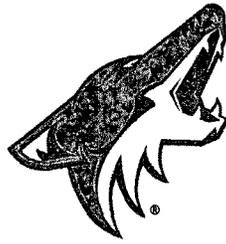


CITY CLERK  
ORIGINAL



C-8585  
09/04/2013

September 4, 2013

Ms. Brenda Fischer  
City Manager  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301

Michael Bailey  
City Attorney  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301

IceArizona Hockey Co LP  
c/o IceArizona AcquisitionCo LP  
6751 N. Sunset Boulevard  
Suite 200  
Glendale, AZ 85305

***Re: Professional Management Services and Arena Lease Agreement-  
Notice of Arena Manager Assignment***

Dear Ms. Fischer, Mr. Bailey and Team Owner:

This letter serves as notice to all Parties with respect to the assignment of the Arena Manager's rights under the AMULA (hereinafter defined).

Reference is made to the Professional Management Services and Arena Lease Agreement (the "AMULA"), dated July 8, 2013, by and between the City of Glendale ("City"), IceArizona Manager Co., LLC now known as IceArizona Manager Co LP (the "Arena Manager"), and IceArizona Hockey Co., LLC now known as IceArizona Hockey Co LP (the "Team Owner"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the AMULA.



Pursuant to § 12.3 of the AMULA, the Arena Manager has the right to assign to any one or more lenders providing financing to the Arena Manager, the entirety of its rights under the AMULA. Furthermore, pursuant to § 12.3(a) of the AMULA, the Arena Manager must provide notice to the City and Team Owner of such assignment within 30 days after such assignment becomes effective. While the City and Team Owner already have constructive notice and knowledge of our assignment of rights to both Fortress Credit Co LLC (“Fortress”) and the National Hockey League (the “NHL”), we nevertheless want to make sure you are provided with formal notice as required by the terms of the AMULA.

Notice is hereby given that pursuant to (1) the Leasehold Deed of Trust, Assignment and Security Agreement, dated August 5, 2013, and recorded August 5, 2013, as Instrument No. 2013-07102890 in the records of Maricopa County, Arizona, by Arena Manager and Team Owner for the benefit of Fortress; and (2) the Consent Nondisturbance and Recognition Agreement and Estoppel Certificate, dated August 5, 2013, and recorded August 5, 2013, as Instrument No. 2013-07102889 in the records of Maricopa County, Arizona, by and among the City, Arena Manager, Team Owner, and Fortress, the Arena Manager has assigned the entirety of its rights under the AMULA to Fortress as security for Fortress providing financing to the Arena Manager.

Fortress’s address is as follows:

Fortress Credit Co LLC  
1345 Avenue of the Americas, 46<sup>th</sup> Floor  
New York, NY 10105  
Telephone: (212) 798-6100  
Facsimile: (212) 798-6099

Notice is further given that pursuant to (1) the Leasehold Deed of Trust, Assignment and Security Agreement, dated August 5, 2013, and recorded August 5, 2013, as Instrument No. 2013-07102892 in the records of Maricopa County, Arizona, by Arena Manager and Team Owner for the benefit of the NHL (together with Fortress, each an “Arena Manager Assignee”); and (2) the Consent Nondisturbance and Recognition Agreement and Estoppel Certificate, dated August 5, 2013, and recorded August 5, 2013, as Instrument No. 2013-07102891 in the records of Maricopa County, Arizona, by and among the City, Arena Manager, Team Owner, and the NHL, the Arena Manager has assigned the entirety of its rights under the AMULA to the NHL as security for the NHL providing financing to the Arena Manager.

The NHL’s address is as follows:

The National Hockey League  
1185 Avenue of the Americas  
New York, NY 10036  
Attn: William L. Daly, Deputy Commissioner  
David Zimmerman, Esq., Executive Vice President, Chief Legal Officer  
and General Counsel  
Facsimile: (212) 789-2050

Following receipt of this notice and pursuant to Section 12.3(c) of the AMULA, neither the City nor the Team Owner may enter into or consent to any amendment, waiver, modification or termination of the AMULA by agreement of the Parties to the AMULA without the prior written consent of both of the Arena Manager Assignees.

Pursuant to § 12.3.1 of the AMULA, each of the City and Team Owner shall, contemporaneously with giving any notice to the Arena Manager under the AMULA, send a copy of such notice to each Arena Manager Assignee at the addresses indicated above.

Respectfully,

**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: Daryl Jones  
Its: Chief Operating Officer

cc: Gary L. Birnbaum  
James H. Patterson  
Counsel to City of Glendale  
Dickinson, Wright, Mariscal, Weeks  
2901 N. Central Avenue, Suite 200  
Phoenix, AZ 85012

David Connolly, Esq. *(via e-mail only)*  
Nicholas J. Wood, Esq. *(via e-mail only)*  
Joyce K. Wright, Esq. *(via e-mail only)*  
Dick Bowers *(via e-mail only)*