

When recorded return to:

Fennemore Craig, P.C.
3003 North Central Avenue
Suite 2600
Phoenix, Arizona 85012-2913
Attention: Sarah A. Strunk, Esq.

City of Glendale C-4595

DEVELOPMENT AND DISPOSITION

And

INTERGOVERNMENTAL AGREEMENT

By and Between

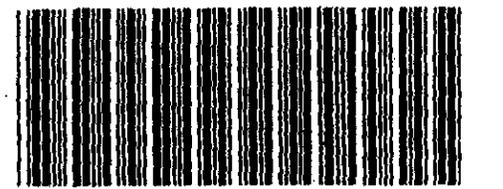
TOURISM AND SPORTS AUTHORITY,

and the

CITY OF GLENDALE, ARIZONA

September 3, 2002

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Fennemore Craig, P.C.
3003 North Central Avenue
Suite 2600
Phoenix, Arizona 85012-2913
Attention: Sarah A. Strunk, Esq.



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City of Glendale C-4595

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DEVELOPMENT AND DISPOSITION

And

INTERGOVERNMENTAL AGREEMENT

By and Between

TOURISM AND SPORTS AUTHORITY,

and the

CITY OF GLENDALE, ARIZONA

September 3, 2002

**DEVELOPMENT AND DISPOSITION
and
INTERGOVERNMENTAL AGREEMENT**

(Tourism and Sports Authority)

THIS DEVELOPMENT AND DISPOSITION AND INTERGOVERNMENTAL AGREEMENT ("Agreement") is made to be effective as of the 3rd day of September, 2002 (the "Effective Date"), by and between the CITY OF GLENDALE, ARIZONA, an Arizona municipal corporation (hereinafter called the "City" or a "Party"), and the TOURISM AND SPORTS AUTHORITY, existing pursuant to the provisions of A.R.S. §§ 5-801 et seq., as the same may be modified or amended (collectively, the "Act"), as a corporate and political body of the State of Arizona (hereinafter called the "Authority" or a "Party"). The City and the Authority are sometimes hereinafter collectively called the "Parties".

RECITALS

A. The City is authorized to enter this Agreement pursuant to A.R.S. § 9-500.05 and this Agreement is a development agreement within the meaning of such statute. This Agreement is an intergovernmental agreement pursuant to A.R.S. § 11-952 which permits governmental bodies to agree to allocate duties and benefits between each other by agreement, to the extent the terms hereof deal with governmental functions.

B. Among other purposes, the Authority was established by the Act to develop, own, manage and operate a multi-purpose facility in Maricopa County, Arizona (the "Facility") for the use of a professional football franchise, a major college bowl sponsor and as the venue for other sporting and non-sporting events (such as NCAA Final Four tournaments, conventions, trade shows, concerts and similar attractions). The real property upon which the Facility is to be

located is on the east side of the Loop 101 and between Maryland and Bethany Home Roads, as more particularly described on **Exhibit "A"** attached hereto (the "Facility Property").

C. The Authority and the Cardinals entered into that certain Cardinals Use Agreement, dated November 14, 2001, as amended by an Amendment dated January 16, 2002, as may be amended and restated from time to time, (collectively, the "Cardinals Use Agreement"), in which the Cardinals has, among other things, agreed to: (i) pay Eighty-Five Million Dollars (\$85,000,000) to be used for the design and construction of the Facility; and (ii) play its home preseason games, regular season games and home playoff games at the Facility for an initial term of thirty (30) years from and after the Commencement Date (as defined in the Cardinals Use Agreement) for the Facility. A true and complete copy of the Cardinals Use Agreement has been furnished by the Authority to the City.

D. The Parties desire, pursuant to the terms and provisions of this Agreement, to provide for the development of the Facility Property and the development, operation and maintenance of the Facility thereon and to set forth responsibilities for infrastructure, parking, access and improvements related to the Facility on the Facility Property and in the vicinity of the Facility Property.

E. The Authority is to cause the development of the Facility, including the immediately surrounding pedestrian plaza (the "Pedestrian Plaza") and a natural grass roll-out field (the "Roll-Out Field"). The Roll-Out Field will be designed so that it may be removed from the Facility building to an area outside the Facility building when not in use for Facility events (the "Roll-Out Field Area"). The Pedestrian Plaza and the Roll-Out Field Area are located within the Facility Property. The City acknowledges that: (i) the final design of the Facility, the Pedestrian Plaza, the Roll-Out Field and the Roll-Out Field Area has not been completed as of

the date of this Agreement; and (ii) the Authority and the Cardinals may agree to change or eliminate any of the design features of the Facility without the consent of the City, with the exception of the Pedestrian Plaza.

F. The City shall cause the acquisition of the property, the installation and construction of certain infrastructure and the construction and development of certain parking for the Facility pursuant to the provisions of this Agreement.

G. The Authority acknowledges that the City may assign or delegate all or portions of its duties and responsibilities under this Agreement (including to a community facilities district or a municipal property corporation) but no such delegation or assignment shall relieve the City of its liability under this Agreement.

H. The City and the Cardinals have entered into that certain Development Agreement of even date herewith, as such agreement may be amended and replaced from time to time, wherein the Cardinals shall perform certain obligations of the City hereunder and under which the Authority is a third party beneficiary (the "Cardinals Development Agreement").

NOW, THEREFORE, in consideration of the premises, the mutual obligations of the Parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties acknowledge and agree as set forth in this Agreement:

ARTICLE I

DEFINITIONS

The following terms shall have the meanings set forth below whenever used in this Agreement, except where the context clearly indicates otherwise:

"Act" means A.R.S. §§ 5-801 et seq., as amended.

"Adjacent Parking Spaces" means the fourteen thousand (14,000) surface parking spaces as shown on the Site Plan, as being located adjacent to the Facility Property. Adjacent Parking

Spaces also includes any parking spaces in parking structures (if any) constructed on the Parking Area Land, but only that number of such spaces required to maintain 14,000 spaces..

"Agreement" means this Development and Disposition and Intergovernmental Agreement.

"A.R.S." means the Arizona Revised Statutes.

"Authority" means the Tourism and Sports Authority, created pursuant to A.R.S. §§ 5-801 et seq., as amended.

"Authority's Approval Requests" has the meaning set forth in Section 4.4.

"Authority's Bonds" has the meaning set forth in Section 20.15.1.

"Authority's Development" has the meaning set forth in Section 5.1.

"Authority Exclusive Spaces" means the 200 parking spaces adjacent to the Facility, included within the Adjacent Parking Spaces under the exclusive possession and control of the Authority at all times (subject to any use of portions thereof by the Cardinals during Cardinal Home Games as may be specified in the Cardinals Use Agreement).

"Authority Representative" means the Executive Director of the Authority.

"Award" has the meaning set forth in Section 14.2.

"BCS" means Bowl Championship Series playoff games established to determine the NCAA national amateur collegiate football championship (Division 1) or any successor system for championship determination.

"Business Days" means calendar days other than Saturdays, Sundays or public holidays under the laws of the State of Arizona or observed by the City.

"Cardinals Home Games" means all pre-season games, regular season games and playoff games between the Cardinals and other NFL teams for which the Cardinals are the home team responsible for procuring the playing site.

"Cardinals" means B & B Holdings, Inc., an Arizona corporation, doing business as the Arizona Cardinals.

"Cardinals Development Agreement" has the meaning set forth in Recital H.

"Cardinals Use Agreement" has the meaning set forth in Recital C.

"City" means the City of Glendale, an Arizona municipal corporation or its designee or nominee in the form of a community facilities district or a municipal property corporation; or with respect to certain provisions hereof, the Cardinals; provided that no such designation or assignment shall result in any release of or limit in any way the liability of the City of Glendale from or of the obligations of the "City" under this Agreement.

"City Bonds" means the bonds or other debt instruments issued by the City or its designee for the payment of the City Development.

"City's Development" has the meaning set forth in Section 7.1.

"City Project Budget" has the meaning set forth in Section 7.1.9.

"City Representative" means the City Manager.

"City Utilities" or "City Utility" has the meanings set forth in Section 7.1.6.

"Claims" has the meaning set forth in Section 14.4.

"Commencement of Construction" means the date when mass excavation work has commenced on the Facility Property pursuant to an executed contract between the Authority and a contractor that calls for or includes such excavation.

"Completion of Construction" means the date when the temporary or permanent certificate of occupancy is issued for the Facility.

"Construction Contract" means the general construction contract between the Authority, the Cardinals and the General Contractor for the Authority's Development.

"Construction Staging Area" means the construction storage, staging and buffer area of approximately 17 acres located west of 95th Avenue in an area to be designated in the Construction Staging Area License Agreement.

"Construction Staging License" means the Construction Staging Area License Agreement referenced in Section 7.5.

"Coyotes" means the Coyotes Hockey, LLC, a Delaware limited liability company.

"Coyote Arena Spaces" has the meaning set forth in Section 8.4.

"Damages" has the meaning set forth in Section 14.4.

"Default" has the meaning set forth in Section 17.1.

"Default Rate" means an interest rate per annum equal to two percentage points over the prime rate then published in the *Wall Street Journal* or a reasonably equivalent rate if the *Wall Street Journal* is no longer published, but in no event an amount greater than permitted by law.

"Effective Date" means the date this Agreement is made effective.

"Event" means any event held at the Facility.

"Event Staging Area" means the area identified pursuant to the Event Staging License.

"Event Staging License" means the Event Staging Area License Agreement referenced in Section 4.5.

"FAA" means the Federal Aviation Administration.

"Facility" has the meaning set forth in Recital B and includes the Pedestrian Plaza and any improvements that may be constructed in connection therewith, including any Roll-Out Field.

"Facility Improvements" means the improvements consisting of the Facility structure itself, the Pedestrian Plaza, any Roll-Out Field and any other improvements related to any of the foregoing.

"Facility Property" has the meaning set forth in Recital B.

"Facility Property Deed" has the meaning set forth in Section 3.1.

"Facility User Fee" has the meaning set forth in Section 9.2.

"Fiesta Bowl" means the annual post-season college football game presently conducted by the Foundation or its successors as a Bowl Champion Series game, or as any successor or similar game.

"Fiesta Bowl Foundation" means the Arizona Sports Foundation which conducts an annual post-season college bowl game known as the Fiesta Bowl.

"Fiesta Bowl Use Agreement" means that certain Fiesta Bowl Use Agreement, dated February 12, 2002, by and between the Authority and the Foundation, pursuant to which the Foundation has, among other things, agreed to: (i) commencing with the first Fiesta Bowl post-season college bowl game conducted in the Facility, pay to the Authority an amount equal to Two and 50/100 Dollars (\$2.50) per Fiesta Bowl ticket sold, escalating by Twenty Cents (\$.20) every year thereafter; and (ii) play its Fiesta Bowl games at the Facility for no less than thirty (30) years from, on and after the "Commencement Date" (as defined in the Fiesta Bowl Use Agreement) for the Facility. A true and complete copy of the Fiesta Bowl Use Agreement has been furnished by the Authority to the City.

"Final Period" has the meaning set forth in Section 2.1.

"Force Majeure Event" means any one or more of the following which prohibits or materially interferes with, delays or alters the performance of the applicable duty under this Agreement and which is not reasonably within the control of the party claiming the right to alter, delay or postpone performance on account of such occurrence: strikes or lockouts; shortages of material (excluding those caused by lack of funds); acts of the public enemy; confiscation or seizure by any government or public authority; injunction, restraining order or other court order or decree, initiative or referendum action, wars or war-like action (whether actual and pending or expected, and whether de jure or de facto); blockades; insurrections; riots; civil disturbances; epidemics; landslides; lightning; earthquakes; fires; hurricanes; storms; floods; wash-outs; explosions; failure of essential and major equipment or machinery critical to the development or construction of the Facility; nuclear reaction or radiation; radioactive contamination; or any other similar cause (excluding those caused by lack of funds) which is not reasonably within the control of the party claiming the right to alter, delay or postpone performance on account of such occurrence.

"General Contractor" means any general contractor as may be selected by the Authority for the development and construction of the Facility.

"Governmental Authority" means the United States of America, the State of Arizona, the City of Glendale or other political subdivisions thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including without limitation, any governmental authority, agency, department, board, commission, or instrumentality of the United States, the State of Arizona, City of Glendale, or any political subdivisions thereof.

"Grantor" has the meaning set forth in Section 4.3.1.

"Grantor Assumption" has the meaning set forth in Section 2.1.

"Impositions" means all:

(a) Taxes, including without limitation:

(i) Property taxes;

(ii) Sales, transaction privilege, license, excise, or similar taxes, including those imposed upon the City or the Authority by reason of the privilege of the use or occupancy of the Facility; and

(iii) All new taxes imposed, levied or charged in lieu of or in addition to existing taxes by virtue of present or future law or Governmental Authority in connection with the ownership, use, occupancy or possession of the Facility;

(b) Assessments (including without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Term hereof); and

(c) Excises, levies, license fees, other authorization fees, and other charges and governmental impositions incurred in connection with the Authority's occupancy, use or possession of or activity conducted on or in connection with the Facility or any part thereof;

in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind and character (including all interest and penalties thereon) which at any time during or in respect of the Term hereof may be charged, assessed, levied, confirmed or imposed on or in respect of or be a lien upon: (i) the Facility or any part thereof or any payments paid pursuant to this Agreement or any part thereof; or (ii)

any occupancy, use or possession of or activity conducted on the Facility or any part thereof pursuant to this Agreement. Impositions shall not include any succession, transfer, gift, franchise, income, or excess profits tax levied or imposed upon a Party.

"Initial 30-Year Term" has the meaning set forth in Section 2.1.

"Lawsuit" means the lawsuit filed against the Authority and others as Cause No. CV2001-015659 in the Superior Court of Arizona in and for the County of Maricopa.

"Lawsuit Resolution" means the dismissal of the Lawsuit or other final decision in or disposition of the Lawsuit in a manner that does not impair, in any material way, the development of the Facility pursuant to this Agreement.

"Mega Event" means a Super Bowl game, a Fiesta Bowl game, any other college bowl game, an NCAA Final Four basketball tournament game, a World Cup soccer game and a national political party convention.

"Multipurpose Facility Area" means the area of land that includes the Facility Property, the Parking Area Land and the streets and roads adjoining the same.

"NFL" means the National Football League and any successor or substitute association or other entity of which the Cardinals is a member or joint owner and which engages in professional football competition in a manner comparable to the NFL.

"Non-Taxable Items" has the meaning set forth in Section 6.3.1.

"Notice" or "Notices" has the meaning set forth in Article 19.

"Off-site Improvement Fund" has the meaning set forth in Section 7.1.8.

"Off-site Parking Spaces" means a combination of at least 12,000 vehicular parking spaces located outside of the Multipurpose Facility Area as specified in Section 8.4.

"Operations Center" has the meaning set forth in Section 11.2.

"Operations Start Date" means the date which is the last to occur of the Commencement Date of (and as defined in) the Cardinals Use Agreement and the Fiesta Bowl Use Agreement.

"Outside Date" has the meaning set forth in Section 2.1.

"Parking Area Land" means the area so designated on the Site Plan on which the Adjacent Parking Spaces are to be constructed.

"Parking Covenants" has the meaning set forth in Section 8.6.

"Parking Facilities" means the parking improvements for the Adjacent Parking Spaces as more fully described in Section 8.1.

"Party" or "Parties" means the City and/or the Authority.

"Pedestrian Plaza" has the meaning set forth in Recital E.

"Pedestrian Plaza Payment" has the meaning set forth in Section 6.1.1.

"POST" means Arizona Police Officer's Standards and Training.

"Priority Parking Spaces" means that portion of the Parking Area Land depicted on the Site Plan designated for 2,000 priority parking spaces. The Authority Exclusive Spaces are in addition to and not a part of the Priority Parking Spaces.

"Project Schedule" has the meaning set forth in Section 4.1.

"Refundable Tax" has the meaning set forth in Section 6.3.1.

"Roadway Improvements" means the road, highway and traffic sign and signal improvements comprising part of the City's Development as described on Exhibit C of the Cardinals Development Agreement.

"Roll-Out Field" has the meaning set forth in Recital E.

"Roll-Out Field Area" has the meaning set forth in Recital E.

"Site Plan" means the site plan or plans attached as **Exhibit "B"** hereto.

"Sports Fields Agreement" has the meaning set forth in Section 5.4.

"Survey" has the meaning set forth in Section 10.2.

"Term" has the meaning set forth in Section 2.1.

"Third Parties" or "Third Party" means any person or entity not the Cardinals or the Parties to this Agreement.

"Ticket Surcharge" has the meaning set forth in Section 9.1.

"Transaction Documents" means, collectively, this Agreement, the Construction Staging Area License, the Event Staging License, and all other agreements of any nature with the City and the Authority as parties and concerning the Facility.

"User Activities" has the meaning set forth in Section 9.2.

ARTICLE II

TERM OF AGREEMENT

2.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date first above written and shall end sixty (60) years from the Operations Start Date, subject to sooner termination in accordance with Section 20.9 hereof and subject to the following: The Term shall expire upon the reversion of the Facility Property pursuant to the reversion provisions of the Facility Property Deed. In general, a reversion notice may be given (i) following expiration of the thirty (30) year period after the Operations Start Date (the "Initial 30-Year Term"), if the Cardinals Use Agreement is not in effect but the Fiesta Bowl Use Agreement remains in effect and the Authority does not hold Events which are attended by a minimum average amount of 150,000 patrons per year in addition to patrons attending the Fiesta Bowl, calculated based on the aggregate attendance at Events over a three (3) year period, with the reversion notice, in such case to be effective when given; or (ii) following expiration of the Initial 30-Year Term, if during such time as both the Cardinals Use Agreement and Fiesta Bowl

Use Agreement are no longer in effect (the "Final Period") and the Authority fails to hold Events which are attended by a minimum average amount of 500,000 patrons per year (which must include at least eight (8) Events with at least 35,000 patrons attending each such Event), calculated based on the aggregate attendance at Events over a three (3) year period, with the reversion notice in such case to be effective when given (or if in the first year of the Final Period the Authority fails to hold Events which are attended by a minimum of 500,000 patrons which must include at least eight (8) Events with at least 35,000 patrons attending each such Event, and the Authority is not able to reasonably demonstrate to the Grantor that such minimum average annual attendance of 500,000 patrons which must include at least eight (8) Events with at least 35,000 patrons attending each such Event, will be obtained over such three year period, then a reversion notice may be given effective as of the end of such first year of the Final Period). After a reversion notice, no Event may be booked to be held after the later of (a) the date of the latest Event previously booked to be held at the Facility (the "Outside Date"), or (b) two (2) years from the effective date of the reversion notice, and in either case the Grantor must be given reasonable prior notice of of such proposed booking. Upon the giving of a reversion notice, the reversion shall occur effective on the first to occur of (i) twenty-four (24) months after the effective date of the reversion notice, or (ii) one week after the occurrence of the last Event booked for the Facility (with bookings after the giving of a reversion notice being subject to the provisions of the preceding sentence). After giving a reversion notice, the Grantor may elect in writing to assume all obligations and liabilities under all future Events booked for the Facility by a written agreement to that effect provided to the Authority (a "Grantor Assumption"). In the event of a Grantor Assumption, the reversion shall occur thirty (30) calendar days after the Grantor Assumption.

2.2 Survival of Certain Provisions. Notwithstanding anything to the contrary in Section 2.1 hereof, all indemnification and hold harmless provisions herein with respect to events occurring or conditions existing as of or prior to the end of the Term or sooner termination of this Agreement, and any other provisions hereof which are expressly stated to survive the end of the Term or sooner termination of this Agreement, shall survive the end of the Term or sooner termination of this Agreement.

ARTICLE III

PROVISION OF LAND, PARKING AND INFRASTRUCTURE

3.1 Facility Property. The City, as the site host pursuant to the Act, shall acquire (or cause to be acquired) fee simple title to the Facility Property and cause the transfer of fee simple title to the Facility Property to the Authority pursuant to a Special Warranty Deed in the form of **Exhibit "C"** hereto (the "Facility Property Deed"). Such conveyance to the Authority shall occur (unless the City Representative and Authority Representative agree in writing as to a different date) prior to the date selected by the Authority for the mass excavation required in connection with the Authority's Development. If any matter affecting title to the Facility Property or Parking Area Land shall arise which interferes with the development and use of the Facility Property by the Authority as contemplated by this Agreement or with the development and use of the Parking Facilities pursuant to this Agreement, the City shall either (a) at the City's cost, acquire the interest so affecting title from the party holding the same by purchase or condemnation, or (b) to the extent not paid to the Authority under the title insurance provided to the Authority by the City, pay to the Authority the damages of the Authority resulting from such matter affecting title.

3.2 Parking Area Land. The City, as the site host pursuant to the Act, shall acquire (or cause the acquisition of) fee simple title to the Parking Area Land (unless the City

Representative and Authority Representative agree in writing as to a different date) simultaneous with the transfer of the Facility Property Deed to the Authority.

3.3 Infrastructure Improvements. The City, as the site host pursuant to the Act, shall cause the infrastructure improvements required by this Agreement to be constructed in accordance with the terms of this Agreement.

ARTICLE IV

DEVELOPMENT PLAN

4.1 Project Schedule. The City shall be required to accept a project schedule and any amendments thereto delivered to the City by the Authority for the City's Development (the "Project Schedule"), provided, however, that the Project Schedule must provide for reasonable time periods for the City to award contracts for and perform the work required thereunder. The City shall have not approval rights over the Project Schedule. If the Authority elects to make any changes to the Project Schedule related to items of the City's Development for which the City has already entered into contracts and the City incurs damages under such contracts as a result of the changes in the Project Schedule, the Authority shall indemnify, defend and hold the City harmless from and against all such damages arising out of the revisions to the Project Schedule. The City shall use its best efforts to ensure that the City's Development occurs in accordance with the Project Schedule.

4.2 Failure of Timely Performance. In the event either Party hereto fails to timely perform its obligations set forth in or contemplated by this Agreement (subject to any Force Majeure Events and except for matters covered by Section 4.3 below), such failure shall be considered to be a breach of this Agreement and the non-breaching Party shall have the rights and remedies set forth herein. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, as between the Authority and the Cardinals, any obligations of the

Authority or the Cardinals as to the construction, development, maintenance, repair, insurance or use of the Facility (including, without limitation, the provisions of Section 4.3 below) shall be governed by the Cardinals Use Agreement or other agreements between the Authority and the Cardinals and not this Agreement.

4.3 Failure to Timely Perform Facility Development.

4.3.1 In the event that the Commencement of Construction of the Facility does not occur on or before the date which is four (4) years after the Effective Date, as such date may be extended by Force Majeure Event and to the extent any such failure is not caused by any fault on the part of the City or persons acting on behalf of or through rights granted by or through the City, and should such failure not otherwise be excused by written agreement executed by the Parties, at the option of the grantor of the Facility Property Deed (the "Grantor"), the Grantor may require the Facility Property to revert to the Grantor pursuant to the terms of the Facility Property Deed.

4.3.2 In the event Completion of Construction of the Facility does not occur four (4) years after any Lawsuit Resolution, as such date may be extended by Force Majeure Events and to the extent any such failure is not caused by any fault on the part of the City or persons acting on behalf of or through rights granted by or through the City, and should such failure not otherwise be excused by written agreement executed by the Parties, such failure shall be considered a breach of this Agreement by the Authority, and the City shall have the rights and remedies set forth herein.

4.4 City Approvals – Authority's Development. Subject to Section 6.1.2, the City and the Authority hereby acknowledge and agree that the Authority's Development will require, to the extent applicable, the submittal of applications ("Authority's Approval Requests") by the

Authority for the City's review and approval under City building codes and life safety ordinance requirements (subject to the right to build pursuant to other nationally recognized codes approved by the City, with such approval not to be unreasonably withheld), but the City will impose no extraordinary plan or review requirements on the Authority or the General Contractor. The City will furnish the Authority's Representative with a schedule of all necessary action to obtain approvals and consents required by the City for the timely development and construction of the Authority's Development. The Authority shall submit for review and comment by the City (without approval rights as to design) plans and specifications showing the final design of the Facility.

4.5 Event Staging Area. The City shall be responsible for providing to the Authority the use of the land for the Event Staging Area pursuant to the Event Staging License Agreement attached as **Exhibit "D"** hereto (the "Event Staging License") executed by the City and the Authority contemporaneously with this Agreement.

4.6 Zoning. The Authority and City agree that, so long as the same are pursuant to the Authority's governmental purpose, the Facility and its development and use and the development and use of the Adjacent Parking Spaces as surface parking constitute a governmental use and therefore do not require any City zoning or land use approvals nor any City design review or site plan approvals. In addition, the parties agree that the City sign code and sign ordinances will not apply to the Facility but will apply to the Parking Area Land and Off-site Parking Spaces (but not including the Coyote Arena Spaces).

4.7 Construction Ready Condition. The City will cause the Facility Property to be provided to the Authority in a construction ready condition (meaning in a level, undisturbed condition, accessible from public streets, not requiring the removal of utilities or utility

easements and not requiring environmental or archeological remediation) by (unless the City Representative and Authority Representative agree in writing as to a different date) the date the Facility Property Deed is to be delivered to the Authority. The foregoing does not require the City to verify or remedy any soil compaction and weight bearing conditions.

4.8 Potential Realignment of 95th Avenue. If the Authority elects to place the Facility on the land currently owned by Larry Rovey Farms located within the City, the City agrees to cause the realignment of 95th Avenue as generally shown on the Site Plan and to obtain any consents of third parties required for such realignment.

ARTICLE V

AUTHORITY DEVELOPMENT; CONTROL AND OWNERSHIP; SPORTS FIELDS FUNDING

5.1 Authority's Development. The Authority shall cause to occur the development and construction of the Facility and any other development or construction obligations of the Authority described in this Agreement (except any parts thereof which are the obligation of the City under this Agreement) in good and workmanlike manner and in accordance with or as anticipated by the Cardinals Use Agreement and the Fiesta Bowl Use Agreement (collectively, the "Authority's Development").

