

further agree that the Team shall, upon request by the City, provide to the City's outside legal counsel for review any proposed form of Concessions Agreement, Suite License Agreement, Premium Seat Agreement, Naming Rights Agreement, or major building or signage sponsorship agreement. The City's outside legal counsel shall have a period of fifteen (15) days after receipt of any such agreement to review it to ensure that it complies with the provisions of this Section 19.24 and to approve or disapprove such agreement. The City's outside legal counsel's failure to approve or disapprove any such agreement within such fifteen-day period shall be conclusively deemed the approval of such agreement. If the City's outside legal counsel disapproves any such agreement within such fifteen-day period, the City and the Team shall negotiate in good faith for a period of up to fifteen (15) days to attempt to resolve the dispute. If they are unable to resolve the dispute within such fifteen-day period, the dispute shall be subject to Arbitration pursuant to Article 16.

19.25 Team's Legal Opinion. The Arena Manager, the Team, the Retail/Residential Developer and the Entertainment Developer hereby agree that the City's obligations to perform under this Agreement and the Related Agreements, including the City's obligation to provide the City Commitment Amount pursuant to the Arena Development Agreement, are conditioned on, and will not become effective until, (a) the Team's execution of this Agreement and the Related Agreements to which the Team is a party does not result in the breach of or constitute a default under any loan or credit agreement or any other agreement, instrument, judgment or decree to which the Team is a party or by which the Team or its assets may be bound or affected, and (b) the City shall have received an opinion of the Team's counsel acceptable to the City to such effect. The provisions of this Section 19.25 are in addition to any other conditions that must be satisfied before the City will be obligated to perform under this Agreement or the Related Agreements.

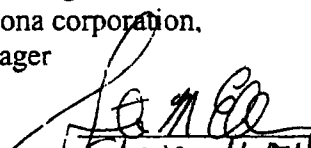
[Signatures on Following Page]

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

ARENA MANAGER:

ARENA MANAGEMENT GROUP, LLC,
a Delaware limited liability company

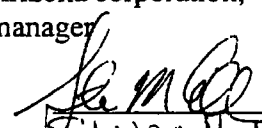
By: Arena Management Services, Inc.,
an Arizona corporation,
its manager

By: 
Name: Steven M. Ellman
Its: Chairman & CEO

TEAM:

COYOTES HOCKEY, LLC,
a Delaware limited liability company

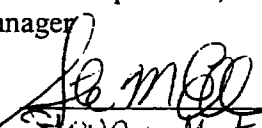
By: Arizona Hockey Management, Inc.,
an Arizona corporation,
its manager

By: 
Name: Steven M. Ellman
Its: Chairman & CEO

RETAIL/RESIDENTIAL DEVELOPER:

GLENDAL-101 DEVELOPMENT, LLC,
a Delaware limited liability company

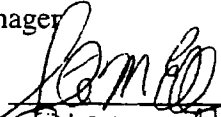
By: E224 Holdings, Inc.,
an Arizona corporation,
its manager

By: 
Name: Steven M. Ellman
Its: Chairman & CEO

ENTERTAINMENT DEVELOPER:

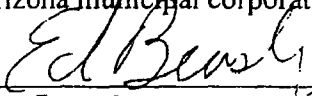
COYOTE CENTER DEVELOPMENT, LLC,
a Delaware limited liability company

By: Center Ice Development, Inc.,
an Arizona corporation,
its manager

By: 
Name: Steven M. Ellman
Its: Chairman + CEO

CITY:

CITY OF GLENDALE,
an Arizona municipal corporation

By: 
Name: Ed Bensch
Its: Asst City Manager
MANAGER

ATTEST:


City Clerk

APPROVED AS TO FORM:

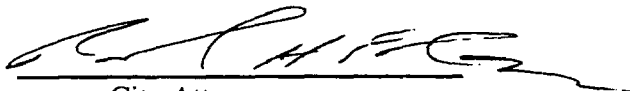

City Attorney

EXHIBIT "A" TO ARENA MANAGEMENT, USE AND LEASE AGREEMENT

Pro Forma Financial Information

(See Recital N)

(Attached)

