

SAFETY AND SECURITY AGREEMENT

This **Safety and Security Agreement** (this “**Agreement**”) is dated as of August 5, 2013 (the “**Effective Date**”), and is entered into by and among the City of Glendale, an Arizona municipal corporation (the “**City**”); and IceArizona Manager Co LP, a Delaware limited partnership and successor to IceArizona Manager Co., LLC (“**Arena Manager**”).

RECITALS

- A. The City and the Arena Manager are parties to that certain Professional Management Services and Arena Lease dated July 8, 2013 (the “**Arena Management Agreement**”), which provides for the management and use of the Arena.
- B. The City and the Arena Manager desire to enter into this Agreement for the purposes of providing for the safety and security of visitors and patrons to the Arena and traffic control in and around the Arena during Events through the use of the services of police officers, off-duty civilian police assistants, paramedics and similar qualified personnel (each as hereinafter defined and, collectively, the “**Public Safety Personnel**”).
- C. During Events, the City is willing to provide Public Safety Personnel on the terms and conditions set forth herein in order to assure public safety in and around the Arena and to respond to incidents requiring the response of Public Safety Personnel.

AGREEMENT

NOW THEREFORE, in consideration of the premises, covenants, agreements and obligations contained herein, the parties enter into this Agreement and agree as follows:

1. **Definitions.** All capitalized terms shall have the meaning assigned to them in the Arena Management Agreement unless a definition of that term is otherwise specified herein.
2. **Term of Agreement.** This Agreement shall commence on the Effective Date and shall continue through the term of the Arena Management Agreement.
3. **Services.**
 - 3.1 Traffic Control.
 - a. The City, through its Police Department, shall assign two on-duty Sergeants to supervise and coordinate traffic control services by Public Safety Personnel for each Event.
 - b. The City, through its Police Department and Transportation Department, shall assign Public Safety Personnel to provide traffic control at Events and the police assistants working traffic control shall be under the direction of the police officers assigned to the Event.
 - (1) The number of police officers and police assistants assigned to an Event and the appropriate intersections will be determined by the City approved traffic and barricade plan for the Arena (the “**Traffic Control Plan**”); such plan shall be developed by the Arena Manager.

(2) The Arena Manager shall be responsible for erecting barricades as designated on the Traffic Control Plan.

c. The Arena Manager, with input from the Team Owner for any Hockey Event, may request amendments or temporary modifications to the Traffic Control Plan by submitting a revised Traffic Control Plan to the Transportation Department Director, who may approve or deny the proposal in their sole and reasonable discretion; provided however, the on-duty Sergeants assigned to traffic control under the Traffic Control Plan may make immediate changes in the Traffic Control Plan at the time of or during an Event if, in his or her discretion, traffic conditions or other tactical needs warrant such changes.

d. A Parking Fee Collection Plan shall be submitted to and approved by the City. The on-duty Sergeants assigned to traffic control may make immediate changes to the Parking Fee Collection Plan at the time of or during an Event if, in his or her discretion, traffic conditions or other tactical needs warrants such changes to ensure safe traffic conditions.

3.2 Security.

a. The number of police officers assigned to provide security, including but not limited to liquor control, within the Arena Facility, Arena Parking Area and areas immediately surrounding the Arena Facility and Arena Parking Area during Events will be jointly determined on an event-by-event basis by the Police Department and the Arena Manager; provided however, that the City shall have sole discretion in connection with issues that solely relate to public safety determinations.

b. Nothing herein shall preclude the Arena Manager from employing or engaging private, non-sworn personnel safety employees (“**Private Security Personnel**”) at the Arena; provided however, the Private Security Personnel must work in cooperation with the Public Safety Personnel and respond to the responsible and reasonable requests of the Public Safety Personnel.

3.3 Medical Attention.

a. The City, through its Fire Department, will assign on-duty emergency medical services personnel (“**EMS Personnel**”) in order to assure that emergency medical are available to patrons and employees at the Arena Facility and Arena Parking Area during Events.

b. The number of EMS Personnel assigned will be jointly determined on an event-by-event basis by an authorized representative of the City’s Fire Department and the Arena Manager; provided however, that the City shall have sole discretion in connection with issues that solely relate to public safety determinations.

4. Assignment of City Safety Personnel. The City shall select the Public Safety Personnel assigned to perform services for Events and assure the provision of appropriate equipment as necessary for their duties within the City’s sole discretion.

