

MEYER, HENDRICKS, VICTOR, OSBORN & MALEDON
A PROFESSIONAL ASSOCIATION
ATTORNEYS AT LAW

SUITE 4000
2700 NORTH THIRD STREET
PHOENIX, ARIZONA 85004
602-263-8700

TELEX TWX 910-950-1101
TELECOPY (24 HOURS)
602-266-6751

PAUL J. MEYER

February 27, 1990

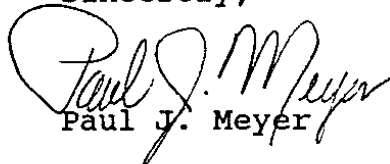
HAND DELIVERED

Jay S. Ruffner, Esq.
Lewis and Roca
18th Floor
40 North Central Avenue
Phoenix, Arizona 85004

Dear Jay:

Attached is a copy of your suggested revisions to the Suite License Agreement. We have reviewed the revisions and have discussed them with Jerry Geiger. The City hereby approves the amendment of the Suite License Agreement to reflect these revisions.

Sincerely,


Paul J. Meyer

PJM:jvr
Enclosure

cc: Jerry Geiger w/encl.

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CITY CLERK DEPT.



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ARENA SUITE LICENSE

Paragraphs 3.3, 10 and 11

3.3 Refusal Right. Upon the expiration of the term hereof, if Licensee is not in default hereunder, Licensee shall have a right-of-first-refusal to license the Suite for such term, at such price and subject to such other provisions as Operator shall require in its sole discretion pursuant to such form of license as Operator then shall have established for that purpose (the "Replacement License"). Operator shall provide Licensee with a Replacement License not later than 90 days prior to the Expiration Date. Licensee shall have 30 days following receipt thereof within which to exercise this refusal right by executing the Replacement License and returning the counterparts to Operator, together with any payment required thereby, whereupon the Replacement License shall become effective immediately upon the expiration of the term hereof. If Licensee does not so exercise this refusal right, then Licensee shall have irrevocably waived its right to do so and, upon the expiration of this License, Licensee shall have no further rights or interests with respect to the Suite, unless Operator substantially reduces the amount of the Deposits or the Annual Fees required by the Replacement License, in which event, Operator shall submit the revised Replacement License to Licensee, whereupon this refusal right again shall apply pursuant to the foregoing procedure. This refusal right shall not be applicable if this License is terminated prior to the expiration of the stated term.

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10. Requital. Licensee assumes all risk with respect to, waives all claims in connection with, and shall indemnify, hold harmless and defend Operator, the City, and their respective officers, agents and employees, from and against any and all claims and liability arising from any death of or injury to any person or damage to any property whatsoever: (i) occurring in, on or about the Suite, ~~for the facility~~; (ii) arising from any violation of any provision hereof or any default of any obligation of Licensee hereunder; or (iii) arising from any act, omission or negligence of Licensee, its agents, contractors, employees or guests. Licensee shall pay all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim and any action or proceeding brought thereon. If any action or proceeding is brought against Operator or the City by reason of any such claim, upon notice from Operator or the City, Licensee shall defend the same at Licensee's expense by counsel satisfactory to Operator or the City, or both Operator and the City if both are subject to such claim. Notwithstanding the foregoing, unless Licensee is reimbursed by insurance which Licensee is required to provide hereunder, Licensee shall not be required to indemnify Operator for damage or injury caused solely by the negligence or willful acts of Operator, its agents or employees, and shall not be required to indemnify the City for damage or injury caused solely by the negligence or willful acts of the City, its agents or employees.

11. Insurance. At its expense, Licensee shall maintain during the term hereof extended coverage commercial general liability insurance with a broad form general liability and host liquor liability endorsement which shall provide "occurrence" and not "claims made" coverage for bodily injury, death and property damage in or about the Suite or resulting from Licensee's use or maintenance thereof. The insurance shall be specifically applicable to the Suite and shall be in the amount of not less than \$1 million, single limit, subject to increase from time to time as Operator or the City may deem necessary to afford adequate coverage. The required insurance shall be by a valid policy issued by an insurance company rated not less than B+ XII in Best's Rating Guide, authorized to do business in Arizona and approved by Operator. Licensee shall cause the required insurance to name Operator and the City as additional insureds and to provide for cross-liability; to waive the insurer's recovery (subrogation) rights against Operator and the City (and Operator shall cause the Arena insurer also to waive its recovery (subrogation) rights against Licensee); to include contractual liability coverage for Licensee's indemnity and other obligations hereunder; and to require the insurer to notify Operator in writing at least 30 days prior to any cancellation, alteration or nonrenewal thereof. Upon the execution hereof and thereafter as the policy expires and is renewed or a new policy is issued, Licensee shall deliver to Operator a copy of the policy evidencing the required insurance and a letter or certificate from the insurer confirming that the premiums therefor have been paid and consenting to the waiver of recovery (subrogation) as herein provided. If Licensee fails to obtain the insurance required herein or to deliver a copy thereof to Operator, then either Operator or the City shall be entitled but without obligation to obtain the insurance coverage at Licensee's expense. Licensee waives all rights of recovery against Operator, the City and their respective officers, employees and agents, for all injury to persons and loss or damage to Licensee, its property or the property of others, which is insured against or covered by any insurance benefitting Licensee or which was required to be so insured or covered as herein provided.