

**CITY CLERK
ORIGINAL**

**C-8448-3
01/31/2014**

AMENDMENT NUMBER THREE

TO AGREEMENT REGARDING 2013 WESTGATE PARKING AND LITIGATION STANDSTILL

This AMENDMENT NUMBER THREE TO AGREEMENT REGARDING 2013 WESTGATE PARKING AND LITIGATION STANDSTILL (this "Amendment") is entered into effective as of January 31, 2014 (the "Effective Date") among the City of Glendale, Arizona (the "City"), Arizona Tourism and Sports Authority, d/b/a Arizona Sports and Tourism Authority ("AZSTA"), and Arizona Cardinals Football Club LLC (together with its affiliates, the "Cardinals").

WHEREAS, AZSTA, the Cardinals, and the City (collectively, the "Parties," and individually, "Party") are parties to an Agreement Regarding 2013 Westgate Parking and Litigation Standstill effective as of February 15, 2013, as amended by an Amendment Number One to Agreement Regarding 2013 Westgate Parking and Litigation Standstill effective as of June 30, 2013, and as further amended by an Amendment Number Two to Agreement Regarding 2013 Westgate Parking and Litigation Standstill effective as of August 30, 2013 (as so amended, the "Standstill Agreement");

WHEREAS, the Parties have entered into a Tolling Agreement effective as of July 10, 2012, as amended by a First Amendment to Tolling Agreement effective as of September 4, 2012, and as further amended by the Standstill Agreement (as so amended, the "Tolling Agreement"); and

WHEREAS, the Parties desire to further amend the Standstill Agreement and to further amend the Tolling Agreement, in each case as set forth below,

NOW THEREFORE, in consideration of the agreements, promises, covenants, and provisions contained in this Amendment, the receipt and legal sufficiency of which are hereby acknowledged for all purposes, the Parties, intending to be legally bound, agree as follows.

1 The City hereby agrees that during the period from the Effective Date through and including February 28, 2015 (the "2014 Season"), it will provide parking spaces at Westgate for all Events at the Stadium, including Super Bowl XLIX and all other Mega Events, at the same locations and in the same numbers as such parking was provided by the City during the 2013 NFL season. Provided that and as long as the City is otherwise in full compliance with its obligations under this Agreement and the Parking License, AZSTA and the Cardinals agree, without waiver of any of their rights under the Parking License or any other agreement, that they will not object to the City's use during the 2014 Season of Lot "X" (the "ADOT Lot") to provide some of the parking spaces required by the Parking Covenant for Events, including Mega Events, at the Stadium, subject to the restrictions listed in Section 1 of the Agreement Regarding 2013 Westgate Parking and Litigation Standstill, which are hereby incorporated by reference.

2 The reference in Section 2 of the Standstill Agreement to "January 31, 2014" is hereby deleted and replaced with "April 30, 2015."

3 The reference in Section 3 of the Standstill Agreement to "January 31, 2014" is hereby deleted and replaced with "April 30, 2015."

4 The Standstill Agreement, as further amended hereby, and the Tolling Agreement, as further amended hereby, are hereby ratified, confirmed, and approved and remain in full force and effect.

5 This Amendment may be executed in any number of duplicate originals, photocopies, facsimile copies, or pdf or other electronic copies, all of which (once each Party has executed at least one original or copy) will constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

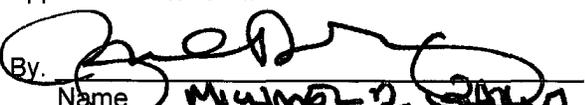
IN WITNESS WHEREOF, the Parties have signed this AMENDMENT NUMBER THREE TO AGREEMENT REGARDING 2013 WESTGATE PARKING AND LITIGATION STANDSTILL to be effective as of the Effective Date.

CITY:

CITY OF GLENDALE, a municipal corporation

By: 
Name: Brenda S. Fischer
Title: City Manager

Approved as to form:

By: 
Name: Michael J. Bidwill
Title: 6/19/14

Attestation:


Pam Hanna, City Clerk

AZSTA:

ARIZONA TOURISM AND SPORTS AUTHORITY,
d/b/a ARIZONA SPORTS AND TOURISM
AUTHORITY

By: _____
Tom Sadler, President and CEO

THE CARDINALS:

ARIZONA CARDINALS FOOTBALL CLUB LLC

By: _____
Michael J. Bidwill, President

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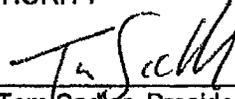
By: _____
Name: _____
Title: _____

Attestation:

Pam Hanna, City Clerk

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d/b/a ARIZONA SPORTS AND TOURISM
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By:  _____
Tom Sadler, President and CEO

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Title: _____

Approved as to form:

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Name: _____
Title: _____

Attestation:

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d/b/a ARIZONA SPORTS AND TOURISM
AUTHORITY

By: _____
Tom Sadler, President and CEO

THE CARDINALS:

ARIZONA CARDINALS FOOTBALL CLUB LLC

By:  _____
David M. Koeninger, General Counsel