnished to it pursuant to any provision thereof; nor shall it be responsible for any representation or statements made in any of those documents.
 - (c) **Advice of Counsel:** Escrow Agent shall be entitled to rely upon advice of counsel concerning legal matters and upon any document or notice delivered to it hereunder which it believes to be genuine or to have been presented by a proper person.
 - (d) **Compensation:** Escrow Agent shall be entitled to receive compensation for its services hereunder in accordance with the rate schedule attached hereto as Exhibit "2" and which is incorporated herein by this reference. Escrow Agent is hereby authorized to deduct its fees from first monies available. Note: A reasonable charge will be made for extraordinary services rendered.

7. **Cancellation:** This Escrow Agreement may be canceled only upon written approval of all Parties hereto except as otherwise provided in the Escrow Agreement.
 - (a) The Escrow Agent's action upon cancellation shall consist of final disbursement of funds upon written direction of either the Parties or by court action, which ever is applicable.
8. **Standard Conditions of Escrow Controls:** To the extent of any conflicts between the Escrow Agreement and this Standard Conditions of Escrow concerning the obligations of the Escrow Agent, the provisions of this Standard Conditions of Escrow shall control.
9. **Resignation:** Escrow Agent has the right to resign upon written notice thereof mailed to the Parties thirty (30) days prior to the effective date. If such right is exercised, all funds and documents shall be delivered to a mutually appointed substitute Escrow Agent or as otherwise directed by the Parties hereto.
10. **Binding Effect:** This Agreement shall be binding upon and shall inure to the benefit of the heirs, representatives, successors and assigns of the Parties hereto.
11. **Party:** Whenever the context of this instrument so requires words used in the masculine gender include the feminine and neuter; the singular number includes the plural, and the plural the singular; the word person includes a corporation, company, partnership or association, or society as well as a natural person. Every reference to any "Party" or to the "Parties" collectively shall be deemed to constitute a reference to the "City" and "Arena Manager" executing these Standard Conditions of Escrow and all successors in interest or assigns of the Party referred to.
12. **Governing Law:** This Agreement shall be governed by the laws of the State of Arizona without reference to conflict of laws principles.
13. **Conflicts:** Counsel for one or more of the Parties has represented and may currently represent Escrow Agent in connection with other unrelated matters. Such counsel has not represented Escrow Agent in connection with this agreement, and Escrow Agent has been represented by counsel of its own selection.

ESCROW AGENT:

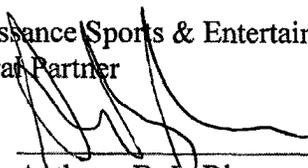
First American Title Insurance Company
Attention: Trust Department
PO Box 52023
Phoenix, Arizona 85072
9000 East Pima Center Parkway
Scottsdale, Arizona 85258
Phone: (602) 685-7000
Fax: (602) 685-7029

PARTIES:

ARENA MANAGER:

ICEARIZONA MANAGER CO LP, a Delaware limited partnership

By: Renaissance Sports & Entertainment, LLC, a Delaware limited liability company
Its: General Partner

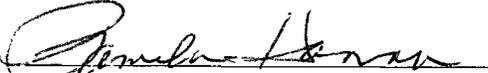
By: 
Name: Anthony D. DeBlanc
Its: President and Chief Executive Officer

City:

CITY OF GLENDALE

By: 
Brenda S. Fischer, City Manager

ATTEST:


Pam Hanna, City Clerk

APPROVED AS TO FORM:


Nicholas C. DiPiazza,
Acting City Attorney

(SIGNATURE PAGE TO STANDARD CONDITIONS OF ESCROW)

ESCROW AGENT:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: Sanli Overbey
Name: Sanli Overbey
Its: Manager - Trust Operations
TRUST DEPARTMENT

(SIGNATURE PAGE TO STANDARD CONDITIONS OF ESCROW)

PHOENIX 55129-6 79688v2