Pro Forma Financial Information

Fiscal Year	Gross Arena Sales Tax Revenue	Gross Parking Revenue	Base Recovery Fee (1)	Gross Retail Development Taxes	Transit Tax (.5%)	Public Safety Tax (.1%)	Total	Fiscal Year
2003-04	\$1,579,025	\$3,426,751		\$4,546,798	\$2,684,373	\$536,875	\$12,773,821	2003-04
2004-05	1,600,068	3,496,684		5,250,299	2,635,290	527,058	13,509,400	2004-05
2005-06	1,621,639	3,566,618		7,977,825	3,720,087	744,017	17,630,188	2005-06
2006-07	1,643,752	3,636,552		8,622,557	3,995,563	799,113	18,697,537	2006-07
2007-08	1,666,418	3,706,486		11,499,632	5,356,047	1,071,209	23,299,793	2007-08
2008-09	1,689,654	3,776,419		11,199,990	5,066,713	1,013,343	22,746,119	2008-09
2009-10	1,713,472	3,846,353		11,593,667	4,844,851	968,970	22,967,313	2009-10
2010-11	1,737,887	3,916,287		11,709,604	4,898,469	979,694	23,241,940	2010-11
2011-12	1,762,915	3,986,220		11,826,700	4,952,776	990,555	23,519,167	2011-12
2012-13	1,788,571	4,056,154		11,944,967	5,007,784	1,001,557	23,799,032	2012-13
2013-14	1,814,870	4,126,088		12,064,417	5,063,502	1,012,700	24,081,577	2013-14
2014-15	1,841,829	4,196,021		12,185,061	5,119,944	1,023,989	24,366,844	2014-15
2015-16	1,869,464	4,265,955		12,306,912	5,177,119	1,035,424	24,654,874	2015-16
2016-17	1,897,793	4,335,889	\$2,797,348	12,429,981	5,235,040	1,047,008	27,743,057	2016-17
2017-18	1,926,832	4,405,822	2,797,348	12,554,281	5,293,718	1,058,744	28,036,743	2017-18
2018-19	1,956,599	4,475,756	2,797,348	12,679,823	5,353,165	1,070,633	28,333,324	2018-19
2019-20	1,987,113	4,545,690	2,797,348	12,806,622	5,413,394	1,082,679	28,632,845	2019-20
2020-21	2,018,393	4,615,623	2,797,348	12,934,688	5,474,417	1,094,883	28,935,352	2020-21
2021-22	2,050,458	4,685,557	2,797,348	13,064,035	5,536,247	1,107,249	29,240,893	2021-22
2022-23	2,083,327	4,755,491	2,797,348	13,194,675	5,598,896	1,119,779	29,549,515	2022-23
2023-24	2,729,520	4,825,425	2,797,348	13,326,622	5,662,379	1,132,476	30,473,769	2023-24
2024-25	2,734,059	4,895,358	2,797,348	13,459,888	5,714,208	1,142,842	30,743,703	2024-25
2025-26	2,769,464	4,965,292	2,797,348	13,594,487	5,779,398	1,155,880	31,061,869	2025-26
2026-27	2,805,758	5,035,226	2,797,348	13,730,432	5,845,463	1,169,093	31,383,318	2026-27
2027-28	2,842,962	5,105,159	2,797,348	13,867,736	5,912,416	1,182,483	31,708,104	2027-28
2028-29	2,881,100	5,175,093	2,797,348	14,006,413	5,980,273	1,196,055	32,036,281	2028-29
2029-30	2,920,195	5,245,027	2,797,348	14,146,478	6,049,048	1,209,810	32,367,904	2029-30
2030-31	2,960,270	5,314,960	2,797,348	14,287,942	6,118,756	1,223,751	32,703,028	2030-31
2031-32	3,001,351	5,384,894	2,797,348	14,430,822	6,189,414	1,237,883	33,041,711	2031-32
2032-33	3,043,463	5,454,828	2,797,348	14,575,130	6,261,037	1,252,207	33,384,012	2032-33
Total	\$64,938,220	\$133,223,678	\$47,554,909	\$361,818,483	\$155,939,786	\$31,187,957	\$794,663,034	Totals

EXHIBIT "B" TO ARENA MANAGEMENT, USE AND LEASE AGREEMENT

Game Payment

(See Section 1.1)

