

CITY CLERK ORIGINAL

C-9193-2
02/19/2015

CONTRACT AMENDMENT #2
PROFESSIONAL SERVICES AGREEMENT
FOR
REVIEW OF RECORDS AND CALCULATING REVENUE

In accordance with the Terms and Conditions of the Professional Services Agreement C-9193 ("Agreement") entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Proeminent Sports, LLC, a Nevada limited liability company, Section 2, Schedule, of the aforementioned Agreement is hereby amended as follows:

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed on or before February 15, 2015, unless agreed to by the parties in writing.

16. **Confidentiality.** The designated Project Manager, Antonio Tavares, understands that during the scope of his services the IceArizona Hockey Co LLC, and its affiliated entities, (collectively the "Coyotes") may disclose or has disclosed information relating to it and its business partners operations, management, or finances, which to the extent previously, presently, or subsequently disclosed is hereinafter referred to as "Proprietary Information."

Antonio Tavares agrees to hold the Proprietary Information in confidence and to take all precautions necessary to protect the Proprietary Information as set forth in the Agreement between the City of Glendale and Arizona Coyotes which provides:

24.15.1 The Parties acknowledge that certain records and information of or in possession of the Arena Manager and the Team Owner relating to the use, management, and operation of the Arena Facility (including the terms and conditions of Licenses and Concessions Agreements, and any Arena Manager Affiliate Contracts inspected pursuant to Section 8.12.4(a)) and budgets, financial results of operations, and financial projections that are delivered to, audited, examined or inspected by the City pursuant to this Agreement, may be proprietary and may place the Team Owner and the Arena Manager at a competitive disadvantage if disclosed to any third party, including competitors and potential users of the Arena.

24.15.2 The Parties shall, at all times during the Term and subject to Applicable Law, take all precautions reasonably necessary to ensure that the proprietary information of any Party is not released or disclosed to Persons other than the Parties without the prior consent of the Party to which such information pertains.

24.15.3 Each of the Parties further agrees to notify the other Parties upon receipt of a request for disclosure of any such proprietary information so that each Party to this Agreement may take appropriate actions to protect such proprietary information.

24.15.4 In the event of any claim or litigation related to the City's efforts to protect from disclosure the private, propriety information of any other Party to this Agreement, the Party desiring the information be protected will accept the tender of the defense of this claim, defend the City against the claim, and fully indemnify and hold the City and each of its officials harmless from all costs, fees, penalties that may be assessed.

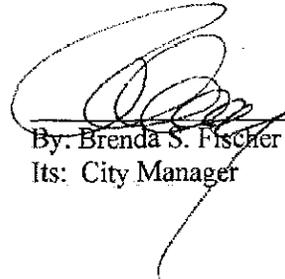
The parties agree that the Coyotes are third party beneficiaries of this section.

(Signatures below)

All other terms and conditions of the Agreement remain the same.

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation



By: Brenda S. Fischer
Its: City Manager

ATTEST:



Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey, City Attorney

Proeminent Sports, LLC,
a Nevada limited liability company



By: Antonio Tavares
Its: Managing Member