CITY CLERK
ORIGINAL

C-8115-1
09/04/2012

FIRST AMENDMENT TO TOLLING AGREEMENT

This FIRST AMENDMENT TO TOLLING AGREEMENT (this "Amendment") is entered into effective as of September 4, 2012 (the "Amendment Effective Date") among the City of Glendale, Arizona (the "City"); Arizona Tourism and Sports Authority, d/b/a Arizona Sports and Tourism Authority ("AZSTA"); and Arizona Cardinals Football Club LLC (together with its affiliates, the "Cardinals").

WHEREAS, AZSTA, the Cardinals and the City (collectively, the "Parties," and individually, "Party") have entered into a Tolling Agreement effective as of July 10, 2012 (the "Tolling Agreement");

WHEREAS, the Parties desire to amend the Tolling Agreement in certain respects as set forth below;

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

1. The reference in Section 2 of the Tolling Agreement to "September 4, 2012" is hereby deleted and replaced with "February 15, 2013."

2. Consistent with paragraph 1 above, the Parties confirm and agree that their agreement, as set forth in Section 1 of the Tolling Agreement, to defer commencing any civil action or other legal proceeding with respect to any of the "Claims" until after the "Termination Date," is hereby extended to continue during and for the period through and including February 15, 2013.

3. The Tolling Agreement, as amended hereby, is hereby ratified, confirmed and approved and remains in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this First Amendment to Tolling Agreement to be effective as of the Amendment Effective Date.

CITY:

CITY OF GLENDALE, a municipal corporation

By: _____
Horatio Skeete, City Manager

Approved as to form:

_____
Craig Tindall, City Attorney

Attestation:

_____
Pam Hanna, City Clerk

AZSTA:

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

By: _____
Tom Sadler, President and CEO

THE CARDINALS:

ARIZONA CARDINALS FOOTBALL CLUB LLC

By: _____
Michael J. Bidwill, President

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Tom Sadler, President and CEO

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ARIZONA CARDINALS FOOTBALL CLUB LLC

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Michael J. Bidwill, President

CITY CLERK
ORIGINAL

C-8115
07/10/2012

TOLLING AGREEMENT

This TOLLING AGREEMENT (this "Agreement") is entered into effective as of July 10, 2012 (the "Effective Date") among the City of Glendale, Arizona (the "City"); Arizona Tourism and Sports Authority, d/b/a Arizona Sports and Tourism Authority ("AZSTA"); and Arizona Cardinals Football Club LLC (together with its affiliates, the "Cardinals").

WHEREAS, AZSTA and the Cardinals believe they have various claims against the City arising out of or relating to parking and other rights and obligations concerning the University of Phoenix Stadium (the "Stadium") property, the Westgate City Center property (each of which are located in the City), other property located adjacent to or in the vicinity of the foregoing properties, and various agreements relating to the foregoing rights or obligations (collectively, "Claims"), including without limitation the claims described in the May 2, 2012 notice of claim letter from AZSTA and the Cardinals to the City (the "Notice of Claim"), which by this reference is incorporated herein;

WHEREAS, AZSTA, the Cardinals and the City (collectively, the "Parties," and individually, "Party") mutually desire for various reasons to defer legal proceedings on the Claims for an agreed-upon period of time, and therefore desire to enter into a binding agreement to correspondingly toll all periods of limitation or other defenses with respect to the Claims based on delay of any nature or on the passage or accrual of time, including without limitation any such matters based on any statute(s) of limitations, A.R.S. § 12-821.01, laches, or any provisions of any contracts to which any of the Parties is a party (collectively, "Statute(s) of Limitations and Other Defenses");

WHEREAS, the Parties desire to express their mutual agreements, covenants, promises, and understandings in a written instrument;

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

Section 1. Deferral of Legal Proceedings. The Parties agree to defer commencing any civil action or other legal proceeding with respect to any of the Claims until after the Termination Date (as defined below).

Section 2. Tolling. The Parties agree that the running of all Statute(s) of Limitations and Other Defenses for filing or giving notice of any claim, breach, failure to perform, or the like, or for commencing any civil action or other legal proceeding, will be and hereby is tolled and extended with respect to all of the Claims, for the period (the "Tolling Period") commencing on July 10, 2012 and continuing through and including the end of the day on September 4, 2012 (the "Termination Date"); and, accordingly, the Parties will not assert, plead, argue, or raise against each other in any fashion in any civil action or other legal proceeding involving any of the Claims, whether by complaint, answer, motion, or otherwise, any Statute(s) of Limitations and Other Defenses based on or as a result of any delay of any nature or on the passage or accrual of time during the Tolling Period. Upon expiration of the Tolling Period, the Tolling Period will not be counted in any way towards any Statute(s) of Limitations and Other Defenses, and each of the Parties covenants and agrees that it will not assert as a defense in any legal proceeding involving any of the Claims that the passage or accrual of time during the Tolling Period counts towards any Statute(s) of Limitations and Other Defenses.

Section 3. Binding Effect. This Agreement is binding on and will inure to the benefit of each of the Parties (including the affiliates of Arizona Cardinals Football Club LLC (including without limitation New Cardinals Stadium, LLC and Stadium Development LLC), each of which is an intended third-party beneficiary of this Agreement) and their respective predecessors, successors, and assigns.

Section 4. No Construction For or Against Any Party; No Prejudice, Admission or Waiver.. The language of this Agreement has been approved by all Parties, and this Agreement will not be construed or interpreted for or against any Party based on the grounds sole or primary authorship or draftsmanship or any similar rule of construction or interpretation. Nothing in this Agreement is intended to or will be used to prejudice the Cardinals or AZSTA, and nothing in this Agreement is intended as or constitutes an admission or a waiver by the Cardinals or AZSTA with respect to, any aspect of any of the Claims, all of which are expressly preserved, or any of their rights and remedies under any agreements to which the Cardinals or AZSTA are a party, all of which also are expressly preserved.

Section 5. No Oral Modification; Cooperation. This Agreement may not be altered, superseded, waived, or modified except in a writing signed by or on behalf of the Party or Parties to be bound. Each Party will execute such additional documents or instruments and perform such further acts as may be necessary or appropriate to effectuate this Agreement or its purposes.

Section 6. Counterparts. This Agreement may be executed in any number of duplicate originals, photocopies, facsimile copies, or pdf or other electronic copies, all of which (once each Party has executed at least one original or copy) will constitute one and the same instrument.

Section 7. Governing Law. This Agreement is made under, and is to be construed in accordance with, the laws of the State of Arizona, without regard to any principles of choice of law or conflicts of law of the State of Arizona or any other jurisdiction.

Section 8. Paragraph Headings. The paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the scope, construction, or interpretation of this Agreement or any of its provisions.

IN WITNESS WHEREOF, the Parties have signed this Agreement to be effective as of the Effective Date.

CITY:

CITY OF GLENDALE, a municipal corporation

By: _____
Horatio Skeete, City Manager

Approved as to form:

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Craig Tindall, City Attorney

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Pam Hanna, City Clerk

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

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Tom Sadler, President and CEO

THE CARDINALS:

ARIZONA CARDINALS FOOTBALL CLUB LLC

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Michael J. Bidwill, President

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