<u>Hockey</u> <u>Season</u>	Per Game Operating Expense <u>Reimbursement</u>
2001-2002	\$ 25,000
2002-2003	\$ 25,750
2003-2004	\$ 26,523
2004-2005	\$ 27,318
2005-2006	\$ 28,138
2006-2007	\$ 28,982
2007-2008	\$ 29,851
2008-2009	\$ 30,747
2009-2010	\$ 31,669
2010-2011	\$ 32,619
2011-2012	\$ 33,598
2012-2013	\$ 34,606
2013-2014	\$ 35,644
2014-2015	\$ 36,713
2015-2016	\$ 37,815
2016-2017	\$ 38,949
2017-2018	\$ 40,118
2018-2019	\$ 41,321
2019-2020	\$ 42,561
2020-2021	\$ 43,838
2021-2022	\$ 45,153
2022-2023	\$ 46,507
2023-2024	\$ 47,903
2024-2025	\$ 49,340
2025-2026	\$ 50,820
2026-2027	\$ 52,344
2027-2028	\$ 53,915
2028-2029	\$ 55,532
2029-2030	\$ 57,198
2030-2031	\$ 58,914
2031-2032	\$ 60,682
2032-2033	\$ 62,502
2033-2034	\$ 64,377
2034-2035	\$ 66,308
2035-2036	\$ 68,298
2036-2037	\$ 70,347
2037-2038	\$ 72,457
2038-2039	\$ 74,631
2039-2040	\$ 76,870

2040-2041	\$ 79,176
2041-2042	\$ 81,551
2042-2043	\$ 83,997
2043-2044	\$ 86,517
2044-2045	\$ 89,113
2045-2046	\$ 91,786

EXHIBIT "C" TO ARENA MANAGEMENT, USE AND LEASE AGREEMENT

Scheduling Procedures

(See Section 1.1)

To be attached as and when provided in Section 1.1.

EXHIBIT "D" TO ARENA MANAGEMENT, USE AND LEASE AGREEMENT

Insurance Required of Arena Manager

(See Section 10.1)

Definitions. Capitalized terms that are used but not otherwise defined in this Exhibit "D" (this "Exhibit") shall have the meanings set forth in Section 1.1 of the Arena Management, Use and Lease Agreement (the "Arena Management Agreement") to which this Exhibit is attached.

1. The Arena Manager shall maintain the following insurance coverages during the Agreement Term, or for such additional time as required in any section below:
 - Statutory Workers' Compensation
 - Commercial General Liability (including Liquor Liability)
 - Commercial Automobile Liability
 - Excess Liability
 - All Risk Property and Boiler & Machinery.

The above coverages shall comply with the following:

- a. Statutory Workers' Compensation: The Arena Manager shall maintain statutory workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over all employees of the Arena Manager engaged in the performance of work relating to management of the Arena.
- b. Commercial General Liability: The Arena Manager shall maintain commercial general liability insurance covering all operations by or on behalf of the Arena Manager on an occurrence basis insuring against bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. Further, the policy shall include coverage for liquor liability and the hazards commonly referred to as XCU (explosion, collapse, and underground). The policy shall contain severability of interest provisions and shall be at least as broad as Insurance Service Office (ISO) form 1986. The limits of commercial general liability insurance required of the Arena Manager shall be no less than the following:

\$1,000,000 bodily injury and property damage each occurrence
\$2,000,000 general aggregate (annual)
\$2,000,000 products / completed operations aggregate, and
\$1,000,000 personal and advertising injury.

In the event the commercial general liability insurance policy is written on a "claims-made" basis, the retroactive date shall be no later than the Agreement Effective Date. Coverage shall extend for at least five (5) years after termination of the Arena Management Agreement and shall be evidenced by annual certificates of insurance.

- c. Commercial Automobile Liability: The Arena Manager shall maintain commercial automobile liability insurance with respect to all vehicles used in the performance of work at the Arena and away from the Arena, whether owned, non-owned, borrowed, leased or hired, with limits no less than the following:

\$1,000,000 combined single limit for bodily injury and property damage.

If hazardous materials or waste are to be transported, the commercial automobile liability insurance shall be endorsed with the MCS-90 endorsement in accordance with Applicable Law.

- d. Excess Liability: The Arena Manager shall maintain excess liability insurance on an occurrence basis, insuring against bodily injury, personal injury, and property damage, and all other coverages as specified in Sections 1.b (commercial general liability) and 1.c (automobile liability) of this Exhibit over and above the limits required for each such coverage. The limits of excess liability insurance shall be no less than the following:

\$25,000,000 each occurrence

\$25,000,000 annual aggregate

\$25,000,000 products / completed operations (annual).

Total per occurrence limits of \$25,000,000 may be satisfied in any combination of primary and excess policies of insurance. Any applicable retention shall be the sole responsibility of the Arena Manager.

- e. All Risk Property: The Arena Manager shall maintain all risk property and boiler & machinery insurance to insure against physical loss or damage to the Arena (including any personal property owned by the City and used in connection with the Arena) and all personal property of the Arena Manager while at the Arena. Such coverage shall be written on a replacement cost basis, include flood and earthquake coverage, and shall not be subject to co-insurance.
2. The Arena Manager shall cause all tenants and concessionaires, other than the Team, to acquire and maintain, during the full term of each such tenant's or concessionaire's contractual relationship, all insurance coverages required of the Team as set forth in Exhibit "F" to the Arena Management Agreement. Certificates of insurance evidencing the required coverages, conditions and limits are in full force and effect shall be provided by each such tenant or concessionaire to the Arena Manager.

EXHIBIT "E" TO ARENA MANAGEMENT, USE AND LEASE AGREEMENT

Insurance Required of City

(See Section 10.2)

Definitions. Capitalized terms that are used but not otherwise defined in this Exhibit "E" (this "Exhibit") shall have the meanings set forth in Section 1.1 of the Arena Management, Use and Lease Agreement (the "Arena Management Agreement") to which this Exhibit is attached.

1. The City shall maintain the following insurance coverages during the Agreement Term, or for such additional time as required in any section below.

- Statutory Workers' Compensation
- Commercial General Liability (including Liquor Liability)
- Commercial Automobile Liability
- Excess Liability

The above coverages shall comply with the following:

- a. Statutory Workers' Compensation: The City shall maintain statutory workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over all employees of the City engaged in the performance of work relating to the Arena.
- b. Commercial General Liability: The City shall maintain commercial general liability insurance covering all operations by or on behalf of the City on an occurrence basis insuring against bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. Further, the policy shall include coverage for liquor liability and the hazards commonly referred to as XCU (explosion, collapse, and underground). The policy shall contain severability of interest provisions and shall be at least as broad as Insurance Service Office (ISO) form 1986. The limits of liability insurance required of the City shall be no less than the following:

\$1,000,000 bodily injury and property damage each occurrence
\$2,000,000 general aggregate (annual)
\$2,000,000 products / completed operations aggregate, and
\$1,000,000 personal and advertising injury.

In the event the commercial general liability insurance policy is written on a "claims-made" basis, the retroactive date shall be no later than the Agreement Effective Date. Coverage shall extend for at least five (5) years after termination of the Arena Management Agreement and shall be evidenced by annual certificates of insurance.

- c. Commercial Automobile Liability: The City shall maintain commercial automobile liability insurance with respect to all vehicles used in the performance of work at the Arena and away from the Arena, whether owned, non-owned, borrowed, leased or hired, with limits no less than the following:

\$1,000,000 combined single limit for bodily injury and property damage.

If hazardous materials or waste are to be transported, the commercial automobile liability insurance shall be endorsed with the MCS-90 endorsement in accordance with Applicable Law.

- d. Self Insurance: The City may satisfy its requirements under Sections 1.a, 1.b and 1.c above through its established program of self insurance, as authorized by its City Council. The City shall provide all other parties with a certificate of self insurance for the required amounts.

EXHIBIT "F" TO ARENA MANAGEMENT, USE AND LEASE AGREEMENT

Insurance Required of Team

(See Section 10.3)

Definitions. Capitalized terms that are used but not otherwise defined in this Exhibit "F" (this "Exhibit") shall have the meanings set forth in Section 1.1 of the Arena Management, Use and Lease Agreement (the "Arena Management Agreement") to which this Exhibit is attached.

1. The Team shall maintain the following insurance coverages during the Agreement Term, or for such additional time as required in any section below.

- Statutory Workers' Compensation
- Commercial General Liability (including Liquor Liability)
- Commercial Automobile Liability
- Excess Liability
- All Risk Property.

The above coverages shall comply with the following:

- a. Statutory Workers' Compensation: The Team shall maintain statutory workers' compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over all employees of the Team engaged in the performance of work relating to the Team.
- b. Commercial General Liability: The Team shall maintain commercial general liability insurance covering all operations by or on behalf of the Team on an occurrence basis insuring against bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. Further, the policy shall include coverage for liquor liability and the hazards commonly referred to as XCU (explosion, collapse, and underground). The policy shall contain severability of interest provisions and shall be at least as broad as Insurance Service Office (ISO) form 1986. The limits of commercial general liability insurance required of the Team shall be no less than the following:

\$1,000,000 bodily injury and property damage each occurrence
\$2,000,000 general aggregate (annual)
\$2,000,000 products / completed operations aggregate, and
\$1,000,000 personal and advertising injury.

