

When recorded return to:

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Attention: Sarah A. Strunk, Esq.

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sarabiam

**AMENDMENT NUMBER TWO**

**to the**

**DEVELOPMENT AND DISPOSITION**

**and**

**INTERGOVERNMENTAL AGREEMENT**

**by and between**

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

**and the**

**CITY OF GLENDALE, ARIZONA**

**AMENDMENT NUMBER TWO TO THE  
DEVELOPMENT AND DISPOSITION  
and  
INTERGOVERNMENTAL AGREEMENT  
(Tourism and Sports Authority)**

THIS AMENDMENT NUMBER TWO TO THE DEVELOPMENT AND DISPOSITION AND INTERGOVERNMENTAL AGREEMENT (this "Amendment") is made to be effective as of the 1st day of July, 2007 (the "Effective Date"), by and between the CITY OF GLENDALE, ARIZONA, an Arizona municipal corporation (the "City"), and the TOURISM AND SPORTS AUTHORITY, d/b/a the Arizona Sports and Tourism Authority, a corporate and political body of the State of Arizona (the "Authority"). The City and the Authority are sometimes hereinafter collectively called the "Parties".

RECITALS

A. The Parties entered into a Disposition and Development Agreement and Intergovernmental Agreement on September 3, 2002 and supplemented on September 11, 2002, as amended (the "Agreement"), pursuant to which, among other things, the City is to acquire and convey property to the Authority for the Facility and to install and construct certain infrastructure and parking for the Facility and recorded on September 5, 2002 in Document No. 2002-0912994, Official Records of Maricopa County, Arizona.

C. The City and the Authority entered into an Amendment Number One to the Disposition and Development Agreement and Intergovernmental Agreement on July 22, 2003.

D. The City, the Authority and the Cardinals amended the Agreement pursuant to the terms of the Memorandum of Agreement dated as of November 1, 2004.

E. As of the Effective Date, the City and the Authority agreed to amend the Agreement to relieve the City of certain obligations to make payments for marketing expenses

and to reassign to the City the cost of certain traffic control and police outside of the secure perimeter (designated by fenceline) of the Facility and have been conducting their business in accordance with this Amendment since the Effective Date.

F. The City and the Authority have agreed to enter into this Amendment to set forth their agreement in writing.

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 Amendment:

#### ARTICLE I DEFINITIONS

The capitalized terms used in this Amendment shall have the meanings set forth in the Agreement, except where the context clearly indicates otherwise.

#### ARTICLE II AMENDMENTS TO THE AGREEMENT

2.1 Section 6.4: Marketing Expenses. Section 6.4 of the Agreement is hereby deleted in its entirety.

2.2 Section 11.1: Off-Facility Property Traffic Control and Safety. Section 11.1 is amended by deleting it in its entirety and replacing it with the following:

11.1 Outside Facility Perimeter Traffic Control and Safety. All pedestrian and vehicular traffic control and management of typical public health, safety and welfare matters outside of the secure perimeter of the Facility designated by fence line surrounding the Facility (the "Perimeter") in connection with Events will be provided by the City or its designee in accordance with the City's agreement with the Facility manager. 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.

2.3 Section 11.3: On-Facility Property Traffic and Safety Management. Section 11.3 is amended by deleting it in its entirety and replacing it with the following:

11.3 Inside Facility Perimeter Traffic Control and Safety. The Authority is responsible for all safety and security inside the Perimeter at its sole cost and expense. The Authority agrees to reimburse the City for all Glendale police officers and any other Arizona POST certified officers used for security within the Perimeter at the rate of Forty-five Dollars per hour (\$45/hour) for the 2007-2008 fiscal year, increased each year thereafter by the U.S. Consumer Price Index (all urban), provided, however, such increase shall in no event exceed five percent (5%) in any given year.

### ARTICLE III MISCELLANEOUS

3.1 No Other Amendments. Except as specifically set forth in this Amendment, no other term, condition, obligation or provision of the Agreement is amended and remains in full force and effect.

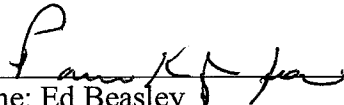
3.2 Recordation of Amendment. This Amendment shall be recorded in the Official Records of Maricopa County, Arizona, within ten (10) calendar days after its approval and execution by the City and the Authority.

3.3 A.R.S. § 38-511. The Parties acknowledge and as required by law notice is hereby given that the Agreement and this Amendment is subject to A.R.S. § 38-511.


[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment this 22<sup>nd</sup> day of July, 2009.

CITY OF GLENDALE  
an Arizona municipal corporation

By   
Name: Ed Beasley  
Title: City Manager

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

  
City Attorney

**ATTEST:**  
  
City Clerk (Seal)

TOURISM AND SPORTS AUTHORITY,  
d/b/a Arizona Sports and Tourism Authority  
an Arizona corporate and political body

By: \_\_\_\_\_  
Name: Thomas R. Sadler  
Title: President and CEO

STATE OF ARIZONA        )  
  )ss.  
COUNTY OF MARICOPA    )

On this \_\_\_ day of \_\_\_\_\_, 2009, before me, the undersigned officer, personally appeared Thomas R. Sadler, the President and CEO of the TOURISM AND SPORTS AUTHORITY, d/b/a the Arizona Sports and Tourism Authority, an Arizona corporate and political body, and 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.

\_\_\_\_\_  
Notary Public

NOTARY SEAL:

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment this \_\_\_\_ day of July, 2009.

CITY OF GLENDALE  
an Arizona municipal corporation

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

By \_\_\_\_\_  
Name: Ed Beasley  
Title: City Manager

\_\_\_\_\_  
City Attorney

**ATTEST:**

\_\_\_\_\_  
City Clerk

TOURISM AND SPORTS AUTHORITY,  
d/b/a Arizona Sports and Tourism Authority  
an Arizona corporate and political body

By: Thomas R. Sadler  
Name: Thomas R. Sadler  
Title: President and CEO

STATE OF ARIZONA        )  
  )ss.  
COUNTY OF MARICOPA    )

On this 28 day of July, 2009, before me, the undersigned officer, personally appeared Thomas R. Sadler, the President and CEO of the TOURISM AND SPORTS AUTHORITY, d/b/a the Arizona Sports and Tourism Authority, an Arizona corporate and political body, and 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.

Kim Monroe  
Notary Public

NOTARY SEAL:



APPROVED PURSUANT TO THE PROVISIONS OF SECTION 20.8:

“CARDINALS”

ARIZONA CARDINALS FOOTBALL CLUB LLC, a Delaware limited liability company, f/k/a ARIZONA CARDINALS FOOTBALL CLUB, INC., an Arizona corporation, f/k/a B&B HOLDINGS, INC.

By: *Michael Bidwill*

Printed Name: Michael J. Bidwill

Title: President

STATE OF ARIZONA     )  
                                  )ss.  
COUNTY OF MARICOPA )

On this 16<sup>th</sup> day of November, 2009, before me, the undersigned officer, personally appeared Michael Bidwill the President of ARIZONA CARDINALS FOOTBALL CLUB LLC, a Delaware limited liability company, f/k/a ARIZONA CARDINALS FOOTBALL CLUB, INC., an Arizona corporation, f/k/a B&B HOLDINGS, INC., and 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.

*D'Ann Jordan*  
Notary Public

NOTARY SEAL:

