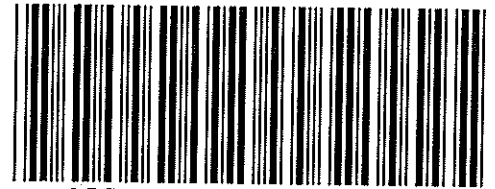


When recorded return to:

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

HOLD FOR PICK-UP
DCD/LEGAL EAGLES



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2002-0938724 09/12/02 16:17
1 OF 1

TELLEZH

City of Glendale C-4595-3

**SUPPLEMENT TO
DEVELOPMENT AND DISPOSITION
AND
INTERGOVERNMENTAL AGREEMENT
By and Between
TOURISM AND SPORTS AUTHORITY,
and the
CITY OF GLENDALE, ARIZONA**

September 11, 2002

20020909724

**SUPPLEMENT TO
DEVELOPMENT AND DISPOSITION
and
INTERGOVERNMENTAL AGREEMENT

(Tourism and Sports Authority)**

This document, dated as of September 11, 2002, is a Supplement to the Development And Disposition and Intergovernmental Agreement dated as of September 3, 2002 by and between the CITY OF GLENDALE, ARIZONA, an Arizona municipal corporation (as the "City" or a "Party"), and the TOURISM AND SPORTS AUTHORITY, a corporate and political body of the State of Arizona (as the "Authority" or a "Party") recorded with the County Recorder of Maricopa County, Arizona on September 5, 2002 at Document Number 2002-0912994 (the "Agreement"). All capitalized terms used in this Supplement are defined in the Agreement.

As a Supplement to the Agreement, the City and the Authority agree as follows:

1. At the time that the multipurpose facility site (as that phrase is used in the Act) is provided to the Authority, the City will own all or part of such multipurpose facility site. The multipurpose facility site includes, but is not limited to, the Facility Property, the Parking Area Land, the Multipurpose Facility Area, the Offsite Parking Spaces, the Coyote Arena Spaces, 91st Avenue, 93rd and 95th Avenue, the Maryland Avenue right of way and related easements rights of way and other improvements which are intended to serve and facilitate the construction, use and operation of the Facility and its constituent improvements, the presentation and staging of Events, Event parking, ingress, egress, traffic management and the like.

2. In accordance with, *inter alia*, A.R.S. Section 5-807(B)(10), the City shall maintain insurance or an adequate self-insurance plan for any liability of the City. The Authority agrees that the insurance and self-insurance plan currently maintained by the City as disclosed by

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the City to the Authority satisfies such requirement.

3. In addition to the provisions of Section 20.18, the Authority, prior to entering into the Agreement, had reviewed reports related to the financial condition of the City with respect to the City's obligations under the Agreement and, pursuant to, *inter alia*, A.R.S. Section 5-807(E)(1), the Authority has confirmed that the same constitutes sufficient financial assurances for the performance of the City's obligations under the Agreement.

4. As hereby supplemented, the Agreement continues in full force and effect.

[The remainder of this page is intentionally left blank. The following page (Page 4) is the signature page.]

2002090724

IN WITNESS WHEREOF, the City has caused this Supplement to be duly executed in its name and behalf by its City Manager 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.

"CITY"

City of Glendale
An Arizona municipal corporation

By Ed Beasley
Ed Beasley
City Manager

Attest:

Pamela Oliveira
Pamela Oliveira
City Clerk

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

Richard H. Flaaen
Richard H. Flaaen
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 10 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 SEAL



Connie S. Sodaro
Notary Public

"AUTHORITY"

TOURISM AND SPORTS AUTHORITY
an Arizona corporate and political body

By: *Ted A. Ferris*
Printed Name: Ted A. Ferris
Title: President, CEO and Executive Director

STATE OF ARIZONA)
)ss.
COUNTY OF MARICOPA)

On this 11 day of September, 2002, before me, the undersigned officer, personally appeared Ted A. Ferris, the President, CEO and Executive Director of the TOURISM AND SPORTS AUTHORITY, an Arizona corporate and political body, and s/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