In the event the commercial general liability insurance policy is written on a "claims-made" basis, the retroactive date shall be no later than the Agreement Effective Date. Coverage shall extend for at least five (5) years after termination of the Arena Management Agreement and shall be evidenced by annual certificates of insurance.

- c. Commercial Automobile Liability: The Team shall maintain commercial automobile liability insurance with respect to all vehicles used in the performance of work at the Arena and away from the Arena, whether owned, non-owned, borrowed, leased or hired, with limits no less than the following:

\$1,000,000 combined single limit for bodily injury and property damage.

If hazardous materials or waste are to be transported, the commercial automobile liability insurance shall be endorsed with the MCS-90 endorsement in accordance with Applicable Law.

- d. Excess Liability: The Team shall maintain excess liability insurance on an occurrence basis, insuring against bodily injury, personal injury, and property damage, and all other coverages as specified in Sections 1.b (commercial general liability) and 1.c (automobile liability) of this Exhibit over and above the limits required for each such coverage. The limits of excess liability insurance shall be no less than the following:

\$10,000,000 each occurrence

\$10,000,000 annual aggregate

\$10,000,000 products / completed operations (annual).

Total per occurrence limits of \$10,000,000 may be satisfied in any combination of primary and excess policies of insurance. Any applicable retention shall be the sole responsibility of the Team.

- e. All Risk Property: The Team shall maintain all risk property insurance to insure against physical loss or damage to all personal property of the Team while at the Arena. Such coverage will be written on a replacement cost basis, include flood and earthquake coverage and shall not be subject to co-insurance.

EXHIBIT "G" TO ARENA MANAGEMENT, USE AND LEASE AGREEMENT

Initial Arbitrator List

(See Article 16)

1. Brad Mayne
American Airlines Center
Dallas, Texas
2. Rich Krezwick
Fleet Center
Boston, Massachusetts
3. Bob Williams
Phillips Arena
Atlanta, Georgia
4. Steve Zito
SBC Center
San Antonio, Texas
5. Lee Ziedman
Staples Center
Los Angeles, California

EXHIBIT "H" TO ARENA MANAGEMENT, USE AND LEASE AGREEMENT

Memorandum of Agreement

(See Section 19.23)

When Recorded, Return To:
Coyotes Hockey, LLC
4040 East Camelback Road, Suite 250
Phoenix, Arizona 85018
Attention: Robert P. Kaufman

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (this "**Memorandum**") is made as of _____, 200_, by and among the City of Glendale, an Arizona municipal corporation (the "**City**"); Arena Management Group, LLC, a Delaware limited liability company (the "**Arena Manager**"); Coyotes Hockey, LLC, a Delaware limited liability company (the "**Team**"); Glendale-101 Development, LLC, a Delaware limited liability company (the "**Retail/Residential Developer**"); and Coyote Center Development, LLC, a Delaware limited liability company (the "**Entertainment Developer**").

Notice is hereby given that the City, the Arena Manager, the Team, the Retail/Residential Developer and the Entertainment Developer have entered into that certain Arena Management, Use and Lease Agreement dated as of November 29, 2001 (the "**Arena Management Agreement**") with respect to that certain real property more particularly described on Schedule "1" attached hereto. Capitalized terms that are used but not otherwise defined in this Memorandum shall have the meanings set forth in Section 1.1 of the Arena Management Agreement.

The Arena Management Agreement has an Agreement Term of approximately thirty (30) years, and grants to the Team the right to extend the Agreement Term for one (1) period of two (2) years and for two (2) additional periods of five (5) years each.

The purpose of this Memorandum is to give record notice of the Arena Management Agreement to third parties. The Arena Management Agreement contains and sets forth other important terms and provisions which are incorporated herein by reference, including, without limitation, provisions pertaining to the leasehold interest of the Team in certain portions of such real property. This Memorandum shall not limit, expand, supplement or modify the Arena Management Agreement, and in the event of any conflict between the terms of this Memorandum and the Arena Management Agreement, the Arena Management Agreement shall, in all instances, control.