5.2 Enforcement of Use Agreements. The Authority agrees that in no event will it agree to an amendment or termination altering the provisions of either the Cardinals Use Agreement or the Fiesta Bowl Use Agreement requiring their respective games to be played at the Facility for an initial term of at least thirty (30) years from the Operations Start Date, and the Authority will diligently enforce such provisions for the respective terms of the Cardinals Use Agreement and the Fiesta Bowl Use Agreement. In addition, as a condition to this Agreement, the Authority will cause the amendment of the Cardinals Use Agreement to name the City as a

third party beneficiary of (i) all the obligations of the Authority under the Cardinals Use Agreement, and (ii) the obligations of the Cardinals under the Cardinals Use Agreement (including rights of the City to enforce such obligations) to play Cardinals Home Games at the Facility. Notwithstanding the foregoing, the amended Cardinals Use Agreement shall provide that the City, notwithstanding its status as third party beneficiary as specified above, may not exercise any termination rights under the Cardinals Use Agreement.

5.3 Control and Ownership. The City acknowledges and agrees that the Facility Property and the Facility, including the Pedestrian Plaza, and the Roll-Out Field, and other Facility Improvements on the Facility Property, shall be owned and controlled by or at the direction of the Authority, as required by A.R.S. §5-807.A; provided that the Authority shall grant an easement to the public for use of the Pedestrian Plaza pursuant to and in accordance with A.R.S. §48-709.E with the same to be subject to restrictions, rules and regulations specified by the Authority and permitted by A.R.S. § 48-709.E.

5.4 Youth and Amateur Sports Fields Funding. In accordance with the Sports Fields Agreement contemporaneously herewith being entered into between the City and the Authority (the "Sports Fields Agreement"), the Authority shall pay to the City, pursuant to A.R.S. §5-809, from the Authority's youth and amateur sports account, One Million and No/100 Dollars (\$1,000,000) to construct youth and amateur sports playing fields and related improvements to be built within the Parking Area Land to be used as turf parking spaces specified in Article 8 below. Such amount shall be payable as follows: (i) \$250,000 within thirty (30) calendar days after the deeding of the Facility Property to the Authority, (ii) \$250,000 by June 30, 2003, (iii) \$250,000 June 30, 2004, and (iv) \$250,000 by June 30, 2005.

ARTICLE VI

CITY FUNDING AND OTHER OBLIGATIONS

6.1 Funds To Be Provided To Authority. The City will provide the following funds to the Authority and pay or be responsible for the following costs for the purposes described below:

6.1.1 Pedestrian Plaza Payment. The City shall pay to the Authority Ten Million Dollars (\$10,000,000) (the "Pedestrian Plaza Payment") toward the development of the Pedestrian Plaza. The Authority solely shall be obligated for all other costs associated with the development of the Pedestrian Plaza in excess of the Pedestrian Plaza Payment. The City shall pay the Pedestrian Plaza Payment to the Authority in two (2) installments. The first installment shall be ten percent (10%) of the Pedestrian Plaza Payment (i.e., \$1,000,000) which shall be paid by the City to the Authority upon the last to occur of (i) December 1, 2002, (ii) Commencement of Construction, or (iii) twenty (20) calendar days after any Lawsuit Resolution. The second installment shall be the balance of the Pedestrian Plaza Payment (i.e., \$9,000,000) and shall be paid no later than one month prior to the date specified in the Project Schedule for the commencement of construction of the Pedestrian Plaza.

6.1.2 Permit Related Costs. The City will not charge the Authority for any permit-related costs charged by the City for the Authority's Development in excess of \$1,154,500 plus \$41,285 for fire marshal inspection fees (after deducting therefrom any permit-related costs charged by Maricopa County for any development of the Facility within Maricopa County), and the City shall reimburse the Authority for any permit-related costs charged by Maricopa County for any development within Maricopa County in excess of \$1,195,785. Such permit-related costs shall include, by way of illustration, plan check fees, building permits, premiums for phased and expedited permits, any certificates of occupancy, as well as any other permit-related costs of the

City (or Maricopa County) attributable to or incurred in connection with the Authority's Development.

6.1.3 Development Fees. The Parties acknowledge that Glendale City Code Section 28-127 does not permit the City to impose any development fees on governmental entities. Accordingly, the City will not charge the Authority any development fees, impact fees or other similar fees with respect to the Authority's Development or the City's Development except an impact fee of \$2,012,000 that is directly related to water and sewer infrastructure development, payable upon the issuance by the City of the building permit for the main structure of the Facility (after deducting therefrom any development fees, impact fees or other similar fees charged by Maricopa County for any development of the Facility within the County), and the City shall reimburse the Authority for any development fees, impact fees or other similar fees charged by the County in excess of such \$2,012,000 for any development within the County. All impact fees collected by the City from the Authority shall be used by the City to pay for the City's Development.

6.2 Soft Costs. The City and Authority each shall be responsible for its own soft costs in accordance with the following:

6.2.1 City Soft Costs. The City shall be responsible, at no cost to the Authority, for its own soft costs associated with the Facility Property, and Facility Improvements and the infrastructure, street work, parking, utilities and any other related activities of the City associated with the City's Development (whether on or off-site), including by way of illustration but not limited to, administrative costs, legal expenses, accounting expenses and any finance and interests costs, except as otherwise specifically provided in this Agreement.

6.2.2 Authority Soft Costs. The Authority shall be responsible, at no cost to the City, for its own soft costs associated with the Facility Property and Facility Improvements and other related activities of the Authority associated with the Authority's Development, including by way of illustration but not limited to, administrative costs, legal expenses, accounting expenses and any finance and interests costs, except as otherwise specifically provided in this Agreement.

6.3 City Impositions.

6.3.1 Certain Non-Taxable Items. The City agrees that: (i) the receipt by the Authority or the General Contractor of the Cardinals' contribution of \$85,000,000 (or any additional amount contributed by the Cardinals) toward the design and construction of the Facility; (ii) the receipt by the Authority, the Cardinals, the Fiesta Bowl or any other party who receives a share of the gross revenues resulting from sales of concessions within the Facility by a concessionaire with a license to use the Facility; and (iii) the Ticket Surcharge and the Facility User Fee, are not subject to any City Impositions (each a "Non-Taxable Items"). The Parties acknowledge that the foregoing sentence does not preclude taxes on retail sales of hard and soft concessions. If the City imposes and collects any City Impositions on any Non-Taxable Items (the "Refundable Tax"), the City shall repay, within thirty (30) calendar days after the City's receipt of such funds, the Refundable Tax to party from whom it was collected. Also, during the Term of this Agreement, the City will rebate to the Authority the following (excluding the Ticket Surcharges specified in Section 9.1 below):

6.3.2 Rebate of Excess Transaction Privilege Taxes. The City will rebate to the Authority, monthly, an amount equal to any transaction privilege taxes now or hereafter imposed by the City on ticket sales and other transactions associated with activities or Events at

the Facility that are in excess of such taxes imposed under the then-prevailing City tax rate for the same or similar transactions throughout the City. In addition, the City will rebate to the Authority, monthly, an amount equal to any transaction privilege taxes now or hereafter imposed by the City (in excess of those rebated under the previous sentence) on ticket sales and other transactions associated with activities or Events at the Facility (other than sales of prepared food, sales in restaurants and sales of alcoholic beverages which are governed by the preceding sentence) that are in excess of those imposed taxes under the then-prevailing City tax rate under the City's retail sales classification.

6.3.3 Ad Valorem Property Taxes. The City will rebate to the Authority an amount equal to any ad valorem property taxes imposed by the City or under authority of the City (so long as the same are within the discretion of the City to impose) on the Facility Property (including the Facility, the Pedestrian Plaza and the Roll-Out Field Area) and improvements or property owned or leased by the Authority and situated on or at the Facility Property for Facility purposes, including such ad valorem property taxes as are applicable to the interest of any sponsor of an Event at the Facility in such land, improvements and property, to be paid on or before the month succeeding the month such amounts are received by or under the authority of the City.

6.4 Marketing Expenses. During the first thirty (30) years following the occurrence of the first Event at the Facility, the City shall provide the Authority with Three Hundred Thousand and No/100 Dollars (\$300,000) per year, payable on June 30 of each year for the prior fiscal year, subject to escalation at the rate of three percent (3%) per year for marketing of Events to be held at the Facility. The Authority agrees (i) to use such funds contributed by the City solely for its marketing efforts for the Facility and (ii) to include the City of Glendale in any

advertisement required pursuant to Section 12.4 of the Cardinals Use Agreement. The Authority shall consult with the City concerning any such advertisement and shall provide the City a copy of such advertisement for review and comments prior to publication, with the understanding that such advertisement is subject to approval by the Cardinals. The Authority recognizes that the City may obtain funds for its payments to the Authority through agreements with the Glendale Chamber of Commerce and/or other west valley convention and visitor's bureaus, economic development groups and/or other similar organizations. If the Authority fails to fully comply with Section 11.1 of this Agreement concerning the payment of day of Event costs, the City may (after first giving the Authority written notice of such failure and thirty (30) calendar days to cure such failure) pay such costs itself and offset any expenditure therefore (together with interest thereon at the Default Rate) against the next due payment of the amount specified in the first sentence of this Section 6.4.

ARTICLE VII

CITY DEVELOPMENT

7.1 City's Development. The parties acknowledge that the Authority has (in accordance with A.R.S. § 5-807.C) alternative systems and procedures for the construction of the Facility Improvements, including qualification-based selection procedures. Pursuant to such procedures, the Authority will select the General Contractor to construct the Facility Improvements. The Authority desires to make the General Contractor available to the City for the construction of any portion of the City's Development located on the Facility Property or the Parking Area Land. In order (i) to properly integrate the construction of the Parking Facilities with the other Facility Improvements, (ii) to take advantage of the terms of the agreement that the Authority will enter into with the General Contractor, (iii) to avoid overlapping areas of responsibility between the General Contractor and a separate contractor that the City might select

to construct the Parking Facilities, and (iv) to facilitate the prompt completion of the portion of the City's Development located on the Facility Property, the Parking Area Land, the Parking Facilities and the Facility Improvements, the City (at its election in its discretion) may, with the Authority, use the General Contractor for the construction of the portions of the City's Development located on the Facility Property or the Parking Area Land. The City, at no cost to the Authority will pay for the cost of construction and development of the Parking Facilities, and the other items set forth in this Section 7.1 (the "City's Development"). The City agrees that it shall cause the City's Development to be accomplished by the General Contractor, pursuant to a separate contract(s) between the City and the General Contractor. If, however, the City and the General Contractor are unable to come to terms regarding the construction of the City's Development located on the Facility Property or the Parking Area Land that are mutually acceptable, the City reserves the right to enter into a contract with a separate contractor for the construction of any of the City's Development located on the Facility Property or the Parking Area Land, which contractor shall be subject to the reasonable approval of the Authority. The City's Development includes the following:

7.1.1 Asphalt and Concrete Paving. Outside the Facility Property, all reasonably required asphalt and concrete paving or other appropriate surfaces (taking into account any restrictions applicable to particulates) for items such as roadways, walkways, and parking lots.

7.1.2 Curbs and Signs. All necessary curbs, curb gutters, curb cuts and signs for pedestrian and vehicular traffic circulation and vehicle parking within the Multipurpose Facility Area.

7.1.3 Public Transportation Stations. All accommodations for public buses on or serving the Facility Property, in accordance with the provisions of Section 13.1 hereof.

7.1.4 Service Stub-Outs. The following items, stubbed-out to within five feet (5') of the Facility in each case (with the Authority being responsible for making the actual connections at its cost):

7.1.4.1 Storm Sewer. Storm sewer improvements, which shall include: (i) a minimum of four (4) fifteen-inch (15") stubbed-out storm sewer lines provided at no less than four (4) locations four feet (4') below the Pedestrian Plaza grade level, together with adequate storm detention or storm drainage systems and lift stations necessary to support the runoff from approximately four hundred ninety thousand (490,000) square feet of roofed Facility, the Pedestrian Plaza, roadways, parking and other runoff on the Facility Property; and (ii) two (2) each twelve-inch (12") (or a single pipe of like capacity) stubbed-out storm sewer lines provided in the Roll-Out Field Area.

7.1.4.2 Tele/Data. Six (6) four-inch (4") stubbed-out tele/data conduits containing consisting of 168 single-mode, gel-filled WEC standard buried fiber optic cable and 600-800 pairs of PE-80 (24 gauge) protected copper cable.

7.1.4.3 Water Service. City shall supply at its sole cost and expense; the following water service:

- (i) Temporary water service connections for the development operations shall be provided by the City approximately 100

feet from the Facility at a location and schedule to be coordinated with the General Contractor.

- (ii) A permanent looped twelve-inch (12") domestic fire/water service at 4,000 to 4,500 gpm and 40 psi minimum residual and two stubbed-out lines at locations determined by the General Contractor, with appropriate pressure and flow rates at two connection points. The foregoing shall be complete and available for hook-up and use by the General Contractor and the Authority by a date specified in the Project Schedule.

7.1.4.4 Sanitary Sewer. A minimum of four (4) twelve-inch (12") sanitary sewer stubbed-out lines at four (4) locations around the Facility as determined by the General Contractor, together with necessary sewer lift stations to accommodate peak flows as per mechanical engineering requirements (projected in the range of 3,000 gpm).

7.1.4.5 Natural Gas. One four-inch (4") natural gas service with a minimum 10 psi stubbed-out line, located as reasonably required by the concessionaire for the Facility.

7.1.4.6 Electrical Service. The City at its cost and expense shall provide: (i) temporary electrical service connections of 3000 amps at 480V at a location and schedule to be coordinated with the General Contractor; and (ii) permanent electrical service consisting of four (4) stubbed-out lines, at five (5) locations determined by the General

Contractor, for dedicated 480-volt primary electrical service of approximately 15 MVA of demand to support 30 MVA to 40 MVA of connected load together with all related design, trenching, backfilling, compaction, testing, conduits, and duct banks (as required). The permanent electrical service connections shall include two separate 69/12 KV transformers and four 12 KV line breakers with a 69 KV bus-divider breaker system to ensure a redundant electrical service is provided from the substation.

7.1.5 Parking Facilities. The Parking Facilities pursuant to Section 8.1 hereof.

7.1.6 Utility Arrangements. The cost of the initial installation of the utilities specified in the Section 7.1.4 above is to be paid solely by the City and is not to be recovered by increases in utility rates. The Authority shall pay all charges for all utilities (the regular utility billings as distinguished from the cost of installing and connecting to utilities), all meter costs (other than those designed to recover the cost of constructing the utilities and/or extending utility lines) and all deposits required as security for regular utility billings. The Authority shall be entitled to select the providers of such utilities to the Facility Property and negotiate the terms of such utility services; provided, however, that the Authority shall select utility services offered by the City, including, but not limited to water, sanitary sewer and storm sewer (collectively, "City Utilities" and, individually, a "City Utility"). The City agrees that the rates or charges for City Utilities paid by the Authority, and the level of service provided by the City for such City Utilities, shall be comparable to that paid by and provided to other large commercial or industrial utility consumers within the City. With respect to any other utility service providers, the City

will cooperate and grant utility service providers non-exclusive easements through City property, the locations of such easements to be determined by the City in its reasonable discretion.

7.1.7 Multipurpose Facility Area Roadway Improvements; Traffic Study.

The City agrees to provide, at no cost to the Authority, the on-site Roadway Improvements that are described as part of Exhibit C the Cardinals Development Agreement.

7.1.8 Additional Off-site Improvements. The City shall establish and fund an account to be known as the "Off-site Improvement Fund" for all road and other improvements that are not part of the City's Development and that the City and the Cardinals determine are desirable to accommodate the Facility and Facility Improvements, all in accordance with the terms of the Cardinals Development Agreement.

7.1.9 Limitation on City Expenditures. Notwithstanding anything in this Agreement to the contrary, the City shall have no obligation to expend funds for the City's Development in excess of the amount budgeted for the City's Development as a part of the City Project Budget attached hereto as **Exhibit "E"** (the "City Project Budget"). The total cost of the City's Development still exceeds the total amount of the City Project Budget, the Authority and City shall work together in a reasonable manner to further reduce the scope of the City's Development so that the cost of the same does not exceed the total amount of the City Project Budget.

7.2 Plans and Specifications. The City's Development shall be constructed, installed and developed pursuant to plans and specifications therefor (and any modifications thereof) prepared by a designer or architect at the sole cost of the City with the requirement that such plans and specifications (and any revisions thereof) are to be approved in writing by the

Authority, such approval not to be unreasonably withheld or delayed and not to interfere with any applicable public bidding requirements.

7.3 Project Schedule. The City's Development shall be designed, installed, construction and developed pursuant to the Project Schedule as specified in Section 4.1.

7.4 Applicable Laws. The City's Development shall be designed, installed, constructed and developed by the City pursuant to all applicable laws, rules, regulations, ordinances and codes but the turf parking spaces specified in Section 8.1 need not comply with City codes applicable to commercial parking spaces.

7.5 Construction Staging Area. The City will provide or cause to be provided (at no cost or expense to the Authority or the General Contractor) land west of 95th Avenue on the Parking Area Land for a Construction Staging Area for the use of the Authority and the General Contractor to support development on the Facility Property. The Construction Staging Area will be provided under the terms of a Construction Staging Area License Agreement substantially in the form attached as **Exhibit "F"** hereto (the "Construction Staging License").

7.6 Transaction Privilege Tax Related to Construction within the Multipurpose Facility Area. In connection with the construction and/or installation of facilities within the Multipurpose Facility Area, the City shall require all parties contracting with the City that are subject to transaction privilege tax under the prime contracting classification to: (i) separately account for all transaction privilege taxes imposed on such party as a result of the construction or installation of facilities within the Multipurpose Facility Area; (ii) to, upon request by the Authority, grant to one or more persons designated by the Authority, a power of attorney in the form approved by the Arizona Department of Revenue, in order for the Authority to fully pursue its funding sources under A.R.S. §42-5032.01; and (iii) to report all transaction privilege taxes

paid to the State of Arizona in connection with facilities within the Multipurpose Facility Area on forms approved by the Arizona Department of Revenue.

ARTICLE VIII

PARKING

8.1 Parking Facilities. The City, at its sole cost and in accordance with this Article 8, shall design, plan, construct, install and develop the Adjacent Parking Spaces designated on the Site Plan (the "Parking Facilities") to consist of fourteen thousand (14,000) surface parking spaces, with all the parking spaces, with the exception off the turf spaces, to be fully improved parking spaces, paved in a manner typical of commercial grade parking and to be provided with reasonable lighting, landscaping and other reasonable accommodations for persons attending events at the Facility (including the Priority Parking Spaces and the Authority Exclusive Spaces). If at any time during the Term of this Agreement the Parking Facilities or any portion thereof, through no fault of the Authority, are not available for parking purposes so that there are less than 14,000 parking spaces available for Events in the Parking Area, the City shall provide, at no cost to the Authority, alternate parking equal to any deficiency in such 14,000 parking spaces with such alternative spaces to be located as close to the Facility as reasonably possible.

8.2 Use of the Parking Facilities; Notice. The Authority shall have exclusive use of the Authority Exclusive Spaces at all times. The Authority shall have the right to use the Priority Parking Spaces in connection with all Events at the Facility. The Authority shall have the right to use part or all, as required, of the Adjacent Parking Spaces that are in addition to the Authority Exclusive Spaces and the Priority Parking Spaces during any holiday, weekend or weeknight and, if available, during a weekday but, in all cases, only in connection with an Event at the Facility for which a Ticket Surcharge is imposed. With respect to any Mega Event for which a Ticket Surcharge is not imposed, that portion of the Adjacent Parking Spaces that are in addition

to the Authority Exclusive Spaces and the Priority Parking Spaces shall be made available for use by the patrons of that Mega Event pursuant to an agreement with the City's parking contractor on the terms agreed to between the Mega Event sponsor and the City's parking contractor. Nothing in this Section 8.2 shall be deemed to constitute control by the Authority of that portion of the Adjacent Parking Spaces that are in addition to the Authority Exclusive Spaces and the Priority Parking Spaces. The Authority shall provide the City with thirty (30) days prior written notice to the City for use of the Adjacent Parking Spaces. Except for the Fiesta Bowl and as otherwise agreed by the Parties, there shall be no charge to Event patrons for parking in any of the Adjacent Parking Spaces.

8.3 Operations and Maintenance of the Parking Facilities. The City shall operate, maintain, repair (including re-paving, re-sealing and re-striping), clean (other than cleaning after Events which shall be performed by the Authority at the Authority's expense) and provide security (other than security in connection with Events which shall be performed by the Authority at the Authority's expense) for the Parking Facilities and perform the other City tasks with respect to the Parking Facilities at no cost to the Authority. The Authority acknowledges that the City's obligation to pay for: (i) operations and maintenance related to the Parking Facilities is limited to twelve and one-half percent (12.5%) of the aggregate annual Ticket Surcharge revenues; and (ii) capital repairs for the Parking Facilities is limited to five (5%) of the aggregate annual Ticket Surcharge revenues. The Authority is not responsible for any operations, maintenance, repair or capital repairs for the Parking Facilities or any Off-site Parking Spaces.

8.4 Off-site Parking Spaces / Shuttle Buses. In addition to the Parking Facilities, the City hereby commits (or shall obtain commitments from Third Parties) to provide to the

Authority the use of 6,000 Off-site Parking Spaces at the site of the City's Coyote Arena project (the "Coyote Arena Spaces") and an additional 6,000 Off-site Parking Spaces within 1 mile of the Facility for Events at the Facility (the "Off-site Parking Spaces") and shall pay all costs required to obtain the Off-site Parking Spaces, provided, however, the City shall not be required to provide Off-site Parking Spaces, which include the Coyote Arena Spaces, to the extent the Adjacent Parking Spaces are sufficient for parking at an Event. In addition the City shall, at its cost, and in connection with any Event requiring the same, provide free shuttle bus service for Off-site Parking Spaces other than Coyotes Arena Spaces. The Authority shall provide, at its cost, cleaning of Off-site Parking Spaces after each Event and security for Off-site Parking Spaces during Events. The Authority shall not be responsible for any other costs or expenses in connection with the Off-site Parking Spaces. Except for the Fiesta Bowl and as otherwise agreed by the Parties, there shall be no charge to patrons for parking in any of the Off-site Parking Spaces for Events at the Facility. The Authority shall provide (except with respect to Cardinals playoff games which shall require five (5) calendar days notice) at least ninety (90) calendar days advance notice to the City of the anticipated need for the Off-site Parking Spaces. With respect to all Cardinals Home Games and Mega Events, the Coyote Arena Spaces shall be made available by the City to the Authority, it being understood that the Coyotes have the priority to use the Coyotes Arena Spaces for home hockey games. With respect to other Events, if there is a conflicting use for the Coyote Arena Spaces, the City may at any time prior to sixty (60) calendar days before the Event notify the Authority that the Coyote Arena Spaces are not available for the Event, in which case (and in the case of a Cardinals Home Game or Mega Event being preempted by a Coyotes game) the same number of parking spaces shall be made available by the City in other areas as close to the Facility as is reasonably practicable.

8.5 Concessions, Advertising and Events in Parking Area Land. There shall be no advertising, sales of concessions or other items in the Parking Area Land except as permitted by the Cardinals. There will be no Events conducted in the Parking Area Land except for events that are ancillary to an Event in the Facility without the consent of the Cardinals. The preceding sentence shall not apply to youth and amateur sports events on the turf parking area pursuant to Section 5 of the Cardinals Development Agreement, so long as such youth and amateur sports events do not conflict with Events conducted at the Facility.

8.6 Parking License and Agreement. The Parties will execute an agreement containing the parking covenants, rights and obligations contained in this Article 8 and any additional parking covenants related to future development on the Parking Area Land as are agreed to by the Parties (the "Parking Covenants"). The City shall cause the Parking Covenants to be recorded prior to the delivery of the Facility Property Deed to the Authority.

ARTICLE IX

FINANCE

9.1 Ticket Surcharge. Unless waived by the City and the Cardinals and except for the Fiesta Bowl, the Authority, on behalf of the City, will require a ticket surcharge (the "Ticket Surcharge") to be collected by the Cardinals and the Authority (as applicable) as follows: \$4.00 per ticket for Cardinals Home Games and Events with projected attendance of more than 10,000; \$2.00 per ticket for Events with projected attendance of 6,000 to 10,000; it being understood that there will be no ticket surcharge for Events with projected attendance of less than 6,000. The Ticket Surcharge shall escalate at the rate of five percent (5%) per year. The Authority shall in good faith and in its sole discretion determine the projected attendance in connection with all Events at the Facility and such projection shall be binding on all Parties for purposes of imposing the Ticket Surcharge. The Ticket Surcharge shall only be imposed on tickets that are sold and is

not based on tickets distributed, attendance, turnstile count or other measurement. The Ticket Surcharge collected by the Cardinals and the Authority (as applicable) shall be distributed to the City or its designee in accordance with the provisions of Section 9.3.

9.2 Facility User Fee. Unless waived by the City and the Cardinals, the Authority will require in all contracts and collect a facility user fee (the "Facility User Fee") equal to two tenths of one percent (0.20%) of the gross proceeds of all activities that are subject to Glendale transaction privilege tax (other than on any construction activities) at the Facility (the "User Activities"). The Facility User Fee shall be paid to the City or its designee on a monthly basis from User Activities during the prior month at the Facility to be distributed in accordance with the provisions of Section 9.3.

9.3 Distribution of the Ticket Surcharge and Facility User Fee. The Ticket Surcharge and Facility User Fee shall be distributed as provided in the Cardinals Development Agreement.

ARTICLE X

FACILITY PROPERTY

10.1 Title Insurance. The City shall provide, at no cost to the Authority, an ALTA extended coverage policy of title insurance as to the Facility Property insuring the Authority in an amount equal to the fair market value of the Facility Property.

10.2 Survey. The Authority has been provided with and approved an ALTA survey which includes the Facility Property and Parking Area Land prepared, at the cost of the City, by a surveyor approved by the Authority (the "Survey").

10.3 Access Licenses and Easements. The City, as the site host pursuant to the Act, shall execute or cause the execution of such non-exclusive access licenses and easements across or through the property adjacent to the Facility, as are necessary for the Authority to develop the Facility and operate the Facility Property for multipurpose Facility uses in accordance with this

Agreement; provided however, that no license or easement shall interfere with any existing or planned development of such property.

10.4 Environmental Matters. The City, at its cost, has provided a Phase One environmental report of the Facility Property and Parking Area Land addressed to the Authority and dated within six months prior to the Effective Date.

10.5 Archaeological Matters. The City, at its cost, has provided an archeological study of the Facility Property and Parking Area Land to the Authority.

10.6 FAA Report and Other FAA Matters. The Federal Aviation Administration has issued a report to the City and the Authority with respect to the Facility of 200 feet in height, a copy of which is attached as **Exhibit "G"** hereto. In addition, the City, as the owner and manager of the Glendale Municipal Airport, shall take all necessary actions within the power of the City, in connection with the initial development and completion of the Facility, so that (i) the FAA makes no adverse determination with respect to the Facility being constructed up to 220 feet in height, and (ii) the FAA makes no determination resulting in the Authority being required to incur additional costs in lowering the Facility to a depth greater than 20 feet from the existing surface level.

ARTICLE XI

TRAFFIC AND SECURITY

11.1 Off-Facility Property Traffic Control and Safety. All pedestrian and vehicular traffic control and management of typical public health, safety and welfare matters in the area surrounding the Multipurpose Facility Area in connection with Events will be provided by the Authority or its designee, at the cost of the Authority. The Authority and the City will cooperate and coordinate traffic control and public access to, and egress from, the Facility Property and the Parking Facilities for Events; however, the City shall determine and control all operations on

public rights-of-way. Personnel engaged by the Authority for off-site traffic and safety management shall be Glendale police officers or, if sufficient numbers of Glendale police officers are not available by Arizona POST certified officers and deputies of other jurisdictions. The Authority may also use such other Arizona POST certified officers and deputies if the rates charged by the Glendale police officers and deputies are higher than those charged by such others.

11.2 Traffic and Safety Management Operations Center. The Authority shall provide, at no cost to the City, an enclosed area within the Facility, with such area (and the equipment specified below) to be shared during Events by the Authority and City traffic, security and emergency personnel (the "Operations Center"). The Authority will consult with the City in connection with public safety issues and the location and design of such facilities. The Operations Center will be used by the Authority for on-Facility Property traffic and safety management and by the City for off-site traffic and safety management and on-Facility Property exercise of police powers. The Authority shall furnish or cause to be furnished at its sole expense the utilities necessary to serve the Operations Center and shall, at its expense, equip the Operations Center in a manner typical of such facilities in other NFL venues. There shall be no charge or cost to the Authority for the City's activities in the Operations Center.

11.3 On-Facility Property Traffic and Safety Management. The Authority is responsible for all safety and security on the Facility Property, and also the operation of the Facility Property and the conducting of Events on the Facility Property, all subject to the police powers of the City, and in connection with the development and operation of the Facility Property, including the operation of the Events, all vehicular and pedestrian traffic control and public safety on the Facility Property shall be provided by the Authority.

11.4 NCAA Final Four, Fiesta Bowls and Super Bowls. The City will use its best efforts (not including the requirement that the City appropriate any funds) to assist the Authority to meet all reasonable requirements requested by (i) the NCAA in connection with Final Four basketball tournaments; (ii) the BCS in connection with Fiesta Bowl games; or (iii) the National Football League in connection with Super Bowl games.

ARTICLE XII

REPRESENTATIONS AND WARRANTIES

12.1 By The City. The City represents and warrants to the Authority as follows, with each such representation and warranty to be deemed made again by the City upon the execution of each of the other Transaction Documents:

12.1.1 The City is not a party to or bound by any agreements or covenants with third parties which would in any way limit or impair the performance by the City of any of its obligations, under or pursuant to this Agreement.

12.1.2 The City has no knowledge of any currently existing environmental matter, archeological matter, matter involving soils or soil condition, title matter or other matter which would interfere, in any material way, with the development of the Facility Improvements or the intended use of the Facility Property.

12.1.3 The City has no knowledge of any reason why any City permit, consent or approval which is required for the Authority's Development or the intended use of the Facility Property would not be granted in due course.

12.1.4 The City is fully authorized and empowered to enter into this Agreement and to fully perform its obligations hereunder and no votes of the public, consents, approvals or the like to the foregoing are required for the City to enter into this Agreement and to fully perform its obligations hereunder other than those previously obtained.

12.2 By the Authority. The Authority represents and warrants to the City as follows, with each such representation and warranty to be deemed made again by the Authority upon the execution of each of the other Transaction Documents and upon the recording of the Facility Property Deed:

12.2.1 The Authority is not a party to or bound by any agreements or covenants with Third Parties which would in any way limit or impair the acquisition of the Facility Property from the City, the development of the Facility Improvements, the use of the Facility or the performance by the Authority of any of its obligations, under or pursuant to this Agreement.

12.2.2 The Authority is fully authorized and empowered to enter into this Agreement and to fully perform its obligations hereunder and no votes of the public, consents, approvals or the like to the foregoing are required for the Authority to enter into this Agreement and to fully perform its obligations hereunder other than those previously obtained.

ARTICLE XIII

PUBLIC TRANSPORTATION

13.1 Bus Transportation Areas. The City will provide bus-unloading, bus-loading and bus-parking areas at such reasonable locations within the Multipurpose Facility Area as reasonably determined by the City Traffic Engineer with the approval of the Authority, not to be unreasonably withheld. Additionally, bus-parking areas shall be provided by the City at the bus loading/unloading area on the Facility Property or other reasonable locations as determined by the City with the consent of the Authority, not to be unreasonably withheld.

13.2 Mutual Cooperation. The Authority and the City agree that they will cooperate and support each other's efforts with respect to the development and implementation of public

transit facilities as may be reasonably necessary at or near the Facility Property in order to serve the needs of the general public.

ARTICLE XIV

INDEMNIFICATION/INSURANCE, INDEMNITIES

14.1 Insurance. The Parties agree as follows with respect to insurance:

14.1.1 During Construction. During the course of construction of the Authority's Development, the Authority shall maintain or cause to be maintained Builders Risk Completed Value Insurance with respect to such work in an amount equal, at least, to the value of the completed improvements. The City shall be named as an additional insured on such policy. To the extent reasonably possible under any such policies of insurance, the Authority shall permit the City to purchase additional insurance coverage under any insurance policy maintained by the Authority in connection with the construction of the Authority's Development provided that the City pays to the Authority the cost of such additional coverage for the City. During the course of construction of the City's Development, the City shall maintain or cause to be maintained Builders Risk Completed Value Insurance with respect to such work in an amount equal, at least, to the value of the completed improvements.

14.1.2 After the Completion of Construction. After Completion of Construction of the Facility Improvements, the Authority shall maintain or cause to be maintained for the term of this Agreement, insurance on the Facility Improvements against loss or damage by risks of fire, windstorm, malicious mischief and other risks now or hereafter embraced by so-called "special all-risk extended coverage" policies. The amount of such insurance shall not be less than the full insurable value of the Facility Improvements. The term "full insurable value" shall mean actual replacement value without depreciation.

14.1.3 Commercial General Liability. During the term, the Authority shall procure and then maintain in effect, or cause to be procured and maintained in effect, commercial general liability insurance with a broad form general liability endorsement against liability, damage or loss because of or on account of bodily injuries to or the death of any person or the destruction of or damage to property or loss of use thereof of any person, due in any way to the use, occupancy, maintenance, or operation of the Facility. The insurance shall be in the amount customarily provided for multipurpose facilities used by other NFL Teams.

14.1.4 Insurance Provisions. All insurance required hereby shall be by valid and enforceable policies issued by insurance companies rated not lower than A- VIII in Best's Rating Guide (most current edition) and authorized to do business in Arizona.

14.2 Condemnation. As between the City and the Authority, the Authority shall be entitled to receive all condemnation awards and other similar awards paid with respect to the condemnation or other similar governmental action with respect to any of the Facility Property (other than with respect to the reversion specified in the Facility Property Deed) and the improvements thereon, any rights of the Authority under the Parking Covenants (collectively the "Award"). The Authority shall be required to rebuild or restore any improvements taken in any condemnation or similar governmental action only to the extent required by the Cardinals Use Agreement, but shall have the option to rebuild and restore the same even if not required by the terms of such agreement.

14.3 Damage or Destruction. In the event of any damage or destruction of the Facility and/or Facility Improvements during the term of this Agreement, the Authority shall cause the same to be repaired or rebuilt to the extent of available insurance proceeds plus the amount of any deductible. In the event the Facility is damaged or destroyed to such an extent that it may

not be used for its intended purpose, and the Authority does not commence to repair or rebuild the Facility in accordance with Section 16.2 of the Cardinals Use Agreement (subject to *force majeure*) and such failure continues for ninety (90) days after written notice to the Authority, the title to the Facility Property shall revert to the Grantor pursuant to the terms of the Facility Property Deed.

14.4 Authority's Indemnity. The Authority shall defend, indemnify, protect and hold harmless the City (including its Council members, elected and appointed officials, officers, staff, agents, committee members, volunteers and employees) from and against all losses, costs, damages, liabilities, fines, charges, penalties, expenses (including reasonable attorneys' fees and costs of defense), orders, judgments, remedial and cleanup actions of any kind (including all costs and expenses incurred in connection therewith) (collectively "Damages"), resulting from Third Party suits, arbitrations, proceedings (including, without limitation, administrative and judicial), claims and demands, whether groundless or not (collectively, "Claims"), including Claims by the City's contractors, subcontractors, suppliers or others, arising on or out of, currently or in the future, all as the case may be, (i) the Authority's Development to the extent the same is controlled by the Authority or its contractors, subcontractors or agents (excluding the City's construction activities, including its contractors and subcontractors, thereon, unless such Damages arise from the negligence or wrongful act of the of the Authority, including its contractors and subcontractors), and (ii) the use, occupancy and operation of, and the activities (including, without limitation, construction) on the Facility Property, the Construction Staging Area or both. This paragraph does not limit or define any other contractual obligation of the Authority described in this Agreement, nor shall the presence or absence of insurance limit or

define the obligations of this paragraph. The rights and obligations of this paragraph shall survive any expiration or termination of this Agreement.

14.5 City's Indemnity. The City shall defend, indemnify, protect and hold harmless the Authority (including its board of directors members, officers, staff, agents, committee members, volunteers and employees) from and against all Damages resulting from Third-Party suits, arbitrations, proceedings (including, without limitation, administrative and judicial), claims and demands, whether groundless or not, arising out of, currently or in the future, all as the case may be (i) the City's Development to the extent the same is controlled by the City or its contractors, subcontractors or agents, or (ii) any activities (including, without limitation, construction) of the City on the Facility Property or Parking Area Land, except to the extent such Damages are caused by the negligence or willful misconduct of the Authority or its contractors and subcontractors, or the Authority's breach of the terms of this Agreement. This paragraph does not limit or define any other contractual obligation of the City described in this Agreement, nor shall the presence or absence of insurance limit or define the obligations of this paragraph. The rights and obligations of this paragraph shall survive any expiration or termination of this Agreement.

ARTICLE XV

ACCESS WAY INDEMNITIES

Pursuant to A.R.S. § 5-807.B.10(a), the City shall indemnify and hold harmless the Authority and the State of Arizona from any liability to the extent resulting from the negligent or intentional acts or omissions of the City, its representatives and agents or employees, resulting from any access ways provided by the City and reasonably used by the public for ingress and egress to the land, infrastructure and parking facilities provided by the City for use in connection with the Facility. Similarly, the Authority shall indemnify and hold harmless the City from any

liability to the extent resulting from the negligent or intentional acts or omissions of the Authority, its representatives and agents or employees, resulting from any access ways provided by the City and reasonably used by the public for ingress and egress to the land, infrastructure and parking facilities provided by the City for use in connection with the Facility.

ARTICLE XVI

OTHER AGREEMENTS

The City and the Authority hereby acknowledge that the development of the Facility Property and Facility Improvements may require agreements by the Authority and the City with Third Parties. In connection therewith, the Parties hereby agree that any and all such agreements entered into by either Party for the development, use and construction of the Facility Property, the Facility Improvements or the City's Development shall be subordinate in all respects to the terms and conditions of this Agreement and, in the event of any inconsistency between the provisions of any such agreement and the terms and conditions of this Agreement, this Agreement shall govern and control.

ARTICLE XVII

DEFAULT; REMEDIES; TERMINATION

17.1 Events Constituting Default. A Party shall be deemed to be in default (a "Default") under this Agreement if such Party (i) fails to perform or breaches any obligation required to be performed by such Party hereunder in accordance with any time period required for performance, and (ii) such Party fails to commence to cure any such breach or failure to perform within thirty (30) calendar days after written notice thereof to such Party from the non-defaulting Party, and such cure is not completed within a period of ninety (90) calendar days after such written notice; provided that such commencement and completion periods shall be

extended by the number of days of delay caused by Force Majeure Events to the extent not caused by any fault on the part of the Party responsible for curing the Default.

17.2 Authority's Remedies. In the event that the City is in Default under this Agreement, the Authority may exercise any right or remedy then available in law or equity, other than termination of this Agreement.

17.3 City's Remedies. In the event that the Authority is in Default under this Agreement, the City may exercise any right or remedy then available in law or equity, other than termination of this Agreement. Notwithstanding such lack of a right to terminate, the City shall have no obligations under this Agreement to provide parking until Completion of Construction pursuant to the terms and conditions of Article 8 of this Agreement.

17.4 Concurrent or Consecutive Remedies. The rights and remedies for a Default may be exercised concurrently or consecutively, from time to time or at any time.

17.5 Partial Cure. No acceptance by a Party of a partial cure of a Default shall diminish such Party's rights and remedies herein for Default, or be deemed a cure or waiver of such Default, unless a waiver of the foregoing is specifically set forth in writing signed by the non-defaulting Party.

17.6 Monetary Obligations. All monetary obligations of one Party to the other, to the extent due and payable but not paid, accrue at the Default Rate.

ARTICLE XVIII

CONFLICT OF INTEREST; REPRESENTATIVES NOT INDIVIDUALLY LIABLE

18.1 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City or Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision

relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

18.2 No Personal Liability. No City Council member or Authority Board of Directors member, elected or appointed official, officer, staff member, agent, committee member, volunteer or employee of the City or the Authority shall be personally liable to the Authority or the City, or either of their respective successors and assignees, nor to any other party (i) in the event of any Default or breach by their respective entity, (ii) for any amount which may become due to the other party or its successors or assigns or to any third party, or (iii) pursuant to any obligation of the City or the Authority under the terms of this Agreement.

ARTICLE XIX

NOTICES

Any notice, demand, request, approval, consent or other communication (a "Notice" or "Notices"), other than routine communications between the Parties for the purpose of carrying out the provisions of this Agreement, which may be required or desired to be given in connection with the obligations of this Agreement shall be given in writing and addressed to the Parties as shown below, with copies required as shown below, and Notices shall be deemed given if addressed, sent or delivered as follows:

To Authority:

Tourism and Sports Authority
Attn: Ted A. Ferris, President
14500 N. Northsight Blvd., Suite 312
Scottsdale, Arizona 85260
Facsimile: (480) 505-0534

With a copy to:

Fennemore Craig, P.C.
Attn: Sarah A. Strunk and Ronald L. Ballard
3003 North Central Ave., Suite 2600
Phoenix, Arizona 85012-2913
Facsimile: (602) 916-5560

With a copy to : B&B Holdings
d/b/a The Arizona Cardinals
Attn: Michael Bidwill
8701 South Hardy Drive
Tempe, Arizona 85284
Facsimile: (602) 379-1745

And a copy to: Gallagher & Kennedy
Attn: Dean Short
2575 East Camelback Road
Phoenix, Arizona 85016-9225
Facsimile: (602) 530-8500

To the City: City of Glendale
Attn: City Manager
5850 W. Glendale Avenue
Glendale, Arizona 85301
Facsimile: (623) 847-1399

With a copy to: City of Glendale
Attn: City Attorney
5850 W. Glendale Avenue
Glendale, Arizona 85301
Facsimile: (623) 915-2391

With a copy to : B&B Holdings
d/b/a The Arizona Cardinals
Attn: Michael Bidwill
8701 South Hardy Drive
Tempe, Arizona 85284
Facsimile: (602) 379-1745

And a copy to: Gallagher & Kennedy
Attn: Dean Short
2575 East Camelback Road
Phoenix, Arizona 85016-9225
Facsimile: (602) 530-8500

Notices shall be either (i) personally delivered (including delivery by, for example, an established and reputable local courier service or nationally recognized courier service) to the addresses set forth above, in which case Notices shall be deemed delivered on the date of delivery to said addresses; (ii) sent by certified or registered mail, return receipt requested, in

which case they shall be deemed delivered on the date of delivery that is shown on the return receipt, unless delivery is refused or delayed by the addressee, in which event Notices shall be deemed delivered on the date of first attempted delivery; or (iii) sent via facsimile to the facsimile numbers shown above with the transmission confirmation print out of same retained by sender, in which case Notices shall be deemed delivered on the date of transmission. Other than as described above, any written Notice addressed as shown above and actually received by any means (including United States Mail) at the addresses or facsimile numbers above, shall be deemed proper notice as of the date of receipt. The burden of proof of receipt is on the sender in all cases described above in this Article. A properly completed United States Mail return receipt, fax confirmation sheet, nationally recognized courier or established and reputable local courier record of delivery, or delivery receipt executed by an appropriate employee at the addresses shown above, is prima facie evidence of delivery. Individuals to be noticed on behalf of a Party and other information above may be changed by proper Notice.

ARTICLE XX

GENERAL PROVISIONS

20.1 Cooperation. The Authority and the City hereby acknowledge and agree that they shall cooperate in good faith with each other and use commercially reasonable efforts to pursue the obligations imposed by this Agreement. The City and the Authority also hereby acknowledge that certain activities and development projects within the City will have an impact on the Facility contemplated by this Agreement. In this regard, the City and the Authority jointly agree to cooperate in the consideration of an ordinance regulating certain activities, such as ticket scalping, security and traffic control, temporary signage and promotions, for events anywhere in the City where the anticipated attendance exceeds twenty thousand (20,000) persons.

20.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, including, without limitation, the provisions of A.R.S. § 38-511. This Agreement has been made and entered into in Maricopa County, Arizona.

20.3 Run With the Land; Successors and Assigns; Third-Party Beneficiaries. This Agreement shall run with the Facility Property during the Term hereof. The obligations set forth herein shall be binding upon the Parties and their successors and assigns, and shall inure to the benefit of the Parties, and their authorized successors and authorized assigns. Except as otherwise specifically provided in this Agreement with respect to the Cardinals, no other person or entity shall be entitled to rely hereon or enforce any provision of this Agreement against any Party hereto, whether as a Third Party beneficiary or otherwise, it being specifically intended that there shall be no third-party beneficiaries hereto or any Third Party reliance hereon. During the Term hereof, and except as specifically provided otherwise in this Agreement, no interest in this Agreement may be transferred by a signatory hereto to other than another qualified governmental entity. Notwithstanding the foregoing, the Authority may assign its rights under this Agreement and under the other Transaction Documents as collateral security to a lender and such lender shall be entitled to enforce such assignments upon a loan default so long as (i) no such assignment results in any release of any obligations of the Authority under this Agreement or any other of the Transaction Documents, with all obligations of the Authority to survive any such assignments and all enforcements thereof, (ii) no such assignments may be made prior to Completion of Construction of the Facility, and (iii) the proceeds of all loans secured by any such assignments (net of loan costs and fees, interest reserves and loan commissions) shall be used to operate, maintain, repair, restore, renovate, expand or improve the Facility and for no other purpose. Subject to the provisions of the last sentence of Section 4.2, the Cardinals are

third party beneficiaries of this Agreement and are entitled to rely hereon and enforce any provision of this Agreement against any Party hereto, all in accordance with the terms of this Agreement.

20.4 Waiver. No waiver by either Party of any breach, Default or any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver or custom of waiver of any same, similar, succeeding or preceding breach, Default or term of this Agreement, as the case may be. To be effective, all waivers shall be in writing and signed by the Party to be charged.

20.5 Attorneys' Fees. In the event of any litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees of litigation, whether or not they would be recoverable costs pursuant to court rule, together with reasonable attorneys' fees, which shall be determined by the court and not by the jury. In the event both Parties are awarded relief, such costs and fees shall be awarded as the court may determine.

20.6 Severability. In the event that any phrase, clause, sentence, paragraph, section, Article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

20.7 Incorporation of Exhibits and Recitals. All Exhibits attached hereto are incorporated herein by this reference as though fully set forth herein, unless specifically stated otherwise. The Parties acknowledge and agree that all of the "Recitals" at the beginning of this

Agreement are true and correct and are incorporated herein as binding agreements and obligations of this Agreement by this reference.

20.8 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and except as otherwise specified herein, all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, are superseded hereby and merged herein. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment or other agreement properly executed by the Parties. The Cardinals, as a third party beneficiary of this Agreement must consent to any amendment of this Agreement, which consent may not be unreasonably withheld.

20.9 Possible Termination. If the Lawsuit results in the Authority being legally prevented from proceeding with the development or use of the Facility, then either Party may terminate this Agreement and the other Transaction Documents, effective upon giving the other Party written notice. In the event of any such termination, any funds received by the Authority from the City (plus interest thereon from the date of receipt at the rate of 6.25% per annum) shall be immediately repaid by the Authority to the City and the Authority shall pay to the City all out-of-pocket costs incurred by the City in connection with the Facility or this Agreement plus interest thereon from the date of expenditure at the rate of 6.25% per annum.

20.10 Recordation of Agreement and Amendments. This Agreement shall be recorded in the Official Records of Maricopa County, Arizona, within ten (10) calendar days after its approval and execution by the City and the Authority. Any amendment of this Agreement must be in writing, signed by the Parties and recorded in the Official Records of Maricopa County, Arizona.

20.11 Representatives of the Parties. The following representatives are appointed in order to assist with the expeditious development of the Facility Property:

20.11.1 City Representative. The City hereby appoints, authorizes and empowers the City Manager to provide the City's consent, waiver or approval as required hereunder without further action of the City Council, except for any actions requiring City Council approval as a matter of law. All such consents, waivers, approvals, or extensions pursuant to this Section 20.11.1: (i) shall be in writing and signed by the City Manager, or any City employee designated in writing by the City Manager to give such consent or approval; and (ii) are expressly declared to be administrative acts of the City Manager, or any City employee designated in writing by the City Manager.

20.11.2 Authority Representative. The Authority hereby appoints, authorizes and empowers its Executive Director to provide the Authority's consent, waiver or approval as required hereunder without further action of the Authority or its Board of Directors, except for any actions requiring approval by the Authority's Board of Directors as a matter of law. All such consents, waivers, approvals, or extensions pursuant to this Section 20.11.2: (i) shall be in writing and signed by the Authority's Executive Director, or any authorized officer designated in writing by the Authority's Executive Director to give such consent or approval; and (ii) are expressly declared to be administrative acts of the Authority's Executive Director, or any authorized officer designated in writing by the Authority's Executive Director to give such consent or approval.

20.12 Headings, Number and Gender. The headings of the articles and sections in this Agreement are for convenience of location reference only and are not intended to, and shall not, be used in the interpretation of the text therein or be deemed to limit, expand, amend, modify,

define or otherwise affect the text therein. Any number, gender or pronoun used herein shall mean any other number, gender or pronoun where the context clearly requires such interpretation.

20.13 No Joint Venture. This Agreement is not intended to be, and shall not be construed as, a joint venture, partnership or other business entity created by or between the Parties, and neither Party is an agent for the other for any purpose nor has the power to bind the other for any purpose.

20.14 Time of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

20.15 Facility Bond Issue; Cooperation; Condition.

20.15.1 Authority's Bonds. The City will use its best efforts to comply with reasonable conditions and requirements imposed by the Authority's underwriters, bond counsel and bond insurers in connection with the Authority's issuance(s) of Facility bonds (the "Authority's Bonds") and also with respect to the timing and performance of obligations of the City as contemplated by this Agreement. The City shall not be required to pay any costs associated with the Authority's Bonds, be a party to same, nor assume any liability or issue any guarantee or indemnity in connection with the same. The City agrees to provide any reasonably requested factual certificates or opinions of counsel with respect to customary matters in conjunction with the making of this Agreement and the Transaction Documents as reasonably requested by such underwriters, bond counsel and bond insurers.

20.15.2 City Bonds. The Authority will use its best efforts to comply with reasonable conditions and requirements imposed by the City's underwriters, bond counsel and bond insurers in connection with the issuance(s) of the City Bonds and also with respect to the

timing and performance of obligations of the Authority as contemplated by this Agreement. The Authority shall not be required to pay any costs associated with the City Bonds, be a party to same, nor assume any liability or issue any guarantee or indemnity in connection with the same. The Authority agrees to provide any reasonably requested factual certificates or opinions of counsel with respect to customary matters in conjunction with the making of this Agreement and the Transaction Documents as reasonably requested by such underwriters, bond counsel and bond insurers.

20.15.3 Requested Amendments. Subject to Sections 20.8 and 20.10 above, the Parties agree to amend this Agreement and related agreements to the extent reasonably requested by such underwriters, bond counsel and bond insurers.

20.16 Nature of Funds. The obligations of the City and the Authority pursuant to the provisions of this Agreement which require the expenditure of funds do not constitute a general obligation or indebtedness of either of those Parties within the meaning of any constitutional or statutory debt limitation or restriction, and do not obligate those Parties to make any expenditure from proceeds of ad valorem taxes or obligations to which any general taxing authority is pledged or from their general funds unless the expenditure has been duly budgeted if and to the extent required by law and is within all budget and expenditure limitations of, and is not in conflict with, the Constitution or laws of the State of Arizona.

20.17 Challenges. In the event a suit, dispute or claim is hereafter brought by anyone not a Party to this Agreement that challenges the validity, authorization or enforceability of this Agreement, the Construction Staging License, the Event Staging License, any other of the Transaction Documents or the Cardinals Development Agreement, the Authority and the City shall, in good faith, cooperate with the efforts of each other so as to minimize duplication of

effort and each Party shall keep the other Party informed as to its activities in connection with such suit, dispute or claim; provided that any and all legal fees, costs and other expenses incurred by a Party in connection with any such suit, dispute or claim shall be borne by such Party.