5. Payment.

5.1 Annual Fee. In consideration for the services to be provided by the City under this Agreement, the Arena Manager will pay the City, on or before the first day of each Fiscal Year (or, in the case of the first Fiscal Year in which this Agreement is effective, each partial

Fiscal Year), an annual fee in an amount intended to reimburse the City for all of the City's administrative and related costs incurred or to be incurred in providing the Services (exclusive of the Hourly Fee, which shall be billed separately in accordance with Section 5.2 of this Agreement), including but not limited to the City's overhead (the "**Annual Fee**").

(a) For the first Fiscal Year during which this Agreement is effective, Arena Manager and the City agree that the Annual Fee shall be \$174,122.00, which Annual Fee will be prorated for the partial Fiscal Year and subject to reconciliation as described below. For each subsequent Fiscal Year, the Annual Fee will be the total of the amounts set forth in the Reconciliation Statement (as defined below) for the previous year. Prorations shall be on the basis of a 365-day year.

(b) By way of illustration (and not of limitation), Arena Manager and the City attach Exhibit "A" to this Agreement, and incorporate it into this Agreement, to illustrate the costs and components that have been used to establish the Annual Fee for the first Fiscal Year. Arena Manager acknowledges that Exhibit "A" is illustrative and not limiting, and that the costs and components of the Annual Fee in years subsequent to the first Fiscal Year may vary in amounts, substance, quality and description from those costs and components used to establish the Annual Fee for the first Fiscal Year.

(c) No less than ninety (90) days following the last day of the first Fiscal Year during which this Agreement is effective, and on or about the same day of each Fiscal Year thereafter, the City shall deliver to Arena Manager a written statement (in each case, a "**Reconciliation Statement**") setting forth in reasonable detail the City's determination of its actual costs incurred in providing the Services during said Fiscal Year. The Reconciliation Statement shall be used to determine any reimbursement the City owes the Arena Manager, or, alternatively, any additional costs owed to the City by the Arena Manager, for actual costs and expenses incurred by the City (excluding the Hourly Fee) that differ from the Annual Fee paid by the Arena Manager for the previous Fiscal Year (or partial Fiscal Year, as applicable). The Parties shall use good faith in negotiating and reconciling each Estimated Annual Fee and in preparing and reviewing the Reconciliation Statement. Any reconciliation payment due to either the City or the Arena Manager based upon the Reconciliation Statement shall be made within fifteen (15) days of Arena Manager's receipt of the Reconciliation Statement.

5.2 Hourly Fee. As additional consideration for such services, the Arena Manager will pay the City within 30 days of the receipt of an itemized invoice, the base hourly rates (i.e., regular hourly rates, including overtime rates), plus the City's share of (i) any employment, FICA, or similar taxes related thereto, (ii) pension, profit-sharing or similar retirement plan contributions (including contributions to the Arizona State Retirement System) and (iii) similar payroll-related burdens (collectively, the "**Hourly Fee**") of the Public Safety Personnel for work performed for Events. The Hourly Fee shall not include amounts for health insurance, medical insurance and similar non-payroll related burdens. Upon reasonable request, the City shall timely provide the Arena Manager current information on the amounts included in and constituting the Hourly Fee.

a. The Hourly Fee shall be a minimum of three hours for each such Public Safety Personnel working at each Event.

b. At the request of the Arena Manager, the City shall submit an invoice to the Arena Manager at the time of an Event when the Arena Manager requires such invoice to pass the cost of such services on to a third party.

5.3 The Annual Fee and the Hourly Fee shall be paid by the Arena Manager as Operating Expenses under the Arena Management Agreement.

6. Responsibilities of the Arena Manager.

6.1 The Arena Manager will timely provide a schedule of Events to the City upon the preparation thereof and will timely notify the City in writing of any changes thereto.

6.2 The Arena Manager shall develop Traffic Control Plans that provide safe and efficient circulation to the parking lots from the public right-of-ways. The Traffic Control Plans shall be prepared with input and coordination with the City's Transportation and Police Departments. Such plans shall be developed to handle the appropriate size of an Event.

6.3 The Arena Manager shall implement the approved Traffic Control Plan and will provide a barricade truck and trailer and the barricades necessary to implement the Traffic Control Plan in the immediate vicinity of the Arena.

6.4 The Arena Manager will be solely responsible for obtaining any reimbursement from any third party any agreed-upon share of the Estimated Annual Fee and the Hourly Fee, and any such agreement shall in no way affect the obligations of the Arena Manager to pay these fees to the City pursuant to the terms and conditions of this Agreement.

6.5 The Arena Manager shall develop a Parking Fee Collection Plan to be reviewed and approved by the City.

6.6 The Arena Manager shall remove all barricades erected by Arena Manager in order for the Arena Parking Areas to be open and available for use on non-Arena Event Days or when requested by the City.

7. Joint Venture Disclaimer.

7.1 This Agreement is not intended to and will not constitute, create, give rise to or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties hereto, and the rights and obligations of the parties hereto shall be only those expressly set forth in this Agreement.

7.2 No Public Safety Personnel shall be deemed an employee of the Arena Manager, and the Arena Manager shall have no obligations with respect to the City's merit system, employee benefits or compensation including retirement and insurance, or personnel rules applicable to Public Safety Personnel, which shall be solely and completely the City's responsibility.

7.3 The City shall have total responsibility for all salaries, wages, bonuses, retirement benefits, tax withholding, workers' compensation benefits, occupational disease compensation, unemployment compensation, other employee benefits and taxes and premiums appurtenant thereto with respect to the Public Safety Personnel, and the City shall save and hold the Arena Manager harmless with respect thereto. The obligations of Arena Manager to pay the Hourly Fee to the City to reimburse the City for certain of its costs is a contractual arrangement between

the City and Arena Manager and does not, and shall not be construed by the City to, create employee/employer obligations for Arena Manager.

7.4 No Private Security Personnel or other person employed or engaged by the Arena Manager shall be deemed an employee of the City. The City shall have no obligations with respect to the Arena Manager's personnel rules applicable to Private Security Personnel.

7.5 The Arena Manager shall have total responsibility for all salaries, wages, bonuses, retirement benefits, tax withholding, workers' compensation benefits, occupational disease compensation, unemployment compensation, other employee benefits, and taxes and premiums with respect to the Private Security Personnel, and the Arena Manager shall save and hold the City harmless with respect thereto.

8. Indemnification. Each party to this Agreement ("**Indemnitor**") shall have and hold harmless each of the other parties to this Agreement, and its city council members and elected officials (if applicable), officers, agents, servants, employees and spouses of each such person (collectively, "**Indemnitee**"), from any and all claims, demands, suits, actions, proceedings, losses, costs and damages of every kind, including, but not limited to attorneys' fees, which may be made or brought against the Indemnitee on account of any loss or damage to property of or for injury to or death of any person, to the extent that said loss, damage, injury or death is related to this Agreement and is the result of any error or omission or negligent act of the Indemnitor, its officials, officers, agents, servants, employees, or any representatives for which the Indemnitor is legally liable (provided that, subject to Applicable Law and immunities, the City (and not the Arena Manager) shall be legally liable for the acts or omissions of the Public Safety Personnel; and the Arena Manager (and not the City) shall be legally liable for the acts or omissions of Private Security Personnel, arising out of or incidental to the performance of this Agreement.

9. Conflicts of Interest. The Arena Manager understands and acknowledges that this Agreement is subject to cancellation without penalty or further obligation by the City pursuant to the provisions of A.R.S. § 38-511. Both parties represent and warrant that, as of the date hereof, each party is not aware of any such conflicts of interest.

10. Notices

10.1 All notices, demands, disclosures, acknowledgments, consents, approvals, statements, requests, responses and invoices to be given under this Agreement shall be in writing, signed by the party or officer, agent or attorney of the party giving such notice, demand, disclosure, acknowledgment, consent, approval, statement, request, response and/or invoice, and shall be deemed effective (i) upon receipt if hand delivered or sent by overnight courier service; or (ii) upon delivery or the date of refusal if sent by the United States mail, postage prepaid, certified mail, return receipt requested, in either case addressed as follows:

To the Arena Manager: IceArizona Manager Co LP
c/o IceArizona Acquisition Co. LLC
5709 Val Verde Street
Suite 100
Houston, Texas 77057
Attn: Avik Dey

with copy (which shall not constitute notice) to:

Snell & Wilmer L.L.P.
400 East Van Buren Street
Phoenix, Arizona 85004
Attn: Nicholas J. Wood Esq.
Joyce Wright Esq.

To the City:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

with copy to:

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

10.2 Any party hereto may from time to time, by notice given to the other parties pursuant to the terms of this Section, change the address to which notices, demands, disclosures, acknowledgments, consents, approvals, statements, requests, responses and invoices to such party are to be sent or designate one or more additional Persons to whom notices, demands, disclosures, acknowledgments, consents, approvals, statements, requests, responses and invoices are to be sent.

10.3 A party giving a notice, demand, disclosure, acknowledgment, consent, approval, statement, request, response or invoice under this Agreement shall, contemporaneously with the giving of the same, give a copy of such notice, demand, disclosure, acknowledgment, consent, approval, statement, request, response or invoice to each party hereto that is not a named recipient thereof.

11. Governing Law. In all respects, including all matters of construction, validity and performance, including, without limitation, the rights and duties of the parties hereto, this Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Arizona applicable to contracts made and performed in that state (without regard to the choice of law or conflicts of law provisions thereof) and any applicable laws of the United States of America.

12. Entire Agreement

12.1 This Agreement and the Arena Management Agreement constitute the full and complete understanding and agreement of the parties hereto with respect to the matters that are the subject of this Agreement.

12.2 This Agreement replaces any and all previous representations, understandings, and agreements, written or oral, relating to its subject matter.

12.3 This Agreement and its terms may not be modified, changed or waived except in writing signed by both parties.

13. Breach and Default

13.1 If any party to this Agreement materially breaches any provision of this Agreement and fails to cure such breach within 30 days after receiving written notice of such breach from any other party to this Agreement, the breaching party shall be in default.

13.2 Provided that if such matter cannot reasonably be cured within such 30 day period, the breaching party shall not be in default if, within 10 days of receiving the original written notice of breach, it begins to cure the breach, in good faith continues to attempt to cure the breach, and thereafter cures such breach within 120 days after receiving the original written notice of breach.

13.3 In the event any party breaches this Agreement and does not cure the breach within the time specified within this Section, the other party's sole remedy shall be an action at law for actual monetary damages, but not consequential or punitive damages.

14. Immigration Law Compliance.

14.1 The Arena Manager, on behalf of itself and any subcontractor, warrant, to the extent applicable under A.R.S. §41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. §23-214(A) which requires registration and participation with the E-Verify Program.

14.2 A breach of the warranty set forth in Section 14.1 may be considered a material breach of this Agreement which could be subject to penalties up to and including termination of this Agreement to the extent such breach, under the facts and circumstances of such breach would have a material and adverse effect on the Arena or the City.

14.3 To the extent permitted by Applicable Law, the City retains the legal right to inspect the papers of the Arena Manager or subcontractor employee who performs work under this Agreement to ensure that the Arena Manager or any subcontractor is compliant with the warranty under this Section.

14.4 The City may conduct random inspections, and upon the request of the City, the Arena Manager will provide copies of papers and records of the Arena Manager demonstrating continued compliance with the warranty under this Section.

14.5 The Arena Manager agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with the City in the exercise of its statutory duties and not deny access to their business premises or applicable papers or records for the purposes of enforcement of this Section.

14.6 The Arena Manager agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon the Arena Manager and expressly accrue those obligations directly to the benefit of the City. The Arena Manager also agree to require any

subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

14.7 The Arena Manager's warranty and obligations under this Section to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement.

14.8 The "E-Verify Program" as used above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

[Signatures on Following Page]

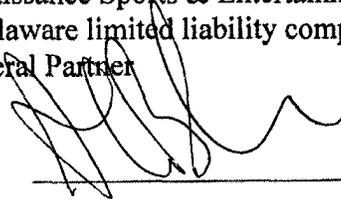
IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the Effective Date.

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. LeBlanc

Its: President/Chief Executive Officer

CITY:

CITY OF GLENDALE, an Arizona municipal corporation

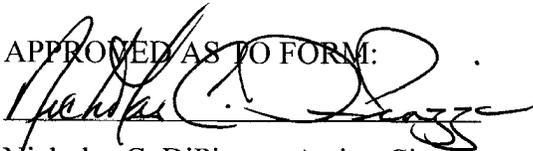
By: 
Brenda S. Fischer, City Manager

ATTEST



Pam Hanna, City Clerk

APPROVED AS TO FORM:



Nicholas C. DiPiazza, Acting City
Attorney

Exhibit "A"

Calculation of Annual Fee for First Fiscal Year

City of Glendale				
Annual fee Budget				
			\$	\$
1		Police Scheduler		
		officer 1 (80% of time)	46,294	
		Officer 2 (20% of time)	11,574	57,868
2		Fire Secretary (Administration)		44,504
3		Transportation		
		Annual Barricade Permit	12,819	
		TMC Support (3 staff 41 hockey games)	2,800	
		Admin Support (3 Staff 3hrs per week)	4,381	20,000
4		Fire Marshal inspection and Plan reviews 30- non hockey events		
		Hockey Games	4,077	
		Misc. Sporting w/ pyro	15,503	
		Misc. Sporting w/o pyro	8,333	
		Concert w/pyro	17,296	
		Concert w/o pyro	6,541	51,750
		Total		174,122