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

ARENA MANAGER:

ARENA MANAGEMENT GROUP, LLC,
a Delaware limited liability company

By: Arena Management Services, Inc.,
an Arizona corporation,
its manager

By: _____
Name: _____
Its: _____

TEAM:

COYOTES HOCKEY, LLC,
a Delaware limited liability company

By: Arizona Hockey Management, Inc.,
an Arizona corporation,
its manager

By: _____
Name: _____
Its: _____

RETAIL/RESIDENTIAL DEVELOPER:

GLENDALE-101 DEVELOPMENT, LLC,
a Delaware limited liability company

By: E224 Holdings, Inc.,
an Arizona corporation,
its manager

By: _____
Name: _____
Its: _____

ENTERTAINMENT DEVELOPER:

COYOTE CENTER DEVELOPMENT, LLC,
a Delaware limited liability company

By: Center Ice Development, Inc.,
an Arizona corporation,
its manager

By: _____
Name: _____
Its: _____

CITY:

CITY OF GLENDALE,
an Arizona municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____, the _____ of Arena Management Services, Inc., an Arizona corporation, the manager of Arena Management Group, LLC, a Delaware limited liability company, on behalf of the limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____, the _____ of Arizona Hockey Management, Inc., an Arizona corporation, the manager of Coyotes Hockey, LLC, a Delaware limited liability company, on behalf of the limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____, the _____ of E224 Holdings, Inc., an Arizona corporation, the manager of Glendale-101 Development, LLC, a Delaware limited liability company, on behalf of the limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____, the _____ of Center Ice Development, Inc., an Arizona corporation, the manager of Coyote Center Development, LLC, a Delaware limited liability company, on behalf of the limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 200_, by _____, the _____ of the City of Glendale, an Arizona municipal corporation, on behalf of the City.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My commission expires:

EXHIBIT "I" TO ARENA MANAGEMENT, USE AND LEASE AGREEMENT

Renewal and Replacement Schedule

(See Section 1.1)

To be attached as and when provided in Section 1.1.

EXHIBIT "J" TO ARENA MANAGEMENT, USE AND LEASE AGREEMENT

Safety and Security Agreement

(See Section 1.1)

SAFETY AND SECURITY AGREEMENT

This Safety and Security Agreement (this "Agreement") is dated as of November 29, 2001 (the "Agreement Effective Date"), by and among the City of Glendale, an Arizona municipal corporation (the "City"); Arena Management Group, LLC, a Delaware limited liability company (the "Arena Manager"); and Coyotes Hockey, LLC, a Delaware limited liability company (the "Team"). Capitalized terms that are used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Arena Management Agreement (defined below).

RECITALS

A. The City, the Arena Manager and the Team are parties to that certain Arena Management, Use and Lease Agreement dated as of the Agreement Effective Date (the "Arena Management Agreement"), which provides for the management and use of the Arena.

B. The City, the Arena Manager, and the Team 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, Police Assistants and Paramedics (each as hereinafter defined and, collectively, the "City Safety Personnel").

C. During Events, the City is willing to provide the services of City Safety Personnel on the terms and conditions set forth herein in order to enhance the City's ability to coordinate the supervision of all City Safety Personnel assigned in and around the Arena and to respond to incidents requiring the response of City Safety Personnel.

AGREEMENT

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

1. Term and Termination

This Agreement shall commence on the Operations Start Date and shall continue through the Agreement Term. Each party may terminate this Agreement at its convenience, without cause, upon thirty (30) days prior written notice to the other parties hereto. In the event this Agreement is terminated by any party hereto at its convenience, the Arena Manager will be entitled to receive from the City a pro rata refund of the Annual Fee (for the Fiscal Year during which such termination occurs) paid by the Arena Manager pursuant to Section 6.1 of this Agreement, based on the number of days then remaining in such Fiscal Year.

2. Scope of Services-Traffic Control

2.1. The City, through its Police Department, will assign an on-duty Sergeant to supervise and coordinate traffic control services for each Event. The City, through its Police Department and Street Transportation Department, also will assign on-duty police officers ("Police Officers") and on-duty civilian police assistants ("Police Assistants") to provide traffic control at Events. The number of Police Officers and Police Assistants assigned to an Event and the intersections at which the Police Officers and Police Assistants will be posted will be as prescribed by the Street Transportation Department's traffic and barricade plan for the Arena (the "Traffic Control Plan"). The Police Officers and Police Assistants working the traffic control detail at an Event will be responsible for erecting barricades as designated on the Traffic Control Plan. The Police Assistants will work traffic control under the direction of the Police Officers assigned to such work.