20.18 Construction Trust Account. In compliance with A.R.S. § 5-807E(2)(a), the City shall deposit the proceeds of the City's Bonds (constituting the amount of the estimated costs of the City's Development under this Agreement) into a construction trust account with provisions assuring that such funds will be utilized only for the City's Development.

20.19 Formation of a Community Advisory Committee. The City and the Authority will coordinate for the formation of a Community Advisory Committee, which is contemplated to be a citizens' advisory board to the City and to the Authority regarding the Facility and its operation. The Authority will provide a meeting room within the Facility to meet and consult with the Community Advisory Committee and the City on various matters, including, but not limited to:

20.19.1 An Event day traffic management plan, including discussions on how to keep Facility traffic away from the neighborhoods; prevention of patrons attending Events at the Facility from parking in the neighborhoods; how to limit traffic in the neighborhoods to local traffic only on Event days; and developing traffic enforcement policies for Event days;

20.19.2 creating a hot line for residents to call with concerns about the Facility;

20.19.3 updating the neighborhoods with information as construction of the Facility begins and progresses; and

20.19.4 landscaping around the Parking Facilities.

SIGNATURES COMMENCE ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor, and its seal to be hereunto duly affixed and attested to by the City Clerk and the Authority has caused this Agreement to be duly executed, all to be effective as of the day and year first above written.

ATTEST:


City Clerk

"CITY"

CITY OF GLENDALE
an Arizona municipal corporation

IN ACCORDANCE WITH A.R.S. § 11-952.D,
APPROVED AS TO FORM:

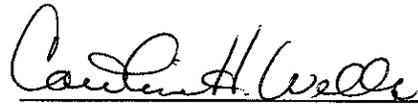

City Attorney

By 
Ed Beasley, City Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 3rd day of September, 2002, before me, the undersigned officer, personally appeared Ed Beasley, the City Manager of the City of Glendale, an Arizona municipal corporation, and he, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained on behalf of that entity.

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


Notary Public

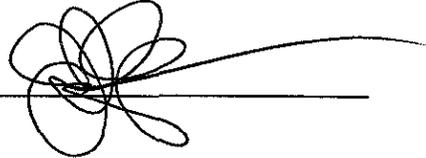
NOTARY SEAL:



"AUTHORITY"

TOURISM AND SPORTS AUTHORITY
an Arizona corporate and political body

By: _____



Printed Name: James Grogan

Title: Chairman of the Board

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this 3rd day of September, 2002, before me, the undersigned officer, personally appeared James Grogan the Chairman of the Board of TOURISM AND SPORTS AUTHORITY, an Arizona corporate and political body, and ~~she~~ he, in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of that entity.

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

Patricia J. Neptune
Notary Public

NOTARY SEAL:

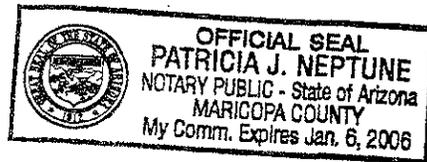


EXHIBIT A

[FACILITY PROPERTY]

The Facility Property will be located on a portion the property described in the legal description attached and approximately within the Composite Envelope shown on the drawing attached. This Agreement shall be amended to reflect the precise location of the Facility Property once such location has been finalized.

LEGAL DESCRIPTION

PARCEL

The East half of the Southwest quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the following described property:

All that portion of the East half of the Southwest quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, which lies within a 230 foot strip of land running Northerly of, parallel with and adjacent to the North line of the Grand Canal right-of-way.

PARCEL

The West half of the Southeast quarter and the North half of the Northeast quarter of the Southeast quarter and the South half of the Southeast quarter of the Southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the North 57.5 feet of the South half of the Southeast quarter of the Southeast quarter; and

EXCEPT the following described property:

A tract of land 30 feet long and 25 feet wide, in the Southeast quarter of the Southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the Southeast corner of said tract, which corner is 36 feet North 1 degree 32 minutes East of a point 47 feet North 88 degrees 28 minutes West of the Southeast corner of said Section 9 (based on a magnetic declination of 14 degrees 22 minutes)

Thence North 88 degrees 28 minutes West 30 feet to the Southwest corner of said tract;

Thence North 1 degree 32 minutes 25 feet to the Northwest corner of said tract;

Thence South 88 degrees 28 minutes East 30 feet to the Northeast corner of said tract;

Thence South 1 degree 32 minutes West 25 feet to the Southeast corner of said tract and the Point of Beginning; and

The North 8.5 feet of the South 66 feet of the West 50 feet of the East 127 feet of the Southeast quarter of the Southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as Quit Claimed to Salt River Project Agricultural Improvement and Power District by Quit Claim Deed recorded in Book 525 of Deeds, page 301, records of Maricopa County, Arizona; and

EXCEPT the East 33 feet thereof; and

EXCEPT the South 33 feet thereof; and

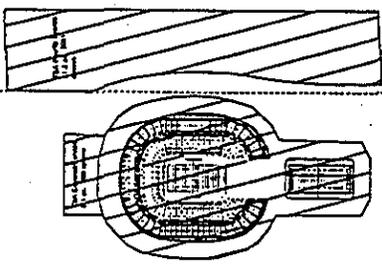
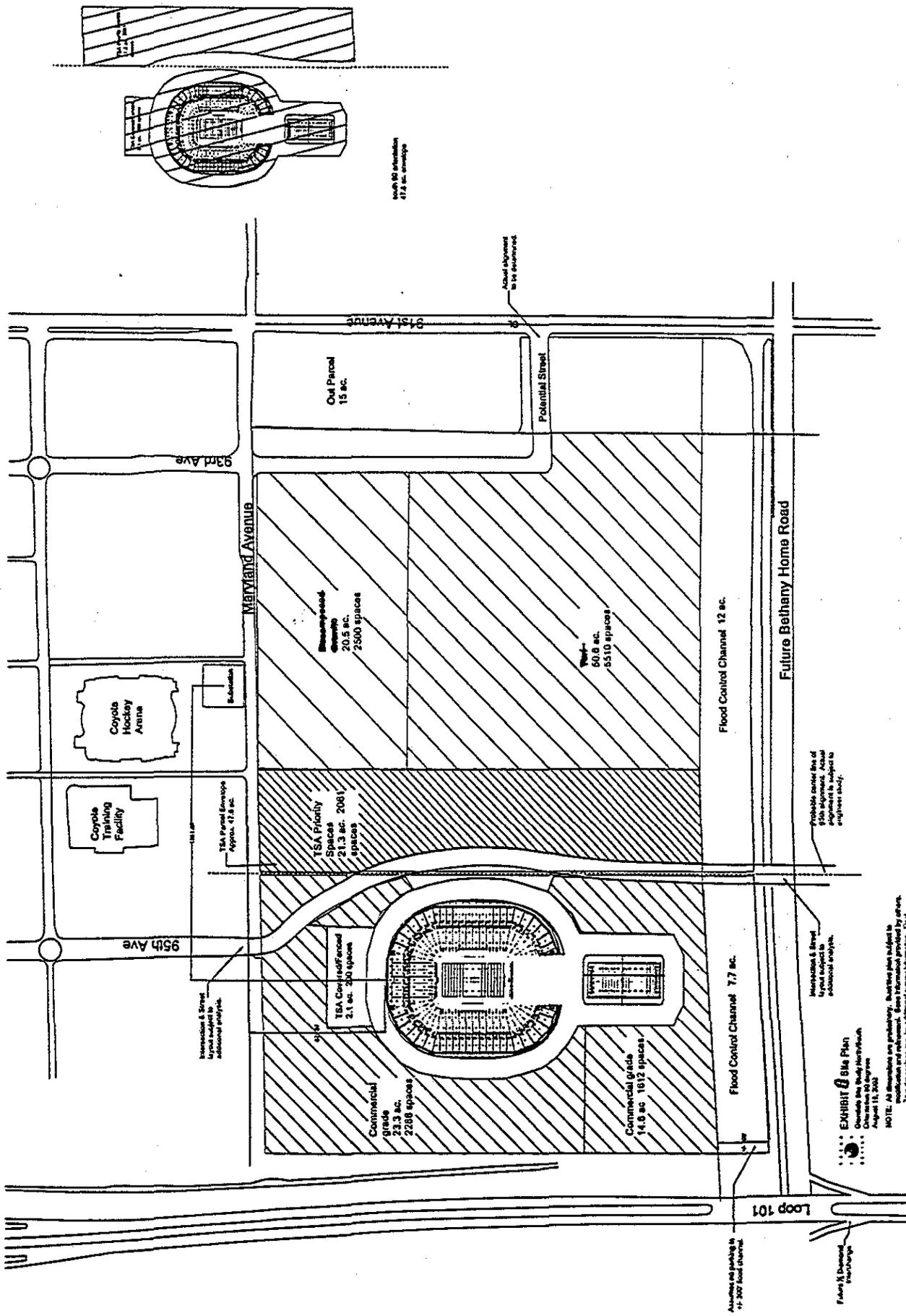
EXCEPT the following described property:

All that portion of the Southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, which lies within a 230 foot strip of land running Northerly of, parallel with and adjacent to the North line of the Grand Canal right-of-way as conveyed to Salt River Valley Water User's Association by Quit Claim Deed recorded in Book 218 of Deeds, page 156 in the Office of the County Recorder of Maricopa County, Arizona.

EXHIBIT B

[SITE PLAN]

Preliminary Site Plans are attached. The location and orientation of the Facility and all components thereof and of the Parking Facilities (including Priority Parking Spaces and Authority Exclusive Spaces) may change upon finalization of the design, location and plans for such improvements.



South 90th Street
47.8 ac. envelope

Proposed center line of
95th alignment. Actual
alignment is subject to
engineering study.

Intersection & Street
Layout subject to
additional analysis.

EXHIBIT B Site Plan
Outside the Study Area
Other than 90th Street
August 11, 2002

NOTE: All dimensions are preliminary. Such that plan subject to
modifications and refinements. Exact information provided by others.
This information requires additional survey information. 11/02

Assumes no parking in
+1-300' flood channel

Future N. Decatur
Interchange

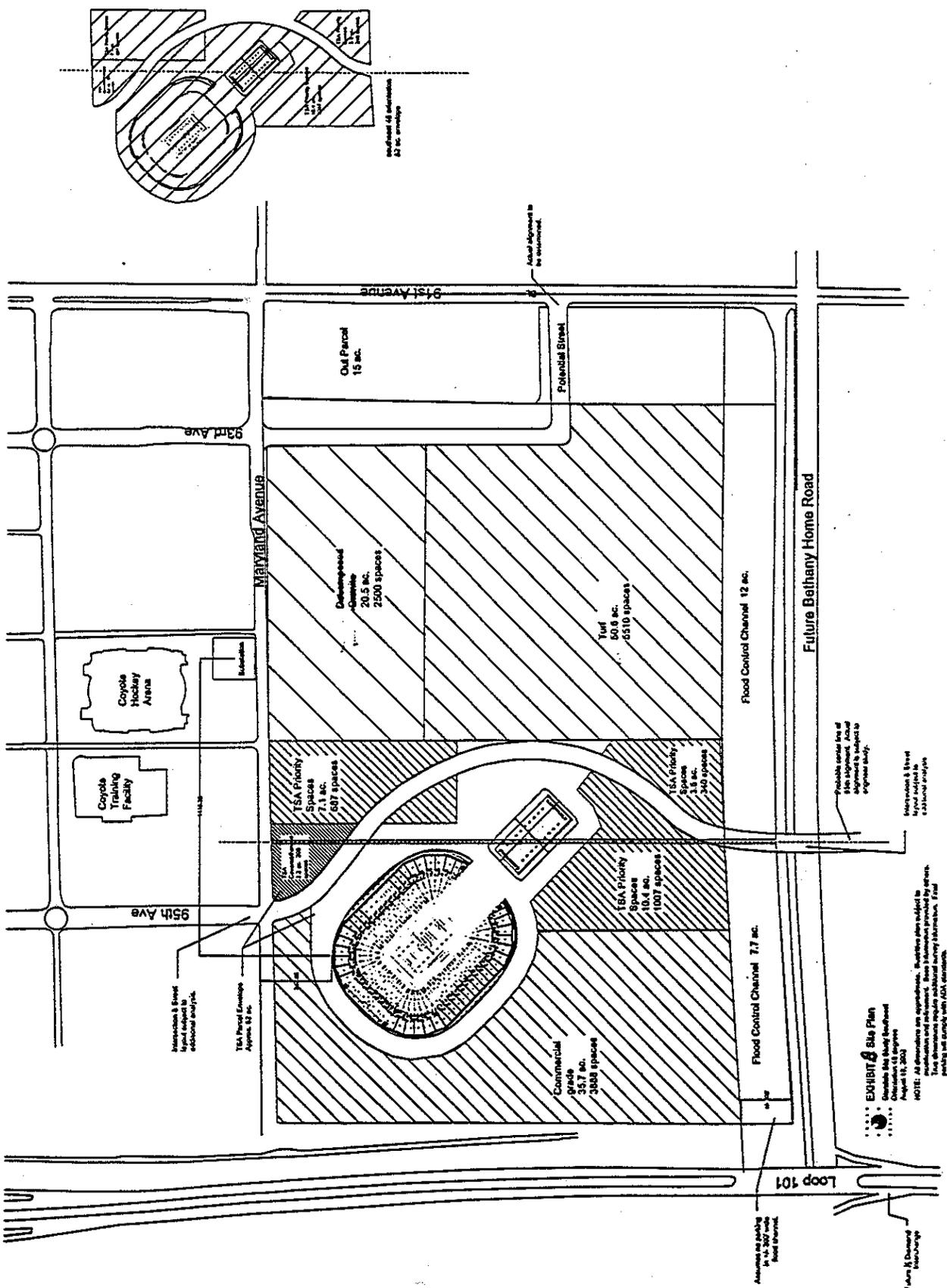


EXHIBIT B Site Plan
 Double Bay Blvd Southwest
 October 18, 2003

NOTE: All dimensions are approximate. Facilities shown subject to final contract. All dimensions and materials shall be subject to change without notice. The above information is provided for informational purposes only. The information is not intended to constitute any offer, solicitation, or recommendation. All dimensions are subject to change without notice.

Final site plan of this project. Actual alignment is subject to engineering study.

Intersections & Street layout subject to additional analysis.

Access to existing Loop 101. Road shown.

Future & Demand interchange

Intersections & Street layout subject to additional analysis.

TSA Parcel Envelope Approx. 12 ac.

Commercial grade
 35.7 ac.
 3888 spaces

TSA Priority Spaces
 10.4 ac.
 1007 spaces

TSA Priority Spaces
 3.8 ac.
 260 spaces

Turf
 80.8 ac.
 6510 spaces

Decontamination Chamber
 20.5 ac.
 2500 spaces

Old Parcel
 15 ac.

Flood Control Channel 12 ac.

Flood Control Channel 7.7 ac.

Future Bathany Home Road

91st Avenue

93rd Ave

95th Ave

MAYFIELD AVENUE

Potential Street

Actual alignment to be determined.

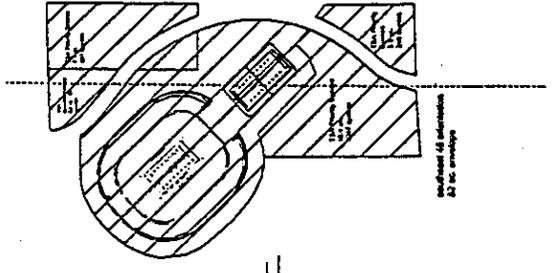


EXHIBIT C

[SPECIAL WARRANTY DEED]

When recorded, return to:

Fennemore Craig, PC.
Attn: Sarah A. Strunk, Esq.
3003 North Central Ave, Suite 2600
Phoenix, Arizona 85012

Exempt from the affidavit and fee
requirements per A.R.S. § 11-1134A.3

SPECIAL WARRANTY DEED

For good and valuable consideration, _____ ("Grantor"),
hereby conveys (subject to the reversion condition specified on "Exhibit "C" attached hereto) to
the **TOURISM AND SPORTS AUTHORITY**, a corporate and political body of the State of
Arizona ("Grantee") that certain parcel of real property situated in Maricopa County, Arizona,
together with all rights and privileges appurtenant thereto:

The property described on Exhibit "A" attached hereto and
incorporated herein by this reference (the "Property");

Subject to the items set forth on Exhibit B attached hereto and subject to the reversion
condition described on Exhibit "C" attached hereto, Grantor binds itself and its successors to
warrant the title against its acts and none other.

Dated this _____ day of _____, 2002.

"GRANTOR"

EXHIBIT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, 2002, before me, the undersigned officer, personally appeared _____, the _____ of _____, a _____, and he or she, in such capacity, being authorized so to do, executed the forgoing instrument for the purposes therein contained on behalf of that entity.

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

Notary Public

NOTARY SEAL:

EXHIBIT "A"

Legal Description

EXHIBIT "B"

Title Exceptions

EXHIBIT "C"

Reversion Condition

The Property shall revert to the Grantor sixty (60) years from the Operations Start Date, as defined in that Development and Disposition and Intergovernmental Agreement between Grantor and Grantee dated _____, 2002 and recorded _____ 2002 with the County Recorder of Maricopa County Arizona at Document Number _____ (the "Development Agreement"); provided that such reversion of the Property to the Grantor shall occur prior to such date upon certain conditions as follows:

1. Upon a required reversion under the provisions of Section 14.3 of the Development Agreement, or any termination of the Development Agreement under the provisions of Section 20.9 of the Development Agreement, or any election of the Grantor to cause a reversion pursuant to Section 4.3.1 of the Development Agreement.
2. Upon the Grantee utilizing the Property for any purpose other than those that the Grantee, its successor and assigns, is authorized to engage in under Arizona Revised Statutes, Sections 5-801 and 5-807 (as such statutes exist as of the date of the Development Agreement) and any such unauthorized use does not cease within 60 days of written notice thereof from Grantor to Grantee, or
3. Pursuant to the following:

A reversion notice may be given by Grantor (i) following expiration of the thirty (30) year period after the Operations Start Date (the "Initial 30-Year Term"), if Cardinals Use Agreement (as defined in the Development Agreement) is not in effect but the Fiesta Bowl Use Agreement (as defined in the Development Agreement) remains in effect and the Grantee does not hold Events (as defined in the Development Agreement) which are attended by a minimum average amount of 150,000 patrons per year in addition to patrons attending the Fiesta Bowl (as defined in the Development Agreement), calculated based on the aggregate attendance at Events over a three (3) year period, with the reversion notice, in such case to be effective when given; or (ii) following expiration of the Initial 30 Year Term, if during such time as both the Cardinals Use Agreement and Fiesta Bowl Use Agreement are no longer in effect (the "Final Period") and the Grantee fails to hold Events which are attended by a minimum average amount of 500,000 patrons per year (which must include at least eight (8) Events with at least 35,000 patrons attending each event), calculated based on the aggregate attendance at Events over a three (3) year period, with the reversion notice, in such case, to be effective when given (or if in the first year of the Final Period the Grantee fails to hold Events which are attended by a minimum of 500,000 patrons including such minimum of eight Events attended by at least 35,000 patrons each and the Grantee is not able to reasonably demonstrate to the Grantor that such minimum average annual attendance of 500,000 plus such eight events of at least 35,000 patrons each will be obtained over such three year period, then a reversion notice may be given effective as of the end of such first year of the Final Period). Upon the giving of a reversion notice, the reversion shall occur effective on the first to occur of (i) twenty-four (24) months after the effective date of

the reversion notice, or (ii) one week after the occurrence of last Event booked for the Facility (with bookings after the giving of a reversion notice being subject to the provisions of the Development Agreement). After giving a reversion notice, the Grantor may elect in writing to assume all obligations and liabilities under all future Events booked for the Facility (as defined in the Development Agreement) by a written agreement to that effect provided to the Grantee (a "Grantor Assumption"). In the event of a Grantor Assumption, the reversion shall occur within 30 days after the Grantor Assumption.

Upon any reversion specified in this Exhibit C, the Grantee shall, at its own cost, cause all improvements on the Property to be razed.

EXHIBIT D

[EVENT STAGING LICENSE AGREEMENT]

When recorded return to:

Fennemore Craig, P.C.
3003 North Central Avenue
Suite 2600
Phoenix, Arizona 85012-2913
Attention: Sarah A. Strunk, Esq.

EVENT STAGING AREA LICENSE AGREEMENT

between

CITY OF GLENDALE, ARIZONA

and

TOURISM AND SPORTS AUTHORITY

Dated: September 3, 2002

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EVENT STAGING AREA LICENSE AGREEMENT

THIS **EVENT STAGING AREA LICENSE AGREEMENT** is entered into as of the 3rd day of September, 2002, by and between the **CITY OF GLENDALE, ARIZONA**, a municipal corporation, and the **TOURISM AND SPORTS AUTHORITY**, existing pursuant to the provisions of the Act as a corporate and political body of the State of Arizona and, except as otherwise limited, modified or provided by the Act, as a tax levying public improvement district.

RECITALS:

A. The City or its designee is the owner of the Event Staging Area. The location of the Event Staging Area is described on Exhibit A hereto.

B. The City and the Authority have entered into the Development Agreement. Capitalized terms used in this Agreement but not otherwise defined in this Agreement have the meanings given to such terms in the Development Agreement.

C. The Development Agreement requires the Parties to enter into this Agreement.

D. The Authority acknowledges that the City may assign or delegate all or portions of its duties and responsibilities under this Agreement (including to a community facilities district or a municipal property corporation) but no such delegation or assignment shall relieve the City of its liability under this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants, conditions and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

"Act" shall mean A.R.S. §§5-801 et seq., as amended or modified from time to time.

"Act of Bankruptcy" means the filing by or against a Party of a petition in bankruptcy under the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq., and all future acts supplemental thereto or amendatory thereof or the commencement of a proceeding by or against a Party as debtor under any other applicable law for the relief of debtors.

"Agreement" means this Event Staging Area License Agreement, as it may be amended and supplemented from time to time.

"Authorized Assignee" means as defined in Section 12.1.

"Authorized Assignment" means as defined in Section 12.1.

"Authority" means the Tourism and Sports Authority, existing pursuant to the provisions of the Act as a corporate and political body of the State of Arizona and, except as otherwise limited, modified or provided by the Act, as a tax levying public improvement district.

"Authority Improvements" means as defined in Section 4.7.

"Authority Indemnified Parties" means the Authority and its officials (including elected officials), constituents, employees, agents, professional advisers, authorized representatives, successors, assigns and other Persons liable by, through or under the Authority.

"City" means the City of Glendale, Arizona, a municipal corporation.

"City Indemnified Parties" means the City and its officials (including elected officials), constituents, employees, agents, professional advisers, authorized representatives, successors, assigns and other Persons liable by, through or under the City.

"Claim" or "Claims" means any and all obligations, debts, covenants, conditions, representations, costs, charges, expenses, fines, damages, penalties, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including, without limitation, reasonable attorneys' fees and litigation and court costs, professional consultant's fees, and disbursements, and reasonable investigative and discovery costs.

"Cleanup Plan" means as defined in Section 9.3.

"Default" means as defined in Section 11.1.

"Default Rate" means an interest rate per annum equal to the greater of (a) twelve percent (12%) per annum or (b) two percentage points over the prime rate then published in the Wall Street Journal or a reasonably equivalent rate selected by the City if the Wall Street Journal is no longer published, but in no event an amount greater than permitted by law.

"De Minimis Amounts" means Hazardous Substances (a) being stored for future use on the Event Staging Area or (b) being used on the Event Staging Area in such quantities and in such a manner that as to clause (a) and clause (b), (i) do not constitute a violation of any Environmental Law, and (ii) are customarily employed in or associated with similar businesses or activities as conducted by the Authority.

"Development Agreement" means the Development and Disposition and Intergovernmental Agreement, dated as of September 3, 2002 by and between the City and the Authority, as it may be amended and supplemented from time to time.

"Environmental Law" means any applicable federal, state, or local law, statute, ordinance, rule, regulation, policy, guidance, order, judgment, or decision of any Governmental Authority relating to the protection of the environment or to any emission, discharge, generation, processing, storage, use, holding, abatement, existence, Release, threatened or potential Release, or transportation of any Hazardous Substance, including any disclosure or reporting obligation thereof, whether to be disclosed or reported to any Governmental Authority or whether a report or record is required to be maintained internally, including, without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300h *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Arizona Water Quality Assurance Revolving Fund, A.R.S. §49-281 *et seq.*; the Arizona Water Quality Control Program, A.R.S. §49-201 *et seq.*; and the Arizona Underground Storage Tank Law, A.R.S. §49-101 *et seq.*, as amended now and as may be amended in the future; and (b) all other Legal Requirements pertaining to reporting, licensing, permitting, approving, investigation, or remediation of emissions, discharges, Releases, or threatened or potential Releases of Hazardous Substances into, onto, or beneath the air, surface water, ground water, or land, or relating to the manufacture, processing, distribution, sale, use, treatment, receipt, storage, disposal, transport, or handling of Hazardous Substances.

"Event Staging Area" means that certain real property located in the City of Glendale, County of Maricopa, State of Arizona that, subsequent to the date hereof, shall be mutually designated in writing by the Authority and the City as the "Event Staging Area" pursuant to the designation procedure described on Exhibit A hereto. Once so designated by the Parties, the designated Event Staging Area shall be the "Event Staging Area" for purposes of this Agreement.

"Governmental Authority" means the State of Arizona, City of Glendale or other political subdivisions thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including without limitation, any governmental authority, agency, department, board, commission, or instrumentality of the United States, the State of Arizona, City of Glendale, or any political subdivisions thereof.

"Hazardous Substances" means any substance that (a) is or contains asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum or petroleum-derived substances or wastes, radon gas, or related materials, (b) requires investigation, removal or remediation or for which there are restrictions, regulations or rules pursuant to any Environmental Law regarding its use, handling or disposal, under any Environmental Law, or is defined, listed, or identified as a "hazardous waste," "Hazardous Substance," "contaminant," "toxic substance," "toxic material," "pollutant," or "hazardous substance," thereunder, or (c) is toxic, explosive, corrosive, flammable, infectious, radiologically contaminated, carcinogenic, mutagenic, or otherwise hazardous and is regulated by any Governmental Authority or Environmental Law.

"Impositions" means all:

- (a) Taxes, including without limitation:

(i) Property taxes;

(ii) Sales, transaction privilege, license, excise, or similar taxes, including those imposed upon the City or the Authority by reason of the privilege of the use or occupancy of the Event Staging Area for the Permitted Use; provided, however, that Third Party Transaction Taxes are not included within the definition of Impositions; and

(iii) All new taxes imposed, levied or charged in lieu of or in addition to existing taxes by virtue of present or future law or Governmental Authority in connection with the ownership, use, occupancy or possession of the Event Staging Area;

(b) Assessments (including without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Term hereof); and

(c) Excises, levies, license fees, permit fees, inspection fees, other authorization fees, and other charges and governmental impositions incurred in connection with the Authority's occupancy, use or possession of or activity conducted on the Event Staging Area or any part thereof;

in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind and character (including all interest and penalties thereon) which at any time during or in respect of the Term hereof may be charged, assessed, levied, confirmed or imposed on or in respect of or be a lien upon: (i) the Event Staging Area or any part thereof or any payments paid pursuant to this Agreement or any part thereof; or (ii) any occupancy, use or possession of or activity conducted on the Event Staging Area or any part thereof pursuant to this Agreement. Impositions shall not include any succession, transfer, gift, franchise, income, or excess profits tax levied or imposed upon a Party. "Impositions" shall not include, and a Party shall not be liable or responsible for, any Party-Specific Taxes of the other Party and taxes for which the first Party qualifies for an exemption due to such Party's status as a governmental entity (provided such Party maintains such status), unless such Party has agreed in the Development Agreement to pay such taxes notwithstanding its governmental status.

"Insurance Requirements" means all terms of any insurance policy covering or applicable to the Event Staging Area or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Event Staging Area or any part thereof or any use or condition of the Event Staging Area or any part thereof.

"Legal Requirements" means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, precedents, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal, and other governments, departments, commissions, boards, courts, authorities, officials and officers of every nature and description and all covenants, conditions, restrictions or other requirements duly and validly

imposed by or pursuant to any declaration which may at any time be applicable to the Authority, the City, or the Event Staging Area or any part thereof, including without limitation, Environmental Laws; subject, however, to any provisions of the Development Agreement that may limit the applicability of any Legal Requirement; provided, further, that the City will impose no extraordinary plan or review requirements or other Legal Requirements on the Authority not otherwise applicable generally to commercial enterprises and developments within the City.

"Mega Event" means an NFL playoff game, a Super Bowl game, a Fiesta Bowl game, an NCAA Final Four basketball tournament game, a World Cup soccer game, a national political party convention, any other event mutually designated by the Parties as a "Mega Event" or an event for which: (i) the event location is normally determined in advance of one (1) year before the event; and (ii) a local host organization is typically formed to facilitate hosting the event; and (iii) event staging areas are typically provided to the event sponsor.

"Mega Event Staging Notice" means as defined in Section 2.6.2.

"Mega Event Use Period" means as defined in Section 2.6.2.

"Party" or "Parties" shall mean the City and/or the Authority.

"Party-Specific Taxes" means any succession, transfer, gift, franchise, income, or excess profits tax levied or imposed only upon a Party.

"Permitted Use" means as defined in Section 2.6.1.

"Person" means any natural person, corporation, partnership, trust, Governmental Authority, limited liability company or other person or entity.

"Release" or "Released" means any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing and the like, including without limitation, the moving of any materials through, into or upon, any land, soil, surface water, ground water, or air, or otherwise entering into the environment.

"Remediation Costs" means and include any and all costs incurred in connection with any investigation of all or any portions of the Event Staging Area or other real property owned by the City or owned or leased by the Authority, as applicable, or any clean-up, removal, repair, remediation, detoxification or restoration of the Event Staging Area or other real property owned by the City or owned or leased by the Authority, as applicable, and the preparation of any closure or other plans (including a Cleanup Plan) required or permitted by any Governmental Authority for the Event Staging Area or other real property owned by the City or owned or leased by the Authority, as applicable, to comply with Environmental Laws (including, but not limited to, reasonable attorneys' fees and consultants' fees and costs).

"Reserved Rights" means as defined in Section 2.7.2.

"Site Plan" means the site plan that is attached to this Agreement as Exhibit B.

"Team" means B&B Holdings, Inc. d/b/a Arizona Cardinals and its successors and assigns.

"Term" means as defined in Section 3.1.

"Third Party Transaction Taxes" means taxes payable in connection with transactions involving third parties, such as transaction privilege taxes on parking fees paid by third parties.

"Third Party Work" means as defined in Section 5.2.3.

ARTICLE 2 GRANT OF LICENSE; PERMITTED USES

2.1 Grant of License. The City hereby grants to the Authority an exclusive license to use the Event Staging Area for the Permitted Use during each Mega Event Use Period wholly occurring during the Term, all upon the terms and conditions set forth in this Agreement. The Authority accepts the grant of the license pursuant to this Agreement and agrees to be bound by the terms and conditions of this Agreement. This Agreement and the license to use the Event Staging Area granted pursuant hereto are subject to (a) reservations in patents and all rights-of-way, easements, covenants, conditions, restrictions, obligations, and liabilities of record as of the date hereof, and (b) all Legal Requirements. With respect to the matters in clause (a), the City warrants and represents that no such matter will interfere, in any material way, with the rights granted to the Authority pursuant to this Agreement.

2.2 Disclaimer as to Event Staging Area. Subject only to the terms of this Agreement, the Authority is accepting the Event Staging Area in its existing condition at the date of its designation as the "Event Staging Area" pursuant to Exhibit A hereto, "AS-IS," "WHERE IS," and "WITH ALL FAULTS". Except as provided in this Agreement, the City has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, or, as to, concerning or with respect to (a) value of the Event Staging Area; (b) the suitability of the Event Staging Area for the Permitted Uses; or (c) the nature, quality or condition of the Event Staging Area, including, without limitation, the water, soil and geology; provided, however, this Section 2.2 shall not in any way release the City from or limit the City's obligation to provide a substitute Event Staging Area pursuant to Section 2.5 hereof.

2.3 Paid Up Nature of License. The license granted pursuant to this Agreement is fully paid for the entire Term and no additional consideration shall be due from the Authority to the City for the license; provided, however, that this provision shall not in any way release the Authority from any of its obligations under this Agreement to make the payments otherwise provided for in this Agreement and to perform its other obligations and duties under this Agreement.

2.4 No Requirement to Make Improvements. The Authority acknowledges that the City is not required to make any improvements to the Event Staging Area pursuant to the terms of either this Agreement or the Development Agreement.

2.5 Substitute Event Staging Area. If at any time during the Term the Event Staging Area is not available to the Authority for the Permitted Use, for any reason whatsoever including, but not limited to, casualty loss or partial or total condemnation, the City shall provide a suitable substitute area for the Authority's use. The suitable substitute area so provided shall be mutually determined by the Parties from the list of properties and with the order of priority described on Exhibit A hereto.

2.6 Permitted Use; Mega Event Staging Notice.

2.6.1 Permitted Use. The license is granted for the purpose of staging the Mega Event referred to in the applicable Mega Event Staging Notice, including, without limitation, the right to place trailers, tents, equipment, materials and other staging equipment on the Event Staging Area and to use the Event Staging Area for purposes ancillary to the Mega Event at all times during the Term (the "Permitted Use"). The Permitted Use also includes the right of the Authority to use the Event Staging Area for the purpose of constructing a temporary fence along the boundary of or anywhere within the Event Staging Area as the Authority deems appropriate.

2.6.2 Mega Event Staging Notice. The Authority shall be required to give the City at least 90 days advance written notice (or, in the case of an NFL playoff game, within twenty-four (24) hours of such NFL playoff game being scheduled), of any Mega Event for which the Authority requires the use of the Event Staging Area for the Permitted Use (a "Mega Event Staging Notice"). Such Mega Event Staging Notice shall (a) identify the Mega Event for which the use of the Event Staging Area is required; and (b) identify the date of the Mega Event and the proposed "Mega Event Use Period" for the particular Mega Event.

2.7 Reserved Rights. The Authority's rights under this Agreement are to use the Event Staging Area for the Permitted Uses in accordance with the terms and conditions of this Agreement. Subject only to rights granted to the Authority pursuant to this Agreement:

2.7.1 The Authority shall have no right, title or interest whatsoever to the Event Staging Area or any interest therein; and

2.7.2 The City shall have the right to use the Event Staging Area and all improvements thereon as the City shall determine in its sole discretion (the rights described in this Section 2.7.2 being referred to as the "Reserved Rights").

ARTICLE 3 TERM

3.1 Term. The term of this Agreement (the "Term") shall commence on the date hereof and shall expire upon the termination of the Development Agreement pursuant to Section 14.2 of the Development Agreement. Upon the expiration of the Term, this Agreement shall terminate and the Authority shall have no further rights whatsoever to the Event Staging Area or any interest therein.

3.2 Possession. Possession of the Event Staging Area for the Permitted Use for a particular Mega Event shall be delivered to the Authority upon the commencement of the Mega Event Use Period with respect thereto and shall be returned to the City at the conclusion of such Mega Event Use Period in the manner provided in Section 3.4.

3.3 Title to Improvements. Except as otherwise provided in Section 3.4, fee title to all improvements and fixtures located on the Event Staging Area, together with all additions, alterations and improvements thereto shall be and remain in the City during the Term and thereafter; provided, however, that the terms of this Section shall not apply to the items of property that the Authority is obligated to remove pursuant to Section 3.4.

3.4 Obligations to Remove Property. Prior to the expiration of each Mega Event Use Period, the Authority shall, at the Authority's sole expense and unless otherwise directed by the City with respect to the Authority Improvements, remove all Authority Improvements, trade fixtures, equipment and personal property installed, maintained or used in or about the Event Staging Area by the Authority or any of the Authority's contractors or invitees, and the Event Staging Area shall be restored by the Authority as nearly as reasonably possible to the condition it was in on the date of commencement of the Mega Event Use Period, reasonable wear and tear and casualty and condemnation loss excepted. If any of the foregoing items are left on the Event Staging Area following expiration of a particular Mega Event Use Period, the City may, after reasonable notice to the Authority and an opportunity for the Authority to remove such property, treat such property as abandoned by the Authority. In addition to any other rights and remedies available to the City, the City, at the City's option and without any further notice to the Authority, may either sell any such property and retain all of the proceeds of sale without any accounting to the Authority or the City may store such property, on or off of the Event Staging Area, in the Authority's name and at the Authority's expense. The Authority agrees to pay such amounts to the City within ten (10) days of receipt of an invoice from the City.

ARTICLE 4 LICENSEE'S OBLIGATIONS

4.1 Designated Use. The Authority agrees to use the Event Staging Area solely for the Permitted Use. The Authority will not use or permit the Event Staging Area to be used for any other purpose whatsoever without the City's prior written consent, such consent not to be unreasonably withheld or delayed.

4.2 Compliance with Requirements. At all times when using the Event Staging Area for the Permitted Use, the Authority agrees to comply promptly, in all respects, with all Legal Requirements and Insurance Requirements affecting the Event Staging Area. The Authority hereby agrees to indemnify and hold each of the City Indemnified Parties harmless for, from and against any and all Claims that may be imposed upon or incurred by or asserted against any of the City Indemnified Parties by reason of the violation of the provisions of this Section 4.2. This indemnity will survive the expiration or earlier termination of this Agreement.

4.3 Maintenance and Care. At all times when using the Event Staging Area for the Permitted Use, the Authority shall provide the following services at its sole cost and expense:

4.3.1 Security within the Event Staging Area and traffic control to and from the Event Staging Area. The Authority and the City will cooperate and coordinate traffic control and ingress to and egress from the Facility Property and the Event Staging Area; provided, however, the City, after giving due consideration to any recommendations of the Authority (and the Team with respect to Cardinals Home Games (as defined in the Development Agreement)), shall determine and control all operations on public rights-of-way.

4.3.2 Cleaning the Event Staging Area of all trash and debris after each Mega Event at the Facility, including removing all papers, debris, filth and refuse and otherwise cleaning the Event Staging Area as necessary so that the Event Staging Area is returned to the condition it was in prior to the Event. If any repairs to or restoration of the Event Staging Area (*i.e.*, filling in tire ruts with sod, repairing broken sprinkler lines, and so forth) are required as a result of use of the Event Staging Area for a Mega Event by the Authority, its employees, agents, contractors, licensees, or invitees, the Authority shall reimburse the City for the reasonable costs of such repair or restoration within fifteen (15) days of receipt of an invoice for the costs of such repair or restoration; provided, however, the Authority shall not be required to pay the costs of repair or restoration associated with normal wear and tear of the Event Staging Area.

4.4 Waste. Neither the City nor the Authority shall commit or suffer to be committed any waste of the Event Staging Area.

4.5 Utilities. The Authority agrees to pay, when due, and to indemnify, defend and hold each of the City Indemnified Parties and the Event Staging Area harmless for, from and against any and all Claims relating to, all charges for water, sewer, gas, electricity, telephone, and all other utility services of every kind and nature supplied to and used by or on behalf of the Authority on the Event Staging Area, including all connection fees and/or pending assessment charges.

4.6 Alterations and Improvements. Except as otherwise provided in the Development Agreement, the Authority shall not remove, demolish or impair any existing improvements or fixtures on the Event Staging Area without the City's prior written consent, which consent shall not be unreasonably withheld or delayed. The Authority shall also not construct any new or additional permanent improvements or fixtures to the Event Staging Area without the City's prior written consent, which consent shall not be unreasonably withheld or delayed. Any improvements or fixtures constructed on the Event Staging Area by or on behalf of the Authority with the permission of the City are referred to as the "Authority Improvements".

ARTICLE 5 ENCUMBRANCES; MECHANICS LIENS

5.1 No Encumbrances. During the Term, the Authority shall not cause or permit any lien, claim, charge or encumbrance of any nature or description whatsoever to attach to or encumber the Event Staging Area or any part thereof.

5.2 Mechanics' Liens.

5.2.1 No Liens. The Authority shall not create or suffer to be created or to remain, and shall within sixty (60) days after notice of the filing thereof pay in full and discharge or provide bonding sufficient to obtain the release of any mechanic's, laborer's or materialmen's lien which might be or become a lien, encumbrance or charge upon the City's interest in the Event Staging Area or any part thereof or the income therefrom, and the Authority will not suffer any other matter or thing arising out of the Authority's use and occupancy of the Event Staging Area whereby the estate, rights and interests of the City in the Event Staging Area or any part thereof might be impaired, other than as a result of work performed by the City, its agents, servants, contractors, licensees or employees.

5.2.2 Discharge. If any mechanic's, laborer's or materialmen's lien shall at any time be filed against the Event Staging Area or any part thereof, the Authority, within sixty (60) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. The Authority shall immediately notify the City in writing of any such lien that might attach or be claimed at any time and of its action to either satisfy or obtain the release of the lien. If the Authority shall fail to cause such lien to be released or discharged within the period aforesaid, then, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the release of such lien by bonding or other means, and any amount so paid by the City and reasonable costs and expenses incurred by the City in connection therewith shall be payable by the Authority to the City within thirty (30) days of payment of such amounts by the City.

5.2.3 No Implied Consent. Nothing contained in this Agreement shall be deemed or construed in any way as constituting the City's express or implied authorization, consent or request to any contractor, subcontractor, laborer or materialman, architect or consultant for the construction or demolition of any improvement, the performance of any labor or services or the furnishing of any materials for any improvements, alterations to or repair of the Event Staging Area or any part thereof (all such work being described collectively as "Third Party Work").

ARTICLE 6 IMPOSITIONS; THIRD PARTY TRANSACTION TAXES

6.1 Obligation to Pay. The City shall pay or cause to be paid all Impositions described in clauses (a)(i) and (b) of the definition of Impositions, if any. The Authority shall pay or cause to be paid, when due, all Impositions that relate to a specific Mega Event or that would not otherwise be incurred but for the Mega Event, except to the extent that, pursuant to the Development Agreement, the City is obligated to rebate to the Authority transaction privilege taxes generated from taxable activities conducted on the Event Staging Area.

6.2 Third Party Transaction Taxes. Any Third Party Transaction Taxes imposed by any Governmental Authority in connection with the use and occupancy of the Event Staging

Area or any business conducted thereon during the Term shall be the obligation of and shall be paid when due by the party upon whom such tax is levied pursuant to applicable law.

ARTICLE 7 INSURANCE AND INDEMNITY

7.1 Commercial General Liability Insurance.

7.1.1 *The Authority.* Prior to the commencement of each Mega Event and throughout the entire duration of the Mega Event Use Period for such Mega Event, the Authority shall procure and then maintain in effect, or cause to be procured and maintained in effect throughout the Mega Event Use Period, commercial general liability insurance with a broad form general liability endorsement insuring the Authority against claims for personal injury or death and property damage or destruction arising out of such insured Party's negligent acts or omissions in its use, occupancy, maintenance, or operation of the Event Staging Area, any improvement upon the Event Staging Area, or the ways adjacent to the same. Said insurance shall also contain broad form contractual liability coverage insuring all of the Authority's indemnity obligations under this Agreement and "products-completed operations hazard coverage", an "additional insured-managers or lessors of premises" endorsement, and a "liquor liability" endorsement. The insurance shall be in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate, subject to adjustment from time to time as the City and the Authority may reasonably require. The City shall be named as an additional insured on such liability policy. The Authority agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Authority may be held responsible for the payment of damages to persons or property resulting from the Authority's activities, or the activities of its agents, contractors, or invitees or the activities of any other Person or Persons for which the Authority is otherwise responsible. All insurance to be carried by the Authority shall contain a provision that it is primary insurance and that it is non-contributory with any other insurance available to protect the interest of the additional insured.

7.1.2 *The City.* Prior to the commencement of the first Mega Event Use Period and throughout the entire duration of the Term, the City shall procure and then maintain in effect, or cause to be procured and maintained in effect, commercial general liability insurance with a broad form general liability endorsement insuring the City against claims for personal injury or death and property damage or destruction arising out of such insured Party's negligent acts or omissions in its use, occupancy, maintenance, or operation of the Event Staging Area, any improvement upon the Event Staging Area, or the ways adjacent to the same. Said insurance shall also contain broad form contractual liability coverage insuring all of the City's indemnity obligations under this Agreement and "products-completed operations hazard coverage" and an "additional insured-managers or lessors of premises" endorsement. The insurance shall be in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate, subject to adjustment from time to time as the City and

the Authority may reasonably require. The City agrees that provisions of this Section as to maintenance of insurance shall not be construed as limiting in any way the extent to which the City may be held responsible for the payment of damages to persons or property resulting from the City's activities, or the activities of its agents, contractors, or invitees or the activities of any other Person or Persons for which the City is otherwise responsible.

7.1.3 Single Insurance Program. The Parties agree to cooperate with each other in establishing a single liability insurance program such that the commercial general liability insurance that each Party is required to carry pursuant to this Section 7.1 would be covered in a single policy, with the Parties sharing the premiums payable under such policy as they may mutually agree; provided, however, that the Parties are not under any obligation to agree on the terms of the single liability insurance program.

7.2 Policy Requirements. All insurance required hereby shall be by valid and enforceable policies issued by insurance companies rated not lower than A- VIII in Best's Rating Guide (most current edition) and authorized to do business in Arizona. The policy of insurance of each Party shall satisfy the requirements set forth in Section 7.1 and shall also be endorsed (a) to provide that the coverage shall not be invalid due to any act or omission of the other Party or its agents or employees, and (b) to provide that the limitation of liability provisions set forth in Section 7.5 shall not invalidate or have any adverse effect on the insuring agreements or liability of the insurer under the policy. The insurance companies issuing such insurance shall agree to notify the other Party in writing of any cancellation, alteration or nonrenewal of the policy at least thirty (30) days prior thereto.

7.3 Self-Insurance. Notwithstanding the provisions of Section 7.2, the obligations of the City with respect to the insurance specified in this Article may be satisfied by the existence of a self insurance program containing the same coverages and elements specified herein with respect to third party insurance.

7.4 Evidence of Coverage and Payment of Premiums. The Authority shall provide the City with copies of all insurance policies required of the Authority by this Article and shall provide the City with evidence of payment of premiums therefor prior to the commencement of each Mega Event Use Period. The City shall provide the Authority with copies of all insurance policies required of the City by this Article (or evidence of self-insurance if allowed by this Article) and shall provide the Authority with evidence of payment of premiums therefor prior to the commencement of the first Mega Event Use Period and throughout the Term.

7.5 Limitation on Liability. The Authority and the City shall not be liable one to the other or to any insurance company (by way of subrogation or otherwise) insuring any Party for any loss, damage, or destruction to property or injury or death to persons, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss, damage, destruction, injury, or death might have been occasioned by the negligence of such Party or its agents or employees, if any such loss, damage, destruction, injury, or death is covered by insurance benefiting the Party suffering such loss, damage, destruction, injury, or death; provided, however, that any limitation on the liability of the City or the Authority pursuant to the preceding shall only be to the extent of available insurance.

7.6 Certain Insurance Not Required. Nothing in this Agreement shall be deemed to require either Party to obtain or maintain any insurance covering earthquake, flood or losses to improvements on real property.

7.7 Indemnification.

7.7.1 Indemnification Obligations. Each Party (an "Indemnifying Party") hereby indemnifies, holds harmless and agrees to defend each of the City Indemnified Parties or the Authority Indemnified Parties, as the case may be (each an "Indemnified Party"), for, from and against all Claims on account of injury to persons, loss of life, or damage or destruction to property occurring in or on the Event Staging Area and on the ways immediately adjoining the Event Staging Area:

(a) By the Authority—Mega Event Use Periods. In the case of the Authority, as the Indemnifying Party, caused by or arising out of any of the following, to the extent occurring during a Mega Event Use Period or otherwise relating to a Mega Event or other Permitted Use:

(i) Any acts or omissions of the Authority, its agents, servants, contractors, employees, licensees or invitees;

(ii) Any use, non-use, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Event Staging Area or any improvements thereon or any nuisance made or suffered thereon by any Person;

(iii) Any fire, accident, injury (including death) or damage to any person or property occurring in, on or about the Event Staging Area or improvements or any part thereof; and

(iv) Any lien or Claim which may be alleged to have arisen against or on the Event Staging Area or improvements thereon or any part thereof or any of the assets of, or funds appropriated to, any City Indemnified Party or any liability which may be asserted against any City Indemnified Party with respect thereto to the extent arising, in each such cause, out of the acts or omissions of the Authority, its agents, servants, contractors, employees, licensees, or invitees.

(b) By the City—Event Use Periods. In the case of the City, as the Indemnifying Party, caused by or arising out of the negligence or willful misconduct of the Indemnifying Party, its agents, servants, contractors, employees, licensees or invitees, to the extent occurring during a Mega Event Use Period.

(c) By the City—Non Event Use Periods. In the case of the City, as the Indemnifying Party, caused by or arising out of any of the following, to the extent occurring at times when the City is using the Event Staging Area pursuant

to its Reserved Rights and other than during or related to any Mega Event or other Permitted Use:

(i) Any acts or omissions of the City, its agents, servants, contractors, employees, licensees or invitees;

(ii) Any use, non-use, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Event Staging Area or any improvements thereon or any nuisance made or suffered thereon by City, its agents, servants, contractors, employees, licensees or invitees;

(iii) Any fire, accident, injury (including death) or damage to any person or property occurring in, on or about the Event Staging Area or improvements or any part thereof; and

(iv) Any lien or Claim which may be alleged to have arisen against or on the Event Staging Area or improvements thereon or any part thereof or any of the assets of, or funds appropriated to, any Authority Indemnified Party or any liability which may be asserted against any Authority Indemnified Party with respect thereto to the extent arising, in each such cause, out of the acts or omissions of the City, its agents, servants, contractors, employees, licensees, or invitees.

(d) By the Authority—Non-Event Use Periods. In the case of the Authority, as the Indemnifying Party, caused by or arising out of the negligence or willful misconduct of the Indemnifying Party, its agents, servants, contractors, employees, licensees or invitees, to the extent occurring at times when the City is using the Event Staging Area pursuant to its Reserved Rights and other than during or related to any Mega Event or other Permitted Use.

Notwithstanding the foregoing, in no event shall the Indemnifying Party indemnify the Indemnified Party against any injury, loss of life, or damage which is caused by the negligence or willful misconduct of the Indemnified Party, or its or their agents, servants or employees, or contractors or by a breach of the Indemnifying Party of its obligations under this Agreement. The Parties' obligations with respect to indemnification hereunder shall remain effective, notwithstanding the expiration or termination of this Agreement, as to Claims arising or accruing prior to the expiration or termination of this Agreement. Any other provision hereof to the contrary notwithstanding, the Parties' indemnification obligations under this Section 7.7 are subject to the limitation on liability set forth in Section 7.5, to the extent of available insurance.

7.7.2 The Authority's Personal Property. The Authority will hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Event Staging Area at the sole risk of the Authority and save the City harmless from any loss or damage thereto by any cause whatsoever, except to the extent caused by the willful misconduct of the City, its agents, servants, contractors or employees.

7.7.3 **Obligations Not Affected by Insurance.** The obligations of the Authority under this Section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Event Staging Area.

7.7.4 **Defense of Actions.** If any Claim, action or proceeding is made or brought against any City Indemnified Party by reason of any event for which the Authority is liable under this Section 7.7.4, then, upon written demand by the City, the Authority, at its sole cost and expense, shall resist or defend such Claim, action or proceeding in the City's name, if necessary, by such attorneys as the City shall reasonably approve, which may be the attorneys for the Authority's insurance carrier, if such Claim, action or proceeding is covered by insurance. The City agrees that the Authority shall have the right to contest the validity of any and all Claims and defend, settle and compromise any and all such Claims of any kind or character or by whomsoever claimed, in the name of the City, as the Authority may deem necessary, provided that the expenses thereof shall be paid by the Authority and further provided that the City shall be fully indemnified.

7.7.5 **Survival.** The indemnification obligations in this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CASUALTY AND CONDEMNATION

8.1 **Casualty.** The Authority shall not have any right to terminate this Agreement in the event of any casualty loss at the Event Staging Area (whether or not insured), and the Authority waives any provision of law that would grant such a termination right.

8.2 Condemnation.

8.2.1 **Total or Substantial Takings.** If at any time during the Term, title to the whole or substantially all of the Event Staging Area shall be taken in condemnation proceedings or by any right of eminent domain or by agreement in lieu of such proceedings, or a substantial portion of the Event Staging Area is so taken and the remainder of the Event Staging Area cannot feasibly be used or converted for use by the Authority for the Permitted Uses, the City shall provide a suitable substitute area pursuant to Section 2.5.

8.2.2 **Partial Taking.** If title to or any interest in the Event Staging Area shall be taken in condemnation proceedings or by right of eminent domain or by agreement in lieu thereof and such taking is not subject to Section 8.2.1, the Agreement shall continue in full force and effect.

8.2.3 **Disposition of Proceeds.** All compensation awarded or paid upon a total or partial taking of the Event Staging Area will belong to the City, whether such compensation is awarded or paid as compensation for diminution in value of the license

or the fee. The City will not be entitled to any award made to the Authority for loss of business, depreciation to, and cost of removal of the items described in Section 3.4.

8.2.4 Rights of Participation. Each of the City and the Authority shall have the right, at its own expense, to appear in any condemnation proceeding and participate in any and all hearings, trials and appeals therein.

8.2.5 Notice of Proceeding. In the event that either the City or the Authority shall receive notice of any proposed or pending condemnation proceedings affecting the Event Staging Area or any part thereof, the party receiving such notice shall promptly notify the other party of such notice and contents thereof.

8.2.6 No Taking by the City or the Authority. To the extent permitted by applicable Legal Requirements, the City and the Authority each agree they will not exercise their respective rights of condemnation or eminent domain during the Term to acquire any rights in the Event Staging Area other than as established pursuant to this Agreement and the Development Agreement.

ARTICLE 9 ENVIRONMENTAL PROVISIONS

9.1 Duties.

9.1.1 The Authority. The Authority will not dispose of, generate, manufacture, process, produce, Release, store, transport, treat, or use, nor will it permit the disposal, generation, manufacture, presence, processing, production, Release, storage, transportation, treatment, or use of Hazardous Substances (other than De Minimis Amounts) on, under, or about the Event Staging Area. In that connection, the Authority agrees that the Authority will comply and cause all of its agents, employees, contractors, licensees, and invitees to (a) comply with all Environmental Laws; (b) obtain and maintain or cause to be obtained and maintained all permits, licenses, and approvals required under Environmental Laws or otherwise relating to Hazardous Substances; and (c) comply with all conditions and requirements of such permits, licenses, and approvals.

9.1.2 The City. The City will not dispose of, generate, manufacture, process, produce, Release, store, transport, treat, or use, nor will it permit the disposal, generation, manufacture, presence, processing, production, Release, storage, transportation, treatment, or use of Hazardous Substances (other than De Minimis Amounts) on, under, or about the Event Staging Area. In that connection, the City agrees that the City will comply and cause all of its agents, employees, contractors, licensees, and invitees (but excluding the Authority and any other Person with respect to whom the Authority is obligated to indemnify the City Indemnified Parties pursuant to Section 9.2.2) to (a) comply with all Environmental Laws; (b) obtain and maintain or cause to be obtained and maintained all permits, licenses, and approvals required under Environmental Laws or otherwise relating to Hazardous Substances; and (c) comply with all conditions and requirements of such permits, licenses, and approvals.

9.2 Indemnification.

9.2.1 By the City. The City hereby indemnifies, holds harmless and agrees to defend each of the Authority Indemnified Parties for, from and against any and all Remediation Costs arising prior to, during or after the Term on account of or in connection with:

(a) The violation of any Environmental Law by the City, its agents, employees, contractors, licensees or invitees (but excluding the Authority and any other Person with respect to whom the Authority is obligated to indemnify the City Indemnified Parties pursuant to Section 9.2.2);

(b) The presence, use, generation, storage, or Release of Hazardous Substances occurring at any time other than during a Mega Event Use Period or as a result of a Mega Event in, on, under or above the Event Staging Area; and

(c) The breach by the City of any of its obligations under the terms of this Article 9.

Without limiting the foregoing, this indemnification shall include any and all costs incurred in connection with any investigations of the Event Staging Area or any cleanup, removal, repair, remediation, detoxification or restoration and the preparation of any closure or other plans (including the Cleanup Plan, defined later) required or permitted by any Governmental Authority.

9.2.2 By the Authority. The Authority hereby indemnifies, holds harmless and agrees to defend each of the City Indemnified Parties for, from and against any and all Remediation Costs arising during or after the Term on account of or in connection with:

(a) The violation of any Environmental Law by the Authority or its agents, employees, contractors, licensees, or invitees;

(b) The presence, use, generation, storage or Release of Hazardous Substances occurring during a Mega Event Use Period or as a result of a Mega Event in, on, under or above:

(i) The Event Staging Area; or

(ii) Any other real property owned by the City, but only to the extent originating from the Event Staging Area; and

(c) The breach by the Authority of any of its obligations under the terms of this Article 9.

Without limiting the foregoing, this indemnification shall include any and all costs incurred in connection with any investigations of all or any portion of the Event Staging Area or such other real property or any cleanup, removal, repair, remediation,

detoxification or restoration and the preparation of any closure or other plans (including the Cleanup Plan) required or permitted by any Governmental Authority.

9.2.3 Limitation. The indemnification obligations set forth in this Section 9.2 shall exclude the obligation to indemnify a Party for any incidental or consequential damages and shall be solely limited to Remediation Costs.

9.3 Clean Up. If the City or the Authority is responsible for Remediation Costs pursuant to Section 9.2, or if there is a Release of Hazardous Substances (other than De Minimis Amounts) in, on, under or above the Event Staging Area or other real property owned by the City (whether or not originating from adjacent property), the Party which is responsible for the Remediation Costs under Section 9.2 shall promptly conduct a site assessment, take any immediate action required by applicable Legal Requirements for containment of any Release, and prepare and implement a plan for clean-up of the Release and/or Hazardous Substances (other than De Minimis Amounts) (the "Cleanup Plan").

9.4 Survival. The City's and the Authority's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 10 INSPECTION AND RIGHT OF ENTRY

10.1 Inspection and Entry. The City shall have the right at any time and from time to time during the Authority's normal business hours to enter upon the Event Staging Area, or any part thereof, at any time during a Mega Event Use Period to the extent reasonably required for the City to determine whether the Authority is observing and performing its obligations under this Agreement, provided that the City shall give the Authority at least forty-eight (48) hours notice prior to any inspection of any part of the Event Staging Area which is not open to the public and further provided the Authority may require the City to be escorted throughout the Event Staging Area, but the City shall nonetheless have full access. The City shall also have the right to conduct inspections in its governmental capacity pursuant to applicable Legal Requirements. The notice and escort requirements provided for in this Section 10.1 shall not be required if and to the extent that the City has reasonable cause to believe that an emergency exists requiring immediate attention. Any inspection or entry by the City onto the Event Staging Area shall be conducted, to the extent reasonably practicable, in a manner so as to minimize disruption and/or interference with the activities being conducted by the Authority on the Event Staging Area.

ARTICLE 11 DEFAULT AND REMEDIES

11.1 Events Constituting Default. A Party shall be deemed to be in default (a "Default") under this Agreement:

11.1.1 Failure to Pay or Perform. If Such Party (a) breaches any obligation herein or fails to perform any obligation required to be performed by such Party

hereunder in accordance with any time period required for performance, and (b) such Party fails to commence to cure any such breach or failure to perform within thirty (30) days [fifteen (15) days in the event of failure to pay money] after written notice thereof to such Party from the non-defaulting Party, and such cure is not completed within a period of ninety (90) days [fifteen (15) days in the event of failure to pay money] after such written notice; or

11.1.2 Bankruptcy. Upon the occurrence of any Act of Bankruptcy with respect to such Party; provided, however, that the occurrence and pendency of any Act of Bankruptcy shall not constitute an Event of Default for so long as such Party is performing all of its covenants, agreements, obligations, liabilities and duties under this Agreement.

11.2 The Authority's Remedies. If the City is in Default, the Authority may exercise any right or remedy then available in law or equity, other than termination of this Agreement.

11.3 The City's Remedies. If the Authority is in Default, the City may exercise any right or remedy then available in law or equity, other than termination of this Agreement; provided, however, that this limitation on remedies shall not apply to a termination of this Agreement pursuant to the provisions of Section 3.1. Notwithstanding the lack of the City's termination right, the City shall have no obligation to provide the Event Staging Area until the Facility (as defined in the Development Agreement) is constructed pursuant to the Development Agreement.

11.4 Concurrent or Consecutive Remedies. The rights and remedies for a Default may be exercised concurrently or consecutively, from time to time or at any time.

11.5 Partial Cure. No acceptance by a Party of a partial cure of a Default shall diminish such Party's rights and remedies herein for Default, or be deemed a cure or waiver of such Default, unless a waiver of the foregoing is specifically set forth in writing signed by the non-defaulting Party.

11.6 Self-Help Rights. If a Party shall fail to make any payment required to be made under this Agreement or shall default in the performance of any other covenant, agreement, term, provision, limitation or condition herein contained, the other Party, without being under any obligation to do so and without thereby waiving such Default, may make such payment and/or remedy or correct such other Default for the account and at the expense of the defaulting Party. Except as otherwise specifically set forth in this Agreement, the non-defaulting Party shall give the defaulting Party thirty (30) days prior written notice before taking any such action; provided, however, that a non-defaulting Party may take immediate action without notice to the defaulting Party in the event of an emergency or if the possibility of a lien against the Event Staging Area is imminent. Bills for all reasonable expenses and disbursements of every kind and nature whatsoever, including reasonable attorneys' fees and reasonable out-of-pocket expenses, involved in collection or endeavoring to collect any amount due or enforcing or endeavoring to enforce any other right against the defaulting Party under or in connection with this Agreement or pursuant to law, including without limitation any cost, expense and disbursements involved in instituting and prosecuting summary proceedings, as well as bills for any property, material,

labor or services provided, furnished or rendered or caused to be furnished or rendered by the non-defaulting Party to or on behalf of the defaulting Party or with respect to the Event Staging Area, together with interest at the Default Rate from the respective dates of the non-defaulting Party's making of each such payment or incurring of each such cost or expense until paid in full, may be sent by the non-defaulting Party to the defaulting Party immediately or at any time at the non-defaulting Party's option and shall be due and payable in full to the non-defaulting Party immediately upon demand.

ARTICLE 12 ASSIGNMENTS

12.1 Assignment by the Authority. Upon compliance with the requirements of this Article 12, the Authority may assign all, but not less than all, of its interest in this Agreement as to all future Mega Events to any assignee permitted under the Development Agreement. An assignment permitted by this Agreement is an "Authorized Assignment" and the assignee, an "Authorized Assignee." An Authorized Assignment shall not in any event act to release the Authority of any of the Authority's obligations or liabilities under this Agreement.

12.2 Effect of Unauthorized Assignment. Any other attempted assignment, sublicense, conveyance, or disposition of all or any portion of the interest of the Authority in this Agreement shall be absolutely null and void and shall constitute a material breach of the terms of this Agreement.

12.3 Release of Assignor; Assignee Liable. Upon the occurrence of an Authorized Assignment and the Authorized Assignee's delivery to the City of the assumption instrument referred to in Section 12.4, the assignor (except the Tourism and Sports Authority named in the first paragraph of this Agreement) shall be released from liabilities and obligations under this Agreement accruing from and after the effective date of the Authorized Assignment, and not otherwise.

12.4 Authorized Assignee Bound; Assumption in Writing. Every Authorized Assignee shall be and become and remain liable for the payment of all sums payable hereunder by the assignor and for the due performance of all the covenants, agreements, terms and provisions hereof on the Authority's part to be performed throughout the Term, and every provision of this Agreement applicable to the Authority shall apply to and bind every such Authorized Assignee with the same force and effect as though such Authorized Assignee were the Authority. No transfer to such Authorized Assignee shall be binding upon the City unless such Authorized Assignee shall deliver to the City an instrument which contains a covenant of assumption by said Authorized Assignee.

12.5 Applicability. Any other provision of this Agreement to the contrary notwithstanding, the restrictions in Section 12.1 shall not apply to prevent or limit the right of the Authority to allow use of the Event Staging Area by its agents, representatives, contractors, subcontractors, licensees, and invitees in connection with a Permitted Use.

**ARTICLE 13
CONFLICTS OF INTEREST;
REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

13.1 Conflicts of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City or the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

13.2 No Personal Liability. No City Council member or Authority Board of Directors member, elected or appointed official, officer, staff member, agent, committee member, volunteer or employee of the City or the Authority shall be personally liable to the Authority or the City, or either of their respective successors and assignees, nor to any other party (a) in the event of any default or breach by their respective entity, (b) for any amount which may become due to the other party or its successors or assigns or to any third party, or (c) pursuant to any obligation of the City or the Authority under the terms of this Agreement.

**ARTICLE 14
NOTICES**

14.1 Notices. Any notice, demand, request, approval, consent or other communication (a "Notice" or "Notices") which may be required or desired to be given in connection with the obligations of this Agreement shall be given in writing and addressed to the Parties as shown below, with copies required as shown below, and Notices shall be deemed given if addressed, sent or delivered as follows:

To the Authority:

Tourism and Sports Authority
Attention: Ted A. Ferris, President
14500 N. Northsight Blvd., Suite 312
Scottsdale, Arizona 85260
Facsimile: (480) 505-0534

With a copy to:

Fennemore Craig, P.C.
Attn: Sarah A. Strunk and Ronald L. Ballard
3003 North Central Ave., Suite 2600
Phoenix, Arizona 85012-2913
Facsimile: (602) 916-5560

To the City:

City of Glendale
Attn: City Manager
5850 W. Glendale Avenue
Glendale, Arizona 85301
Facsimile: (623) 847-1399

With a copy to:

City of Glendale
Attn: City Attorney
5850 W. Glendale Avenue
Glendale, Arizona 85301
Facsimile: (623) 847-2391

14.2 Manner of Delivery. Notices shall be either (a) personally delivered (including delivery by, for example, an established and reputable local courier service or nationally recognized courier service) to the addresses set forth above, in which case Notices shall be deemed delivered on the date of delivery to said addresses; (b) sent by certified or registered mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery that is shown on the return receipt, unless delivery is refused or delayed by the addressee, in which event Notices shall be deemed delivered on the date of first attempted delivery; or (c) sent via facsimile to the facsimile numbers shown above with the transmission confirmation printout of same retained by sender, in which case Notices shall be deemed delivered on the date of transmission. Other than as described above, any written Notice addressed as shown above and actually received by any means (including United States Mail) at the addresses or fax numbers above, shall be deemed proper notice as of the date of receipt. The burden of proof of receipt is on the sender in all cases described above in this Article. A properly completed United States Mail return receipt, fax confirmation sheet, nationally recognized courier or established and reputable local courier record of delivery, or delivery receipt executed by an appropriate employee at the addresses shown above, is prima facie evidence of delivery. Individuals to be noticed on behalf of a Party and other information above may be changed by proper Notice.

ARTICLE 15 GENERAL PROVISIONS

15.1 Cooperation. The Authority and the City hereby acknowledge and agree that they shall cooperate in good faith with each other and use commercially reasonable efforts to pursue the obligations imposed by this Agreement.

15.2 Representatives of the Parties. The following representatives are appointed in order to assist with the expeditious administration of this Agreement:

15.2.1 City Representative. The City hereby appoints, authorizes and empowers the City Manager to provide the City's consent, waiver or approval as required hereunder and to grant extensions of any of the time periods set forth in this Agreement without further action of the City Council, except for any actions requiring City Council approval as a matter of law. Additionally, the City Manager shall make the designation of the Event Staging Area as described herein. All such consents, waivers, approvals, or extensions pursuant to this Section 15.2.1: (i) shall be in writing and signed by the City Manager, or any City employee designated in writing by the City Manager to give such consent or approval; and (ii) are expressly declared to be administrative acts of the City Manager, or any City employee designated in writing by the City Manager.

15.2.2 Authority Representative. The Authority hereby appoints, authorizes and empowers its Executive Director to provide the Authority's consent, waiver or approval as required hereunder and to grant extensions of any of the time periods set forth in this Agreement without further action of the Authority or its Board of Directors, except for any actions requiring approval by the Authority's Board of Directors as a matter of law. All such consents, waivers, approvals, or extensions pursuant to this Section 15.2.2: (i) shall be in writing and signed by the Authority's Executive Director, or any authorized officer designated in writing by the Authority's Executive Director to give such consent or approval, and (ii) are expressly declared to be administrative acts of the Authority's Executive Director, or any authorized officer designated in writing by the Authority's Executive Director to give such consent or approval.

15.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, including, without limitation, the provisions of A.R.S. §38-511. This Agreement has been made and entered into in Maricopa County, Arizona.

15.4 Run With the Event Staging Area; Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall run with the Event Staging Area during the duration of the Term, and the obligations set forth in this Agreement shall be binding upon the Parties and their successors and assigns, and shall inure to the benefit of the Parties, and their authorized successors and authorized assigns. Except as otherwise may be specifically provided in this Agreement, no other Person shall be entitled to rely on or enforce any provision of this Agreement against any Party, whether as a third-party beneficiary or otherwise, it being specifically intended that, except as otherwise specifically provided in this Agreement with respect to the Authority Indemnified Parties and the City Indemnified Parties, there shall be no third-party beneficiaries to this Agreement or any third-party reliance on this Agreement.

15.5 Construction. This Agreement has been fully negotiated by both Parties with the assistance of legal counsel and shall be construed impartially in light of all pertinent facts and circumstances and not narrowly against any Party.

15.6 Waiver. No waiver by either Party of any breach, default or any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver or custom of waiver of any same, similar, succeeding or preceding breach, default or term of this Agreement, as the case may be. To be effective, all waivers shall be in writing and signed by the Party to be charged.

15.7 Attorneys' Fees. In the event of any litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees of litigation, whether or not they would be recoverable costs pursuant to court rule, together with reasonable attorneys' fees, which shall be determined by the court and not by the jury. In the event both Parties are awarded relief, such costs and fees shall be awarded as the court may determine.

15.8 Severability. In the event that any phrase, clause, sentence, paragraph, section, Article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null

or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

15.9 Incorporation of Exhibits and Recitals. All Exhibits attached to this Agreement are incorporated in this Agreement by this reference as though fully set forth in this Agreement. The Parties acknowledge and agree that all of the "Recitals" at the beginning of this Agreement are true and correct and are incorporated in this Agreement as binding agreements and obligations of this Agreement by this reference.

15.10 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and except as otherwise specified in this Agreement, all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, other than the Development Agreement, are superseded by this Agreement and merged into this Agreement. No subsequent novation, renewal, addition, deletion, or other amendment to this Agreement shall have any force or effect unless embodied in a written amendment or other agreement properly executed by the Parties.

15.11 Headings, Number and Gender. The headings of the Articles and Sections in this Agreement are for convenience of location reference only and are not intended to, and shall not, be used in the interpretation of the text therein or be deemed to limit, expand, amend, modify, define or otherwise affect the text therein. Any number, gender or pronoun used in this Agreement shall mean any other number, gender or pronoun where the context clearly requires such interpretation.

15.12 No Joint Venture. This Agreement is not intended to be, and shall not be construed as, a joint venture, partnership or other business entity created by or between the Parties, and neither Party is an agent for the other for any purpose nor has the power to bind the other for any purpose.

15.13 Time of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

15.14 Further Documentation. Each Party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement, including executing, acknowledging and recording such documents as may be necessary to evidence the termination of this Agreement.

15.15 Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 o'clock p.m. (local Phoenix time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

15.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

Signature and acknowledgement pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document.

15.17 References. References in this Agreement to "Articles", "Sections", and "Exhibits" are to the Articles and Sections in and the Exhibits to this Agreement, unless otherwise noted in the text of this Agreement.

15.18 Nature of Funds. The obligations of the City and the Authority pursuant to the provisions of this Agreement which require the expenditure of funds do not constitute a general obligation or indebtedness of either of those Parties within the meaning of any constitutional or statutory debt limitation or restriction, and do not obligate those Parties to make any expenditure from proceeds of ad valorem taxes or obligations to which any general taxing authority is pledged or from their general funds unless the expenditure has been duly budgeted if and to the extent required by law and is within all budget and expenditure limitations of, and is not in conflict with, the Constitution or laws of the State of Arizona.

[THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its _____, and its seal to be hereunto duly affixed and attested to by the Glendale City Clerk and the Authority has caused this Agreement to be duly executed, all to be effective as of the day and year first above written.

THE CITY:

CITY OF GLENDALE, ARIZONA,
a municipal corporation

By: _____

EXHIBIT

Attest: City Clerk

Approved as to Form: City Attorney

THE AUTHORITY:

TOURISM AND SPORTS
AUTHORITY, a corporate and political
body organized and existing under the laws
of the State of Arizona

By: _____

Its: _____

EXHIBIT

EXHIBIT A
LEGAL DESCRIPTION FOR THE EVENT STAGING AREA

Subsequent to the date of this Agreement but in no event later than _____, 2002, the Parties shall mutually designate the Event Staging Area. In making such designation, the Parties agrees that they will consider the following properties to serve as the Event Staging Area in the following order of priority:

First: the Turf Parking Area (as designated on the Site Plan) but only to the extent that the Turf Parking Area is not needed for parking;

Second: the City Park located at the intersection of 83rd Avenue and Bethany Home Road;

Third: the Outflow Channel (as designated on the Site Plan);

Fourth: the City property adjacent to the City of Glendale Airport; and

Fifth: any other City-owned property mutually acceptable to the Parties.

**EXHIBIT B
SITE PLAN**

**The Site Plan for purposes of this Agreement shall be that
certain Site Plan referenced in the Development Agreement.**

EXHIBIT E
[CITY PROJECT BUDGET]

City Project Budget Summary

Water.....	\$854,275
Sanitary Sewer	\$773,400
Storm Sewer.....	\$1,645,000
Electric Service	\$923,000
Gas Service	\$68,000
Streets.....	\$6,609,795
Traffic Signalization/Controls	\$1,070,000
Parking	\$13,180,000
Pedestrian Plaza for TSA.....	\$10,000,000
Contingency	\$1,500,000
Total	\$36,623,470

EXHIBIT F

[CONSTRUCTION STAGING AREA LICENSE AGREEMENT]

When recorded return to:

Fennemore Craig, P.C.
3003 North Central Avenue
Suite 2600
Phoenix, Arizona 85012-2913
Attention: Sarah A. Strunk, Esq.

CONSTRUCTION STAGING AREA LICENSE AGREEMENT

between

THE CITY OF GLENDALE

and

TOURISM AND SPORTS AUTHORITY

Dated: September 3, 2002

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CONSTRUCTION STAGING AREA LICENSE AGREEMENT

THIS CONSTRUCTION STAGING AREA LICENSE AGREEMENT is entered into as of the 3rd day of September, 2002, by and between the CITY OF GLENDALE, ARIZONA, a municipal corporation and the TOURISM AND SPORTS AUTHORITY, existing pursuant to the provisions of the Act as a corporate and political body of the State of Arizona and, except as otherwise limited, modified or provided by the Act, as a tax levying public improvement district.

RECITALS:

A. The City or its designee is the owner of that certain real property (the "Construction Staging Area") described on Exhibit A to this Agreement, located in the City of Glendale, County of Maricopa, State of Arizona. The location of the Construction Staging Area is depicted on the site plan attached to this Agreement as Exhibit B (the "Site Plan").

B. The City and the Authority have entered into the Development Agreement. Capitalized terms used in this Agreement but not otherwise defined in this Agreement have the meanings given to such terms in the Development Agreement.

C. The Development Agreement requires the Parties to enter into this Agreement.

D. The Authority acknowledges that the City may assign or delegate all or portions of its duties and responsibilities under this Agreement (including to a communities facilities district or a municipal property corporation) but no such delegation or assignment shall relieve the City of its liability under this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants, conditions and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

"Act" shall mean A.R.S. §§5-801 et seq., as amended or modified from time to time.

"Act of Bankruptcy" means the filing by or against a Party of a petition in bankruptcy under the United States Bankruptcy Code, 11 U.S.C. §101 et seq., and all future acts supplemental thereto or amendatory thereof or the commencement of a proceeding by or against a Party as debtor under any other applicable law for the relief of debtors.

"Agreement" means this Construction Staging Area License Agreement, as it may be amended and supplemented from time to time.

"Authority" means the Tourism and Sports Authority, existing pursuant to the provisions of the Act as a corporate and political body of the State of Arizona and, except as otherwise limited, modified or provided by the Act, as a tax levying public improvement district.

"Authority Improvements" means as defined in Section 4.6.

"Authority Indemnified Parties" means the Authority and its officials (including elected officials), constituents, employees, agents, professional advisers, authorized representatives, successors, assigns and other Persons liable by, through or under the Authority.

"Authorized Assignee" means as defined in Section 12.1.

"Authorized Assignment" means as defined in Section 12.1.

"City" means the City of Glendale, Arizona, a municipal corporation.

"City Indemnified Parties" means the City and its officers, constituents, employees, agents, professional advisers, authorized representatives, successors, assigns and other Persons liable by, through or under the City.

"Claim" or "Claims" means any and all obligations, debts, covenants, conditions, representations, costs, charges, expenses, fines, damages, penalties, and liabilities and any and all demands, causes of action, and claims, of every type, kind, nature or character, direct or indirect, known or unknown, absolute or contingent, determined or speculative, at law, in equity or otherwise, including, without limitation, reasonable attorneys' fees and litigation and court costs, professional consultant's fees, and disbursements, and reasonable investigative and discovery costs.

"Cleanup Plan" means as defined in Section 9.3.

"Construction Staging Area" means the real property described on Exhibit A that is located in the City of Glendale, County of Maricopa, State of Arizona.

"Default" means as defined in Section 11.1.

"Default Rate" means an interest rate per annum equal to the greater of (a) twelve percent (12%) per annum or (b) two percentage points over the prime rate then published in the *Wall Street Journal* or a reasonably equivalent rate selected by the City if the *Wall Street Journal* is no longer published, but in no event an amount greater than permitted by law.

"De Minimis Amounts" means Hazardous Substances (a) being stored for future use on the Construction Staging Area or (b) being used on the Construction Staging Area in such quantities and in such a manner that as to clause (a) and clause (b), (i) do not constitute a violation of any Environmental Law, and (ii) are customarily employed in or associated with similar businesses or activities as conducted by the Authority.

"Development Agreement" means that certain Development and Disposition and Intergovernmental Agreement, dated as of September 3, 2002 by and between the City and the Authority, as it may be amended and supplemented from time to time.

"Environmental Law" means any applicable federal, state, or local law, statute, ordinance, rule, regulation, policy, guidance, order, judgment, or decision of any Governmental Authority relating to the protection of the environment or to any emission, discharge, generation, processing, storage, use, holding, abatement, existence, Release, threatened or potential Release, or transportation of any Hazardous Substance, including any disclosure or reporting obligation thereof, whether to be disclosed or reported to any Governmental Authority or whether a report or record is required to be maintained internally, including, without limitation, (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §300h *et seq.*; the Clean Water Act, 33 U.S.C. §1251 *et seq.*; the Clean Air Act, 42 U.S.C. §7401 *et seq.*; the Arizona Water Quality Assurance Revolving Fund, A.R.S. §49-281 *et seq.*; the Arizona Water Quality Control Program, A.R.S. §49-201 *et seq.*; and the Arizona Underground Storage Tank Law, A.R.S. §49-101 *et seq.*, as amended now and as may be amended in the future; and (b) all other Legal Requirements pertaining to reporting, licensing, permitting, approving, investigation, or remediation of emissions, discharges, Releases, or threatened or potential Releases of Hazardous Substances into, onto, or beneath the air, surface water, ground water, or land, or relating to the manufacture, processing, distribution, sale, use, treatment, receipt, storage, disposal, transport, or handling of Hazardous Substances.

"Governmental Authority" means the State of Arizona, City of Glendale or other political subdivisions thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including without limitation, any governmental authority, agency, department, board, commission, or instrumentality of the United States, the State of Arizona, City of Glendale, or any political subdivisions thereof.

"Hazardous Substances" means any substance that (a) is or contains asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum or petroleum-derived substances or wastes, radon gas, or related materials, (b) requires investigation, removal or remediation or for which there are restrictions, regulations or rules pursuant to any Environmental Law regarding its use, handling or disposal, under any Environmental Law, or is defined, listed, or identified as a "hazardous waste," "Hazardous Substance," "contaminant," "toxic substance," "toxic material," "pollutant," or "hazardous substance," thereunder, or (c) is toxic, explosive, corrosive, flammable, infectious, radiologically contaminated, carcinogenic, mutagenic, or otherwise hazardous and is regulated by any Governmental Authority or Environmental Law.

"Impositions" means all:

- (a) Taxes, including without limitation:
 - (i) Property taxes;

(ii) Sales, transaction privilege, license, excise, or similar taxes, including those imposed upon the City or the Authority by reason of the privilege of the use or occupancy of the Construction Staging Area for the Permitted Use; provided, however, that Third Party Transaction Taxes are not included within the definition of Impositions; and

(iii) All new taxes imposed, levied or charged in lieu of or in addition to existing taxes by virtue of present or future law or Governmental Authority in connection with the ownership, use, occupancy or possession of the Construction Staging Area;

(b) Assessments (including without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not to be completed within the Term hereof); and

(c) Excises, levies, license fees, permit fees, inspection fees, authorization fees, and other charges and governmental impositions incurred in connection with the Authority's occupancy, use or possession of or activity conducted on the Construction Staging Area or any part thereof;

in each case, whether general or special, ordinary or extraordinary, foreseen or unforeseen, of every kind and character (including all interest and penalties thereon) which at any time during or in respect of the Term hereof may be charged, assessed, levied, confirmed or imposed on or in respect of or be a lien upon: (i) the Construction Staging Area or any part thereof or any payments paid pursuant to this Agreement; or (ii) any occupancy, use or possession of or activity conducted on the Construction Staging Area or any part thereof pursuant to this Agreement. "Impositions" shall not include, and a Party shall not be liable or responsible for, any Party-Specific Taxes of the other Party and taxes for which the first Party qualifies for an exemption due to such Party's status as a governmental entity (provided such Party maintains such status), unless such Party has agreed in the Development Agreement to pay such taxes notwithstanding its governmental status.

"Insurance Requirements" means all terms of any insurance policy covering or applicable to the Construction Staging Area or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations and other requirements of the National Board of Fire Underwriters (or any other body exercising similar functions) applicable to or affecting the Construction Staging Area or any part thereof or any use or condition of the Construction Staging Area or any part thereof.

"Legal Requirements" means all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, precedents, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal, and other governments, departments, commissions, boards, courts, authorities, officials and officers of every nature and description and all covenants, conditions, restrictions or other requirements duly and validly imposed by or pursuant to any declaration which may at any time be applicable to the Authority, the City, or the Construction Staging Area or any part thereof, including without limitation,

Environmental Laws; subject, however, to any provisions of the Development Agreement that may limit the applicability of any Legal Requirement.

"Party" or "Parties" shall mean the City and/or the Authority.

"Party-Specific Taxes" means any succession, transfer, gift, franchise, income, or excess profits tax levied or imposed only upon a Party.

"Permitted Use" means as defined in Section 2.5.

"Person" means any natural person, corporation, partnership, trust, Governmental Authority, limited liability company or other person or entity.

"Release" or "Released" means any releasing, disposing, discharging, injecting, spilling, leaking, leaching, pumping, dumping, emitting, escaping, emptying, seeping, dispersal, migration, transporting, placing and the like, including without limitation, the moving of any materials through, into or upon, any land, soil, surface water, ground water, or air, or otherwise entering into the environment.

"Remediation Costs" means and includes any and all costs incurred in connection with any investigation of all or any portions of the Construction Staging Area or other real property owned or leased by the City or owned or leased by the Authority, as applicable, or any clean-up, removal, repair, remediation, detoxification or restoration of the Construction Staging Area or other real property owned or leased by the City or owned or leased by the Authority, as applicable, and the preparation of any closure or other plans (including a Cleanup Plan) required or permitted by any Governmental Authority for the Construction Staging Area or other real property owned or leased by the City or owned or leased by the Authority, as applicable, to comply with Environmental Laws (including, but not limited to, reasonable attorneys' fees and consultants' fees and costs).

"Site Plan" means the site plan that is attached to this Agreement as Exhibit B.

"Term" means as defined in Section 3.1.

"Term Commencement Date" means as defined in Section 3.1.

"Third Party Transaction Taxes" means taxes payable in connection with transactions involving third parties, such as, but not necessarily limited to, transaction privilege taxes on parking fees paid by third parties.

"Third Party Work" means as defined in Section 5.2.3

ARTICLE 2 GRANT OF LICENSE; PERMITTED USE

2.1 Grant of License. The City hereby grants to the Authority an exclusive license to use the Construction Staging Area for the Permitted Use during the Term, all upon the terms and

conditions set forth in this Agreement. The Authority accepts the grant of the license pursuant to this Agreement and agrees to be bound by the terms and conditions of this Agreement. This Agreement and the license to use the Construction Staging Area granted pursuant hereto are subject to (a) reservations in patents and all rights-of-way, easements, covenants, conditions, restrictions, obligations, and liabilities of record as of the date hereof, and (b) all Legal Requirements. With respect to the matters in clause (a), the City warrants and represents that, to the best of its knowledge, no such matter will interfere, in any material way, with the rights granted to the Authority pursuant to this Agreement.

2.2 Disclaimer as to Construction Staging Area. Subject only to the terms of this Agreement, the Authority is accepting the Construction Staging Area in its existing condition at the date of this Agreement, "AS-IS," "WHERE IS," and "WITH ALL FAULTS". Except as provided in this Agreement, the City has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, or, as to, concerning or with respect to (a) value of the Construction Staging Area; (b) the suitability of the Construction Staging Area for the Permitted Uses; or (c) the nature, quality or condition of the Construction Staging Area, including, without limitation, the water, soil and geology; provided, however, this Section 2.2 shall not in any way release the City from or limit the City's obligation to provide a substitute Construction Staging Area pursuant to Section 2.4 hereof.

2.3 Paid Up Nature of License. The license granted pursuant to this Agreement is fully paid for the entire Term and no additional consideration shall be due from the Authority to the City for the license; provided, however, that this provision shall not in any way release the Authority from any of its obligations under this Agreement to make the payments otherwise provided for in this Agreement and to perform its other obligations and duties under this Agreement.

2.4 Substitute Construction Staging Area. If at any time during the Term the Construction Staging Area is not available to the Authority for the Permitted Use, for any reason whatsoever including, but not limited to, casualty loss or partial or total condemnation, the City shall provide a suitable substitute area for the Authority's use.

2.5 Permitted Use. The license is granted for the purpose of staging the construction to be performed on the Facility Property by the Authority, including the construction of the Facility (which also includes the Roll-Out Field, the Roll-Out Field Area, and the Pedestrian Plaza), including, without limitation, the right to place trailers, machinery, materials and other construction equipment on the Construction Staging Area and related purposes at all times during the Term (the "Permitted Use"). The Permitted Use also includes the right of the Authority to use the Construction Staging Area for the purpose of constructing a temporary fence along the boundary, or anywhere within the Construction Staging Area as the Authority deems appropriate.

2.6 Boundary Adjustments. The City and the Authority agree to amend this Agreement, if necessary, to adjust the legal description of the Construction Staging Area to be consistent with the boundaries of the Construction Staging Area contemplated by the final site

plan for the Facility which shall be determined as described in the Development Agreement. Such amendment and the revised legal description of the Construction Staging Area shall be mutually approved by the Parties and shall be set forth in a written amendment signed and acknowledged by the Parties within sixty (60) days following completion of the final site plan.

ARTICLE 3 TERM

3.1 Term. The term of this Agreement (the "Term") shall commence on the date that the Facilities Property is delivered to the Authority pursuant to the Development Agreement (the "Term Commencement Date") and shall expire on either (a) the date specified in the Project Schedule for termination of the Construction Staging License or (b) upon the termination of the Development Agreement pursuant to Section 14.2 thereof. Upon the expiration of the Term, this Agreement shall terminate and the Authority shall have no further rights whatsoever to the Construction Staging Area or any interest therein.

3.2 Possession. Possession of the Construction Staging Area shall be delivered to the Authority upon the commencement of the Term.

3.3 Title to Improvements. Except as otherwise provided in Section 3.4, fee title to all improvements and fixtures located on the Construction Staging Area, together with all additions, alterations and improvements thereto shall be and remain in the City during the Term and at all times thereafter; provided, however, that the terms of this Section shall not apply to the items of property that the Authority is obligated to remove pursuant to Section 3.4.

3.4 Obligations at the End of the Term. Prior to the expiration of the Term, the Authority shall, at the Authority's sole expense and unless otherwise directed by the City with respect to the Authority Improvements, remove all Authority Improvements, trade fixtures, equipment and personal property now or hereafter installed, maintained or used in or about the Construction Staging Area by the Authority or any of the Authority's contractors or invitees, and the Construction Staging Area shall be restored by the Authority as nearly as reasonably possible to the condition it was in on the commencement date of the Term, reasonable wear and tear and casualty and condemnation loss excepted. If any of the foregoing items are left on the Construction Staging Area following expiration of the Term, after reasonable notice to the Authority and an opportunity for the Authority to remove such property, the City may treat such property as abandoned by the Authority. In addition to any other rights and remedies available to the City, the City, at the City's option and without any further notice to the Authority, may either sell any such property and retain all of the proceeds of sale without any accounting to the Authority or the City may store such property, on or off of the Construction Staging Area, in the Authority's name and at the Authority's expense. The Authority agrees to pay such amounts to the City within ten (10) days of receipt of an invoice from the City.

ARTICLE 4
THE AUTHORITY'S OBLIGATIONS

4.1 Designated Use. The Authority agrees to use the Construction Staging Area solely for the Permitted Use. The Authority will not use or permit the Construction Staging Area to be used for any other purpose whatsoever without the City's prior written consent, which consent shall not be unreasonably withheld.

4.2 Compliance with Requirements. The Authority agrees to comply promptly, in all respects, with all Legal Requirements and Insurance Requirements affecting the Construction Staging Area. The Authority hereby agrees to indemnify and hold each of the City Indemnified Parties harmless for, from and against any and all Claims that may be imposed upon or incurred by or asserted against any of the City Indemnified Parties by reason of the violation of the provisions of this Section 4.2. This indemnity will survive the expiration or earlier termination of this Agreement.

4.3 Maintenance and Care. Except as is reasonable with respect to the activities being conducted by the Authority on the Construction Staging Area, the Authority shall keep the Construction Staging Area free of weeds, trash, and other debris. The Authority shall also take all reasonable steps as are necessary or as are required by Legal Requirements to control dust emissions from the Construction Staging Area.

4.4 Waste. Neither the City nor the Authority shall commit or suffer to be committed any waste of the Construction Staging Area.

4.5 Utilities. The Authority agrees to pay, when due, and to indemnify, defend and hold each of the City Indemnified Parties and the Construction Staging Area harmless for, from and against any and all Claims relating to, all charges for water, sewer, gas, electricity, telephone, and all other utility services of every kind and nature supplied to and used by or on behalf of the Authority on the Construction Staging Area, including all connection fees and/or pending assessment charges.

4.6 Alterations and Improvements. Except as otherwise provided in the Development Agreement, the Authority shall not remove, demolish or impair any existing improvements or fixtures on the Construction Staging Area, if any, without the City's prior written consent, in the sole and absolute discretion of the City. The Authority shall also not construct any new or additional permanent improvements or fixtures to the Construction Staging Area without the City's prior written consent, in the sole and absolute discretion of the City. Any improvements or fixtures constructed on the Construction Staging Area by or on behalf of the Authority with the permission of the City are referred to as "Authority Improvements".

ARTICLE 5
ENCUMBRANCES; MECHANICS LIENS

5.1 No Encumbrances. During the Term, the Authority shall not cause or permit any lien, claim, charge or encumbrance of any nature or description whatsoever to attach to or encumber the Construction Staging Area or any part thereof.

5.2 Mechanics' Liens.

5.2.1 No Liens. The Authority shall not create or suffer to be created or to remain, and shall within sixty (60) days after notice of the filing thereof pay in full and discharge or provide bonding sufficient to obtain the release of any mechanic's, laborer's or materialmen's lien which might be or become a lien, encumbrance or charge upon the City's interest in the Construction Staging Area or any part thereof or the income therefrom, and the Authority will not suffer any other matter or thing arising out of the Authority's use and occupancy of the Construction Staging Area whereby the estate, rights and interests of the City in the Construction Staging Area or any part thereof might be impaired, other than as a result of work performed by the City, its agents, servants, contractors, licensees or employees.

5.2.2 Discharge. If any mechanic's, laborer's or materialmen's lien shall at any time be filed against the Construction Staging Area or any part thereof, the Authority, within sixty (60) days after notice of the filing thereof, shall cause such lien to be discharged of record by payment, deposit, bond, order of court of competent jurisdiction or otherwise. The Authority shall immediately notify the City in writing of any such lien that might attach or be claimed at any time and of its action to either satisfy or obtain the release of the lien. If the Authority shall fail to cause such lien to be released or discharged within the period aforesaid, then, in addition to any other right or remedy, the City may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the release of such lien by bonding or other means, and any amount so paid by the City and reasonable costs and expenses incurred by the City in connection therewith shall be payable by the Authority to the City within thirty (30) days of payment of such amounts by the City.

5.2.3 No Implied Consent. Nothing contained in this Agreement shall be deemed or construed in any way as constituting the City's express or implied authorization, consent or request to any contractor, subcontractor, laborer or materialman, architect or consultant for the construction or demolition of any improvement, the performance of any labor or services or the furnishing of any materials for any improvements, alterations to or repair of the Construction Staging Area or any part thereof (all such work being described collectively as "Third Party Work").

ARTICLE 6 IMPOSITIONS; THIRD PARTY TRANSACTION TAXES

6.1 Obligation to Pay. Following the Effective Date, the Authority shall pay or cause to be paid during the Term all Impositions, if any, except to the extent that, pursuant to the Development Agreement, the City is obligated to pay such Impositions. The Authority shall pay all Impositions directly to the taxing authority or other Persons to whom such payment is due. Except as otherwise permitted by Section 6.4, payment of all Impositions shall be made without abatement, deduction or offset by the Authority, without notice or demand, and before any fine, penalty, interest or cost may be added thereto for the non-payment thereof.

6.2 Installment Payments. If, by law, any Imposition may at the option of the taxpayer be paid in installments (whether or not interest shall accrue on the unpaid balance of such Imposition), the Authority may exercise the option to pay the same (and any accrued interest on the unpaid balance of such Imposition) in installments and in such event, shall pay such installments as they become due during the Term before any fine, penalty, further interest or cost may be added thereto.

6.3 Prorations. Any Imposition (including Impositions which have been converted into installment payments by the Authority pursuant to Section 6.2) relating to a fiscal period of the taxing authority, a part of which period is included within the Term and a part of which is included in the period of time before or after the Term (whether or not such Imposition shall be assessed, levied, confirmed, imposed upon or become a lien upon the Construction Staging Area, or shall become payable, during the Term) shall be adjusted between the City and the Authority no later than thirty (30) days prior to the date the Imposition is payable, and with respect to Impositions arising after expiration of the Term no later than the termination date, in each case so that the Authority shall pay that portion of such Imposition attributable to the Term and the City shall pay the remainder thereof.

6.4 Contest. The Authority, if it shall so desire, may contest the validity or amount of any Imposition, in which event, the Authority may defer the payment thereof during the pendency of such contest to the extent permitted by law; provided, however, that the Authority shall give the City prior notice of any such contest and, upon request by the City, the Authority shall provide security reasonably acceptable to the City. Nothing herein contained, however, shall be construed so as to allow such Imposition to remain unpaid for a length of time that permits the Construction Staging Area or any part thereof to be sold for the non-payment of the Imposition.

6.5 City Participation. The City shall not be required to join in any action or proceeding referred to in Section 6.4 unless required by law or any rule or regulation in order to make such action or proceeding effective, in which event any such action or proceedings shall be subject to the City's prior written consent, which shall not be unreasonably withheld. The Authority hereby agrees to indemnify and save and hold each of the City Indemnified Parties harmless for, from and against all Claims by reason of, in connection with, on account of, growing out of or resulting from any such action or proceeding.

6.6 Third Party Transaction Taxes. Any Third Party Transaction Taxes imposed by any Governmental Authority in connection with the use and occupancy of the Construction Staging Area or any business conducted thereon during the Term shall be the obligation of and shall be paid when due by the Party upon whom such tax is levied pursuant to applicable law.

ARTICLE 7 INSURANCE AND INDEMNITY

7.1 Commercial General Liability Insurance. From and after the Term Commencement Date, the Authority shall procure and then maintain in effect, or cause to be procured and maintained in effect throughout the Term, commercial general liability insurance

with a broad form general liability endorsement insuring the Authority against claims for personal injury or death and property damage or destruction arising out of such insured Party's negligent acts or omissions in its use, occupancy, maintenance, or operation of the Construction Staging Area, any improvement upon the Construction Staging Area, or the ways adjacent to the same. Said insurance shall also contain broad form contractual liability coverage insuring all of the Authority's indemnity obligations under this Agreement and "products-completed operations hazard coverage" and an "additional insured--managers or lessors of premises endorsement". The insurance shall be in the minimum amount of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate, subject to adjustment from time to time as the City and the Authority may reasonably require. The City shall be named as an additional insured on such liability policy. The Authority agrees that provisions of this Section 7.1 as to maintenance of insurance shall not be construed as limiting in any way the extent to which the Authority may be held responsible for the payment of damages to persons or property resulting from the Authority's activities, or the activities of its agents, contractors, or invitees or the activities of any other Person or Persons for which the Authority is otherwise responsible. All insurance to be carried by the Authority shall contain a provision that it is primary insurance and that it is non-contributory with any other insurance available to protect the interest of the additional insured.

7.2 Policy Requirements. All insurance required hereby shall be by valid and enforceable policies issued by insurance companies rated not lower than A- VIII in Best's Rating Guide (most current edition) and authorized to do business in Arizona. The policy of insurance shall satisfy the requirements set forth in Section 7.1 and shall also be endorsed (a) to provide that the coverage shall not be invalid due to any act or omission of the other Party or its agents or employees, and (b) to provide that the limitation of liability provisions set forth in Section 7.6 shall not invalidate or have any adverse effect on the insuring agreements or liability of the insurer under the policy. The insurance companies issuing such insurance shall agree to notify the other Party in writing of any cancellation, alteration or nonrenewal of the policy at least thirty (30) days prior thereto.

7.3 Evidence of Coverage and Payment of Premiums. The Authority shall provide the City with copies of all insurance policies required by this Article and shall provide the City with evidence of payment of premiums therefor within thirty (30) days following any request from the City.

7.4 Risk of Loss. At no time during the Term will the City be required to carry any insurance covering or affecting the Construction Staging Area. The Authority assumes the risk of any loss or damage to or claims arising out of or concerning the Construction Staging Area throughout the Term, except loss or damage resulting from the negligence or willful misconduct of the City, its agents, servants, contractors or employees.

7.5 Failure to Maintain Insurance. If the Authority fails or refuses to provide a copy of the required insurance policies, together with evidence of payment of premiums therefor as required by Section 7.3, or otherwise fails or refuses to procure or maintain insurance as required by this Agreement, the City shall have the right, at the City's election, and after fifteen (15) days written notice to the Authority and the Authority's failure to cure, in addition to any other right or remedy, to procure and maintain such insurance. However, the Authority's right to receive

notice and an opportunity to cure is conditioned upon the City timely receiving actual notice of the Authority's default with respect to insurance, and if the City fails to receive at least thirty (30) days prior actual notice of any expiration, cancellation, modification or failure to obtain or maintain any of such insurance, the City shall not be required to give the Authority any notice or opportunity to cure prior to the City's obtaining such insurance. In any such event, the premiums paid by the City shall be due and payable by the Authority to the City on the first day of the month following the date on which the premiums were paid, together with interest as provided in Section 11.6. The City shall give prompt notice of the payment of such premiums, stating the amounts paid and the name(s) of the insured(s).

7.6 Limitation on Liability. The Authority and the City shall not be liable one to the other or to any insurance company (by way of subrogation or otherwise) insuring any Party for any loss, damage, or destruction to property or injury or death to persons, or any resulting loss of income, or losses under workers' compensation laws and benefits, even though such loss, damage, destruction, injury, or death might have been occasioned by the negligence of such Party or its agents or employees, if any such loss, damage, destruction, injury, or death is covered by insurance benefiting the Party suffering such loss, damage, destruction, injury, or death; provided, however, that any limitation on the liability of the City or the Authority pursuant to the preceding shall only be to the extent of available insurance.

7.7 Indemnification.

7.7.1 The Authority's Indemnification. The Authority hereby indemnifies, holds harmless, and agrees to defend each of the City Indemnified Parties for, from and against any and all Claims which may be imposed upon or incurred by or asserted against any City Indemnified Party by reason of any of the following occurring during the Term or at any time when the Authority is in possession of the Construction Staging Area or any portion thereof, unless caused by the breach by the City of its obligations under this Agreement or by the negligence or willful misconduct of the City Indemnified Party:

(a) Construction of the Facility or any other work or thing done in, on or about the Construction Staging Area or any part thereof, by the Authority or its agents or any contractor employed by it or any work performed by or for the City pursuant to Section 11.6;

(b) Any use, non-use, possession, occupation, alteration, repair, condition, operation, maintenance or management of the Construction Staging Area or any improvements thereon at any time or any nuisance made or suffered thereon or any failure by the Authority to keep the Construction Staging Area or improvements or any part thereof in a reasonably safe condition;

(c) Any acts or omissions of the Authority or any of its agents, contractors, servants, employees or licensees;

(d) Any fire, accident, injury (including death) or damage to any person or property occurring in, on or about the Construction Staging Area or improvements or any part thereof;

(e) Any lien or Claim which may be alleged to have arisen against or on the Construction Staging Area or any part thereof or any of the assets of, or funds appropriated to, the City or any liability which may be asserted against the City with respect thereto to the extent arising, in each such cause, out of the acts or omissions of the Authority, its contractors, agents, servants, guests, employees, or invitees; and

(f) Any failure on the part of the Authority to keep, observe, comply with and perform any of the terms, covenants, agreements, provisions, conditions or limitations contained in this Agreement or any other contracts and agreements affecting the Construction Staging Area or improvements or any part thereof on the Authority's part to be kept, observed or performed.

7.7.2 The Authority at Risk. The Authority will hold all goods, materials, furniture, fixtures, equipment, machinery and other property whatsoever on the Construction Staging Area at the sole risk of the Authority and save the City harmless from any loss or damage thereto by any cause whatsoever, except to the extent caused by the breach of the City of its obligations under this Agreement or by the negligence or willful misconduct of the City Indemnified Party.

7.7.3 Obligations Not Affected by Insurance. The obligations of the Authority under this Section shall not in any way be affected by the absence in any case of covering insurance or by the failure or refusal of any insurance carrier to perform any obligation on its part to be performed under insurance policies affecting the Construction Staging Area.

7.7.4 Defense of Actions. If any Claim, action or proceeding is made or brought against any City Indemnified Party by reason of any event for which the Authority is liable under this Section, then, upon written demand by the City, the Authority, at its sole cost and expense, shall resist or defend such Claim, action or proceeding in the City's name, if necessary, by such attorneys as the City shall reasonably approve, which may be the attorneys for the Authority's insurance carrier, if such Claim, action or proceeding is covered by insurance. The City agrees that the Authority shall have the right to contest the validity of any and all Claims and defend, settle and compromise any and all such Claims of any kind or character or by whomsoever claimed, in the name of the City, as the Authority may deem necessary, provided that the expenses thereof shall be paid by the Authority and further provided that the City shall be fully indemnified.

7.7.5 Survival. The indemnification obligations in this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CASUALTY AND CONDEMNATION

8.1 Casualty. The Authority shall not have any right to terminate this Agreement in the event of any casualty loss at the Construction Staging Area (whether or not insured), and the Authority waives any provision of law that would grant such a termination right.

8.2 Condemnation.

8.2.1 Total or Substantial Takings. If at any time during the Term, title to the whole or substantially all of the Construction Staging Area shall be taken in condemnation proceedings or by any right of eminent domain or by agreement in lieu of such proceedings, or a substantial portion of the Construction Staging Area is so taken and the remainder of the Construction Staging Area cannot feasibly be used or converted for use by the Authority for the Permitted Use, the City shall provide a suitable substitute area pursuant to Section 2.4.

8.2.2 Partial Taking. If title to or any interest in the Construction Staging Area shall be taken in condemnation proceedings or by right of eminent domain or by agreement in lieu thereof and such taking is not subject to Section 8.2.1, the Agreement shall continue in full force and effect.

8.2.3 Disposition of Proceeds. All compensation awarded or paid upon a total or partial taking of the Construction Staging Area will belong to the City, whether such compensation is awarded or paid as compensation for diminution in value of the license or the fee. The City will not be entitled to any award made to the Authority for loss of business, depreciation to, and cost of removal of the items described in Section 3.4.

8.2.4 Rights of Participation. Each of the City and the Authority shall have the right, at its own expense, to appear in any condemnation proceeding and participate in any and all hearings, trials and appeals therein.

8.2.5 Notice of Proceeding. In the event that either the City or the Authority shall receive notice of any proposed or pending condemnation proceedings affecting the Construction Staging Area or any part thereof, the Party receiving such notice shall promptly notify the other Party of such notice and contents thereof.

8.2.6 No Taking by the City or the Authority. To the extent permitted by applicable Legal Requirements, the City and the Authority each agree they will not exercise their respective rights of condemnation or eminent domain during the Term to acquire any rights in the Construction Staging Area other than as established pursuant to this Agreement and the Development Agreement.

ARTICLE 9
ENVIRONMENTAL PROVISIONS

9.1 The Authority's Duties. The Authority will not dispose of, generate, manufacture, process, produce, Release, store, transport, treat, or use, nor will it permit the disposal, generation, manufacture, presence, processing, production, Release, storage, transportation, treatment, or use of Hazardous Substances (other than De Minimis Amounts) on, under, or about the Construction Staging Area. In that connection, the Authority agrees that the Authority will comply and cause all of its agents, employees, contractors, licensees, and invitees to (a) comply with all Environmental Laws; (b) obtain and maintain or cause to be obtained and maintained all permits, licenses, and approvals required under Environmental Laws or otherwise relating to Hazardous Substances; and (c) comply with all conditions and requirements of such permits, licenses, and approvals.

9.2 Indemnification.

9.2.1 By the City. The City hereby indemnifies, holds harmless and agrees to defend each of the Authority Indemnified Parties for, from and against any and all Remediation Costs arising prior to, during or after the Term on account of or in connection with: (a) the violation of any Environmental Law by the City, its agents, employees, or contractors; (b) the presence, use, generation, storage, or Release of Hazardous Substances in, on, under, or above the Construction Staging Area, to the extent the condition existed on the Term Commencement Date and was not caused or resulted from the acts of the Authority, its agents, employees, or contractors; (c) the presence, use, generation, storage, or Release of Hazardous Substances in, on, under, or above the Construction Staging Area during the Term but only to the extent caused or resulting from the acts of the City, its agents, employees, or contractors; and (d) the presence, use, generation, storage, or Release of Hazardous Substances in, on, under, or above the Construction Staging Area after the Term and during any time that the City holds a leasehold or fee interest to the Construction Staging Area, except that the indemnity under this clause (d) shall not relate to any matter with respect to which the Authority is required to indemnify the City pursuant to Section 9.2.2. Without limiting the foregoing, this indemnification shall include any and all costs incurred in connection with any investigations of the Construction Staging Area or any cleanup, removal, repair, remediation, detoxification or restoration and the preparation of any closure or other plans (including the Cleanup Plan, defined later) required or permitted by any Governmental Authority.

9.2.2 By the Authority. The Authority hereby indemnifies, holds harmless and agrees to defend each of the City Indemnified Parties for, from and against any and all Remediation Costs arising during or after the Term on account of or in connection with: (a) the violation of any Environmental Law by the Authority or its agents, employees, contractors, licensees, or invitees; (b) the presence, use, generation, storage or Release of Hazardous Substances: (i) in, on, under or above the Construction Staging Area during the Term or (ii) in, on, under or above any other real property owned or leased by the City during the Term, to the extent originating from the Construction Staging Area, except, in the case of either clause (i) or (ii), to the extent that the matter is covered by the

City's indemnity in Section 9.2.1(c); and (c) the breach by the Authority of any of its obligations under this Article 9. Without limiting the foregoing, this indemnification shall include any and all costs incurred in connection with any investigations of all or any portion of the Construction Staging Area or such other real property or any cleanup, removal, repair, remediation, detoxification or restoration and the preparation of any closure or other plans (including the Cleanup Plan) required or permitted by any Governmental Authority.

9.2.3 Limitation. The indemnification obligations set forth in this Section 9.2 shall exclude the obligation to indemnify a Party for any incidental or consequential damages and shall be solely limited to Remediation Costs.

9.3 Clean Up. If the City or the Authority is responsible for Remediation Costs pursuant to Section 9.2, or if there is a Release of Hazardous Substances (other than De Minimis Amounts) in, on, under or above the Construction Staging Area or other real property owned or leased by the City (whether or not originating from adjacent property), the Party which is responsible for the Remediation Costs under Section 9.2 shall promptly conduct a site assessment, take any immediate action required by applicable Legal Requirements for containment of any Release, and prepare and implement a plan for clean-up of the Release and/or Hazardous Substances (other than De Minimis Amounts) (the "Cleanup Plan").

9.4 Survival. The City's and the Authority's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 10 INSPECTION AND RIGHT OF ENTRY

10.1 Inspection and Entry. The City shall have the right at any time and from time to time during the Authority's normal business hours to enter upon the Construction Staging Area, or any part thereof, at any time during the Term to the extent reasonably required for the City to determine whether the Authority is observing and performing its obligations under this Agreement, provided that the City shall give the Authority at least forty-eight (48) hours notice prior to any inspection of any part of the Construction Staging Area which is not open to the public and further provided the Authority may require the City to be escorted throughout the Construction Staging Area, but the City shall nonetheless have full access. The notice and escort requirements provided for in this Section 10.1 shall not be required if and to the extent that the City has reasonable cause to believe that an emergency exists requiring immediate attention. Any inspection or entry by the City onto the Construction Staging Area shall be conducted, to the extent reasonably practicable, in a manner so as to minimize disruption and/or interference with the activities being conducted by the Authority on the Construction Staging Area.

ARTICLE 11 DEFAULT AND REMEDIES

11.1 Events Constituting Default. A Party shall be deemed to be in default (a "Default") under this Agreement:

11.1.1 Failure to Pay or Perform. If such Party (a) breaches any obligation herein or fails to perform any obligation required to be performed by such Party hereunder in accordance with any time period required for performance, and (b) such Party fails to commence to cure any such breach or failure to perform within thirty (30) days [fifteen (15) days in the event of failure to pay money] after written notice thereof to such Party from the non-defaulting Party, and such cure is not completed within a period of ninety (90) days [fifteen (15) days in the event of failure to pay money] after such written notice; or

11.1.2 Bankruptcy. Upon the occurrence of any Act of Bankruptcy with respect to such Party; provided, however, that the occurrence and pendency of any Act of Bankruptcy shall not constitute an Event of Default for so long as such Party is performing all of its covenants, agreements, obligations, liabilities and duties under this Agreement.

11.2 The Authority's Remedies. If the City is in Default, the Authority may exercise any right or remedy then available in law or equity, other than termination of this Agreement.

11.3 The City's Remedies. If the Authority is in Default, the City may exercise any right or remedy then available in law or equity, other than termination of this Agreement; provided, however, that this limitation on remedies shall not apply to a termination of this Agreement pursuant to the provisions of Section 3.1.

11.4 Concurrent or Consecutive Remedies. The rights and remedies for a Default may be exercised concurrently or consecutively, from time to time or at any time.

11.5 Partial Cure. No acceptance by a Party of a partial cure of a Default shall diminish such Party's rights and remedies herein for Default, or be deemed a cure or waiver of such Default, unless a waiver of the foregoing is specifically set forth in writing signed by the non-defaulting Party.

11.6 Self-Help Rights. If a Party shall fail to make any payment required to be made under this Agreement or shall default in the performance of any other covenant, agreement, term, provision, limitation or condition herein contained, the other Party, without being under any obligation to do so and without thereby waiving such Default, may make such payment and/or remedy or correct such other Default for the account and at the expense of the defaulting Party. Except as otherwise specifically set forth in this Agreement, the non-defaulting Party shall give the defaulting Party thirty (30) days prior written notice before taking any such action; provided, however, the City may take sooner action as provided in Section 7.5 with respect to the Authority's failure to obtain or maintain the required insurance hereunder, and provided, further, however, that a non-defaulting Party may take immediate action without notice to the defaulting Party in the event of an emergency or if the possibility of a lien against the Construction Staging Area is imminent. Bills for all reasonable expenses and disbursements of every kind and nature whatsoever, including reasonable attorneys' fees and reasonable out-of-pocket expenses, involved in collection or endeavoring to collect any amount due or enforcing or endeavoring to enforce any other right against the defaulting Party under or in connection with this Agreement or pursuant to law, including without limitation any cost, expense and disbursements involved in

instituting and prosecuting summary proceedings, as well as bills for any property, material, labor or services provided, furnished or rendered or caused to be furnished or rendered by the non-defaulting Party to or on behalf of the defaulting Party or with respect to the Construction Staging Area, together with interest at the Default Rate from the respective dates of the non-defaulting Party's making of each such payment or incurring of each such cost or expense until paid in full, may be sent by the non-defaulting Party to the defaulting Party immediately or at any time at the non-defaulting Party's option and shall be due and payable in full to the non-defaulting Party immediately upon demand.

ARTICLE 12 ASSIGNMENTS

12.1 Assignment by the Authority. Upon compliance with the requirements of this Article 12, the Authority may assign all, but not less than all, of its interest in this Agreement to any assignee permitted under the Development Agreement. An assignment permitted by this Agreement is an "Authorized Assignment" and the assignee, an "Authorized Assignee." An Authorized Assignment shall not in any event act to release the Authority of any of the Authority's obligations or liabilities under this Agreement.

12.2 Effect of Unauthorized Assignment. Any other attempted assignment, sublicense, conveyance, or disposition of all or any portion of the interest of the Authority in this Agreement shall be absolutely null and void and shall constitute a material breach of the terms of this Agreement.

12.3 Release of Assignor; Assignee Liable. Upon the occurrence of an Authorized Assignment and the Authorized Assignee's delivery to the City of the assumption instrument referred to in Section 12.4, the assignor (except the Tourism and Sports Authority named in the first paragraph of this Agreement) shall be released from liabilities and obligations under this Agreement accruing from and after the effective date of the Authorized Assignment, and not otherwise.

12.4 Authorized Assignee Bound; Assumption in Writing. Every Authorized Assignee shall be and become and remain liable for the payment of all sums payable hereunder by the assignor and for the due performance of all the covenants, agreements, terms and provisions hereof on the Authority's part to be performed throughout the Term, and every provision of this Agreement applicable to the Authority shall apply to and bind every such Authorized Assignee with the same force and effect as though such Authorized Assignee were the Authority. No transfer to such Authorized Assignee shall be binding upon the City unless such Authorized Assignee shall deliver to the City an instrument which contains a covenant of assumption by said Authorized Assignee.

12.5 Applicability. Any other provision of this Agreement to the contrary notwithstanding, the restrictions in Section 12.1 shall not apply to prevent or limit the right of the Authority to allow use of the Construction Staging Area by its agents, representatives, contractors, subcontractors, licensees, and invitees in connection with a Permitted Use.

**ARTICLE 13
CONFLICTS OF INTEREST;
REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

13.1 Conflicts of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City or the Authority shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested.

13.2 No Personal Liability. No City officer, director or staff member or Authority Board of Directors member, elected or appointed official, officer, staff member, agent, committee member, volunteer or employee of the City or the Authority shall be personally liable to the Authority or the City, or either of their respective successors and assignees, nor to any other party (a) in the event of any default or breach by their respective entity, (b) for any amount which may become due to the other party or its successors or assigns or to any third party, or (c) pursuant to any obligation of the City or the Authority under the terms of this Agreement.

**ARTICLE 14
NOTICES**

14.1 Notices. Any notice, demand, request, approval, consent or other communication (a "Notice" or "Notices") which may be required or desired to be given in connection with the obligations of this Agreement shall be given in writing and addressed to the Parties as shown below, with copies required as shown below, and Notices shall be deemed given if addressed, sent or delivered as follows:

To the Authority:

Tourism and Sports Authority
Attention: Ted A. Ferris, President
14500 N. Northsight Blvd., Suite 312
Scottsdale, Arizona 85260
Facsimile: (480) 505-0534

With a copy to:

Fennemore Craig, P.C.
Attn: Sarah A. Strunk and Ronald L. Ballard
3003 North Central Ave., Suite 2600
Phoenix, Arizona 85012
Facsimile: (602) 916-5560

To the City:

City of Glendale
Attn: City Manager
5850 W. Glendale Avenue
Glendale, Arizona 85301
Facsimile: (623) 847-1399

With a copy to:

City of Glendale
Attn: City Attorney
5850 W. Glendale Avenue
Glendale, Arizona 85301
Facsimile: (623) 847-2391

14.2 Manner of Delivery. Notices shall be either (a) personally delivered (including delivery by, for example, an established and reputable local courier service or nationally recognized courier service) to the addresses set forth above, in which case Notices shall be deemed delivered on the date of delivery to said addresses; (b) sent by certified or registered mail, return receipt requested, in which case they shall be deemed delivered on the date of delivery that is shown on the return receipt, unless delivery is refused or delayed by the addressee, in which event Notices shall be deemed delivered on the date of first attempted delivery; or (c) sent via facsimile to the facsimile numbers shown above with the transmission confirmation printout of same retained by sender, in which case Notices shall be deemed delivered on the date of transmission. Other than as described above, any written Notice addressed as shown above and actually received by any means (including United States Mail) at the addresses or fax numbers above, shall be deemed proper notice as of the date of receipt. The burden of proof of receipt is on the sender in all cases described above in this Article. A properly completed United States Mail return receipt, fax confirmation sheet, nationally recognized courier or established and reputable local courier record of delivery, or delivery receipt executed by an appropriate employee at the addresses shown above, is prima facie evidence of delivery. Individuals to be noticed on behalf of a Party and other information above may be changed by proper Notice.

ARTICLE 15 GENERAL PROVISIONS

15.1 Cooperation. The Authority and the City hereby acknowledge and agree that they shall cooperate in good faith with each other and use commercially reasonable efforts to pursue the obligations imposed by this Agreement.

15.2 Representatives of the Parties. The following representatives are appointed in order to assist with the expeditious administration of this Agreement:

15.2.1 City Representative. The City hereby appoints, authorizes and empowers the City Manager to provide the City's consent, waiver or approval as required hereunder and to grant extensions of any of the time periods set forth in this Agreement without further action of the City Council, except for any actions requiring City Council approval as a matter of law. All such consents, waivers, approvals, or extensions pursuant to this Section 15.2.1: (i) shall be in writing and signed by the City Manager, or any City employee designated in writing by the City Manager to give such consent or approval; and (ii) are expressly declared to be administrative acts of the City Manager, or any City employee designated in writing by the City Manager.

15.2.2 Authority Representative. The Authority hereby appoints, authorizes and empowers its Executive Director to provide the Authority's consent, waiver or approval as required hereunder and to grant extensions of any of the time periods set forth in this Agreement without further action of the Authority or its Board of Directors, except for any actions requiring approval by the Authority's Board of Directors as a matter of law. All such consents, waivers, approvals, or extensions pursuant to this Section 15.2.2: (i) shall be in writing and signed by the Authority's Executive Director, or any authorized officer designated in writing by the Authority's Executive Director to give such consent or approval, and (ii) are expressly declared to be administrative acts of the Authority's Executive Director, or any authorized officer designated in writing by the Authority's Executive Director to give such consent or approval.

15.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement has been made and entered into in Maricopa County, Arizona.

15.4 Run With the Construction Staging Area; Successors and Assigns; No Third-Party Beneficiaries. This Agreement shall run with the Construction Staging Area during the duration of the Term, and the obligations set forth in this Agreement shall be binding upon the Parties and their successors and assigns, and shall inure to the benefit of the Parties, and their authorized successors and authorized assigns. Except as otherwise may be specifically provided in this Agreement, no other Person shall be entitled to rely on or enforce any provision of this Agreement against any Party, whether as a third-party beneficiary or otherwise, it being specifically intended that, except as otherwise specifically provided in this Agreement with respect to the Authority Indemnified Parties and the City Indemnified Parties, there shall be no third-party beneficiaries to this Agreement or any third-party reliance on this Agreement.

15.5 Construction. This Agreement has been fully negotiated by both Parties with the assistance of legal counsel and shall be construed impartially in light of all pertinent facts and circumstances and not narrowly against any Party.

15.6 Waiver. No waiver by either Party of any breach, default or any of the terms, covenants or conditions of this Agreement shall be construed or held to be a waiver or custom of waiver of any same, similar, succeeding or preceding breach, default or term of this Agreement, as the case may be. To be effective, all waivers shall be in writing and signed by the Party to be charged.

15.7 Attorneys' Fees. In the event of any litigation between the Parties in connection with this Agreement, the Party prevailing in such action shall be entitled to recover from the other Party all of its costs and fees of litigation, whether or not they would be recoverable costs pursuant to court rule, together with reasonable attorneys' fees, which shall be determined by the court and not by the jury. In the event both Parties are awarded relief, such costs and fees shall be awarded as the court may determine.

15.8 Severability. In the event that any phrase, clause, sentence, paragraph, section, Article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null

or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by law.

15.9 Incorporation of Exhibits and Recitals. All Exhibits attached to this Agreement are incorporated in this Agreement by this reference as though fully set forth in this Agreement. The Parties acknowledge and agree that all of the "Recitals" at the beginning of this Agreement are true and correct and are incorporated in this Agreement as binding agreements and obligations of this Agreement by this reference.

15.10 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter of this Agreement, and except as otherwise specified in this Agreement, all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties, oral or written, other than the Development Agreement, are superseded by this Agreement and merged into this Agreement. No subsequent novation, renewal, addition, deletion, or other amendment to this Agreement shall have any force or effect unless embodied in a written amendment or other agreement properly executed by the Parties.

15.11 Headings, Number and Gender. The headings of the Articles and Sections in this Agreement are for convenience of location reference only and are not intended to, and shall not, be used in the interpretation of the text therein or be deemed to limit, expand, amend, modify, define or otherwise affect the text therein. Any number, gender or pronoun used in this Agreement shall mean any other number, gender or pronoun where the context clearly requires such interpretation.

15.12 No Joint Venture. This Agreement is not intended to be, and shall not be construed as, a joint venture, partnership or other business entity created by or between the Parties, and neither Party is an agent for the other for any purpose nor has the power to bind the other for any purpose.

15.13 Time of the Essence. Time is of the essence of this Agreement in each and all of its provisions.

15.14 Further Documentation. Each Party agrees in good faith to execute such further or additional documents as may be necessary or appropriate to fully carry out the intent and purpose of this Agreement, including executing, acknowledging and recording such documents as may be necessary to evidence the termination of this Agreement.

15.15 Time Periods. Except as expressly provided for in this Agreement, the time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 o'clock p.m. (local Phoenix time) on the last day of the applicable time period provided for in this Agreement. If the time for the performance of any obligation or taking any action under this Agreement expires on a Saturday, Sunday or legal holiday, the time for performance or taking such action will be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday.

15.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

Signature and acknowledgement pages may be detached from individual counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document.

15.17 References. References in this Agreement to "Articles", "Sections", and "Exhibits" are to the Articles and Sections in and the Exhibits to this Agreement, unless otherwise noted in the text of this Agreement.

15.18 Nature of Funds. The obligations of the Authority pursuant to the provisions of this Agreement which require the expenditure of funds do not constitute a general obligation or indebtedness of the Authority within the meaning of any constitutional or statutory debt limitation or restriction, and does not obligate the Authority to make any expenditure from proceeds of ad valorem taxes or obligations to which any general taxing authority is pledged or from their general funds unless the expenditure has been duly budgeted if and to the extent required by law and is within all budget and expenditure limitations of, and is not in conflict with, the Constitution or laws of the State of Arizona.

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IN WITNESS WHEREOF, the City and the Authority have caused this Agreement to be duly executed to be effective as of the day and year first above written.

THE CITY:

CITY OF GLENDALE, ARIZONA,
a municipal corporation

By: **EXHIBIT** _____

Attest: City Clerk

Approved as to Form: City Attorney

THE AUTHORITY:

TOURISM AND SPORTS
AUTHORITY, a corporate and political
body organized and existing under the laws
of the State of Arizona

By: **EXHIBIT** _____

EXHIBIT A
LEGAL DESCRIPTION FOR THE CONSTRUCTION STAGING AREA

The Parties agree to establish the legal description of the Construction Staging Area pursuant to the provisions of Section 2.6 of the Agreement; provided, however, that the Parties agree that the Construction Staging Area shall be located west of the re-aligned 95th Avenue depicted on the Site Plan.

**EXHIBIT B
SITE PLAN**

**The Site Plan for purposes of this Agreement shall be that
certain Site Plan referenced in the Development Agreement.**

EXHIBIT G

[FAA REPORT]



Federal Aviation Administration
Western Pacific Regional Office
PO Box 92007-AWP-520
Los Angeles, CA 90009-2007

AERONAUTICAL STUDY NO.
2002-AWP-2590-OE
PRIOR STUDY NO.

Issued Date: 8/26/2002

JIM COLSON
CITY OF GLENDALE
5850 WEST GLENDALE AVENUE
GLENDALE, AZ 85301

**** DETERMINATION OF NO HAZARD TO AIR NAVIGATION ****

The Federal Aviation Administration has completed an aeronautical study under the provisions of 49 U.S.C., Section 44718 and, if applicable, Title 14 of the Code of Federal Regulations, part 77, concerning:

Structure Type: STADIUM-MIDPOINT
Location: GLENDALE, AZ
Latitude: 33-31-42.5 NAD83
Longitude: 112-15-34.5
Heights: 198 feet above ground level (AGL)
1268 feet above mean sea level (AMSL)

This aeronautical study revealed that the structure does not exceed obstruction standards and would not be a hazard to air navigation provided the following condition(s), if any, is(are) met:

As a condition to this Determination, the structure should be marked and/or lighted in accordance with FAA Advisory Circular 70/7460-1 70/7460-1; Obstruction Marking and Lighting, red lights - Chapters 4,5(Red), &12.

It is required that the enclosed FAA Form 7460-2, Notice of Actual Construction or Alteration, be completed and returned to this office any time the project is abandoned or:

At least 10 days prior to start of construction
(7460-2, Part I)

Within 5 days after the construction reaches its greatest height
(7460-2, Part II)

As a result of this structure being critical to flight safety, it is required that the FAA be kept appraised as to the status of the project. Failure to respond to periodic FAA inquiries could invalidate this determination.

See attachment for additional condition(s) or information.

The structure considered under this study lies in proximity to an airport and occupants may be subjected to noise from aircraft operating to and from the airport.

This determination expires on 2/26/2004 unless:

- (a) extended, revised or terminated by the issuing office.
- (b) the construction is subject to the licensing authority of the Federal Communications Commission (FCC) and an application for a construction permit has been filed, as required by the FCC, within 6 months of the date of this determination. In such case, the determination expires on the date prescribed by the FCC for completion of construction, or the date the FCC denies the application.

NOTE: REQUEST FOR EXTENSION OF THE EFFECTIVE PERIOD OF THIS DETERMINATION MUST BE POSTMARKED OR DELIVERED TO THIS OFFICE AT LEAST 15 DAYS PRIOR TO THE EXPIRATION DATE.

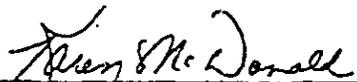
This determination is based, in part, on the foregoing description which includes specific coordinates, heights, frequency(ies) and power. Any changes in coordinates, heights, and frequencies or use of greater power will void this determination. Any future construction or alteration, including increase to heights, power, or the addition of other transmitters, requires separate notice to the FAA.

This determination does include temporary construction equipment such as cranes, derricks, etc., which may be used during actual construction of the structure. However, this equipment shall not exceed the overall heights as indicated above. Equipment which has a height greater than the studied structure requires separate notice to the FAA.

This determination concerns the effect of this structure on the safe and efficient use of navigable airspace by aircraft and does not relieve the sponsor of compliance responsibilities relating to any law, ordinance, or regulation of any Federal, State, or local government body.

A copy of this determination will be forwarded to the Federal Communications Commission if the structure is subject to their licensing authority.

If we can be of further assistance, please contact our office at (310) 725-6557. On any future correspondence concerning this matter, please refer to Aeronautical Study Number 2002-AWP-2590-OE.



Karen McDonald
Specialist

(DNE)

Attachment(s)

7460-2 Attached

Attachment

BASED ON A SIGNED REQUEST FROM THE CITY OF GLENDALE, THE AIRPORT AUTHORITY AND OWNER OF THE GLENDALE MUNICIPAL AIRPORT, THE FAA FLIGHT PROCEDURES OFFICE (FPO) HAS FORWARDED A REQUEST TO THEIR PROGRAM OFFICE TO ESTABLISH A WORK FILE TO RAISE THE AIRCRAFT CATEGORY C CIRCLING MINIMUMS AT GEU TO ACCOMMODATE THIS PROPOSED STRUCTURE. SPONSOR SHALL NOTIFY THE FPO WHEN CONSTRUCTION REACHES A HEIGHT OF 1240'AMSL SO THAT NOTAMS CAN BE ISSUED IF THE NEW MINIMUMS HAVE NOT BEEN PROCESSED AND PUBLISHED BY THAT TIME.