2.2 The Team (with respect to Hockey Events) and the Arena Manager may request permanent amendments to the Traffic Control Plan by submitting a written proposal to the City of Glendale Police Chief and Street Transportation Department Director, who may approve or deny the proposal in their sole discretion. Any temporary changes to the Traffic Control Plan, based on unique events or circumstances, must be jointly approved by an authorized representative of the City's Police Department (the "Police Representative"), the Team (with respect to a Hockey Event) and the Arena Manager. Notwithstanding the foregoing, the on-duty Sergeant assigned to traffic control under the Traffic Control Plan may make immediate changes in the Traffic Control Plan at the time of an event if, in his or her discretion, traffic conditions or other tactical needs warrant such changes.

3. Scope of Services-Internal and External Security at Arena

The number of Police Officers assigned to provide security, including but not limited to liquor control, in the Arena Facility and in the areas immediately surrounding the Arena Facility during Events will be jointly determined on an Event-by-Event basis by the Police Representative, the Arena Manager and the Team (with respect to Hockey Events). Nothing herein shall preclude the Arena Manager from employing or engaging personnel ("Private Security Personnel") to provide services at the Arena in cooperation with the City Safety Personnel.

4. Scope of Services-Medical Attention

The City, through its Fire Department, will assign on-duty emergency services personnel ("Paramedics") to provide emergency medical services to persons in the Arena Facility and in the areas immediately surrounding the Arena Facility during Events. The number of Paramedics assigned will be jointly determined on an Event-by-Event basis by an authorized representative of the City's Fire Department, the Arena Manager and the Team (with respect to Hockey Events).

5. Assignment of City Safety Personnel

The City will select the City Safety Personnel assigned to perform services for Events pursuant to this Agreement. The Arena Manager and the Team, however, will each have

the right, which shall be exercised reasonably and in compliance with Section 19.9 of the Arena Management Agreement, to require the City to remove and replace City Safety Personnel. Except as provided in Section 7.1(b) of this Agreement, the City, at its expense, will provide the City Safety Personnel with vehicles, radios and other equipment necessary for their duties.

6. Payment

6.1 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, an annual fee (the "Annual Fee") (i) in the amount of Sixty Thousand Dollars (\$60,000) for the Fiscal Year during which the Operations Start Date occurs and Sixty Thousand Dollars (\$60,000) for the first full Fiscal Year after the Fiscal Year during which the Operations Start Date occurs, and (ii) for each Fiscal Year thereafter, in an amount determined by multiplying the amount of the Annual Fee for the immediately preceding Fiscal Year by 1.03. The Annual Fee for the Fiscal Year during which the Operations Start Date occurs shall be prorated based on the number of days then remaining in such Fiscal Year on and after the Operations Start Date. The Annual Fee shall be paid by the Arena Manager as an Operating Expense under the Arena Management Agreement.

6.2 As additional consideration for such services, the Arena Manager will pay the City the base hourly rates (i.e., regular hourly rates, not overtime rates), plus the City's share of any employment, FICA, or similar taxes related thereto, (collectively, the "Hourly Fee", and together with the Annual Fee, the "Safety Fee") of the City Safety Personnel for all work performed by City Safety Personnel for Events (in excess of work normally performed by City Safety Personnel when Events are not being conducted) pursuant to this Agreement, which shall not include time for travel to and from the Arena. The City will charge the Arena Manager, and the Arena Manager will pay, the Hourly Fee for a minimum of three (3) hours for each such City Safety Personnel working at each Event. Except as otherwise provided herein, the City will invoice the Arena Manager monthly for all amounts owing from the previous month, showing the actual hours worked by City Safety Personnel at each Event held during the previous month. At the request of the Arena Manager, however, the City will 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 Licensees or other users of the Arena. The Arena Manager will make payment to the City within thirty (30) days of the receipt of an invoice. The Hourly Fee shall be paid by the Arena Manager as an Operating Expense under the Arena Management Agreement.

7. Responsibilities of the Arena Manager

7.1 The Arena Manager will provide:

(a) A schedule of Events to the Police Representative promptly upon the preparation thereof and will promptly notify the Police Representative in writing of any changes thereto.

(b) A barricade truck and trailer and the barricades necessary to implement the Traffic Control Plan in the immediate vicinity of the Arena.

7.2 The Arena Manager will be solely responsible for obtaining any reimbursement from a Licensee or other user of the Arena for any of such Licensee's or other user's agreed share of the Safety Fee, which shall in no way affect the obligations of the Arena Manager to pay the Safety Fee to the City pursuant to the terms and conditions set forth herein.

8. Employment and Organizational Disclaimer

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.

No City Safety Personnel or other person supplied by the City pursuant to this Agreement shall be deemed an employee of the Arena Manager or the Team, and the Arena Manager and the Team shall have no obligations with respect to the City's civil service, retirement or personnel rules applicable to such City Safety Personnel. Except with respect to the Arena Manager's obligation to pay the Hourly Fee to the City to reimburse the City for certain of its costs, 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 City Safety Personnel, and the City shall save and hold the Arena Manager and the Team harmless with respect thereto.

No Private Security Personnel or other person employed or engaged by the Arena Manager shall be deemed an employee of the City or the Team, and the City and the Team shall have no obligations with respect to the Arena Manager's personnel rules applicable to Private Security Personnel. 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 appurtenant thereto with respect to the Private Security Personnel, and the Arena Manager shall save and hold the City and the Team harmless with respect thereto; provided, however, that this paragraph is not intended to create or recognize any liability of the Arena Manager to any employee or independent contractor of any third party.

9. Indemnification

Each party to this Agreement, as an indemnitor, shall have and hold harmless each of the other parties to this Agreement, as an indemnitee, and its officials, officers, agents, servants, and employees, 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 party 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 the result of any error or omission or negligent act of the indemnitor party, its officials, officers, agents, servants, employees, or any representatives for which the indemnitor party is legally liable (provided that the City (and not the Team or the Arena Manager) shall be legally liable for the City Safety Personnel and the Arena Manager (and not the Team or the City) shall be legally liable for the Private Security Personnel), arising out of or incidental to the performance of this

Agreement (including the performance of any City Safety Personnel or Private Security Personnel duties in connection herewith) except for occurrences for which the indemnitee has sole responsibility.

10. **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 section 38-511, Arizona Revised Statutes.

11. **Notices**

Except as otherwise expressly provided in this Agreement, 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 telecopy or 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: Steven Ellman
Arena Management Group, LLC
4040 East Camelback Road, Suite 250
Phoenix, Arizona 85018
Facsimile No. (602) 840-8101

with copy to: Robert P. Kaufman
General Counsel
Arena Management Group, LLC
4040 East Camelback Road, Suite 250
Phoenix, Arizona 85018
Facsimile No. (602) 840-8101

To the City: City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Facsimile No. (623) 847-1399

with copy to: City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Facsimile No. (623) 915-2391

To the Team: Steven Ellman
Coyotes Hockey, LLC
4040 East Camelback Road, Suite 250
Phoenix, Arizona 85018
Facsimile No. (602) 840-8101

with copy to: Robert P. Kaufman
General Counsel
Coyotes Hockey, LLC
4040 East Camelback Road, Suite 250
Phoenix, Arizona 85018
Facsimile No. (602) 840-8101

Any party hereto may from time to time, by notice given to the other parties pursuant to the terms of this Section 11, 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.

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.

12. **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.

13. **Entire Agreement**

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. This Agreement replaces any and all previous representations,

understandings, and agreements, written or oral, relating to its subject matter. This Agreement and its terms may not be modified, changed or waived except in writing signed by both parties.

14. **Breach and Default**

If any party to this Agreement materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach from any other party to this Agreement, the breaching party shall be in default; provided that if such matter cannot reasonably be cured within such thirty (30) day period, the breaching party shall not be in default if, within ten (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 one hundred twenty (120) days after receiving the original written notice of breach. 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.

[Signatures on Following Page]

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

ARENA MANAGER:

ARENA MANAGEMENT GROUP, LLC.
a Delaware limited liability company

By: Arena Management Services, Inc.,
an Arizona corporation,
its manager

By: _____
Name: _____
Its: _____

TEAM:

COYOTES HOCKEY, LLC.
a Delaware limited liability company

By: Arizona Hockey Management, Inc.,
an Arizona corporation,
its manager

By: _____
Name: _____
Its: _____

CITY:

CITY OF GLENDALE,
an Arizona municipal corporation

By: _____
Name: _____
Its: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney