

**APPLICATION FOR BOARD OF DIRECTORS OF THE LAS VEGAS
STADIUM AUTHORITY CREATED BY SENATE BILL 1 OF THE 30TH SPECIAL
SESSION OF THE NEVADA LEGISLATURE**

Interest Application

(Note: This document and accompanying materials become
public record once they are received by the Stadium Authority.)

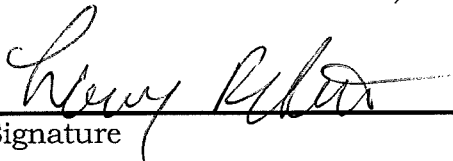
General Information

Applicant Name: Larry R. Austin
Home Address: 11791 Woodbrook Ct. **City** Las Vegas **Zip** 89141
Mailing Address: same **City** same **Zip** same
Home Phone: 702-914-9279 **Cell Phone:** 303-913-9070
Work Phone: 303-913-9070 **Fax:** n/a
Email Address: dirtgolf@yahoo.com
Current Employer: United Airlines

Residency Requirement

Senate Bill 1 requires that a member of the Board of Directors of the Las Vegas Stadium Authority reside WITHIN THE BOUNDARIES of the Stadium District. The Stadium District is composed of the area within a 25 mile radius of the Clark County Government Center located at 500 South Grand Central Parkway in Las Vegas. Please be sure you actually live within the boundaries before completing the remainder of this application. A map of the district has been posted on the Stadium Authority website along with this application (www.LVStadiumAuthority.com).

I verify by my signature below that all statements made on the application, as well as any information attached thereto, are true and complete to the best of my knowledge.

 12/9/16
Signature Date

REQUIRED ADDITIONAL INFORMATION

(Your application will NOT be considered without the additional information noted below)

Along with this application, please submit a letter of interest as well as a separate document providing the information that is asked for on the following page.

SUBMITTING APPLICATION

You may submit this document and the required information by **NOON, DECEMBER 19, 2016**, by email to Brian Haynes at bhaynes@appliedanalysis.com or deliver the same in person to Applied Analysis, 6385 S. Rainbow Blvd., Suite 105, Las Vegas.

Las Vegas Stadium Board Information Sheet

Larry R. Austin
11791 Woodbrook Ct.
Las Vegas NV 89141
303-913-9070c

Education:

1976 Graduate of United States Air Force Academy, Bachelor of Science in Economics
1984 Golden Gate University, Masters of Business Administration

Employment:

1972-1997 United States Air Force Pilot, retired Lieutenant Colonel
1985-Present United Airlines Pilot, Manager

Work experience:

While in the USAF I was personally involved in the development of many training programs relative to personal and capital projects. These various projects involved the development of training courses for servicemen involved in Air Force programs utilized by local and national commanders. I was also involved in the selection of multi-million aircraft and equipment used by our front line servicemen.

In my capacity as a program manager in the USAF I was responsible for managing multi-million dollar programs while meeting time and cost guidelines.

During my years at United Airlines I have managed personnel and training programs at the local pilot base level and at our corporate headquarters. I also personally developed instructor training manuals and dealt with time and budget issues locally and on a macro corporate level.

One of my jobs was manager of daily operations for the entire airline during 9/11/2001.

In this capacity I dealt with local and federal authorities to include the FAA, NTSB, and FBI.

I am a dedicated individual interested in what is best for the Las Vegas valley at large, private stakeholders, and government organizations. I believe my background makes me uniquely qualified to balance the desires of all individuals while taking time and budget issues into consideration.

I am available at your discretion for further conversations.

Thank you,



MELISSA R. CLARY

702.277.4566
mclary121@gmail.com

December 14, 2016

Re: Candidate, Board of Directors of the Clark County Stadium Authority, Melissa R. Clary

Dear Board of Directors,

It is with great interest that I am applying for consideration as a Candidate for a public at-large seat on the Board of Directors of the Clark County Stadium Authority. With my breadth of experience as a career public administrator and interest in planning and development, I bring a unique blend of innovative and organizational talents of significant value to the Board. Please consider the following in addition to my application materials:

- More than 15 years of experience designing, planning and implementing development projects
- Advanced education in public administration and certified project management credentials to achieve stadium project goals, manage teams effectively, and assess budgetary needs
- Demonstrated abilities and advocacy for public development projects and programs as evident through my consistent involvement with numerous community organizations and nonprofits

Throughout my professional career, I have consistently driven myself to meet challenges and achieve goals. It is my goal to join the Clark County Stadium Authority Board to combine my project management expertise with my advocacy for the Las Vegas community to obtain the highest economic impact for the stadium.

With my broad skillset in public administration, fiscal management and reporting, and troubleshooting tenacity, I am confident in my ability to make a positive contribution as an oversight member of the Clark County Stadium Authority Board of Directors.

I learned of this opportunity through the Clark County Commission. I welcome the opportunity to discuss how my credentials and expertise can benefit the Board in this capacity and to address the unique challenges of the position. In the interim, I thank you for reviewing this letter and the accompanying material.

Sincerely,

Melissa R. Clary

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General Information

Applicant Name: Melissa R. Clary
Home Address: 1431 Sweeney Ave. **City** Las Vegas **Zip** 89104
Mailing Address: 1431 Sweeney Ave. **City** Las Vegas **Zip** 89104
Home Phone: (702) 277-4566 **Cell Phone:** (702) 277-4566
Work Phone: (702) 449-9815 **Fax:** -
Email Address: mclary121@gmail.com
Current Employer: U.S. Dept. of Veterans Affairs

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Melissa R. Clary
Signature

12/14/16
Date

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EDUCATION: List the names of colleges and graduate schools attended; dates of attendance; and certificates or degrees awarded.

Federal Acquisition Certification Contracting Officer Representative (FAC-COR), Veterans Affairs, March 2014
Certified Project Management Professional (PMP), Project Management Institute, August 2011
Doctoral Coursework, Public Affairs, University of Nevada, Las Vegas, Las Vegas, NV, 2008-09
Master's in Public Administration, University of Nevada, Las Vegas, Las Vegas, NV, May 2008
Paralegal Certificate, Business and Environmental Law, University of San Diego, San Diego, CA, August 2004
B. A., Communication, emphasis in Public Relations, San Diego State University, San Diego, CA, May 2004, Minor in Political Science

EXPERIENCE:

You must provide information relating to at least ONE of the following:

1. Provide detailed information concerning your experience in the design, engineering and construction of major commercial projects and estimating the costs of the construction of major commercial projects.

In the last five years, as a Project Manager for the federal government, I performed project management for the Information Technology (IT) infrastructure for Eastern Colorado Healthcare System's major capital construction projects, including the 2.2 million square foot Denver Medical Center replacement valued at greater than \$1 billion; I completed the construction of a 40,000 square foot Golden, Colorado Community-based Outpatient Clinic and the 80,000 square foot Colorado Springs, Colorado Community-based Outpatient Clinic. I was responsible for managing the IT systems and supporting low voltage systems for the projects, including concept definition, planning, implementation and closing.

2. Provide detailed information concerning your experience in the financing of capital projects in Nevada.

I have worked on several capital construction projects in Nevada while employed as a Business Specialist for the City of Las Vegas. I often served on projects in the Project Sponsor role and assisted in acquiring funding through the Bureau of Land Management Southern Nevada Public Lands Management Act fund account for Parks, Trails, and Natural Areas for land acquisition and development projects. I also performed contract and grant management on several major and minor construction projects, conducting analysis of project burn rates, analyses of alternatives during concept planning, and authoring project status reports for executive leadership.

4. Provide detailed information concerning your experience in workforce development, training, diversity, or supplier engagement.

I have experience in workforce development and training from my time employed with the Southern Nevada Workforce Investment Board as a subject matter expert for the State Energy Sector Partnership (SESP) federal grant. I facilitated community partnership collaborations with Nevada employers and developers to sponsor sustainable workforce development training; I served as SESP spokesperson at community outreach events; and promoted energy efficiency and renewable energy business development and SESP participation among agency's external partners. I also managed and implemented the SESP database for the Department of Labor case management reporting system and maintained participant records for federal auditing. Additionally, I authored procedural forms and methodology for funding green workforce training and development operations.

5. Provide detailed information on your experience as a representative of the private sector and the education, experience, and skills that you possess that are necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Clark County Stadium Authority.

My career in public administration, advanced education and lengthy volunteerism record in our State reflect highly of my passion for improving our State's quality of life and increasing the economic indicators essential to our community's advancement. I would like Nevada to be known not just for its world-class entertainment and one-of-a-kind casino and hotel experiences, but for the breadth of employment we offer, topnotch police force, quality housing, and a rising education system. The stadium project is an opportunity to expand on our community's offerings and to build

community pride. My diverse career experience emphasizes my intellectual capacity to learn complex and highly technical subjects, properly plan and define program and project requirements, identify risks and how to mitigate risk, and manage a project through implementation to opening day.

Melissa R. Clary

1431 Sweeney Avenue
Las Vegas, NV 89104
(702) 277-4566
mclary121@gmail.com

PROFESSIONAL SUMMARY:

Certified project management skills for managing complex, multi-year projects. Expert communicator with expertise in team collaboration, persuasive communication and building consensus among diverse stakeholders. Experienced in managing large-scale infrastructure projects and programs and handling high caseloads. Proven abilities in budgeting and financial analysis for \$150 million+ operating and project budgets. Skilled in highly technical federal, state and local government contracts and grant management.

EDUCATION:

Project Management Fellow, Veterans Affairs Acquisition Academy, 2015-17

Federal Acquisition Certification Contracting Officer Representative (FAC-COR), Veterans Affairs, March 2014

Certified Project Management Professional (PMP), Project Management Institute, August 2011

Doctoral Coursework, Public Affairs, University of Nevada, Las Vegas, Las Vegas, NV, 2008-09

Master's in Public Administration, University of Nevada, Las Vegas, Las Vegas, NV, May 2008

Paralegal Certificate, Business and Environmental Law, University of San Diego, San Diego, CA, August 2004

B. A., Communication, emphasis in Public Relations, San Diego State University, San Diego, CA, May 2004, Minor in Political Science

High School Diploma, Chaparral High School, Temecula, CA, May 2000

EMPLOYMENT HISTORY:

Project Manager, GS 2210-13, Step 5

U.S. Department of Veterans Affairs

Office of Information Technology

Enterprise Project Management Office

Station 116 (005Q)

Supervisor: Donna Cabral, 781.687.4818

June 2013-Present

Full-time: 40 hours per week

Manage information technology (IT) project portfolio for 33 different VA medical centers, program offices, and regional health care entities from 19 states and Guam, serving approximately 5,068,380 veterans living across 17,962 square miles.

- Perform project management for enterprise, Region, VISN networks and facility level IT infrastructure, hardware and software development projects; present to Region 1 Council for Technical Review regarding submitted project requests for regional Project Management Office (PMO) support; provide recommendations for PMO support for projects being vetted before leadership council; provide policy recommendations for improved customer satisfaction and interdepartmental relations.
- Facilitate team meetings across local, network and regional Veterans Affairs staffing teams; coordinate project objectives and deliverables with internal project teams, external vendors and consultants; monitor and track project progress and milestones to completion; document project

communication and archive collaterals; report and present project updates to internal and external staffing teams.

- Author procurement documents for capital construction projects; coordinate vendor payment for services; plan, process and procure IT equipment and network infrastructure requests; coordinate equipment delivery and installation at project sites with logistics crew.
- Perform project management for Eastern Colorado Healthcare System's major capital construction projects, including 2.2 million square foot Denver replacement hospital campus valued at greater than \$800 million; completed 40,000 square foot Golden Community-based Outpatient Clinic and 80,000 square foot Colorado Springs Community-based Outpatient Clinic; work with agency partners, including U.S. Army Corps of Engineers, to oversee construction contract.

Management Analyst, GS 0343-12, Step 8

U.S. Department of Veterans Affairs
Office of Information Technology, Region 1
6900 N. Pecos Rd., Rm. 2F285
North Las Vegas, NV 89086
Supervisor: Kaylene Zimmer, 801.214.5402

January 2011-June 2013
Full-time: 40 hours per week

Managed information technology (IT) administrative programs and projects for 33 hospital campuses in Region 1.

- Served as communications subject matter expert for the Regional Support Office; authored uniform correspondence and action item management; authored communication collaterals within strict operating deadlines.
- Managed IT funding program for construction and renovation projects, including design of new procurement application; conducted in-depth reviews of data, knowledge and information management needs within a custom application framework; identified methods for technical integration and collaboration; performed design, research and analyses for procurement application; provided recommendations for application development to meet regional goals.
- Co-authored Annual Reports, authored Budget Performance briefs for Regional Director's Leadership Meetings, and authored presentations for establishing regional staffing teams.
- Monitored IT applications and system installations through SharePoint compliance dashboard; point of contact for data call communication and report activity to national operations team.
- Served as region Telework Coordinator, authoring procedural workflow for employee Telework application and approval process across service lines and management levels; sponsored programmer design of automated custom application for completing Telework agreements and notifying servicing human resources stations and union representation in accordance with laws, regulations, policies, standards and procedures.
- Served as region co-chair for SharePoint Steering Committee to facilitate biweekly meetings assessing SharePoint usage and requirements; contributed to regional logo development for cohesive team development and branding recognition for regional correspondence items.
- Performed operational assessments and provided recommendations for policy and procedural improvements; conducted staffing level study to determine workload and position justification for regional service lines; approved travel requests at final tier of approval; authored fiscal and budgetary analyses and reports for the executive leadership team; used analytical and evaluative

methods in Excel and Access to assess budget and human resources data for national and regional reports, including use of an Access database for conducting quality data review of performance measures for all services line employees.

Project Development Manager

Workforce Connections
7251 W. Lake Mead Blvd., Suite 200
Las Vegas, NV 89128
Supervisor: Jaime Cruz, 702.636.2308

November 2010-January 2011
Full-time: 40 hours per week

Managed the State Energy Sector Partnership (SESP) grant and the green workforce initiative for the agency.

- Served as subject matter expert for State Energy Sector Partnership federal grant; facilitated community partnership collaborations with Nevada employers and developers to sponsor sustainable workforce development training; served as SESP spokesperson at community outreach events; promoted energy efficiency and renewable energy business development and SESP participation among agency's external partners.
- Conducted weekly management briefings, providing policy recommendations for meeting SESP grant measures regarding population served and trainings provided; authored strategic planning documentation for SESP program implementation.
- Managed and implemented SESP database for Department of Labor case management reporting system; maintained participant records for federal auditing; authored procedural forms and methodology for funding green workforce training and development operations.
- Authored SESP marketing and information collaterals, including print and Web media; administered Web content and authored green workforce initiative news updates.

Management and Program Analyst, GS 0343-13, Step 1

United States Agency for International Development (USAID)
Office of the Chief Information Officer (OCIO)
Budget and Capital Investment Planning Division
400 C Street, SW, Washington, DC 20547
Supervisor: Jerry Sajewski, 703.666.5643

February 2010-November 2010
Full-time: 40 hours per week

Performed financial and budget management for USAID IT capital planning and investment projects, spanning 100 developing countries.

- Authorized financial commitment transactions; conducted weekly reconciliation of commitments processed using the Agency's financial system; monitored fund accounts to track budget balances, total commitments and obligations; briefed management on status of funds and provided recommendations for fiscal policies and practices, for instance, providing a weekly spend plan briefing to the CIO.
- Developed budget spend plans, proposals, and related correspondence for OCIO divisions; verified funds transferred to OCIO were accounted for, approved, and authorized; analyzed and identified spending discrepancies; developed corrective action plans, and informed management of areas requiring attention.
- Served as technical lead to contract staff in developing, evaluating, and maintaining USAID's IT Investment portfolio; formulated target spending amounts for Congressional budget submissions; administered division website; completed special project requests for OCIO management.

Business Specialist

City of Las Vegas
Department of Leisure Services
749 Veterans Memorial Drive, Las Vegas, NV 89101
Supervisor: Billie Bastian, 702.378.4598 (Retired)

January 2005-January 2010
Full-time: 40 hours per week

Promoted from Business Specialist I to Business Specialist II in June 2007

Administered capital asset project management and policy governance.

- Served as subject matter expert and project manager for park, trail, and recreation building capital improvements for more than 40 construction projects, from pre-design to post-construction operation phases; served as city spokesperson at public town hall meetings and managed community relations; performed community outreach to obtain public support for sensitive development projects; managed media inquiries and radio, newspaper, and television interviews.
- Supervised 10 employees in park reservations and special event permitting operations for 70 parks and the trail network; directed staff with application of human resources policies and procedures; conducted site visits to multiple facilities to evaluate operations and staffing issues.
- Administered the project budget, bid and purchasing processes; verified funding, reviewed funding requests; informed management of project budget status and assisted Finance Department in projecting and tracking expenditures; communicated with external consultants, contractors and vendors regarding invoices, change management, and project progress reports.
- Authored recreation land use master plans, guiding documents for open space, parks, leisure campus, and trail development, and annual Southern Nevada Public Lands Management Act Parks, Trails, and Natural Areas funding applications; conducted analytical assessment and provided guidance to senior leadership regarding annual Nevada Legislative bill draft proposals.
- Prepared interagency contracts; authored supporting documentation, including City Council agenda items, supplemental contracts and close out lists; monitored compliance with contractual agreements; coordinated fiscal accounting, reporting and grant management.

Paralegal

Barker Law Group, APLC
8880 Rio San Diego Drive, Suite 900
San Diego, CA 92108
Supervisor: Douglas Barker, 619.682.4040

January 2004-January 2005
Full-time: 40 hours per week

Executed client relations activities and provided paralegal assistance to five-attorney firm.

- Authored legal pleadings and other court documents and filings; instituted court calendaring schedule for firm's cases; authored deposition summaries for cases; prepared initial client consultation summaries.
- Designed quarterly client relations newsletters and mail pieces to foster client relationships; facilitated monthly workshops and seminars for firm; attended local networking functions on behalf of firm; served as co-chair and firm representative of July 2004 Public Relations Society of America silent auction fundraising event; directed local media placement and advertising activities by conducting market research and budget management.
- Calculated monthly advertising expenditures and provided marketing insight to managing partner for firm's construction defect, insurance, corporate transactional law, and mediation programs; provided oversight and collaboration of contracted marketing firm's work product.

Zoning Technician

County of San Diego
Department of Planning and Land Use
5201 S. Ruffin Road, Suite B., San Diego, CA 92123
Supervisor: Rose Blake, 858.565.5981 (Retired)

April 2002-July 2004
Full-time: 40 hours per week

Advised public regarding zoning and land use ordinances, policies, and procedures.

- Advised public of zoning and land use regulations and policies through zoning hotline, in-person meetings, and consultations; provided expedited service to San Diego homeowners impacted by 2003 wildfires.
- Managed parcel documentation and title recording program for zoning division by recording documents at County assessor on weekly basis; trained new staff members in recording processes.
- Drafted manuals, procedural, and guidance documents for staff regarding software systems and complex subdivision and general plan amendment application procedures; coordinated with Geographic Information System (GIS) staff on parcel updates and new map data for updating zoning division records; drafted zoning advisory letters and reports.
- Created zoning ordinance administrative organization system for publishing; served as team lead for publishing zoning documents and materials.

COMPUTER SKILLS:

Proficient in Microsoft Office Suite 2003-2010, SharePoint, InfoPath, Access, Project, Project Server, Visio, Web Communicator, Adobe Acrobat, Adobe Professional, Statistical Package for Social Sciences (SPSS), and Internet search engines. Skilled in Geographic Information Systems (GIS), Oracle, FedTraveler, E2 travel procurement system, Hansen, USA Staffing, Manage-the-Budget federal staffing mainframe, and Crystal Reports. Experienced in VistA, Momentum financial systems, Lexis Nexis database software, Hot Docs and Juris legal software.

PROFESSIONAL PUBLICATIONS:

Authored critique of *Consuming the Entrepreneurial City: Image, Memory, Spectacle*, by Anne Cronin. *Public Administration Review*, (July-August 2010): 637-638. Print.
Technical Grant Writer, First Home Alliance, Washington, DC, 2010
Published author and presenter at Nevada GIS Conference, Las Vegas, NV, 2006

PROFESSIONAL ASSOCIATIONS:

Active Member, World Affairs Council, Las Vegas Chapter, 2012-13
Active Member, Women in Politics, Washington, DC, 2010
Active Member, Interagency Mentorship Program, U.S. Department of State, 2010
Active Member and Past-Secretary, American Society for Public Administration (ASPA) 2008-Present
Graduate, Clark County Leadership Program, 2008
Active Member, Pi Alpha Alpha, National Honor Society for Public Administration, 2008

PROFESSIONAL DEVELOPMENT:

Facilitator, Genderfication: The Power of Women Working Together, Las Vegas, NV 2015
Graduate, Emerge Nevada, Class of 2013
Facilitator, Victory over Violence Conference, Las Vegas, NV, 2011
Community Advisor, Clark County School District, Las Vegas, NV, 2008
Speaker and presenter at International ESRI-GIS Conference, San Diego, CA, 2007

COMMUNITY INVOLVEMENT:

Public Relations Chair, General Federation of Women's Clubs, Nevada Chapter, 2016
Active Member, Sierra Club, Southern Nevada Chapter, Great Smoky Mountains Service Project, 2016
Board Member, Southern Nevada Homelessness Continuum of Care Board, 2015-Present
Fundraising Committee Member, Safe Nest-Red Dress Run, LV Hash House Harriers, 2015-Present
President, National Organization for Women, Southern Nevada Chapter, 2006-08, 2013-Present
Board Member, Mesquite Club, 2013-Present
Founding Board Member and Secretary/Treasurer, The Huntridge Foundation, 2012-Present
President, Huntridge Neighborhood Association, 2011-13, 2014-Present
President, Southridge Neighborhood Association, 2013

AWARDS AND RECOGNITION:

Special Contribution Monetary Award, Veterans Affairs, 2012, 2013, 2014, 2015
Individual Performance Monetary Award, Excellent Achievement Rating, Veterans Affairs, 2011
Team Performance Award, Floyd Lamb Park Ranch House Renovation, City of Las Vegas, 2010
Individual Achievement Award, Mayor's Commendation for Public Service, City of Las Vegas, 2010
Team Performance Award, Sustainability Committee Leadership, City of Las Vegas, 2008
ASPA Scholarship for Academic Excellence, Southern Nevada Chapter, 2007

December 12, 2016

Mr. Brian Haynes
Applied Analysis
6385 S. Rainbow Blvd., Suite 105
Las Vegas, NV 89118-3203

RE: Application for Board of Directors of the Las Vegas Stadium Authority

Dear Mr. Haynes:

Pursuant to Senate Bill 1 of the 30th Special Session of the Nevada Legislature, I am expressing my interest in becoming a member of the Board of Directors of the Las Vegas Stadium Authority. I have included a separate attachment providing information as to why I believe I could effectively execute the duties and responsibilities of a member of the Board of Directors of the Las Vegas Stadium Authority.

Thank you for your consideration of this matter. If you have any questions or require anything further, you may contact me at cornpop72@msn.com or by phone at (702) 686-9398.

Sincerely,



Paul Cornbleth

Attachment

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Interest Application

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General Information

Applicant Name: Paul Cornbleth
Home Address: 2451 Avenida Catalina City Henderson Zip 89074
Mailing Address: Same as above City _____ Zip _____
Home Phone: (702) 647-5463 Cell Phone: (702) 686-9398
Work Phone: (702) 669-8350 Fax: _____
Email Address: cornpa72@msn.com
Current Employer: IGT (International Game Technology)

Residency Requirement

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Paul Cornbleth 12/12/16
Signature Date

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INFORMATION REQUEST FOR BOARD OF DIRECTORS POSITION

Paul Cornbleth
2451 Avenida Cataluna
Henderson, NV 89074
(702) 686-9398

Pursuant to the Information Request required to become a member of the Board of Directors of the Las Vegas Stadium Authority, the information below details why I believe I am suitable for this position:

- Graduated from UNLV in December 1994 with a Bachelor's Degree in Accounting. Obtained my CPA license in 1999 after completing the required work experience as an auditor with the Gaming Control Board.
- Although my work experience does not really fit into any of the categories in items 1 through 4 on the Information Request (although I have done parts of #4), I believe my compliance and auditing background would help provide a different perspective. I have worked as an auditor for the Nevada Gaming Control Board as well as for Gaming Laboratories International, and I have been a Compliance Director/Manager at three different gaming companies. My current position is as the Senior Manager of Regulatory Compliance for International Game Technology ("IGT"). My department is responsible for licensing in jurisdictions throughout the world, but my specific position involves all other aspects of regulatory compliance besides licensing. That consists of reading and interpreting Statutes, Regulations, Internal Controls, Codes, etc. to ensure IGT is in compliance with the rules and requirements of each jurisdiction. I also am involved with budgeting for the Compliance Department and work with the Finance Department to help ensure our costs are reported accurately.
- I am a lifelong Las Vegas. I have seen our city grow and develop throughout the course of my lifetime and I know what an enormous boon to the city and state this stadium will be. It is very important to me that this is done the right way and not only meets the qualifications and standards of all regulatory bodies involved, but also is done the right way for the locals and tourists who will be attending the events.
- I love sports. This may seem irrelevant to the cause, but if we are going to oversee the design of a stadium, it's important to have people on the Board who actually spend time in stadiums. While the Board itself is not the one designing parking, entry into and out of the stadium, sightlines, seating, etc., it is important to know all the factors that have guests wanting to return to the stadium in the future. I have attended so many sporting events, concerts, and other events in stadiums, I know what I want to see be addressed to build the best stadium possible. People who never go to stadiums don't have that knowledge and they can only make assumptions based on what they think would be successful.
- I don't have any political motivations. I don't have specific constituents I need to please, am not using this as a platform for personal gain, and am not trying to cater to anyone's interests. I just want to do what is best for this city that I have grown up in and love.

Based on the above, I believe that my educational and work experience background qualifies me to be a member of the Board, while my love for the city and my love for sports fuel my passion to make this the best stadium possible. I also believe bringing an outside perspective and not having any other motivation other than what I mentioned above makes me a unique candidate that could offer great insight to the Board of Directors.

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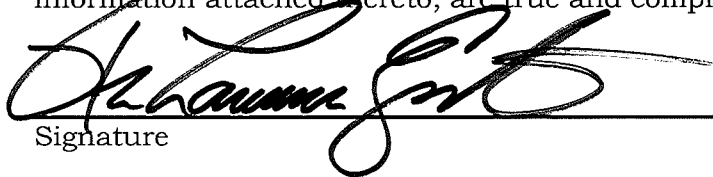
General Information

Applicant Name: Ike Lawrence Epstein
Home Address: 59 Soaring Bird Court **City** Las Vegas **zip** 89135
Mailing Address: 2960 West Sahara **City** Las Vegas **zip** 89102
Home Phone: 702-253-0991 **Cell Phone:** 702-281-2120
Work Phone: 702-588-5544 **Fax:** _____
Email Address: Lepstein@ufc.com
Current Employer: Zuffa, LLC dba UFC

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12/15/16

Signature

Date

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**Ike Lawrence Epstein
59 Soaring Bird Court
Las Vegas, Nevada 89135**

December 15, 2016

Brian Haynes
Project Manager
Applied Analysis
6385 S. Rainbow Blvd. Suite 105
Las Vegas, Nevada 89118

Dear Brian,

As a lifelong resident of Las Vegas, I am very excited at the opportunity to be a part of what so many Vegas residents have wanted for years – a local professional football team and a world-class facility in which to showcase that team. By way of this letter, I would like to officially express my sincere interest in applying for the Board of Directors of the Las Vegas Stadium Authority.

Whether it is capitalizing on my experience at the helm of a global sports brand or relying on my local expertise as President of a historic casino, I am confident that I offer the Board of Directors a wealth of experience and strong perspectives. Additionally, my legal background, hands-on project development experience and event management oversight would be strong assets in ensuring the smooth and successful completion of such a monumental project.

I thank you for your consideration and look forward to hearing from you.

Sincerely,



Ike Lawrence Epstein

Enclosure

INFORMATION REQUEST FOR BOARD OF DIRECTORS OF THE LAS VEGAS STADIUM AUTHORITY

EDUCATION:

Vanderbilt University, Juris Doctorate, 1992
Vanderbilt University, Bachelor of Arts, 1989

EXPERIENCE:

1. Provide detailed information concerning your experience in the design, engineering and construction of major commercial projects and estimating in the financing of capital projects in Nevada.

In my position as Senior Executive Vice-President and Chief Operating Officer (SEVP/COO) at UFC, I am responsible for the development and construction of the new UFC Corporate Headquarters and the UFC Performance Institute located on Interstate 215 and Torrey Pines. This \$75 million project is currently under construction and is scheduled for completion in May of 2017. The office portion of this project consists of approximately 155,000 sq. ft. of Class A space including a 10,000 sq. ft. dining facility. I was involved in all aspects of the design and budgeting for the project since its inception. The UFC Performance Institute is a 30,000 sq. ft. leading performance, research and innovation facility. The 13,000 sq. ft. first floor is focused on performance optimization and recovery featuring the following equipment and modalities:

- Hypoxic lab
- Laser light therapy unit
- Cryotherapy chamber
- HydroWorx pool
- Hot & cold plunges
- Physical therapy room
- Sauna & steam rooms
- Woodway treadmills
- Force plates
- Keiser machines

The 17,000 sq. ft. second floor focuses on the technical aspect of mixed martial arts (MMA) featuring:

- Camera analysis and motion capture technology
- Full size Octagon and boxing ring
- Bag area and mat area
- Tiered seated media center (capacity 65)
- Multi-purpose meeting space (capacity 100)

I lead the design, budget and program development for the UFC Performance Institute. The design process took approximately 18 months and included the study of numerous best in class sports performance facilities, including the industry-leading Manchester City Football Club training complex.

I am also the President of IKE Gaming Inc. dba The El Cortez Hotel & Casino located in downtown Las Vegas. During the past 10 years, I have been involved with a variety of construction projects relating to the redevelopment of the property, which recently celebrated its 75th anniversary.

2. Provide detailed information concerning your experience in the financing of capital projects in Nevada.

N/A

3. Provide detailed information concerning your experience in the field of stadium, arena, or event management.

In my position as SEVP/COO, I am responsible for all of UFC's operations globally including all activities associated with the operation of 42 UFC branded events annually, which generate revenue in excess of \$500 million. During my decade at UFC, we have worked with many of the top arenas/stadiums in the world, including the O2 in London, the Etihad Dockland Stadium in Melbourne, Madison Square Garden in New York and the Rogers Centre/Sky Dome in Toronto. I have been exposed to all aspects of stadium/arena operations including security, ticketing, marketing, facilities operation, load in/load out procedures, utilization of center hung and arena audiovisual facilities, analysis of stadium infrastructure to determine load capacity for lighting and sound grids and operation of food and beverage outlets for our events in Brazil. My experience has given me a keen sense of what event operators are looking for when they consider a potential site for their events.

4. Provide detailed information concerning your experience in workforce development, training, diversity, or supplier engagement.

As SEVP/COO of a global sports brand, I have made it a priority for our organization to utilize local executives and employees, fully embracing and immersing ourselves in the cultures where we do business and host events. UFC prides itself on the talent it has recruited to drive its global business and encourages employee growth and experiential opportunities. Most recently, I oversaw the creation of a Future Leaders program within our organization, which provided young up-and-coming talent with the opportunity to cross train within UFC departments and take leadership roles in some of the organization's most historical events, i.e. UFC 200 and 205.

It has also been a top priority as a local and an executive of a Vegas-based organization, to give back to the community. I have been very fortunate to be a part of wonderful initiatives

supporting local charities such as the Las Vegas LGBTQ Center, Three Square of Southern Nevada, Make-A-Wish of Southern Nevada and Intrepid Fallen Heroes Fund.

I have also worked extensively with our suppliers and sponsors at UFC to engage them in support of the company's business objectives. For example, we have developed co-marketing relationships with Monster Energy, Budweiser and Harley-Davidson to market UFC events and our athletes around the globe.

5. Provide detailed information on your experience as a representative of the private sector and the education, experience, and skills that you possess that are necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Las Vegas Stadium Authority.

In addition to the information above, I have been involved in a variety of complicated business transactions during my career as a lawyer and business executive that will be helpful when considering the financing of the construction of the Las Vegas Stadium and its operation. I recently led the negotiations which resulted in the acquisition of UFC by a group that includes WME/IMG and private equity firms KKR and Silver Lake for approximately \$4 billion. I previously led the negotiations to sell a 10 percent stake of UFC to Flash Entertainment, a leading live events company based in the United Emirates.

I sit on a variety of corporate and foundation boards including The Meadows School (Las Vegas), the Vanderbilt School of Law Board Advisors and the National Foundation on Fitness, Sports and Nutrition.

APPLICATION FOR BOARD OF DIRECTORS OF THE CLARK COUNTY STADIUM AUTHORITY CREATED BY SENATE BILL 1 OF THE 30TH SPECIAL SESSION OF THE NEVADA LEGISLATURE

Interest Application

(Note: This document and accompanying materials become public record once it is received by Clark County.)

General Information

Applicant Name: Mark Fine
Home Address: 11727 Morning Grove City Las Vegas Zip 89135
Mailing Address: City Zip
Home Phone: 702.242.1234 Cell Phone: 702.401.5900
Work Phone: Fax:
Email Address: mark@fineiv.com
Current Employer:

Residency Requirement

Senate Bill 1 requires that a member of the Board of Directors of the Clark County Stadium Authority reside WITHIN THE BOUNDARIES of the Stadium District. The Stadium District is composed of the area within a 25 mile radius of the Clark County Government Center located at 500 South Grand Central Parkway in Las Vegas. Please be sure you actually live within the boundaries before completing the remainder of this application. A map of the district has been posted on the Clark County website along with this application.

I verify by my signature below that all statements made on the application, as well as any information attached thereto, are true and complete to the best of my knowledge.

Handwritten signature of Mark Fine

10.20.2016
Date

REQUIRED ADDITIONAL INFORMATION

(Your application will NOT be considered without the additional information noted below)

Along with this application, please submit a letter of interest as well as a separate document providing the information that is asked for on the following page.

SUBMITTING APPLICATION

You may submit this document and the required information by NOON, NOVEMBER 8, 2016, by email to Katie Walpole at Kathleen.Walpole@ClarkCountyNV.gov or deliver the same in person to the County Manager's Office, 6th Floor, Clark County Government Center, 500 South Grand Central Parkway, Las Vegas.

MARK L. FINE

November 11, 2016

Commissioner Steve Sisolak, Chairman
Clark County Commission
500 South Grand Central Parkway
Las Vegas, Nevada 89155

Dear Commissioner Sisolak,

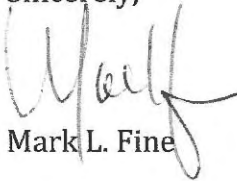
As a community leader for over 43 years, I have a great interest in the future of southern Nevada, as my children and grandchildren continue to call this community home. I watched with great interest as the Southern Nevada Tourism Infrastructure Committee met to consider the needs of the community and I agree with all of its conclusions – we need an upgraded and expanded convention center, a domed stadium (which will attract not only a NFL franchise, will benefit UNLV and benefit the community as a whole by attracting new events) and of course the public safety component. So I certainly commend the committee for all of its work.

I would very much like to contribute to our community's continued success by bringing my experience to the Clark County Stadium Authority Board. I've completed and submitted my application and believe that real estate development, banking and construction experience will serve the Board well. I understand that the Board will function very much as a start up company and as such will need to create policies and procedures, be accountable to the public, hire a competent staff, and execute a successful project.

I understand that a project of this nature will require a significant amount of time through construction, opening and beyond and I am prepared to give that time. I'm at a point in my life where I'm thankful to be able to contribute to the community in such a way.

If I can answer any questions, please don't hesitate to contact me.

Sincerely,



Mark L. Fine

Education:

B.A., Business Administration with emphasis in Real Estate, University of Arizona, 1968

Experience:

1. Provide detailed information regarding your experience in the design, engineering and construction of major commercial projects and estimating the costs of construction of major commercial projects.
2. Provide detailed information regarding your experience in the financing of capital projects in Nevada.

The first two requirements go hand in hand with my 43 plus years of experience in real estate development in southern Nevada so I will address them together.

I began my career in New York with Chemical Bank as a construction lender, which included overseeing of construction of major commercial projects. I then worked for Loeb, Rhoades & Co a Wall Street investment banking firm. My responsibility was managing and developing real estate assets for the partners of the firm. In 1973, I became president of American Nevada, guiding the development of Green Valley, one of Las Vegas' first large scale master planned communities. In my role as President, I was responsible for planning, engineering, financing, design, and construction and sales of residential and commercial projects. Green Valley of course is now a thriving and successful community of which I'm very proud.

Subsequent to Green Valley, I served for four years as President of the Summerlin Division of the Howard Hughes Corporation, leading the development of the nations most successful master planned community, now home to over 90,000 people. While I had similar responsibilities as Green Valley I also implemented and oversaw the first special improvement districts in Southern Nevada.

In 2005, I created Mark L Fine & Associates and focused on the development of unique and high-end retail and office projects, including the Hills Center North Business Park, Canyon Pointe Shops and Gardens Plaza. I also served as a senior development advisor to master planned communities including Queensridge North and South, Mountain's Edge, Providence and Inspirada.

More recently, I along with partners worked created a public-private partnership with Clark County to construct the Las Vegas Metropolitan Police Department Headquarters on Martin Luther King Blvd. We were able to find a unique source of funding through Pima County Industrial Development Revenue Bonds to fund the project which was leased for three years, and then purchased by Clark County for the benefit of the Metropolitan Police Department.

5. Provide detailed information regarding your experience as a representative of the private sector and the education, experience and skills that you possess that are necessary to effectively execute the responsibilities of a member of the Board of Directors of the Clark County Stadium Authority Board.

As noted above, I have over 43 years of experience in southern Nevada as a developer of high quality projects. Further, I have served on a number of Boards of Directors including The Andre Agassi Foundation, National Trustee of the National Jewish Medical and Research Center, Member and former Chairman of the UNLV Research Foundation, Founding Director of the Clark County Business School Partnership Program, Former member of the Nevada Tax Commission, Founding Director of Continental National Bank, Nevada First Bank and the Andre Agassi College Preparatory Academy. I've also served as Chair of the UNLV Foundation and as a member of the Presidents Development Advisory Committee, guiding the development of UNLV. More specifically I spent approximately six months assisting and advising UNLV on the feasibility of siting a domed stadium on their campus.

**APPLICATION FOR BOARD OF DIRECTORS OF THE LAS VEGAS
STADIUM AUTHORITY CREATED BY SENATE BILL 1 OF THE 30TH SPECIAL
SESSION OF THE NEVADA LEGISLATURE**

Interest Application

**(Note: This document and accompanying materials become
public record once they are received by the Stadium Authority.)**

General Information

Applicant Name: Brenda Fischer
Home Address: 2542 Cortina Avenue **City** Henderson **Zip** 89074
Mailing Address: 2544 Cortina Avenue **City** Henderson **Zip** 89074
Home Phone: (702) 249-0286 **Cell Phone:** (702) 249-0286
Work Phone: (702) 249-0286 **Fax:** N/A
Email Address: BrenFischer@cox.net

Current Employer: _____
Currently a self-employed real estate broker-salesperson. Formerly City Manager of Glendale, AZ where my job included (see resume):
1) Managed the professional sports management partnerships between the city and 3 major league sports (NFL, NHL, MLB); Home of the Arizona Cardinals NFL team and home of the University of Phoenix Stadium, the Phoenix Coyotes NHL team and the city-owned arena, White Sox and Dodgers Spring Training Facility, owned by the city
2) Hosted the NFL Super Bowl (2015), Fiesta Bowl 2014 and 2015; competed for and landed these mega national events: NCAA FCS Football Championship Series (2016), NCAA Men's Final Four Basketball Championships (2017)

Residency Requirement

Senate Bill 1 requires that a member of the Board of Directors of the Las Vegas Stadium Authority reside WITHIN THE BOUNDARIES of the Stadium District. The Stadium District is composed of the area within a 25 mile radius of the Clark County Government Center located at 500 South Grand Central Parkway in Las Vegas. Please be sure you actually live within the boundaries before completing the remainder of this application. A map of the district has been posted on the Stadium Authority website along with this application (www.LVStadiumAuthority.com).

I verify by my signature below that all statements made on the application, as well as any information attached thereto, are true and complete to the best of my knowledge.



12/17/16

Signature

Date

REQUIRED ADDITIONAL INFORMATION

(Your application will NOT be considered without the additional information noted below)

Along with this application, please submit a letter of interest as well as a separate document providing the information that is asked for on the following page.

Please see attached resume, statement of interest, and response to experience questions.

SUBMITTING APPLICATION

You may submit this document and the required information by **NOON, DECEMBER 19, 2016**, by email to Brian Haynes at bhaynes@appliedanalysis.com or deliver the same in person to Applied Analysis, 6385 S. Rainbow Blvd., Suite 105, Las Vegas.

INFORMATION REQUEST

Senate Bill 1 requires that each member of the Board of Directors of the Las Vegas Stadium Authority have certain experience, education or skills.

EDUCATION: List the names of colleges and graduate schools attended; dates of attendance; and certificates or degrees awarded.

EXPERIENCE:

You must provide information relating to at least ONE of the following:

1. Provide detailed information concerning your experience in the design, engineering and construction of major commercial projects and estimating the costs of the construction of major commercial projects.
2. Provide detailed information concerning your experience in the financing of capital projects in Nevada.
3. Provide detailed information concerning your experience in the field of stadium, arena or event management.
4. Provide detailed information concerning your experience in workforce development, training, diversity, or supplier engagement.
5. Provide detailed information on your experience as a representative of the private sector and the education, experience, and skills that you possess that are necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Las Vegas Stadium Authority.

Please see attached resume, statement of interest, and response to experience questions.

Brenda S. Fischer
2542 Cortina Avenue
Henderson, NV 89074
(702) 249-0826

December 18, 2016

Brian Haynes
Applied Analysis
6385 S. Rainbow Blvd., Suite 105
Las Vegas, NV 89118

Dear Mr. Haynes,

Enclosed please find my application for Las Vegas Stadium Authority Board Member for the Board's consideration.

In addition to the requested information, my application includes my resume and a sampling of contracts I signed showing evidence of my vast experience in stadium, arena, and major league sports venue management, as well as special event management, while City Manager of Glendale, Arizona, the host City of the 2015 Super Bowl.

I have 20 years' experience in city government, serving five cities in three states, including four years as City Manager (a role similar to CEO). I most recently served as City Manager in Glendale, Arizona, hosting the 2015 NFL Super Bowl and numerous College Fiesta Bowl games and mega national events.

I have a Master's Degree in Public Administration from the University of Nevada, Las Vegas, where I graduated with honors in December 1999. I also earned a Bachelor of Arts Degree in Sports Information with a Journalism-Public Relations emphasis from the University of Southern California in December 1987.

As Glendale City Manager, I oversaw, negotiated, and my signature is on the contracts for matters (including arena management and Super Bowl management) dealing with the NHL Arizona Coyotes, who play at a city-owned arena; the NFL Arizona Cardinals, who play at the University of Phoenix Stadium in Glendale; and the city-owned MLB Spring Training Facility (Camelback Ranch) for the Chicago White Sox and Los Angeles Dodgers.

Based on my experience as City Manager, managing three major league sports (NFL, NHL, MLB) facilities, I believe I bring vast experience that would benefit the Las Vegas Stadium Authority. This experience includes: negotiating, funding, managing, attracting special events, issuing bonds, creating zoning and use laws pertaining to major sports

and venues; developing and maintaining business partnerships with team owners and general managers in three major league sports; and hosting special events.

I went to college at USC in Los Angeles (LA) while the NFL Raiders played in the LA Coliseum and the LA Clippers played in the sports arena. I did my college degree internship for the Coliseum and Sports Arena and worked with the two major league teams.

I believe I have a solid educational foundation, bolstered by successful leadership working with major league teams and managing/negotiating with three major sports facilities. All of this, along with my passion to serve, would benefit and complement the Las Vegas Stadium Authority Board of Directors.

I appreciate the Board's consideration of my application and look forward to the opportunity to serve.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Fischer". The signature is written in a cursive, flowing style.

Brenda S. Fischer

Education:

- Master's Degree in Public Administration from the University of Nevada, Las Vegas, Graduated with honors, December 1999
- Bachelor of Arts Degree in Sports Information with a Journalism-Public Relations emphasis from the University of Southern California, Graduated December 1987

Experience:

1. Provide detailed information concerning your experience in the design, engineering and construction of major commercial projects and estimating the costs of the construction of major commercial projects.

I have 20 years' experience in city government, serving five cities in three states, including four years as City Manager (similar role to a CEO). I most recently served as City Manager in Glendale, Arizona, where I hosted the 2015 NFL Super Bowl, and numerous College Fiesta Bowl games. As CEO in my cities, my experience includes numerous capital improvement projects, such as (but not limited to), major transportation projects, built new city hall (in two cities), built numerous fire and police stations, as well as large park and recreation projects. The process included issuing requests for qualifications and issuing contracts to project management companies to obtain bids, set timelines, seek public input, and oversee construction, and financing. I used this process dozens of times for projects ranging from several million to more than \$100 million. Please see my resume for more information.

2. Provide detailed information concerning your experience in the financing of capital projects in Nevada.

Please see my response to question 1 above. Two of the cities I worked in during my 20 years in government were Henderson and North Las Vegas. Please see my resume for more information.

3. Provide detailed information concerning your experience in the field of stadium, arena or event management.

As City Manager of Glendale Arizona, I oversaw, negotiated, and my signature is on the contracts for matters (including arena management and Super Bowl management) dealing with the NHL Arizona Coyotes, who play at a city-owned arena; the NFL Arizona Cardinals, who play at the University of Phoenix Stadium in Glendale, and the city-owned MLB Spring Training Facility for the Chicago White Sox and Los Angeles Dodgers, called Camelback Ranch.

I have included copies of several key contracts that bear my signature as evidence of this experience.

Brenda S. Fischer, Education and Experience

The professional sports venue management and special event partnerships under my leadership include: (NFL, NHL, MLB); Home of the Arizona Cardinals NFL team, the Arizona Coyotes NHL team, White Sox and Dodgers Spring Training Facility.

My special events hosting experience includes: NFL Super Bowl (2015), Fiesta Bowl 2014 and 2015, and successfully bid other mega national events, including: NCAA FCS Football Championship Series (2016) and the NCAA Men's Final Four Basketball Championships (2017).

4. Provide detailed information concerning your experience in workforce development, training, diversity, or supplier engagement.

As City Manager, I was CEO to 2,000 employees (including part-time special event staff) and was responsible for ensuring proper training, development and implementation of policies related to diversity and equal opportunity. In addition, I was ultimately responsible for services provided to the public, including police and fire, at the stadium, arena, and spring training facilities. An example of this is included in the attached set of contracts that bear my signature.

5. Provide detailed information on your experience as a representative of the private sector and the education, experience, and skills that you possess that are necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Las Vegas Stadium Authority.

Based on my experience as City Manager, managing three major league sports (NFL, NHL, MLB) facilities, I believe I bring vast experience that would benefit the Las Vegas Stadium Authority. This experience includes: negotiating, funding, managing, attracting special events, issuing bonds, creating zoning and use laws pertaining to major sports and venues, developing and maintaining business partnerships with team owners and general managers in three major league sports. My degree is in Sports Marketing, I went to college at USC in LA while the Raiders played in the Coliseum and the LA Clippers played in the sports arena. I did my college degree internship for the Coliseum and Sports Arena and worked with the two major league teams.

I believe I have a solid educational foundation, bolstered by successful leadership working with major league teams and managing/negotiating with three major sports facilities. All of this, along with my passion to serve, would benefit and complement the Las Vegas Stadium Authority Board of Directors.

Brenda S. Fischer

2542 Cortina Ave.
Henderson, NV 89074

(702) 249-0826
brenfischer@cox.net

Applicant for Las Vegas Stadium Authority Board Member with previous experience as City Manager of a 240,000 population city with more than 1,725 employees and a total fund budget of \$642 million. Seasoned chief executive municipal leader with demonstrated financial, organizational, analytical and communications skills. Career achievements include documented success in managing change and turnarounds, including financial solvency, and effective problem solving.

QUALIFICATIONS AT A GLANCE

- Credentialed City Manager from ICMA (International City/County Management Association)
- Experience as Chief Executive Officer of two cities with 20 years' municipal experience as senior executive in five municipalities, three with 200,000+ population
- Master's Degree in Public Administration, graduated with high honors
- Named a 2015 Top Women in Business in Arizona Award by the Phoenix Business Journal

20 Years' Municipal Experience in:

- Budgeting and finance
- Economic development
- Strategic planning
- Organizational development
- Human resources
- Labor relations (negotiated Memorandums of Understanding, numerous as Chief Negotiator)
- Issue and crisis management
- Technology and innovation
- Legislative affairs, previous experience as City lobbyist at Nevada State Legislature
- Intergovernmental relations
- Development & redevelopment
- Media relations, branding & marketing
- Developed and implemented nationally award-winning programs
- Held leadership roles on numerous regional boards and commissions
- A well-rounded, quick-learning, and career-motivated individual with high integrity and value-based decision-making skills
- Successful in highly political environments; respected and referred to as politically-savvy
- Graduate of numerous leadership and specialized training programs from agencies including Arizona Town Hall, the Las Vegas Chamber of Commerce, University of Nevada, Las Vegas, Department of Energy, Federal Emergency Management Agency, Clark County Government

Described as:

- Excellent communicator and highly ethical
- Financially savvy
- Collaborative, responsive, creative, approachable, effective, and visionary leader
- Open, Transparent, Honest
- Personable, outgoing, fun, quick-witted

Brenda S. Fischer

2542 Cortina Ave.
Henderson, NV 89074

(702) 249-0826
brenfischer@cox.net

EXPERIENCE

Licensed Nevada State Realtor (Broker-Salesperson as of May 2016)

***Century 21
Keller Williams
Prudential***

***January 2001-Present
May 2015-Present
July 2001-May 2015
January 2001-July 2001***

***City of Glendale, Arizona
City Manager***

July 2013-April 2015

- Population: 240,000
- Budget: \$642 M (All Funds) (at time of employment)
- Employees: 1,726 providing General Government, Police, Fire, Library, Airport, Sanitation, Landfill, Water and Wastewater Utilities, Municipal Court, Parks and Recreation
- Professional Sports Management Partnerships (NFL, NHL, MLB); Home of the Arizona Cardinals NFL team, the Arizona Coyotes NHL team, White Sox and Dodgers Spring Training Facility
- Host of NFL Super Bowl (2015), Fiesta Bowl 2014 and 2015, and successfully bid for these mega national events: NCAA FCS Football Championship Series (2016), NCAA Men's Final Four Basketball Championships (2017)
- Achievements:
 - Earned a 2015 Top Women in Business Award from the Phoenix Business Journal
 - Added Police and Fire staffing and services without reducing any other services
 - Brought more than 2,700 jobs and 1.7 million square feet of new business to Glendale
 - Eliminated the structural deficit in Glendale by swinging the five year forecast balance from \$30 million in the negative to \$30 million in the positive; a \$60 million swing in one year without layoffs or reductions in service
 - Hosted the 2015 NFL Super Bowl, the 2015 Fiesta Bowl, the 2014 Fiesta Bowl
 - Hosted the DirecTV pre-Super Bowl celebrity and VIP event the night before the 2015 Super Bowl
 - Improved bond ratings by Moody's and Standard & Poor's for all City funds
 - Refinanced more than \$400 million in bonds for a savings of \$47 million across all funds (largest savings in the City's history)
 - Negotiated a \$27 million agreement with Tohono O'Odham Indian Community for their casino
 - Reduced employee turnover by 28% in one year and improved employee morale
 - Implemented first employee raises in six years and began compensation study to assure competitiveness and ability to attract and retain top talent
 - Reorganized the City's organizational structure for \$1 million in recurring annual savings
 - Successfully bid for the 2017 NCAA Men's Final Four Basketball Championship Series
 - Implemented and managed the agreement between the City and the Arizona Coyotes NHL team
 - Was change agent for a City facing threat of insolvency and bankruptcy (City was second only to Detroit in the United States for debt burden when first hired)
 - Implemented first-ever mid-year budget forecast for improved budgeting and strategic planning
 - Created and implemented action plan to bring financial stability to City and improve bond rating
 - Addressed ethical and potentially illegal behavior by staff and took swift action to resolve it
 - Strengthened financial policies and financial operations to increase transparency and proper oversight

- Initiated numerous audits of City operations and subsequently implemented improvements
- Negotiated development agreements (some renegotiated) to the benefit of the City
- Recruited and hired top management and leadership talent
- Researched and presented to Council Alternative Service Delivery options to save money
- Created technology strategic planning committee to bolster technology and increase 24/7 services
- Successfully negotiated labor group Memorandums of Understanding

City of Maricopa, Arizona
City Manager

May 2011-July 2013

- Population: 45,000
- Budget: \$175.2M (All Funds), \$29.8M (General Fund), \$129.1M (CIP) (at time of employment)
- Employees: 214 providing General Government, Police, Fire, Library
- Achievements:
 - Communication:
 - o Drastically improved the communication flow between City Council, City Manager, and staff, with such success that it was touted in the City Manager's performance evaluation as her top skill
 - o Implemented Weekly City Manager's Report to City Council, All Employees, and Public
 - Labor Relations: Negotiated City's first Memorandums of Understanding with two Police Unions, negotiated a renewed Fire Union Memorandum of Understanding, excellent rapport and relationships with all unions
 - Financial:
 - o Balanced City budget first two consecutive years
 - o Implemented City's first-ever mid-year budget forecast for improved budgeting and strategic planning
 - o Attained City's first bond rating of A1 (Moody's Investor Services) and A+ (Standard & Poor's Rating Services)
 - Operational Enhancements:
 - o Audit/turnaround of Police Department and Development Services with an Information Technology audit underway
 - o Streamlined organization through attrition and reorganization to save money and improve services; improved administrative policies and operational procedures; implemented 24/7 city hall initiative
 - o Changed police dispatch services resulting in improved service and cost savings
 - o Working with City Council to create and implement Council-level Code of Ethics
 - o Advanced City Council's Strategic Plan
 - o Implemented paperless Council agendas, website redesign, and social media enhancements
 - Capital Projects: Directed the development and construction of numerous simultaneous major capital projects, including a 45,000 s.f. city hall, 12,000 s.f. police station, two fire stations, a 120 acre regional park, and a 52,000 s.f. multigenerational and aquatic center. These successes transitioned City operations from temporary trailers to permanent facilities.
 - Economic Development:
 - o Implemented City's first Business Incubator, Business Park Feasibility Study, Zoning Code Update, oversaw opening of Banner Health Center, Central Arizona College Campus, and Dignity Health Urgent Care Center
 - o Implemented small business training program, and tours for realtors and media

- Infrastructure and Growth:
 - Addressing floodplain issues and transportation challenges
 - Managed successful annexation through and beyond Ak-Chin Indian Community land which preserves the City’s future growth opportunity to the south (another City first)
 - Currently researching the City’s possible purchase of the private water and wastewater utility for improved service and cost savings
- Partnerships: Developed and enhanced partnerships with Maricopa Unified School District, Ak-Chin Indian Community, and other organizations

City of Glendora, California
Deputy City Manager

February 2010-May 2011

- Population: 50,000
- Budget: \$70.6M (All Funds), \$22.5M (General Fund), \$8.8M (CIP) (at time of employment)
- Employees: 206 in General Government, Police, Utilities, Library, Redevelopment
- Achievements:
 - Chief Negotiator for four Memorandums of Understanding (two Police and two General Employee Unions)
 - Implemented City’s first strategic planning effort
 - Audited Development Services resulting in streamlined operations, improved efficiency, and financial savings
 - Implemented surveys to determine citizen satisfaction and employee morale

City of North Las Vegas, Nevada
Director of General Services & Communications & City Lobbyist

January 2001-February 2010

- Population: 220,000 (at time of employment)
- Budget: \$816.9M (All Funds), \$202.0M (General Fund), \$468.8M (CIP)
- Employees: 2,194 in General Government, Police, Fire, Water, Wastewater, Library, Courts
- Achievements:
 - Directed two City Departments in a role similar to Deputy City Manager. First person in the City to ever hold a “super Director” role
 - Previous role as chief of staff for Mayor & Council and City Manager
 - One of the City’s lobbyists in the Nevada State Legislature
 - Earned the “Eagle Award” (Director-level employee of the year)
 - Labor Relations: Supported negotiation of five Memorandums of Understanding with two Police Unions, one Fire Union, and two Teamsters Unions.
 - Saved \$6M in recurring expenditures through operational efficiency for City fleet and facilities management
 - Implemented new technology, website redesign, video production
 - During Great Recession: Worked with City Manager to streamline overall City organization through attrition and reorganization to save money and maintain core services
 - City’s spokesperson with daily interaction with the media, City spokesperson for all crises and emergencies

***City of Henderson, Nevada
Public Information Specialist
Personnel Analyst II, Human Resources Department***

***May 1995-January 2001
November 1997-January 2001
May 1995-November 1997***

- Population: 215,000 (at time of employment)
- Budget: \$358.2M (All Funds), \$129.6M (General Fund), \$99.0M (CIP) (at time of employment)
- Employees: 1,601 in General Government, Police, Fire, Water, Wastewater, Library, Courts
- Achievements:
 - City spokesperson and coordinator of all public information activities
 - Citywide organizational development, training, and employee relations
 - Legislative team member for Nevada State Legislature

***Host Marriott, Las Vegas, Nevada, Assistant Manager, Human Resources
Citicorp, Stamford, Connecticut, Human Resources Generalist
Vestron Pictures, Stamford, Connecticut, Publicity Coordinator***

***April 1993-May 1995
August 1989-July 1991
January 1988-August 1989***

EDUCATION

***University of Nevada, Las Vegas
Master of Public Administration, Graduated with Honors***

December 1999

***University of Southern California
Bachelor of Arts, Sports Information with Journalism-Public Relations Emphasis***

December 1987

PROFESSIONAL ASSOCIATIONS

International City/County Management Association (ICMA)
Greater Las Vegas Association of Realtors
National League of Cities
Arizona, California, and Nevada League of Cities
Arizona City Managers Association
California City Manager Foundation
Women Leading Government

PERSONAL ACHIEVEMENTS/ACTIVITIES

Credentialed City Manager from International City/County Management Association (ICMA)
2015 Top Woman in Business in Arizona Award by Phoenix Business Journal
Licensed Realtor and Real Estate Broker, State of Nevada
Married and the mother of an adult son
Scuba Diving Instructor, Master Scuba Diver Trainer Rating, PADI Association
Horseback Riding/Equestrian Sports Enthusiast

LICENSE AGREEMENT FOR THE USE OF THE UNIVERSITY OF PHOENIX STADIUM

THIS LICENSE AGREEMENT (this "License") made and entered into as of the 15th day of April, 2014 by and between Glendale P.D. (Public Safety Agency, example: Glendale Police Department), acting as a representative for the City of Glendale (example: City of Glendale) (the "LICENSEE"), and Global Spectrum, L.P., a Delaware Limited partnership ("LICENSOR").

1. The LICENSEE desires to use the University of Phoenix Stadium and surrounding areas, located at 1 West Cardinals Drive, Glendale, AZ 85305 (together, the "Premise") operated by the LICENSOR for the purpose of conducting public safety training for personnel attached to Glendale P.D. (Law Enforcement Agency). LICENSEE agrees that the proposed training will not adversely impact the LICENSOR's operational schedule.
2. LICENSOR agrees to make the premises available for training at no cost to LICENSEE, subject to LICENSOR'S access and safety protocols. LICENSOR grants Glendale P.D. (Law Enforcement Agency) personnel use of the premises for training during such times as may be mutually acceptable for LICENSEE and LICENSOR. The right of access to the premises is conditioned on the parties agreement on particular training dates at least a week in advance of the training.
3. LICENSOR makes no representations that the properties are suitable for the contemplated training. Normal operations permitting, representatives of the LICENSEE will be granted access to the premises at least seventy-two (72) hours prior to the training to inspect and evaluate the suitability and safety of the properties for the proposed training.
4. LICENSOR agrees to use commercially reasonable efforts to ensure that no other person (besides necessary ground personnel and designated LICENSOR personnel) enters the premises without prior permission of the LICENSOR and the LICENSEE or their designated representatives during the training.
5. LICENSOR is informed of all proposed training activities.
6. The LICENSOR grants consent to the LICENSEE to collect overhead imagery and remote sensing data in support of training activities. This collection will not be utilized to support local, state, or federal law enforcement investigations.
7. LICENSEE agrees to inform LICENSOR in writing of any damage to the properties promptly after it is known to LICENSEE, and LICENSOR agrees to inform LICENSEE in writing of any damage to the properties promptly after it is known to LICENSOR. As between LICENSEE and LICENSOR, LICENSEE shall be solely responsible for any and all damage to the Premises that occur during or in connection with LICENSEE's use of the Premises. LICENSEE reserves the right to make repairs using contractors selected by LICENSOR, or to

LICENSE AGREEMENT FOR THE USE OF THE UNIVERSITY OF PHOENIX STADIUM

pay the fair market value of those repairs to LICENSOR to restore the Premises to the condition which existed at the start of the licensed use.

8. In consideration for receiving permission to be on the Premises, LICENSEE hereby releases, waives, discharges and covenants not to sue LICENSOR, the Arizona Sports and Tourism Authority, or their related entities, successors, assigns, officers, directors, servants, agents and employees ("Releases") from any and all liability, claims, demands, or causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by LICENSEE, its guests or anyone else caused by or incidental to LICENSEE electing to have access to the Premises, or to any property belonging to LICENSEE, whether caused by the negligence of the Releases, or otherwise, while on or upon the Premises, while in transit to or from the Premises, or in any place or places connected to the Premises for any and all purposes and activities including, without limitation, visiting and inspecting personal property owned, used, or maintained by the Releases. LICENSEE understands the risks involved in being on the Premises and recognizes and agrees to accept that any activity/activities on the Premises involves risk of injury or death and LICENSEE assumes all risks associated with it, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. LICENSEE is voluntarily entering the Premises to participate in law enforcement and military training exercises with knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death.

9. LICENSEE hereby agrees to indemnify, defend, save and hold harmless the Arizona Sports and Tourism Authority and LICENSOR, and each of their respective successors and assigns, and each of their respective partners, Directors, contractors, agents, officers, employees and representatives, from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, expert witness fees, litigation related expenses, court or other costs and costs of investigation (whether or not litigation occurs and whether taxable or not) ("Claims or Costs") incurred in connection therewith, occasioned with, arising or alleged to arise from, wholly or in part, the exercise by LICENSEE of the privileges herein granted or any injury to or death of any person and any damage to or destruction of property arising from LICENSEE's use of the properties, except to the extent that such Claims or Costs arise out of the negligence or intentional misconduct of LICENSOR.

10. LICENSEE agrees that all training at or on the premises will be performed in a lawful, prudent, and safe manner and will not unreasonably interfere with the normal activities of LICENSOR's operations. If LICENSOR notifies LICENSEE that the training interferes with LICENSOR's operations, or LICENSOR otherwise requires that the training cease or be reduced, LICENSEE shall immediately, upon receipt of such notice or request, cease or reduce the training or remove personnel and equipment as appropriate to comply with LICENSOR's

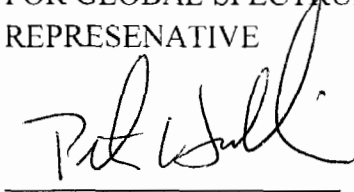
FOR OFFICIAL USE ONLY

LICENSE AGREEMENT FOR THE USE OF THE UNIVERSITY OF PHOENIX STADIUM

notice or request. If the actual training will vary materially from the details specified, the LICENSEE will promptly notify LICENSOR of such anticipated variances and obtain LICENSOR's consent to the material variances prior to engaging in these activities.

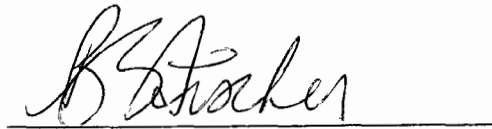
11. Due to the sensitivities of this training, we will exclude this correspondence from automatic public release. This License is revocable by either party, at any time, with reasonable attempts made to inform the other party before preparations for the next training evolution have begun. Otherwise this License will remain in force and effect for agreed upon exercise dates.

FOR GLOBAL SPECTRUM FOR PUBLIC SAFETY/LAW ENFORCEMENT
REPRESENTATIVE



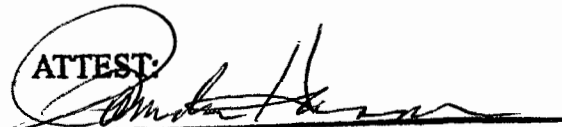
Peter Sullivan
General Manager

Date: 4/10/2014

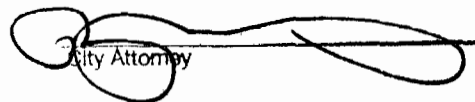


Printed Name: Brenda S. Fischer
Title: City Manager

Date: 4/15/14

ATTEST:

City Clerk

Approved as to form


City Attorney

FOR OFFICIAL USE ONLY

**CITY CLERK
ORIGINAL
LICENSE AGREEMENT**

**C-9126
07/02/2014**

THIS LICENSE ("License"), effective as of the 2nd day of July, 2014, is by and between the City of Glendale, an Arizona Municipal Corporation ("City") and Arizona Cardinals Football Club LLC (the "Club").

WITNESSETH:

In consideration of the mutual covenants and agreements given and exchanged, the parties declare, covenant and agree as follows:

1. Premises.

The Club grants to City this License to use certain real property and improvements in Glendale, Arizona (hereinafter referred to as the "Premises"), as more particularly described in Exhibit A attached to this License.

2. Term.

This License is effective upon execution of the License by both parties, but City's permission to access and use the Premises will commence no earlier than four (4) hours prior to the commencement of the game between the Arizona Cardinals and the Houston Texans on August 9, 2014 (the "August 9 Cardinals Game"). The License and the permission to access and use the Premises shall terminate two (2) hours after the end of the August 9 Cardinals Game. The License and the permission to access and use the Premises shall automatically terminate if the City fails to pay the License Fee (as defined below) when due.

3. License Fee; Parking Plan for August 9 Cardinals Game.

In exchange for the use of the Premises as contemplated by this Agreement, the City (a) shall pay to the Club the amount of Twenty Seven Thousand Five Hundred Dollars (\$27,500.00) (the "License Fee") no later than August 1, 2014 and (b) shall provide parking for the August 9 Cardinals Game in accordance with the parking plan attached to this Agreement as Exhibit B.

4. Use of Premises.

4.1 Reference is made to the Amended and Restated Parking License and Agreement with Covenants, Conditions and Restrictions (as amended, the "Parking License") dated as of August 15, 2005 among Arizona Sports and Tourism Authority (the "Authority"), the City, the Club and certain affiliates of the Club. Pursuant to Section 2.3.7 of the Parking License and Section 4.2(a) of the MOA (as defined in the Parking License), the City will provide the Premises to the Authority for parking to serve the August 9 Cardinals Game (the "Permitted Use"). The City shall have no right to

make any other use of the Premises. The Club is willing to make the Premises available for parking for the August 9 Cardinals Game on a one-time basis only, subject to all of the terms and conditions in this Agreement. The City shall not assume that the Club will be willing to make available parking on the Premises for any other event in the future.

4.2 City shall promptly comply with all statutes, laws, ordinances, orders and regulations promulgated by any and all appropriate governmental authorities affecting the Premises and the cleanliness, safety, occupation and use of the Premises.

5. Insurance and Indemnity.

Insurance and indemnification in connection with the Permitted Use shall be provided as set forth in the Parking License. The parties' rights and obligations with respect to insurance and indemnification shall survive the expiration or termination of the License.

6. Notices.

All notices, demands, consents, requests, attachments or designations by either party to the other shall be in writing and shall be sufficiently given and served on the other party if both (1) sent by certified mail, return receipt requested, postage prepaid, deposited in the United States mail, and (2) e-mailed and addressed as follows:

THE CLUB

CITY

Arizona Cardinals
8701 S. Hardy Drive
Tempe, AZ 85284

City of Glendale
5850 W. Glendale Avenue
Glendale, Arizona 85301

Attn: Ron Minegar
Attn: General Counsel

Attn: Cathy Colbath
e-mail: ccolbath@glendaleaz.com

All such notices shall be effective three (3) days following deposit in the United States mail. Any method of hand delivery shall be effective upon delivery to any person at City or Licensee's address shown above, or to Licensee upon delivery to any employee of Licensee at the Premises.

7. Miscellaneous.

7.1 This License contains the entire understanding and agreement of the parties hereto with respect to the Permitted Use, and all prior negotiations and understandings concerning the Permitted Use are superseded hereby and merged in this License. No party shall be liable or bound to any other person hereto in any manner by any agreement, warranty, representation or guarantee concerning the Permitted Use, except as specifically set forth herein.

7.2 The relationship of the parties hereto is solely that of City and Licensee and, under no circumstances shall the parties hereto be considered as partners or joint venturers.

7.3 This License shall be construed in accordance with and governed by the laws of the State of Arizona.

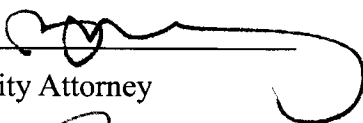
7.4 This Agreement may be cancelled pursuant to A.R.S. § 38-511.

7.5 This Agreement relates only to the August 9 Cardinals Game. Nothing in this Agreement shall constitute an amendment, modification or waiver of any provision of the Parking License, DDA (as defined in the Parking License), MOA (as defined in the Parking License), Agreement Regarding 2013 Westgate Parking and Litigation Standstill or any other document or of any other right or remedy.

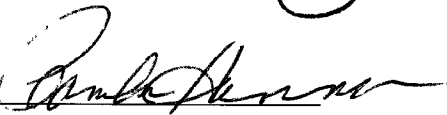
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this License on the date first appearing above.


CITY OF GLENDALE



City Attorney

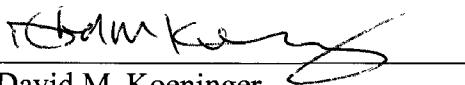


City Clerk



Brenda S. Fischer
City Manager

ARIZONA CARDINALS FOOTBALL CLUB LLC

By: 

Name: David M. Koeninger
Title: General Counsel

Exhibit A

Legal Description of Premises

TURF AREA 2

That portion of the southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the east quarter corner of said Section 9 from which a brass cap in hand hole accepted as the southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence South 88 degrees 02 minutes 02 seconds West, along the north line of the Southeast quarter of said Section 9 and the centerline of Maryland Avenue, a distance of 790.37 feet to a point on the west line of east 790.00 feet;

Thence South 00 degrees 13 minutes 14 seconds East, along said west line of the east 790 feet, a distance of 2275.69 feet to a point on a line 230.00 feet north of the grand canal right-of-way according to the "Salt River Valley User's Association Grand Canal Right-of-Way" plat recorded in Book 181 page 47, records of Maricopa County;

Thence South 89 degrees 26 minutes 17 seconds West a distance of 730.37, along said line 230.00 feet north of the grand canal right-of-way to the **POINT OF BEGINNING**;

Thence continuing South 89 degrees 26 minutes 17 seconds West, along said line 230.00 feet north of the grand canal right-of-way, a distance of 1064.60 feet to a point on the easterly right-of-way line of 95th Avenue;

Thence North 00 degrees 11 minutes 24 seconds West, along said easterly right-of-way line, a distance of 249.43 feet;

Thence South 90 degrees 00 minutes East a distance of 756.56 feet to the beginning of a tangent curve concave to the northwest whose center bears North 00 degrees 00 minutes 00 seconds East a distance of 322.00 feet;

Thence northeasterly along the arc of said curve through a central angle of 57 degrees 58 minutes 37 seconds an arc length of 325.83 feet;

Thence North 32 degrees 01 minutes 23 seconds East a distance of 51.67 feet to the beginning of a non-tangent curve concave to the southwest whose center bears South 08 degrees 12 minutes 22 seconds West a distance of 5.58 feet;

Thence southeasterly along the arc of said curve through a central angle of 55 degrees 50 minutes 25 seconds an arc length of 5.44 feet to a point of tangency;

Thence South 25 degrees 57 minutes 13 seconds East a distance of 6.32 feet;

Thence South 00 degrees 11 minutes 32 seconds East a distance of 425.29 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 278,261.0661 square feet (6.3879 acres) more or less.

TURF AREA 3

That portion of the Southeast quarter of Section 9, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, described as follows:

Commencing at a brass cap in hand hole accepted as the East quarter corner of said Section 9 from which a brass cap in hand hole accepted as the Southeast corner thereof bears South 00 degrees 13 minutes 14 seconds East a distance of 2595.26 feet;

Thence along the north line of said Southeast quarter, South 88 degrees 02 minutes 02 seconds West a distance of 2644.97 feet to an iron pipe known as the center of said Section 9;

Thence along the west line of the Southwest quarter, South 00 degrees 11 minutes 24 seconds East a distance of 1519.82 feet;

Thence leaving said west line of the southwest quarter, North 89 degrees 48 minutes 36 seconds East a distance of 51.80 feet to a point on the easterly right-of-way line of 95th Avenue and the **POINT OF BEGINNING**;

Thence leaving said right-of-way line continuing North 89 degrees 48 minutes 36 seconds East a distance of 355.93 feet;

Thence South 35 degrees 42 minutes 19 seconds East a distance of 135.93 feet;

Thence South 39 degrees 07 minutes 20 seconds East a distance of 396.23 feet;

Thence North 90 degrees 00 minutes 00 seconds West a distance of 675.69 feet to a point on the easterly right-of-way line of said 95th Avenue;

Thence North 00 degrees 11 minutes 24 seconds West, along said easterly right-of-way line, a distance of 312.91 feet to the beginning of a tangent curve concave to the west whose center bears South 89 degrees 48 minutes 36 seconds West a distance of 660.00 feet;

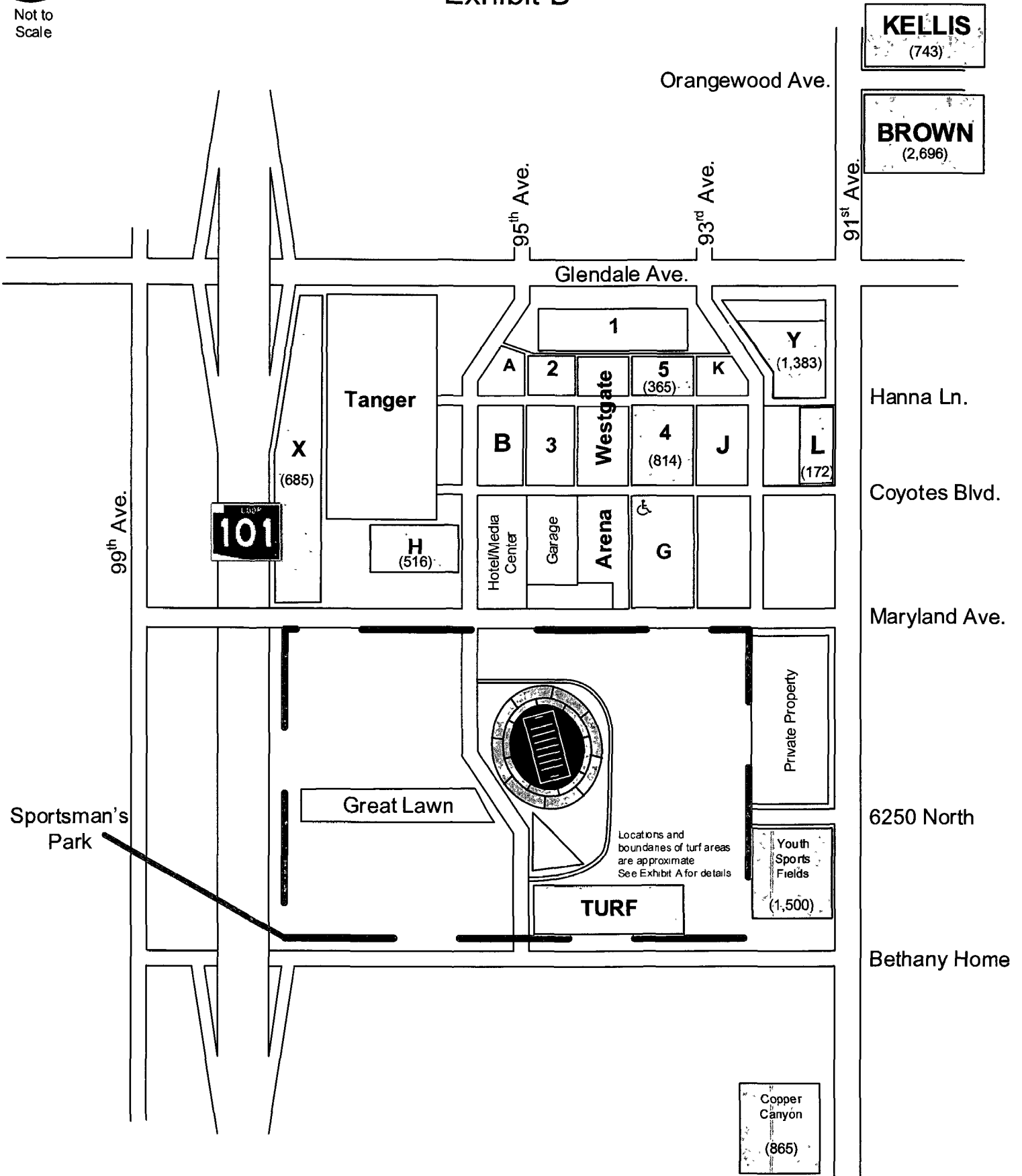
Thence northwesterly along the arc of said curve through a central angle of 09 degrees 02 minutes 28 seconds an arc length of 104.15 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 212,257.7322 sq. ft (4.8727 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.



Not to Scale

Exhibit B



August 9, 2014

Parking for Cardinals Game

6/18/2014

**CITY CLERK
ORIGINAL**

**C-8803
02/24/2014**

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made and entered into this 24 day of February, 2014 between the City of Glendale, an Arizona municipal corporation ("Glendale"), and Camelback Spring Training LLC, a Delaware limited liability company authorized to do business in Arizona ("Camelback Spring Training"), collectively referred to as ("the Parties")

RECITALS

1. Camelback Ranch – Glendale is a spring training facility located on Glendale-owned property and managed by Camelback Spring Training.
2. Camelback Spring Training requires Emergency Medical Services during certain schedule events including, but not limited to, all Major League Baseball ("MLB") spring training games ("Events").
3. The Glendale Fire Department ("GFD") has experience in providing firefighters, EMT's, paramedics, and other medical personnel for such events
4. This agreement is sole and separate from any other agreement between the Parties and is not subject to any provisions and/or limitations that may be contained in those separate agreements

AGREEMENT

1. SCOPE OF CITY SERVICES

A Glendale will provide personnel for to provide the following services for Events held at Camelback Ranch – Glendale.

1. Emergency Medical Services ("EMS")
2. Ambulance Services
3. Other mutually agreed upon services

(All such services are collectively referred to as "Special Duty Work")

B. The Glendale Fire Department agrees to provide personnel to satisfy Camelback Spring Training's requirements for Special Duty Work under this Agreement, and such provision of services will be according to the following criteria:

1. The Glendale Fire Department shall be responsible for the administration of the Special Duty Work by GFD employees or its subcontractors on behalf of Glendale.
2. For the purposes of this Agreement, Special Duty Work for all events for which the estimated attendance is 1,000 persons or greater will consist of a minimum of three (3) hours duration. The staffing levels for these events shall be determined by Camelback Spring Training, on an event-by-event basis, after consultation with Camelback Ranch Facility/Operations Manager or his designee. Staffing levels will be provided to GFD a minimum of one (1) week prior to any Event. Requested staffing changes must be submitted to GFD at least 24 hours prior to the day of the Special Duty Work by Camelback Ranch Facility/Operations Manager or his designee.

3. The Camelback Ranch Facility/Operations Manager or his designee may contact designated GFD Special Events personnel up to four (4) hours prior to opening of gates the day of an Event and cancel Special Duty Work without incurring any cost. Cancellation of an Event with less than four (4) hours' notice prior to opening of gates will incur a cost of three (3) hours of Special Duty Work for each person scheduled for the Event.
4. Special Duty Work requests from Camelback Spring Training will be assigned as follows:
 - a. GFD shall be responsible for the scheduling of the Special Duty Work.
 - b. GFD shall be responsible for the training of Special Duty Work employees to the standards set forth in Camelback Spring Training's Guest Service Program.. Camelback Spring Training and GFD shall coordinate any special training requirements with regard to the length and content of the Guest Service Program. Special Duty Work employees will be expected to perform their duties to the highest level of Camelback Spring Training guest services standards in order to best serve the guests and clients of Camelback Ranch – Glendale
 - c. GFD shall honor any Camelback Spring Training request that a particular employee or employees not be assigned Special Duty Work Camelback Spring Training retains the right, after consultation with GFD, to assign specific GFD staff to work specific positions. Camelback Spring Training, after consultation with GFD, also reserves the right to deny specific GFD personnel specific work assignments.
 - d. GFD shall ensure each employee performing Special Duty Work under this Agreement has radio communication capability.
 - e. All persons undertaking Special Duty Work shall remain employees of Glendale or its subcontractor, respectfully, while performing such Special Duty Work under this Agreement.
 - f. Special Duty Work details shall consist of, but are not limited to, staffing first-aid rooms with emergency medical technicians or other trained staff, response teams, ambulance transportation, etc. Camelback Spring Training shall determine the appropriate level of supervisory presence in consultation with GFD.
 - g. Special Duty Work personnel shall be expected to perform their assigned work and abide by the policies and procedures set forth by Camelback Spring Training in the Facility Employee Handbook. Noncompliance with policies and procedures will be reported to the GFD event supervisor who will take appropriate action.
- C. The event detail shall consist of GFD personnel and any additional personnel required as provided through GFD contractors, who will be considered subcontractors of GFD and solely through GFD. Such personnel shall represent ambulance, nurses or other allied medical professionals. Camelback Spring Training agrees to GFD being the lead agency in all medical personnel staffing and scheduling assignments necessary to fulfill the requirements of sections I.A. and I.B.
- D. GFD or its subcontractors will supply the necessary capital equipment to fulfill EMS services requested by Camelback Spring Training. Any and all such equipment (apparatus, heart monitors, ALS equipment, etc.) shall remain the property of GFD and/or its subcontractors. GFD or its subcontractors will also supply the initial stock of first aid incidental and EMS supplies (bandages, ice packs, etc.) for the First Aid Room located at Camelback Ranch – Glendale. All

this stock shall remain the property of GFD and/or its subcontractors. Any amendments to this section must be agreed upon in writing by GFD and Camelback Spring Training.

- E. One (1) ambulance will be provided for the exclusive use of players requiring transport to medical facilities during a game. This ambulance will be staged in a mutually-agreed upon location as determined by Camelback Spring Training, team medical personnel and GFD.
- F GFD agrees to document all EMS services provided during the event on the designated injury report form as specified by Camelback Spring Training. Camelback Spring Training also understands that copies of any GFD forms are covered by HIPAA regulations and may not be provided or copied for use by Camelback Spring Training.

2. COMPENSATION

- A. Camelback Spring Training shall pay GFD for work performed under this Agreement after the effective date as set forth below. The payment shall be full compensation for work performed, for services rendered and for all labor and incidentals necessary to perform the work and services.
- B. Compensation shall begin 30 minutes prior to opening of gates for patron entry to allow for travel to the stadium and setup. Compensation shall end when notice is received that EMS services are terminated for the Event or after three (3) hours, whichever is greater. GFD will not bill for any additional time for teardown or return travel. GFD will bill for EMS services resulting from late calls after the Event, but will coordinate with Camelback Spring Training to inform them of any such required services.
- C. Compensation shall be paid for hours Special Duty Work services are provided, as calculated in accordance with subparagraph B, above, at \$240.00 per hour for the initial (5) person team, with an additional charge of \$48.00 per hour for each individual requested by Camelback Spring Training above the initial five (5) person team. This rate will increase annually on January 1 by 3% unless other terms are mutually agreed to in writing by the Parties.
- D. Camelback Spring Training shall reimburse Glendale or its designated subcontractor for replacement of first aid incidental and EMS supplies (bandages, ice packs, etc.) utilized in the treatment of Camelback Spring Training patrons. GFD and/or its designated subcontractor will maintain a list of supplies utilized to support the reimbursement request
- E. The compensation for services hereunder is not limited by section 3.2.3 of the Facilities Use Agreement; Glendale Contract No. C-6368.

3. BILLING AND PAYMENT PROCEDURE

- A. Camelback Spring Training agrees to compensate the Glendale within fifteen (15) days after receiving an itemized billing of the Special Duty Work services provided and their costs.
- B. From time to time, Camelback Spring Training may require a bill for Special Duty Work at the time of service to settle with a Camelback Spring Training client. Camelback Spring Training shall provide 24 hours prior notice when such special billing is required. Such bills will be presented to the Camelback Ranch Facility/Operations Manager or his designee prior to the end of the event.

4. EFFECTIVE DATE, TERM, AND TERMINATION

This Agreement shall be effective as of January 1, 2014, and shall remain in full force and effect until through December 31, 2016.

5. EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION

- A. Glendale and Camelback Spring Training, by mutual written agreement, may terminate this Agreement at any time.
- B. Either Camelback Spring Training or Glendale may terminate this Agreement for any reason, in that Party's sole discretion, upon 30 days' notice of termination, in writing, to the other party.
- C. In the event of termination under Subsections 5(A) or 5(B), EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION, hereof, Camelback Spring Training shall pay Glendale for Special Duty Work performed in accordance with this Agreement prior to the termination date.

6. REMEDIES

The remedies provided to Camelback Spring Training and to Glendale under Section 5, EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION, shall not be exclusive. Camelback Spring Training and Glendale also shall be entitled to any other remedies available at law or in equity.

7. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, Glendale and Camelback Spring Training must comply with all applicable federal, state, and local laws and regulations, including but not limited to, compliance with those state law provisions contained in Addendum A, attached hereto. Addendum A is specifically incorporated into and is an enforceable part of this Agreement.

8. ARIZONA LAW AND FORUM

- A. This Agreement shall be construed according to the law of the State of Arizona.
- B. Any litigation between Camelback Spring Training and Glendale arising under this Agreement, or out of work performed under this Agreement, shall occur in the Arizona state courts, in Maricopa County having jurisdiction thereof, and if in the federal court, in the United States Court for the District of Arizona.

9. INDEMNIFICATION

Subject to the applicable provisions of Arizona law, each party shall indemnify, defend and hold harmless the other party from and against all liability, loss and costs arising out of, or resulting from, the acts or omissions of the indemnifying party and its officers, employees, contractors, subcontractors and agents.

City of Glendale
Attn. City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

If to Camelback Spring Training:

Camelback Spring Training
Attn: Mary Beth Hardina.
10710 West Camelback Road
Phoenix, Arizona 85307

15. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement, nevertheless, shall remain in full force and effect and the provision shall be stricken.

16. INTEGRATION

This Agreement contains the entire agreement between Camelback Spring Training and Glendale and supersedes all prior written or oral discussions or agreements.

17. DISPUTE RESOLUTION

In the event of any dispute, disagreement or claim between Glendale and Camelback Spring Training arising out of, or in connection with, this Agreement, the Parties agree to attempt to resolve and settle such dispute, disagreement or claim for sixty (60) days after notification in writing by either party prior to the filing and serving of any lawsuit. This provision shall be enforceable through the equitable remedy of specific performance.

18. AUDIT OF PAYMENTS

1. Camelback Spring Training and Glendale, either directly or through a designated representative, may audit the records of the other party concerning matters related to this Agreement at any time during the three (3) year period established by Section 21, MAINTENANCE OF RECORDS.

B. If an audit discloses that payments under Section 2, COMPENSATION, and Section 3, BILLING AND PAYMENT PROCEDURE, were either less than or in excess of the amount to which the city of Glendale was entitled, accounts shall be adjusted

19. LIABILITY INSURANCE

A. Glendale is self-insured and maintains a risk-management trust fund for the payment of defense, losses, anticipated losses and insurance premiums related to the losses for personal injury or property damage.

B Camelback Spring Training shall maintain insurance as required by the Facility Use Agreement, Section 16.1, Glendale Contract No. C-6368, as amended.

20. AMENDMENTS

- A. This Agreement may not be amended or modified except by written agreement approved and executed by Camelback Spring Training Glendale.
- B. Any change in the scope of GFD services, as defined above in Section 1 of this Agreement shall be deemed an amendment.

21. MAINTENANCE OF RECORDS

Glendale shall maintain records on a current basis to support its billings to Camelback Spring Training Camelback Spring Training, or its authorized representative, shall have the authority to inspect, audit, and copy the records of Glendale regarding its billings of its work hereunder after receipt of reasonable notice by Glendale. Glendale shall retain these records for inspection, audit, and copying for three (3) years from the date of completion or termination of this Agreement. Camelback Spring Training shall maintain records on a current basis to support its payments to Glendale. Glendale, or its authorized representative, shall have the authority to inspect, audit, and copy after receipt of reasonable notice by Camelback Spring Training. Camelback Spring Training shall retain these records for inspection, audit, and copying for three (3) years from the date of completion or termination of this Agreement.

22. BREACH OF AGREEMENT

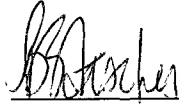
- A. Camelback Spring Training or Glendale shall have breached this Agreement, if it fails to perform any substantial obligation under the Agreement, except as provided in Subsection B of this section
- B. Neither Camelback Spring Training nor Glendale shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement, if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, any force majeure, including acts of God or the public enemy, acts of the federal or state, governments or any agency or department thereof, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either Camelback Spring Training or Glendale fail to perform because of a cause described in this subsection, Camelback Spring Training and Glendale shall make a mutually acceptable revision in the scope of services, schedule, or compensation.

23. NON-WAIVER

Camelback Spring Training and Glendale shall not be deemed to have waived any breach of this Agreement by the other party, except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

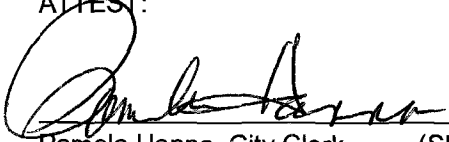
(Signatures on Following Page)

CITY OF GLENDALE, an Arizona
municipal corporation



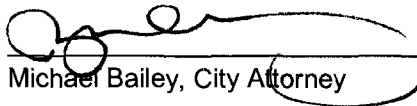
Brenda S. Fischer

ATTEST:



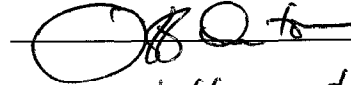
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



Michael Bailey, City Attorney

CAMELBACK SPRING TRAINING, LLC, a Delaware
limited liability company



By: Jeff Overton

Its: President + GM

2-19-14

ADDENDUM A

Camelback Spring Training further agrees as follows:

I. Immigration Law Compliance.

- A. Camelback Spring Training, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale ("City") retains the legal right to inspect the papers of Camelback Spring Training or subcontractor employee who performs work under this Agreement to ensure that Camelback Spring Training or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Camelback Spring Training shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Camelback Spring Training agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Camelback Spring Training agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Camelback Spring Training also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Camelback Spring Training's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

III. Conflicts. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

CITY CLERK ORIGINAL

C-8542
07/25/2013

AMENDMENT NO. 11 TO THE 2010-2011 ARENA MANAGEMENT AND OPERATIONS AGREEMENT

THIS AMENDMENT NO. 11 (the "Amendment"), dated as of July 25, 2013, to the 2010-2011 Arena Management and Operations Agreement (as amended, the "Agreement"), dated as of May 20, 2010 and as last amended as of January 30, 2013, by and among Coyotes Newco, LLC, a Delaware limited liability company ("Coyotes Newco"), and Arena Newco, LLC, a Delaware limited liability company ("Arena Newco" and, together with Coyotes Newco, the "Owners"), and the City of Glendale, an Arizona municipal corporation (the "City"), is made by and among the Owners and the City. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, the Agreement, among other things, requires the Owners to cause the Team to play its home games at the Arena during the 2011-12 NHL season, provided that the City funded the payment of a capped fee to the Owners for the 2011-12 NHL season from May 11, 2011 through the date that is five days after the last game played by the Team (including the playoffs) during the 2012-2013 NHL Season (the "Prior Funding Deadline") in order to give the City and the Owners sufficient time to consummate the sale of the Team to a new owner;

WHEREAS, the Owners and the City mutually desire to extend the term of the Agreement until 11:59 p.m., Mountain Time, on August 6, 2013 or as may otherwise be provided in a subsequent amendment to the Agreement; and

WHEREAS, the parties hereto wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

1. Recital J. The parties hereto amend Recital J by deleting it in its entirety and replacing it as follows:

"Notwithstanding the Owners' ability to sell the Team and the NHL's ability and right to relocate it for the 2011-12 NHL season, the Owners are willing to extend the AMUL and cause the Team to play in Glendale during the 2011-12 NHL season, provided that the City pays, and provides sufficient assurance that the City will timely put in place a firm and unequivocal mechanism to fund the payment of, a capped fee to the Owners for the 2011-12 NHL season from the date of Amendment No. 1 to the Agreement through 11:59 p.m., Mountain Time, on August 6, 2013 (the "End of the Coyotes' Season") in order to give the City and the Owners additional time to consummate the sale of the Team to a new owner."

2. Section 2.2. The parties hereto amend the first paragraph of Section 2.2 by replacing the words "the day following the date of the last game played by the Team (including the playoffs) during the 2012-2013 NHL Season" with the words "August 6, 2013", such that the first paragraph of Section 2.2, as so amended, reads in its entirety as follows:

"2.2 The City shall deposit the sum of \$25,000,000 into an escrow account

(the "Escrow Account") with Bank of America, to be held in escrow subject to an escrow agreement in the form attached as Annex A. Such \$25,000,000 shall be deposited as follows: (x) on the date of the Amendment, the City shall deposit the sum of \$20,000,000 into the Escrow Account, and (y) the City shall deposit an additional sum of \$5,000,000 into the Escrow Account on the earlier of: (i) 11:59 p.m., Mountain Time, on August 6, 2013 and (ii) the day following the consummation of a sale of the Team."

3. Interpretation. On and after the date hereof, each reference in the Agreement to "this Agreement", "herein", "hereof", "hereunder" or words of similar import shall mean and be a reference to the Agreement as amended and supplemented hereby.
4. Effectiveness. This Amendment is effective as of the day immediately prior to the Prior Funding Deadline.
5. No Other Amendments or Supplements to Agreement. Except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect.
6. Counterparts; Facsimile/pdf Signatures. This Amendment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Amendment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"OWNERS":

COYOTES NEWCO, LLC

By: _____

Name: William Daly

Title: Manager

ARENA NEWCO, LLC

By: _____

Name: William Daly

Title: Manager

ATTEST:


City Clerk

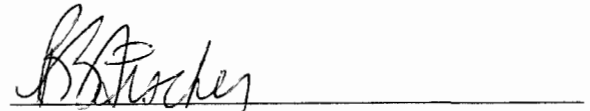
Approved as to form



City Attorney

"CITY":

CITY OF GLENDALE



Name: Brenda Fischer

Title: City manager

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"OWNERS":

COYOTES NEWCO, LLC

By: W.D. - y
Name: William Daly
Title: Manager

ARENA NEWCO, LLC

By: W.D. - y
Name: William Daly
Title: Manager

"CITY":

CITY OF GLENDALE

Name:
Title:

**CITY CLERK
ORIGINAL**

C-8542-3
08/22/2013

AMENDMENT NO. 14

TO THE

2010-2011 ARENA MANAGEMENT AND OPERATIONS AGREEMENT

THIS AMENDMENT NO. 14 (the "Amendment"), dated as of August 22, 2013, to the 2010-2011 Arena Management and Operations Agreement (as amended, the "Agreement"), dated as of May 20, 2010 and as last amended as of August 8, 2013, by and among Coyotes Newco, LLC, a Delaware limited liability company ("Coyotes Newco"), and Arena Newco, LLC, a Delaware limited liability company ("Arena Newco" and, together with Coyotes Newco, the "Owners"), and the City of Glendale, an Arizona municipal corporation (the "City"), is made by and among the National Hockey League, a joint venture organized as an unincorporated association not for profit (the "NHL"), NHL Coyotes Holdings, LLC, a Delaware limited liability company ("Holdings" and, together with the NHL, the "Assignees") and the City. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, Coyotes Newco and the NHL entered into that certain Assignment Agreement Regarding Owners' Fee Rights (the "Assignment Agreement Regarding Owners' Fee Rights"), dated as of August 5, 2013, pursuant to which Coyotes Newco conveyed, assigned, transferred and delivered to the NHL all of Coyotes Newco's right, title and interest in, to and under Coyotes Newco's rights to be paid the Owners' Fee and all Coyotes Newco's related enforcement rights under the Agreement (the "Owners' Fee Rights"), and the NHL accepted such assignment;

WHEREAS, the Owners and Holdings, entered into that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement"), dated as of August 5, 2013, pursuant to which the Owners conveyed, assigned, transferred and delivered to Holdings, among other things, all of Coyotes Newco's right, title and interest in, to and under all rights under the Agreement, other than the Owners' Fee Rights, and Holdings accepted such assignment;

WHEREAS, the Agreement, among other things, requires the Owners to cause the Team to play its home games at the Arena during the 2011-12 NHL season, provided that the City funded the payment of a capped fee to the Owners for the 2011-12 NHL season from May 11, 2011 through 11:59 p.m., Mountain Time, on August 27, 2013 in order to give the City and the Owners sufficient time to consummate the sale of the Team to a new owner;

WHEREAS, the Assignees and the City mutually desire to extend the term of the Agreement until 11:59 p.m., Mountain Time, on September 17, 2013 or as may otherwise be provided in a subsequent amendment to the Agreement; and

WHEREAS, the parties hereto wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

1. Recital J. The parties hereto amend Recital J by deleting it in its entirety and replacing it as follows:

"Notwithstanding the Owners' ability to sell the Team and the NHL's ability and right to relocate it for the 2011-12 NHL season, the Owners are willing to extend

the AMUL and cause the Team to play in Glendale during the 2011-12 NHL season, provided that the City pays, and provides sufficient assurance that the City will timely put in place a firm and unequivocal mechanism to fund the payment of, a capped fee to the Owners for the 2011-12 NHL season from the date of Amendment No. 1 to the Agreement through 11:59 p.m., Mountain Time, on September 17, 2013 (the "End of the Coyotes' Season") in order to give the City and the Owners additional time to consummate the sale of the Team to a new owner."

2. Section 2.2. The parties hereto amend the first paragraph of Section 2.2 by deleting it in its entirety and replacing it as follows:

"2.2 The City shall deposit the sum of \$25,000,000 into an escrow account (the "Escrow Account") with Bank of America, to be held in escrow subject to an escrow agreement in the form attached as Annex A. Such \$25,000,000 shall be deposited as follows: (x) on the date of the Amendment, the City shall deposit the sum of \$20,000,000 into the Escrow Account, and (y) the City shall deposit an additional sum of \$5,000,000 into the Escrow Account at or prior to 11:59 p.m., Mountain Time, on September 17, 2013."

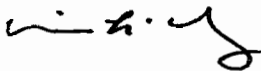
3. Acknowledgement of NHL Rights. The City hereby confirms and acknowledges all conveyances, assignments, transfers and deliveries under the Assignment Agreement Regarding Owners' Fee Rights and the Assignment and Assumption Agreement.
4. Interpretation. On and after the date hereof, each reference in the Agreement to "this Agreement", "herein", "hereof", "hereunder" or words of similar import shall mean and be a reference to the Agreement as amended and supplemented hereby.
5. No Other Amendments or Supplements to Agreement. Except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect. For the avoidance of doubt, the Owners' Fee will not exceed \$25,000,000 under any circumstances.
6. Counterparts; Facsimile/pdf Signatures. This Amendment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Amendment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

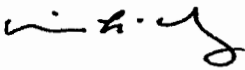
IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"ASSIGNEES":

NATIONAL HOCKEY LEAGUE


By: _____
Name: William Daly
Title: Deputy Commissioner

NHL COYOTES HOLDINGS, LLC


By: _____
Name: William Daly
Title: Manager

"CITY":

CITY OF GLENDALE

Name: Brenda S. Fischer
Title: City Manager

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"ASSIGNEES":

NATIONAL HOCKEY LEAGUE

By: _____

Name:

Title:

NHL COYOTES HOLDINGS, LLC

By: _____

Name: William Daly

Title: Manager

"CITY":

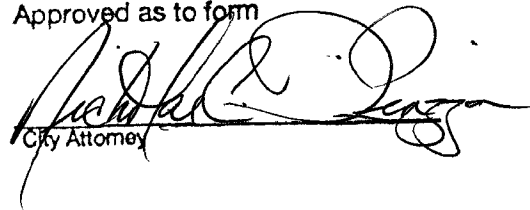
CITY OF GLENDALE



Name: Brenda S. Fischer

Title: City Manager

Approved as to form


City Attorney

ATTEST:


City Clerk

CITY CLERK
ORIGINAL

C-8541-4
09/11/2013

AMENDMENT NO. 14
TO THE
ESCROW AGREEMENT

THIS AMENDMENT NO. 14 (the "Amendment"), dated as of September 11, 2013, to the Escrow Agreement (as amended, the "Agreement"), dated as of May 11, 2011 and as last amended as of August 22, 2013, by and among Coyotes Newco, LLC, a Delaware limited liability company ("Coyotes Newco"), and Arena Newco, LLC, a Delaware limited liability company ("Arena Newco" and, together with Coyotes Newco, the "Owners"), the City of Glendale, an Arizona municipal corporation (the "City"), and Bank of America, National Association, a national banking association duly organized and existing under the laws of the United States of America, having an office in Chicago, Illinois (the "Escrow Agent") is made by and among the National Hockey League, a joint venture organized as an unincorporated association not for profit (the "NHL"), the City and the Escrow Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, Coyotes Newco and the NHL entered into that certain Assignment Agreement Regarding Owners' Fee Rights (the "Assignment Agreement Regarding Owners' Fee Rights"), dated as of August 5, 2013, pursuant to which Coyotes Newco conveyed, assigned, transferred and delivered to the NHL all of Coyotes Newco's right, title and interest in, to and under Coyotes Newco's rights to be paid the Owners' Fee and all Coyotes Newco's related enforcement rights under the Escrow Agreement (the "Owners' Fee Rights"), and the NHL accepted such assignment;

WHEREAS, the Owners, the City and the Escrow Agent entered into the Agreement in connection with Amendment No. 1, dated as of May 11, 2011, to that certain 2010-2011 Arena Management and Operations Agreement (as last amended as of August 22, 2013, the "Glendale Agreement");

WHEREAS, concurrently herewith, the NHL, as the assignee of Coyotes Newco, and the City are entering into Amendment No. 15 to the Glendale Agreement to, among other things, change the date by which the City must deliver \$5,000,000 to the Escrow Agent from 11:59 p.m., Mountain Time, on September 17, 2013 to 11:59 p.m., Mountain Time, on October 1, 2013 or as may otherwise be provided in a subsequent amendment to the Agreement;

WHEREAS, the NHL, the City and the Escrow Agent mutually desire to amend the Agreement to change the date by which the City must deliver \$5,000,000 to the Escrow Agent in order to conform to the amended Glendale Agreement; and

WHEREAS, the parties hereto wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

1. Third Recital. The parties hereto amend the third recital by deleting it in its entirety and replacing it as follows:

"WHEREAS, subject to the terms hereof and to the terms of the Glendale Agreement, the City shall deliver to the Escrow Agent an amount in cash equal to \$25,000,000, with such amount to be delivered as follows: (x) \$20,000,000

delivered to the Escrow Agent by the City on the date hereof, and (y) an additional amount in cash equal to \$5,000,000 to be delivered to the Escrow Agent by the City at or prior to 11:59 p.m., Mountain Time, on October 1, 2013, to be held, released and paid in accordance with the terms of this Escrow Agreement and the Glendale Agreement;"

2. Subsection (a) of Article I. The parties hereto amend Subsection (a) of Article I by deleting it in its entirety and replacing it as follows:

"The City will deposit an aggregate of \$25,000,000. The \$25,000,000 will be deposited as follows: (x) on the date hereof, the City will deposit \$20,000,000 (the "*Initial Deposit*") with the Escrow Agent, and (y) the City shall deposit an additional sum of \$5,000,000 (the "*Subsequent Deposit*") with the Escrow Agent at or prior to 11:59 p.m., Mountain Time, on October 1, 2013. The Initial Deposit and the Subsequent Deposit, if any, together with any investment earnings thereon, shall hereinafter collectively be referred to as the "*Escrow Fund.*" The Escrow Agent will notify the Owners and the City upon receipt of the Initial Deposit and the Subsequent Deposit. Escrow Agent shall have no duty to monitor or enforce either deposit."

3. Section 6.1. The parties hereto amend the first sentence of Section 6.1 by replacing the words "August 30, 2013" with the words "October 7, 2013," such that the first sentence of Section 6.1, as so amended, reads in its entirety as follows:

"This Agreement shall terminate on the earlier of (a) the termination date set forth in a properly executed and delivered Termination Notice (as defined below), (b) immediately following the valid disposition of the entirety of the Escrow Fund in accordance with the terms of this Agreement, and (c) October 7, 2013."

4. Section 6.2. The parties hereto amend Section 6.2 by replacing the words "August 30, 2013" with the words "October 7, 2013," such that Section 6.2, as so amended, reads in its entirety as follows:

"Notwithstanding any other provision in this Agreement, on October 7, 2013, the Escrow Agent shall distribute the then-current balance of the Escrow Fund to the City."

5. Interpretation. On and after the date hereof, each reference in the Agreement to "this Agreement", "herein", "hereof", "hereunder" or words of similar import shall mean and be a reference to the Agreement as amended and supplemented hereby.

6. Effectiveness. This Amendment is effective as of August 29, 2013.

7. No Other Amendments or Supplements to Agreement. Except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect.


8. Counterparts; Facsimile/pdf Signatures. This Amendment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Amendment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"NHL":

NATIONAL HOCKEY LEAGUE

By: 
Name: *David Zimmerman*
Title: *Executive Vice President, Chief legal officer and General Counsel*

"CITY":

CITY OF GLENDALE

Name: Brenda S. Fischer
Title: City Manager

"ESCROW AGENT":

**BANK OF AMERICA, NATIONAL
ASSOCIATION**

Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"NHL":

NATIONAL HOCKEY LEAGUE

By: _____

Name:

Title:

"CITY":

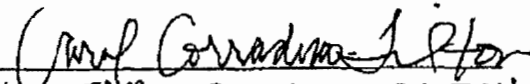
CITY OF GLENDALE

Name: Brenda S. Fischer

Title: City Manager

"ESCROW AGENT":

**BANK OF AMERICA, NATIONAL
ASSOCIATION**



Name: CAROL CORRADINO-TILTON
Title: VICE PRESIDENT

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"NHL":

NATIONAL HOCKEY LEAGUE

By: _____

Name:

Title:

"CITY":

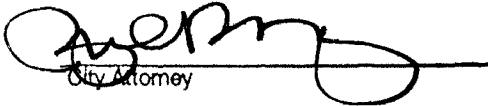
CITY OF GLENDALE

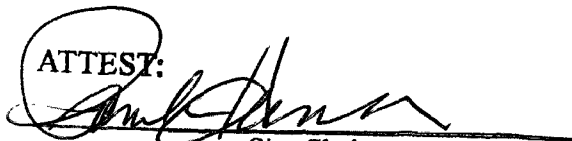


Name: Brenda S. Fischer

Title: City Manager

Approved as to form


City Attorney

ATTEST:

City Clerk

"ESCROW AGENT":

BANK OF AMERICA, NATIONAL
ASSOCIATION

Name:

Title:

CITY CLERK ORIGINAL

C-8542-1
08/02/2013

AMENDMENT NO. 12 TO THE 2010-2011 ARENA MANAGEMENT AND OPERATIONS AGREEMENT

THIS AMENDMENT NO. 12 (the "Amendment"), dated as of August 2, 2013, to the 2010-2011 Arena Management and Operations Agreement (as amended, the "Agreement"), dated as of May 20, 2010 and as last amended as of July 25, 2013, by and among Coyotes Newco, LLC, a Delaware limited liability company ("Coyotes Newco"), and Arena Newco, LLC, a Delaware limited liability company ("Arena Newco" and, together with Coyotes Newco, the "Owners"), and the City of Glendale, an Arizona municipal corporation (the "City"), is made by and among the Owners and the City. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, the Agreement, among other things, requires the Owners to cause the Team to play its home games at the Arena during the 2011-12 NHL season, provided that the City funded the payment of a capped fee to the Owners for the 2011-12 NHL season from May 11, 2011 through 11:59 p.m., Mountain Time, on August 6, 2013 in order to give the City and the Owners sufficient time to consummate the sale of the Team to a new owner;

WHEREAS, the Owners and the City mutually desire to extend the term of the Agreement until 11:59 p.m., Mountain Time, on August 13, 2013 or as may otherwise be provided in a subsequent amendment to the Agreement; and

WHEREAS, the parties hereto wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

1. Recital J. The parties hereto amend Recital J by deleting it in its entirety and replacing it as follows:

"Notwithstanding the Owners' ability to sell the Team and the NHL's ability and right to relocate it for the 2011-12 NHL season, the Owners are willing to extend the AMUL and cause the Team to play in Glendale during the 2011-12 NHL season, provided that the City pays, and provides sufficient assurance that the City will timely put in place a firm and unequivocal mechanism to fund the payment of, a capped fee to the Owners for the 2011-12 NHL season from the date of Amendment No. 1 to the Agreement through 11:59 p.m., Mountain Time, on August 13, 2013 (the "End of the Coyotes' Season") in order to give the City and the Owners additional time to consummate the sale of the Team to a new owner."

2. Section 2.2. The parties hereto amend the first paragraph of Section 2.2 by deleting it in its entirety and replacing it as follows:

"2.2 The City shall deposit the sum of \$25,000,000 into an escrow account (the "Escrow Account") with Bank of America, to be held in escrow subject to an escrow agreement in the form attached as Annex A. Such \$25,000,000 shall be

deposited as follows: (x) on the date of the Amendment, the City shall deposit the sum of \$20,000,000 into the Escrow Account, and (y) the City shall deposit an additional sum of \$5,000,000 into the Escrow Account at or prior to 11:59 p.m., Mountain Time, on August 13, 2013."

3. Section 3.1. The parties hereto amend Section 3.1 by replacing the words "consummation of a Glendale Sale" with the words "End of the Coyotes' Season" and by replacing the words "consummation of such Glendale Sale" with the words "End of the Coyotes' Season", such that Section 3.1, as so amended, reads in its entirety as follows:

"3.1 This Agreement will terminate upon the End of the Coyotes' Season; provided, that §2.1 (c) and §2.4 shall survive such termination until the later of (a) 30 days following the End of the Coyotes' Season and (b) September 15, 2011; provided, further, that should a Glendale Sale occur, the City shall continue to be obligated to pay any Actual Cash Losses incurred or accrued prior to the termination date in accordance with the terms of this Agreement; and"

4. Interpretation. On and after the date hereof, each reference in the Agreement to "this Agreement", "herein", "hereof", "hereunder" or words of similar import shall mean and be a reference to the Agreement as amended and supplemented hereby.
5. No Other Amendments or Supplements to Agreement. Except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect. For the avoidance of doubt, the Owners' Fee will not exceed \$25,000,000 under any circumstances.
6. Counterparts; Facsimile/pdf Signatures. This Amendment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Amendment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"OWNERS":

COYOTES NEWCO, LLC

By: _____

Name: William Daly

Title: Manager

ARENA NEWCO, LLC


By: _____

Name: William Daly

Title: Manager

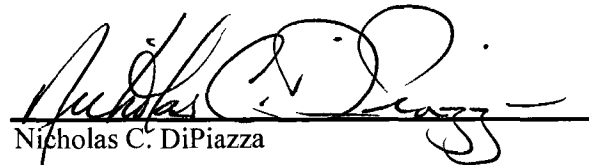
"CITY":

CITY OF GLENDALE

 _____

Name: Brenda S. Fischer

Title: City Manager

 _____

Nicholas C. DiPiazza

City Attorney

ATTEST
 _____
City Clerk

**CITY CLERK
ORIGINAL**

C-8541-1
08/02/2013

**AMENDMENT NO. 11
TO THE
ESCROW AGREEMENT**

THIS AMENDMENT NO. 11 (the "Amendment"), dated as of August 2, 2013, to the Escrow Agreement (as amended, the "Agreement"), dated as of May 11, 2011 and as last amended as of July 25, 2013, by and among Coyotes Newco, LLC, a Delaware limited liability company ("Coyotes Newco"), and Arena Newco, LLC, a Delaware limited liability company ("Arena Newco" and, together with Coyotes Newco, the "Owners"), the City of Glendale, an Arizona municipal corporation (the "City"), and Bank of America, National Association, a national banking association duly organized and existing under the laws of the United States of America, having an office in Chicago, Illinois (the "Escrow Agent") is made by and among the Owners, the City and the Escrow Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, the Owners, the City and the Escrow Agent entered into the Agreement in connection with Amendment No. 1, dated as of May 11, 2011, to that certain 2010-2011 Arena Management and Operations Agreement (as last amended as of July 25, 2013, the "Glendale Agreement");

WHEREAS, concurrently herewith, the Owners and the City are entering into Amendment No. 12 to the Glendale Agreement to, among other things, change the date by which the City must deliver \$5,000,000 to the Escrow Agent from 11:59 p.m., Mountain Time, on August 6, 2013 to 11:59 p.m., Mountain Time, on August 13, 2013 or as may otherwise be provided in a subsequent amendment to the Agreement;

WHEREAS, the Owners, the City and the Escrow Agent mutually desire to amend the Agreement to change the date by which the City must deliver \$5,000,000 to the Escrow Agent in order to conform to the amended Glendale Agreement; and

WHEREAS, the parties hereto wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

1. Third Recital. The parties hereto amend the third recital by deleting it in its entirety and replacing it as follows:

"WHEREAS, subject to the terms hereof and to the terms of the Glendale Agreement, the City shall deliver to the Escrow Agent an amount in cash equal to \$25,000,000, with such amount to be delivered as follows: (x) \$20,000,000 delivered to the Escrow Agent by the City on the date hereof, and (y) an additional amount in cash equal to \$5,000,000 to be delivered to the Escrow Agent by the City at or prior to 11:59 p.m., Mountain Time, on August 13, 2013, to be held, released and paid in accordance with the terms of this Escrow Agreement and the Glendale Agreement;"

2. Subsection (a) of Article I. The parties hereto amend Subsection (a) of Article I by deleting it in its entirety and replacing it as follows:

"The City will deposit an aggregate of \$25,000,000. The \$25,000,000 will be

deposited as follows: (x) on the date hereof, the City will deposit \$20,000,000 (the "*Initial Deposit*") with the Escrow Agent, and (y) the City shall deposit an additional sum of \$5,000,000 (the "*Subsequent Deposit*") with the Escrow Agent at or prior to 11:59 p.m., Mountain Time, on August 13, 2013. The Initial Deposit and the Subsequent Deposit, if any, together with any investment earnings thereon, shall hereinafter collectively be referred to as the "*Escrow Fund*." The Escrow Agent will notify the Owners and the City upon receipt of the Initial Deposit and the Subsequent Deposit. Escrow Agent shall have no duty to monitor or enforce either deposit."

3. Interpretation. On and after the date hereof, each reference in the Agreement to "this Agreement", "herein", "hereof", "hereunder" or words of similar import shall mean and be a reference to the Agreement as amended and supplemented hereby.
4. No Other Amendments or Supplements to Agreement. Except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect.
5. Counterparts; Facsimile/pdf Signatures. This Amendment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Amendment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"OWNERS":

COYOTES NEWCO, LLC


By: _____
Name: William Daly
Title: Manager

ARENA NEWCO, LLC

By: _____
Name: William Daly
Title: Manager

"CITY":

CITY OF GLENDALE

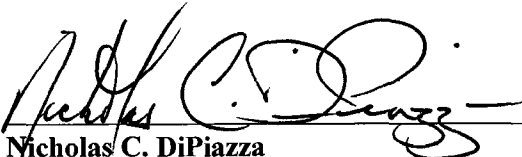


Name: Brenda S. Fischer
Title: City Manager

ATTEST:



City Clerk



Nicholas C. DiPiazza
City Attorney

"ESCROW AGENT":

BANK OF AMERICA, NATIONAL ASSOCIATION

Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above

"OWNERS":

COYOTES NEWCO, LLC

By: _____
Name: William Daly
Title: Manager

ARENA NEWCO, LLC

By: _____
Name: William Daly
Title: Manager

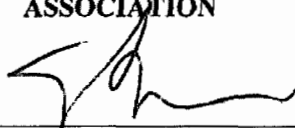
"CITY":

CITY OF GLENDALE

Name:
Title:

"ESCROW AGENT":

**BANK OF AMERICA, NATIONAL
ASSOCIATION**



Name: **ERIK R. BENSON**
Title: **Vice President**

2014 AUDIT ADDENDUM

The City of Glendale (the "City") and IceArizona Manager Co LP (the "Arena Manager") and IceArizona Hockey Co LP (the "Team Owner"), entered in to a Professional Management Services and Arena Lease Agreement, dated July 8, 2013 ("Agreement") and now enter into this Addendum solely for the City's audit of the Arena Manager and Team Owner's records for FY2013-14 ("2014 Audit").

Recitals

- A. The Agreement provides, among other things, that the City has "the right to conduct an independent audit of the management and operation of the Arena (or any part thereof) and the Account Records (or any part thereof) and the Team Owner Records (or any part thereof) by City Staff or by an independent certified public accounting firm selected by the City."
- B. The Agreement further sets forth in Section 24.15, regarding the confidentiality of proprietary information ("Confidentiality Provisions"), the following:
- 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.
- C. For the purpose of performing the audit on behalf of the City, the City has retained Anthony "Tony" Tavares ("Tavares"). The parties agree that he may participate in the 2014 Audit in accordance with this Addendum.

Addendum

The parties hereto addend the Agreement as follows:

1. Tavares may assist that City as a consultant for the purposes of the 2014 Audit
2. The City's agreement with Tavares shall expressly bind him to the Confidentiality Provisions (the "Binder"), recognize the Arena Manager and Team Owner as third party beneficiaries of the Binder, and the City acknowledges the Arena Manager and Team Owner's reliance on the Binder.

3. The City accepts responsibility for Tavares' adherence to these provisions and shall indemnify and hold harmless the Arena Manager and the Team Owner from any and all costs or damages resulting from Tavares' participation in the Audit.
4. The City shall bear all costs related to the retention of IntraLinks for purposes of the 2014 Audit, which the Arena Manager or Team Owner will, at its option, be reimbursed or be allow be to set off against amounts owed to the City.

IN AGREED AND ACKNOWLEDGEMENT of the above addendum to the Professional Management Services and Arena Lease Agreement, dated July 8, 2013:

City of Glendale

By: _____
Its: _____

Date: _____

IceArizona Hockey Co LP, by its general partner Coyotes Management GP, LLC

By: Anthony LeBlanc
Its: President & CEO

Date: 12/16/14

IceArizona Manager Co LP, by its general partner Coyotes Management GP, LLC

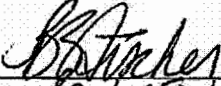
By: Anthony LeBlanc
Its: President & CEO

Date: 12/16/14

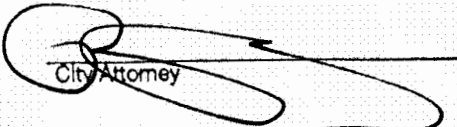
3. The City accepts responsibility for Tavares' adherence to these provisions and shall indemnify and hold harmless the Arena Manager and the Team Owner from any and all costs or damages resulting from Tavares' participation in the Audit.
4. The City shall bear all costs related to the retention of IntraLinks for purposes of the 2014 Audit, which the Arena Manager or Team Owner will, at its option, be reimbursed or be allow be to set off against amounts owed to the City.

IN AGREED AND ACKNOWLEDGEMENT of the above addendum to the Professional Management Services and Arena Lease Agreement, dated July 8, 2013:

City of Glendale


By: Brenda S. Fischer
Its: City Manager
Date: 12/16/14

Approved as to form


City Attorney

IceArizona Hockey Co LP, by its general partner Coyotes Management GP, LLC

IceArizona Manager Co LP, by its general partner Coyotes Management GP, LLC

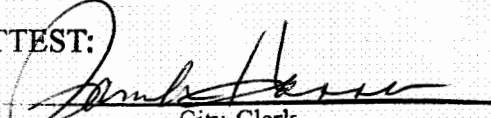
By: Anthony LeBlanc
Its: President & CEO

By: Anthony LeBlanc
Its: President & CEO

Date: _____

Date: _____

ATTEST:


City Clerk

**CITY CLERK
ORIGINAL**

**C-8541
07/25/2013**

**AMENDMENT NO. 10
TO THE
ESCROW AGREEMENT**

THIS AMENDMENT NO. 10 (the "Amendment"), dated as of July 25, 2013, to the Escrow Agreement (as amended, the "Agreement"), dated as of May 11, 2011 and as last amended as of January 30, 2013, by and among Coyotes Newco, LLC, a Delaware limited liability company ("Coyotes Newco"), and Arena Newco, LLC, a Delaware limited liability company ("Arena Newco" and, together with Coyotes Newco, the "Owners"), the City of Glendale, an Arizona municipal corporation (the "City"), and Bank of America, National Association, a national banking association duly organized and existing under the laws of the United States of America, having an office in Chicago, Illinois (the "Escrow Agent") is made by and among the Owners, the City and the Escrow Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, the Owners, the City and the Escrow Agent entered into the Agreement in connection with Amendment No. 1, dated as of May 11, 2011, to that certain 2010-2011 Arena Management and Operations Agreement (as last amended as of January 30, 2013, the "Glendale Agreement");

WHEREAS, concurrently herewith, the Owners and the City are entering into Amendment No. 11 to the Glendale Agreement to, among other things, change the date by which the City must deliver \$5,000,000 to the Escrow Agent from the day following the date of the last game played by the Team (including the playoffs) during the 2012-2013 NHL Season (the "Prior Funding Deadline") to 11:59 p.m., Mountain Time, on August 6, 2013 or as may otherwise be provided in a subsequent amendment to the Agreement;

WHEREAS, the Owners, the City and the Escrow Agent mutually desire to amend the Agreement to change the date by which the City must deliver \$5,000,000 to the Escrow Agent in order to conform to the amended Glendale Agreement; and

WHEREAS, the parties hereto wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

1. Third Recital. The parties hereto amend the third recital by deleting it in its entirety and replacing it as follows:

"WHEREAS, subject to the terms hereof and to the terms of the Glendale Agreement, the City shall deliver to the Escrow Agent an amount in cash equal to \$25,000,000, with such amount to be delivered as follows: (x) \$20,000,000 delivered to the Escrow Agent by the City on the date hereof, and (y) an additional amount in cash equal to \$5,000,000 to be delivered to the Escrow Agent by the City on the earlier of: (i) 11:59 p.m., Mountain Time, on August 6, 2013 and (ii) the day following the consummation of a sale of the Phoenix Coyotes (the "Team"), to be held, released and paid in accordance with the terms of this Escrow Agreement and the Glendale Agreement;"

2. Subsection (a) of Article I. The parties hereto amend Subsection (a) of Article I by replacing the words "the day following the End of the Team's Season" with the words "11:59 p.m.,

Mountain Time, on August 6, 2013", such that Subsection (a) of Article I, as so amended, reads in its entirety as follows:

"The City will deposit an aggregate of \$25,000,000. The \$25,000,000 will be deposited as follows: (x) on the date hereof, the City will deposit \$20,000,000 (the "*Initial Deposit*") with the Escrow Agent, and (y) the City shall deposit an additional sum of \$5,000,000 (the "*Subsequent Deposit*") with the Escrow Agent on the earlier of: (i) 11:59 p.m., Mountain Time, on August 6, 2013 and (ii) the day following the consummation of a sale of the Team. The Initial Deposit and the Subsequent Deposit, if any, together with any investment earnings thereon, shall hereinafter collectively be referred to as the "*Escrow Fund*." The Escrow Agent will notify the Owners and the City upon receipt of the Initial Deposit and the Subsequent Deposit. Escrow Agent shall have no duty to monitor or enforce either deposit."

3. Section 6.1. The parties hereto amend the first sentence of Section 6.1 by replacing the words "August 1, 2013" with the words "August 30, 2013," such that the first sentence of Section 6.1, as so amended, reads in its entirety as follows:

"This Agreement shall terminate on the earlier of (a) the termination date set forth in a properly executed and delivered Termination Notice (as defined below), (b) immediately following the valid disposition of the entirety of the Escrow Fund in accordance with the terms of this Agreement, and (c) August 30, 2013."

4. Section 6.2. The parties hereto amend Section 6.2 by replacing the words "August 1, 2013" with the words "August 30, 2013," such that Section 6.2, as so amended, reads in its entirety as follows:

"Notwithstanding any other provision in this Agreement, on August 30, 2013, the Escrow Agent shall distribute the then-current balance of the Escrow Fund to the City."

5. Interpretation. On and after the date hereof, each reference in the Agreement to "this Agreement", "herein", "hereof", "hereunder" or words of similar import shall mean and be a reference to the Agreement as amended and supplemented hereby.
6. Effectiveness. This Amendment is effective as of the day immediately prior to the Prior Funding Deadline.
7. No Other Amendments or Supplements to Agreement. Except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect.

8. Counterparts; Facsimile/pdf Signatures. This Amendment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Amendment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"OWNERS":

COYOTES NEWCO, LLC

By: _____

Name: William Daly

Title: Manager

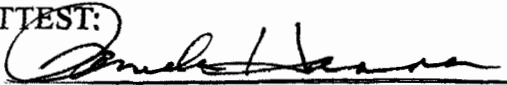
ARENA NEWCO, LLC

By: _____

Name: William Daly

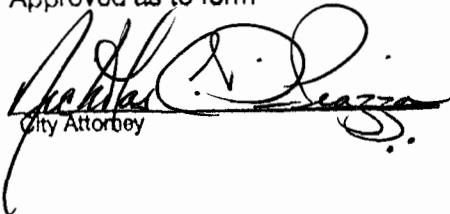
Title: Manager

ATTEST:



City Clerk

Approved as to form



City Attorney

"CITY":

CITY OF GLENDALE



Name: Brenda Fischer

Title: City manager

"ESCROW AGENT":

BANK OF AMERICA, NATIONAL ASSOCIATION

Name:

Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"OWNERS":

COYOTES NEWCO, LLC

By: W.D.
Name: William Daly
Title: Manager

ARENA NEWCO, LLC

By: W.D.
Name: William Daly
Title: Manager

"CITY":

CITY OF GLENDALE

Name:
Title:

"ESCROW AGENT":

**BANK OF AMERICA, NATIONAL
ASSOCIATION**

Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"OWNERS":

COYOTES NEWCO, LLC

By: _____

Name: William Daly

Title: Manager

ARENA NEWCO, LLC

By: _____

Name: William Daly

Title: Manager

"CITY":

CITY OF GLENDALE

Name:

Title:

"ESCROW AGENT":

**BANK OF AMERICA, NATIONAL
ASSOCIATION**


Name: CAROL CORRADINO-TILTON

Title: VICE PRESIDENT

CITY CLERK
ORIGINAL

C-8541-5
09/20/2013

AMENDMENT NO. 15
TO THE
ESCROW AGREEMENT

THIS AMENDMENT NO. 15 (the "Amendment"), dated as of September 20, 2013, to the Escrow Agreement (as amended, the "Agreement"), dated as of May 11, 2011 and as last amended as of September 11, 2013, by and among Coyotes Newco, LLC, a Delaware limited liability company ("Coyotes Newco"), and Arena Newco, LLC, a Delaware limited liability company ("Arena Newco" and, together with Coyotes Newco, the "Owners"), the City of Glendale, an Arizona municipal corporation (the "City"), and Bank of America, National Association, a national banking association duly organized and existing under the laws of the United States of America, having an office in Chicago, Illinois (the "Escrow Agent") is made by and among the National Hockey League, a joint venture organized as an unincorporated association not for profit (the "NHL"), the City and the Escrow Agent. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

RECITALS

WHEREAS, Coyotes Newco and the NHL entered into that certain Assignment Agreement Regarding Owners' Fee Rights (the "Assignment Agreement Regarding Owners' Fee Rights"), dated as of August 5, 2013, pursuant to which Coyotes Newco conveyed, assigned, transferred and delivered to the NHL all of Coyotes Newco's right, title and interest in, to and under Coyotes Newco's rights to be paid the Owners' Fee and all Coyotes Newco's related enforcement rights under the Agreement, and the NHL accepted such assignment;

WHEREAS, the Owners, the City and the Escrow Agent entered into the Agreement in connection with Amendment No. 1, dated as of May 11, 2011, to that certain 2010-2011 Arena Management and Operations Agreement (as last amended by the NHL, the City and the Escrow Agent as of September 11, 2013, the "Glendale Agreement");

WHEREAS, concurrently herewith, the NHL and the City are entering into an Agreement Regarding Extended Payment of Owners' Fee, dated as of September 20, 2013 (the "Extended Payment Agreement"), pursuant to which, among other things, the NHL has agreed to extend the time for payment of the Escrow Fund (including the Subsequent Deposit) such that the NHL will be paid in five (5) equal installments;

WHEREAS, the NHL, the City and the Escrow Agent mutually desire to amend the Agreement to change (i) the date by which the City must deliver the Subsequent Deposit to the Escrow Agent, (ii) the timing pursuant to which a Disbursement Request may be delivered to the Escrow Agent, (iii) the date on which the Agreement terminates and (iv) to whom interest earned on the Initial Deposit and the Subsequent Deposit shall be paid, in order to conform the Agreement to the amended Glendale Agreement and the Extended Payment Agreement; and

WHEREAS, the parties hereto wish to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and intending to be legally bound, the parties hereto hereby agree as follows:

1. Third Recital. The parties hereto amend the third recital by deleting it in its entirety and replacing it as follows:

"WHEREAS, subject to the terms hereof and to the terms of the Glendale Agreement and that certain Agreement Regarding Extended Payment of Owners' Fee, dated as of September 20, 2013 (the "Initial Payment Date"), by and between the NHL and the City (the "Extended Payment Agreement"), the City shall deliver to the Escrow Agent an amount in cash equal to \$25,000,000, with such amount to be delivered as follows: (x) \$20,000,000 delivered to the Escrow Agent by the City on the date hereof, and (y) an additional amount in cash equal to \$5,000,000 to be delivered to the Escrow Agent by the City not later than the third anniversary of the Initial Payment Date, to be held, released and paid in accordance with the terms of this Escrow Agreement and the Glendale Agreement;"

2. Subsection (a) of Article I. The parties hereto amend Subsection (a) of Article I by deleting it in its entirety and replacing it with the following:

"The City will deposit an aggregate of \$25,000,000. The \$25,000,000 will be deposited as follows: (x) on the date hereof, the City will deposit \$20,000,000 (the "Initial Deposit") with the Escrow Agent, and (y) the City shall deposit an additional sum of \$5,000,000 (the "Subsequent Deposit") with the Escrow Agent not later than 11:59 p.m., Mountain Time, on the third anniversary of the Initial Payment Date. The Initial Deposit and the Subsequent Deposit, together with any net investment earnings thereon, including but not limited to interest, dividends, distributions and gain ("Interest"), shall hereinafter collectively be referred to as the "Escrow Fund." The Escrow Agent will notify the NHL and the City upon receipt of the Subsequent Deposit. Escrow Agent shall have no duty to monitor or enforce either deposit. If the City fails to deposit any portion of the Subsequent Deposit on or prior to the third anniversary of the Initial Payment Date, in accordance with the provisions of the Extended Payment Agreement, the City shall pay the amount of the Subsequent Deposit directly to the NHL and shall not deposit the Subsequent Deposit into the Escrow Account. If for any reason the funds in the Escrow Account are not sufficient to pay all or any portion of a disbursement to be made to the NHL on a Payment Date pursuant to Article III, in accordance with the terms of the Extended Payment Agreement, the City shall pay any shortfall in such disbursement directly to the NHL and shall not deposit such amount in the Escrow Account."

3. Section 2.1. The parties hereto amend the second sentence of Section 2.1 by deleting it in its entirety and replacing it with the following:

"The investment may be changed by delivery to the Escrow Agent of a written request by the City including a revised and re-executed **Exhibit B**. The City shall deliver a copy of any such written request to the NHL concurrently with its delivery to the Escrow Agent."

4. Article III. The parties hereto amend the first two sentences of Article III by deleting them in their entirety and replacing them with the following:

"The Escrow Agent shall only disburse amounts held in the Escrow Account upon receipt of a written notice ("Disbursement Request") from the NHL two (2) Business Days prior to the requested disbursement date specifying (i) the

amount(s) to be disbursed, (ii) the date of disbursement(s), (iii) the recipient(s) of the disbursement(s), and (iv) the manner of disbursement(s) and delivery instructions. The NHL may make Disbursement Requests on or after each of September 20, 2013, September 20, 2014, September 20, 2015, September 20, 2016, and September 20, 2017 (each, a "*Payment Date*"), each of which Disbursement Requests shall instruct the Escrow Agent (a) to make a disbursement to the NHL in the amount of \$5,000,000 (each such \$5,000,000 disbursement, an "*NHL Draw*") and (b), to the extent there are sufficient funds in the Escrow Account, to make a disbursement to the City, to an account designated in writing by the City to the NHL at least two (2) Business Days prior to such Payment Date, equal to the amount of any Interest on the Escrow Fund through such Payment Date, to the extent not previously disbursed; provided, that Escrow Agent shall have no obligation to disburse Interest to the City if, as a result of such disbursement, the amount of the Escrow Fund remaining in the Escrow Account would be less than the amount necessary to satisfy in full the remaining NHL Draws (assuming timely payment by the City of the Subsequent Deposit)."

5. Section 6.1. The parties hereto amend the first sentence of Section 6.1 by replacing the words "October 7, 2013" with the words "October 30, 2017," such that the first sentence of Section 6.1, as so amended, reads in its entirety as follows:

"This Agreement shall terminate on the earlier of (a) the termination date set forth in a properly executed and delivered Termination Notice (as defined below), (b) immediately following the valid disposition of the entirety of the Escrow Fund in accordance with the terms of this Agreement, and (c) October 30, 2017."

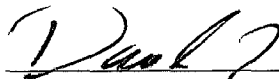
6. Section 6.2. The parties hereto amend Section 6.2 by deleting such section in its entirety and replacing it with the word "RESERVED".
7. Interpretation. On and after the date hereof, each reference in the Agreement to "this Agreement", "herein", "hereof", "hereunder" or words of similar import shall mean and be a reference to the Agreement as amended and supplemented hereby. All references to an "Owner" or the "Owners" in the Agreement shall be deemed to be references to the NHL, as the assignee of Coyotes Newco pursuant to the Assignment Agreement Regarding Owners' Fee Rights.
8. No Other Amendments or Supplements to Agreement. Except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect.
9. Counterparts; Facsimile/pdf Signatures. This Amendment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Amendment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Amendment.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"NHL":

NATIONAL HOCKEY LEAGUE

By: 
Name: *David Zimmerman*
Title: *Executive Vice President, Chief Legal Officer and General Counsel*

"CITY":

CITY OF GLENDALE

Name: Brenda S. Fischer
Title: City Manager

Approved as to form

City Attorney

ATTEST:

City Clerk

"ESCROW AGENT":

**BANK OF AMERICA, NATIONAL
ASSOCIATION**

Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

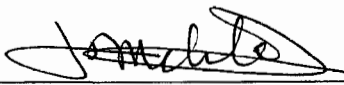
"NHL":

NATIONAL HOCKEY LEAGUE

By. _____
Name:
Title:

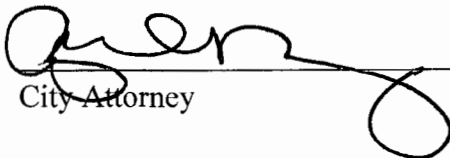
"CITY":

CITY OF GLENDALE

for: 

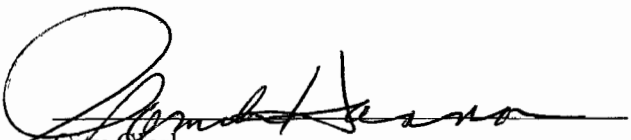
Name: Brenda S. Fischer
Title: City Manager

Approved as to form



City Attorney

ATTEST:



City Clerk

"ESCROW AGENT":

BANK OF AMERICA, NATIONAL
ASSOCIATION

Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed as of the date first written above.

"NHL":

NATIONAL HOCKEY LEAGUE

By: _____

Name:

Title:

"CITY":

CITY OF GLENDALE

Name: Brenda S. Fischer

Title: City Manager

Approved as to form

City Attorney

ATTEST:

City Clerk

"ESCROW AGENT":

**BANK OF AMERICA, NATIONAL
ASSOCIATION**



Name: CAROL CORRADINO-TILTON
Title: VICE PRESIDENT

**CITY CLERK
ORIGINAL**



**C-8532-1
11/06/2013**

November 6, 2013

Brenda Fischer
City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

Michael Bailey
City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

Re: Delegation of Certain Arena Manager Duties

Dear Ms. Fischer and Mr. Bailey:

Please accept this letter as notice to the City in accordance with § 24.7.1 of the Professional Management Services Agreement (the "PSMA") for the Arena. The purpose of this notice is to inform the City that IceArizona Manager Co LP ("Manager Co"), referred to as the "Arena Manager" in the PSMA, has delegated some of its management responsibilities to an Arena Sub-Manager, Global Spectrum, LP.

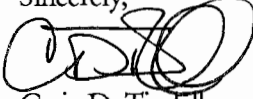
Delegation of Arena management responsibilities is provided for under § 4.2.3 of the PSMA. The PSMA sets forth certain criteria for such a delegation in § 4.2.4 of the PSMA. Manager Co's delegation to Global Spectrum meets the requirements. Additionally, Global Spectrum qualifies under the applicable requirements of that same section of the PSMA.

In light of the above, Manager Co requests that the City approve of its delegation of certain Arena management responsibilities to Global Spectrum. By way of background, prior to approving the PSMA the City Council discussed Global Spectrum's involvement with the Arena. As a result, we would not anticipate any delay in the approval of this arrangement as requested by § 4.2.4(c) of the PSMA.

To assist with this approval of this arrangement, we will make a copy of the Management Services Subcontract between Manager Co and Global Spectrum, LP available for review at your convenience. An electronic copy of the agreement also can be forwarded to you, but because this agreement contains confidential propriety information, we would ask that the City agree to protect the information from public disclosure.



We are pleased that this arrangement could come to fruition as was anticipated by the City Council. We look forward to a successful relationship with Global Spectrum. Of course, if you have any questions about this arrangement, please call me at any time.

Sincerely,

Craig D. Tindall
General Counsel

CITY CLERK
ORIGINAL



C-8555-1
01/10/2014

January 10, 2014

Brenda Fischer, City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

Michael Bailey, City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

Re: Instructions for Payment Deposits

Brenda and Michael:

The enclosed notice is sent consistent with § 24.7.1 of the Professional Management Services Agreement and provides instructions pursuant to § 15 of the Consent, Nondisturbance and Attornment, and Estoppel Agreement. These instructions amend the current instructions regarding deposits of the City's payments under the Professional Management Services Agreement.

If you have any questions, please feel free to call at any time.

Sincerely,

Craig D. Tindall
General Counsel

Cc: Bobby Jarrett, Fortress
Ata Dinlenc, Dentons US



FORTRESS

1345 AVE OF THE AMERICAS
46TH FLOOR
NEW YORK, NY 10105

January 9, 2014

City of Glendale
5850 West Glendale Avenue
Glendale, AZ 85301
Attention: Brenda Fischer, City Manager

Re: Consent, Subordination, Nondisturbance and Attornment, and Estoppel Agreement, dated as of August 5, 2013, among the City of Glendale, IceArizona Hockey Co LP (f/k/a Coyotes Newco, LLC) ("Hockey Co"), IceArizona Manager Co LP (f/k/a Arena Newco, LLC) ("Manager Co"), and Fortress Credit Co LLC (the "Administrative Agent") (the "Arena Consent").

Dear Ms. Fischer

Pursuant to Section 15 of the Arena Consent, the undersigned Administrative Agent hereby instructs the City of Glendale to henceforth deposit all payments to be made by the City of Glendale under the Professional Management Services and Arena Lease Agreement, dated as of July 8, 2013, among Manager Co, Hockey Co and the City of Glendale, into Manager Co's deposit account set forth below:

Account Bank Name: Wells Fargo Bank, N.A.
ABA Routing No.: [REDACTED]
Account No.: [REDACTED]
Account Name: Corporate Trust Wire Clearing
FFC: Arena Management Fee Collection Account [REDACTED]
Attn: Alexander Pabon (tel: 917-260-1548; email: alexander.pabon@wellsfargo.com)

Very truly yours,

FORTRESS CREDIT CO LLC

By: _____
Name: **CONSTANTINE M. DAKOLIAS**
Title: **PRESIDENT**

CC: Michael Bailey, City Attorney, 5850 West Glendale Avenue, Glendale, AZ 85301

ACKNOWLEDGED:

IceArizona Manager Co LP
By: Coyotes Management GP, LLC, its general partner

IceArizona Hockey Co LP
By: Coyotes Management GP, LLC, its general partner

By: [Signature]
Name: Avik Dey
Title: CFO

By: [Signature]
Name: Avik Dey
Title: CFO

CITY CLERK ORIGINAL

C-8448-2
08/30/2013

AMENDMENT NUMBER TWO

TO AGREEMENT REGARDING 2013 WESTGATE PARKING AND LITIGATION STANDSTILL

This AMENDMENT NUMBER TWO TO AGREEMENT REGARDING 2013 WESTGATE PARKING AND LITIGATION STANDSTILL (this "Amendment") is entered into effective as of August 30, 2013 (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, the Cardinals, and the City (collectively, the "Parties," and individually, "Party") are parties to an Agreement Regarding 2013 Westgate Parking and Litigation Standstill effective as of February 15, 2013, as amended by an Amendment Number One to Agreement Regarding 2013 Westgate Parking and Litigation Standstill effective as of June 30, 2013 (as so amended, the "Standstill Agreement"),

WHEREAS, the Parties have entered into a Tolling Agreement effective as of July 10, 2012, as amended by a First Amendment to Tolling Agreement effective as of September 4, 2012, and as further amended by the Standstill Agreement (as so amended, the "Tolling Agreement"), and

WHEREAS, the Parties desire to further amend the Standstill Agreement and to further amend the Tolling Agreement, in each case 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 as follows:

1. The reference in Section 2 of the Standstill Agreement to "August 30, 2013" is hereby deleted and replaced with "January 31, 2014 "

2. The reference in Section 3 of the Standstill Agreement to "August 30, 2013" is hereby deleted and replaced with "January 31, 2014 "

3. The Standstill Agreement, as further amended hereby, and the Tolling Agreement, as further amended hereby, are hereby ratified, confirmed, and approved and remain in full force and effect

4. This Amendment 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have signed this AMENDMENT NUMBER TWO TO AGREEMENT REGARDING 2013 WESTGATE PARKING AND LITIGATION STANDSTILL to be effective as of the Effective Date.

CITY:

CITY OF GLENDALE, a municipal corporation

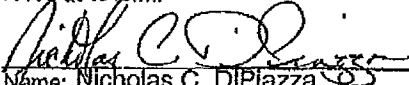
By: 
Name: Brenda S. Fischer
Title: City Manager

AZSTA:

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

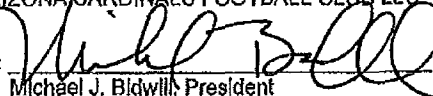
By: 
Tom Sadler, President and CEO

Approved as to form:

By: 
Name: Nicholas C. DiPiazza
Title: Acting City Attorney

THE CARDINALS:

ARIZONA CARDINALS FOOTBALL CLUB LLC

By: 
Michael J. Bidwill, President

Attestation:


Pam Hanna, City Clerk

**AMENDMENT NO. 8 TO THE
CITY OF GLENDALE PROPERTY USE AGREEMENT**

This Amendment No. 8 to the City of Glendale – Fiesta Bowl Agreement (“Amendment No. 8”) is entered into and effective as of the date of the last signature affixed below, and modifies the terms and conditions of the City of Glendale—Fiesta Bowl Agreement, filed with the City Clerk on July 1, 2006 as document No. C-5945 (“Agreement”).

RECITALS

- A. The terms of the Agreement have previously been modified by Amendment No. 1, filed with the City Clerk on October 1, 2007 as document No. C-5945-1; Amendment No. 2, filed with the City Clerk on December 17, 2008 as document No. C-5945-2; Amendment No. 3, filed with the City Clerk on December 9, 2009 as document No. C-5945-3; Amendment No. 4, filed with the City Clerk on December 28, 2010 as document No. C-5945-4; Amendment No. 5, filed with the City Clerk on December 21, 2011 as document No. C-5945-5; Amendment No. 6, filed with the City Clerk on December 7, 2012 as document No. C-5945-6; and Amendment No. 7, filed with the City Clerk on November 21, 2013 as document No. C-5945-7 (collectively, the “Previous Amendments”).
- B. Fiesta Events has indicated to the City that of the five calendar days it is permitted by C-5945 to use the Youth Sports Fields, the Expo Center, or the multi-level Parking Structure for the 2014/2015 Fiesta Bowl, it will only use one day of the Youth Sports Fields on February 21, 2015; and
- D. The parties now desire to amend the Agreement with this Amendment No. 8 for the purpose of conducting the Fiesta Bowl in December 2014 and January 2015 (the “2014/2015 Fiesta Bowl Events season”) Terms not otherwise defined herein shall have the meaning set forth in the Agreement.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Agreement.
- 2. **Amendment.** The Agreement is amended in accordance with this Section and, except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect. All Previous Amendments are hereby voided and have no further effect.
 - 2.1 The following sections of the Agreement are not applicable to the 2014/2015 Fiesta Bowl Events season:
 - 3. Times and Manner of Use of Youth Sports Fields.
 - 6. Exclusive Use of Expo Center.
 - 7. Time and Manner of Use. (related to the use of the Expo Center)
 - 8. Term. (related to the use of the Expo Center)
 - 9. Expo Center Use Fees.

2.2 Section 2, Exclusive Use of the Youth Sports Fields of the Agreement is deleted and replaced with the following provision:

2. Use of the Youth Sports Fields. The Fiesta Bowl shall have exclusive right to use the Youth Sports Fields at no charge from 12:01 a.m. through midnight on February 21, 2015 for the purposes of parking, access to facility bathrooms, access to the facility scoreboard, access to lighting if needed, concession sales, set-up, to conduct a free Fiesta Bowl Youth Football Clinic at the Youth Sports Fields. The Fiesta Bowl will be responsible for all take down and clean-up of the facility.

2.3 Section 10, Other Conditions for Use of the Event Facilities is amended to add the following:

F. In exchange for a mutually agreed upon social media promotion campaign executed by the City, Fiesta Events will provide the City with two pairs of Fiesta Bowl Game Tickets. The "agreed upon social media promotion campaign" shall be defined as a minimum of five (5) Tweets/Facebook posts to promote Fiesta Bowl ticket sales; "Tagging" the Fiesta Bowl; "Linking" to the "@Fiesta Bowl" site. The Fiesta Bowl will support with two (2) dedicated tweets.

2.4 Section 12, Exclusive Use of Street Light Posts is deleted in its entirety and replaced by the following:

12. Use of City Advertisement Facilities.

- A. The City will allow Fiesta Events to use the Street Light Posts shown on Exhibit C for the purpose of installing Fiesta Bowl related banners in accordance with this Agreement.
- B. The City will provide for the placement of a two Fiesta Bowl related advertisement "in daily rotation" on the two electronic billboards at Glendale Avenue and the Loop 101 from December 5 2014 – December 31, 2014.

2.5 Section 15, Street Light Post User Fees is deleted in its entirety and replaced by the following:

15. Street Light Post User Fees. Fiesta Events will compensate the City for use of the Street Light Posts and the billboard advertising by providing to the City, at no cost to the City:
- A. A full-page advertisement in the Fiesta Bowl entertainment guide;
 - B. A full-page advertisement in the Fiesta Bowl game program; and

- C. A 968 x 60 pixels "banner advertisement" on the Fiesta Bowl.org website, which will be prominently displayed and rotated on the home page and throughout the site.

2.6 Section 24, Miscellaneous is amended by adding the following provisions:

- D. Fiesta Events will pay to the City the costs incurred by the City for inspections and granting of permits, including the assessed fees required for any activities conducted under this Agreement unless specifically stated otherwise herein.

E. Immigration Law Compliance.

- (1) Fiesta Events, for itself and on behalf of any allowable subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- (i) Any breach of warranty of this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

- (ii) The City retains the legal right to inspect the papers of any Fiesta Events or subcontractor employee who performs work under this Agreement to ensure that the Fiesta Events or any subcontractor is compliant with the warranty under this Section.

- (iii) The City may conduct random inspections, and upon request of the City, Fiesta Events must provide copies of papers and records of Fiesta Events demonstrating continued compliance with the warranty under this Section.

- (iv) Fiesta Events agrees to keep papers and records available for inspection by the City during normal business hours.

- (v) Fiesta Events must cooperate with the City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section.

- (vi) Fiesta Events must incorporate into any subcontract agreements that are allowable under this Agreement, if any, the same obligations imposed upon Fiesta Events and expressly accrue those obligations directly to the benefit of the City.
- (vii) Fiesta Events must require any allowable subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- (viii) Fiesta Events' warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement.


- (2) The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

- 3. **Interpretation.** On and after the date hereof, each reference in the Agreement to "this Agreement," "herein," "hereof," "hereunder" or words of similar import mean and are a reference to the Agreement as amended and supplemented hereby.
- 4. **Counterparts.** This Amendment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Amendment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Amendment.

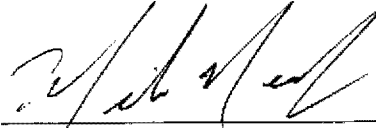
IN WITNESS WHEREOF, the parties enter into and make effective this Amendment No. 8 as of the date of the last signature affixed below.

CITY OF GLENDALE

FIESTA EVENTS, INC.




Brenda S. Fischer, 1/5/15
City Manager Date



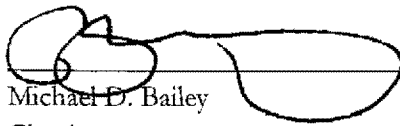
Mike Nealy, 12/20/14
Executive Director Date

ATTEST:



Pam Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

AMENDMENT NO. 7 TO THE
CITY OF GLENDALE PROPERTY USE AGREEMENT

This Amendment No. 7 to the City of Glendale – Fiesta Bowl Agreement (“Amendment No. 7”) is entered into and effective as of the date of the last signature affixed below, and modifies the terms and conditions of the City of Glendale—Fiesta Bowl Agreement, filed with the City Clerk on July 1, 2006 as document No. C-5945 (“Agreement”).

RECITALS

- A. The terms of the Agreement have previously been modified by Amendment No. 1, filed with the City Clerk on October 1, 2007 as document No. C-5945-1; Amendment No. 2, filed with the City Clerk on December 17, 2008 as document No. C-5945-2; Amendment No. 3, filed with the City Clerk on December 9, 2009 as document No. C-5945-3; Amendment No. 4, filed with the City Clerk on December 28, 2010 as document No. C-5945-4; Amendment No. 5, filed with the City Clerk on December 21, 2011 as document No. C-5945-5; and Amendment No. 6, filed with the City Clerk on December 7, 2012 as document No. C-5945-6 (collectively, the “Previous Amendments”).
- B. Fiesta Events has indicated to the City that contrary to previous years it desires not to use the Youth Sports Fields, the Expo Center, or the multi-level Parking Structure for the 2013/2014 Fiesta Bowl except as otherwise provided herein; and
- D. The parties now desire to amend the Agreement with this Amendment No. 7 for the purpose of conducting the Fiesta Bowl in December 2013 and January 2014 (the “2013/2014 Fiesta Bowl Events season”) Terms not otherwise defined herein shall have the meaning set forth in the Agreement.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Agreement.
- 2. **Amendment.** The Agreement is amended in accordance with this Section and, except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect. All Previous Amendments are hereby voided and have no further effect.
 - 2.1 The following sections of the Agreement are not applicable to the 2013/2014 Fiesta Bowl Events season:
 - 3. Times and Manner of Use of Youth Sports Fields.
 - 6. Exclusive Use of Expo Center.
 - 7. Time and Manner of Use. (related to the use of the Expo Center)
 - 8. Term. (related to the use of the Expo Center)
 - 9. Expo Center Use Fees.
 - 2.2 Section 2, Exclusive Use of the Youth Sports Fields of the Agreement is deleted and replaced with the following provision:

2. Use of the Youth Sports Fields. The Youth Sports Fields will be made available for parking operations in accordance with the City's agreements with the Arizona Sports and Tourism Authority.
- 2.3 Section 10, Other Conditions for Use of the Event Facilities is amended to add the following:
- F. In exchange for a mutually agreed upon social media promotion campaign executed by the City, Fiesta Events will provide the City with two pairs of Fiesta Bowl Game Tickets.
- 2.4 Section 12, Exclusive Use of Street Light Posts is deleted in its entirety and replaced by the following:
12. Use of City Advertisement Facilities.
- A. The City will allow Fiesta Events to use the Street Light Posts shown on Exhibit C for the purpose of installing Fiesta Bowl related banners in accordance with this Agreement.
- B. The City will provide for the placement of a Fiesta Bowl related advertisement "in rotation" on the two electronic billboards at Glendale Avenue and the Loop 101.
- 2.5 Section 15, Street Light Post User Fees is deleted in its entirety and replaced by the following:
15. Street Light Post User Fees. Fiesta Events will compensate the City for use of the Street Light Posts and the billboard advertising by providing to the City, at no cost to the City:
- A. A full-page advertisement in the Fiesta Bowl entertainment guide,
- B. A full-page advertisement in the Fiesta Bowl game program; and
- C. A 968 x 60 pixels "banner advertisement" on the Fiesta Bowl.org website, which will be prominently displayed and rotated on the home page and throughout the site.
- 2.6 Section 24, Miscellaneous is amended by adding the following provisions:
- D. Fiesta Events will pay to the City the costs incurred by the City for inspections and granting of permits, including the assessed fees required for any activities conducted under this Agreement unless specifically stated otherwise herein.
- E. Immigration Law Compliance.
- (1) Fiesta Events, for itself and on behalf of any allowable subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations

that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- (i) Any breach of warranty of this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- (ii) The City retains the legal right to inspect the papers of any Fiesta Events or subcontractor employee who performs work under this Agreement to ensure that the Fiesta Events or any subcontractor is compliant with the warranty under this Section.
- (iii) The City may conduct random inspections, and upon request of the City, Fiesta Events must provide copies of papers and records of Fiesta Events demonstrating continued compliance with the warranty under this Section.
- (iv) Fiesta Events agrees to keep papers and records available for inspection by the City during normal business hours.
- (v) Fiesta Events must cooperate with the City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section.
- (vi) Fiesta Events must incorporate into any subcontract agreements that are allowable under this Agreement, if any, the same obligations imposed upon Fiesta Events and expressly accrue those obligations directly to the benefit of the City.
- (vii) Fiesta Events must require any allowable subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

(viii) Fiesta Events' warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement

(2) The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

3. **Interpretation.** On and after the date hereof, each reference in the Agreement to "this Agreement," "herein," "hereof," "hereunder" or words of similar import mean and are a reference to the Agreement as amended and supplemented hereby.
4. **Counterparts.** This Amendment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Amendment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Amendment.

IN WITNESS WHEREOF, the parties enter into and make effective this Amendment No. 7 as of the date of the last signature affixed below.

CITY OF GLENDALE


FIESTA EVENTS, INC.



Brenda S. Fischer,
City Manager

11/18/13

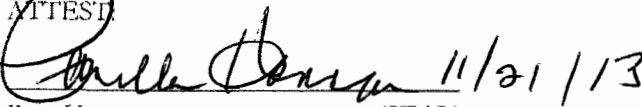
Date



Dr. Robert Shelton,
Executive Director

Date

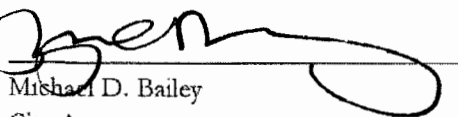
ATTEST



Pam Hanna
City Clerk

(SEAL)

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney

**CITY CLERK
ORIGINAL**

**C-8672
10/22/2013**

AGREEMENT FOR SERVICES

This Agreement for Services ("Agreement") is made and entered into this 22 day of October, 2013, between the City of Glendale, an Arizona municipal corporation ("Glendale"), and Global Spectrum, L.P. a Delaware Limited Partnership authorized to do business in Arizona as agent for the Arizona Sports and Tourism Authority ("Global Spectrum").

RECITALS:

1. The parties previously entered into an Agreement for Services, dated November 9, 2009. The parties now desire to replace, in its entirety, the 2009 Agreement with this Agreement.
2. The University of Phoenix Stadium property consists of the properties managed by Global Spectrum (the "Stadium").
3. Global Spectrum requires Emergency Medical Services during certain scheduled events at the Stadium including, but not limited to, all NFL games.
4. The Glendale Fire Department has experience in providing firefighters, EMTs, paramedics, and other medical personnel for such events.

AGREEMENT:

1. SCOPE OF CITY SERVICES

A. Glendale will provide fire personnel for services associated with events as follows:

1. Emergency Medical Services ("EMS")
2. Ambulance Services
3. Other mutually agreed upon services

(All such services are collectively referred to as "Special Duty Work")

B. The Glendale Fire Department agrees to provide personnel to satisfy Global Spectrum's needs for Special Duty Work under this Agreement, and such provision of services will be according to the following criteria:

1. The Glendale Fire Department, (hereinafter referred to as "GFD"), shall be responsible for the administration of the Special Duty Work by GFD employees or its subcontractors on behalf of Glendale.
2. For the purposes of this contract, Special Duty Work for all events for which the estimated attendance is 1,000 persons or greater will consist of a minimum of four (4) hours duration. The staffing levels for these events will be determined by the Global Spectrum Director of Security and Services or his designee, upon consultation with GFD and will be issued a minimum of one (1) week prior to such event. Staffing additions or subtractions should be submitted within twenty-four (24) hours prior to the day of the Special Duty Work by the Global Spectrum Director of Security and Services or his designee.
3. All other Special Duty Work for events for which the estimated attendance is less than 999 persons will consist of a minimum of two (2) hours duration. Staffing levels for these events will be determined by the Global Spectrum Director of Security and Services upon

consultation with GFD and will be issued a minimum of one (1) week prior to the event. Staffing additions or subtractions should be submitted within twenty-four (24) hours prior to the special duty assignment by the Global Spectrum Director of Security and Services or his designee.

4. When GFD receives a request for Special Duty Work from Global Spectrum, it shall be assigned as follows:
 - a. GFD shall be responsible for the scheduling of the Special Duty Work.
 - b. GFD shall be responsible for the training of Special Duty Work employees to the standards set forth by Global Spectrum's Guest Service Program. Global Spectrum and GFD shall be responsible for the training program, the length and content of the training program, and the number of special duty Firefighters/EMTs/Paramedics/other medical personnel that will attend. Global Spectrum will bear the cost of the training. Special Duty Work employees will be expected to perform their duties to the highest level of guest services in order to best serve the guests and clients of the Stadium.
 - c. GFD shall honor any Global Spectrum request that a particular employee or employees not be assigned Special Duty Work. Global Spectrum retains the right to assign specific GFD staff to work specific positions. Global Spectrum, after consultation with GFD, also reserves the right to deny specific GFD staff work specific positions, in its sole and absolute discretion.
 - d. GFD shall ensure each employee performing Special Duty Work under this contract has radio communication capability.
 - e. All persons undertaking Special Duty Work shall remain employees of Glendale or its subcontractor while performing such Special Duty Work under this contract.
 - f. Special Duty Work details shall consist of, but are not limited to, staffing first-aid rooms with emergency medical technicians or other trained staff, response teams, ambulance transportation, etc. Global Spectrum shall determine the appropriate level of supervisory presence in consultation with GFD
 - g. Special Duty Work employees shall be expected to perform their assigned work and abide by the policies and procedures set forth by Global Spectrum in the facility employee handbook. Such insubordinate actions include, but are not limited to, smoking or eating in public sight, use of profane, vulgar or abusive language, acting in a threatening or demeaning fashion without cause, etc. Non-compliance to such rules will be reported to the GFD event commander who will take action.
- C. The event detail shall consist of GFD personnel and any additional personnel required as provided through GFD contractors, who will be considered subcontractors of GFD and solely through GFD. Such personnel shall represent ambulance, nurses or other allied medical professionals. Global Spectrum agrees to GFD being the lead agency in all medical personnel staffing and scheduling assignments necessary to fulfill the requirements of sections I.A. and I.B.
- D. GFD or its subcontractors will supply the necessary capital equipment to fulfill EMS services requested by Global Spectrum. Any and all such equipment (first-aid room beds, heart monitors, first-aid lockers, etc.) shall remain the property of GFD and/or its subcontractors. Any amendments to this section must be agreed upon in writing by GFD and Global Spectrum.

2. COMPENSATION

- A. Global Spectrum shall pay GFD for work performed under this agreement after the effective date as set forth below. The payment shall be full compensation for work performed, for services rendered and for all labor and incidentals necessary to perform the work and services.
- B. Compensation shall be for the actual hours Special Duty Work services are provided at the applicable hourly rate of \$40.00.

3. BILLING AND PAYMENT PROCEDURE

- A. Global Spectrum agrees to compensate the City within fifteen (15) days after receiving an itemized billing of the Special Duty Work services provided.
- B. From time to time, Global Spectrum may require a bill for Special Duty Work at the time of service to settle with a Global Spectrum client. Global Spectrum shall provide 24 hours prior notice when such special billing is required. Such bills will be presented to the Director of Security and Services prior to the end of the event.

4. EFFECTIVE DATE, TERM, AND TERMINATION

This Agreement shall be effective as of the execution date, or upon agreement by all interested parties, or unless otherwise provided herein, and shall remain in full force and effect until June 30, 2014 or as may be extended beyond June 30, 2014 as the parties may mutually agree.

5. EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION

- A. Glendale and Global Spectrum, by mutual written agreement, may terminate this Agreement at any time.
- B. Either Global Spectrum or Glendale may terminate this Agreement for any reason, in that Party's sole discretion, upon 30 days notice of termination, in writing, to the other party.
- C. In the event of termination under Subsections 5(A) or 5(B), EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION, hereof, Global Spectrum shall pay Glendale for Special Duty Work performed in accordance with the agreement prior to the termination date.

6. REMEDIES

The remedies provided to Global Spectrum and to Glendale under Section 5, EARLY TERMINATION AND PAYMENT ON EARLY TERMINATION, shall not be exclusive. Global Spectrum and Glendale also shall be entitled to any other remedies available at law or in equity.

7. COMPLIANCE WITH LAWS

In connection with its activities under this Agreement, Glendale and Global Spectrum shall comply with all applicable federal, state, and local laws and regulations.

8. ARIZONA LAW AND FORUM

- A This Agreement shall be construed according to the law of the State of Arizona.
- B. Any litigation between Global Spectrum and Glendale arising under this Agreement, or out of work performed under this Agreement, shall occur in the state courts, in the Maricopa County Court having jurisdiction thereof, and if in the federal courts, in the United States Court for the District of Arizona.

9. INDEMNIFICATION

Subject to the application provisions of Arizona law, each party shall indemnify, defend and hold harmless the other party from and against all liability, loss and costs arising out of, or resulting from, the acts or omissions of the indemnifying party and its officers, employees, contractors, subcontractors and agents.

10. WORKERS COMPENSATION INSURANCE

Glendale carries workers' compensation insurance coverage for all of its workers and employees and liability coverage as a self-insured employer, as provided by Arizona Revised Statutes. Glendale agrees to maintain workers' compensation insurance coverage for the duration of this Agreement.

11. ASSIGNMENT

Except for the subcontract rights granted to Glendale for ambulance and medical services as provided herein, neither Glendale nor Global Spectrum shall assign this Agreement, in whole or in part, or any right or obligation hereunder, without the prior written approval of the other party.

12. INDEPENDENT CONTRACTOR STATUS

- A. Glendale, through GFD, is engaged as an independent contractor and will be responsible for any federal, state, and local taxes and fees applicable to payments hereunder.
- B. Glendale, its subcontractors, and its employees are not employees of Global Spectrum and are not eligible for any benefits through Global Spectrum, including without limitation, federal social security, health benefits, workers' compensation, and retirement benefits.

13. COMMENCEMENT OF WORK

Glendale agrees that work being done pursuant to this contract will not be commenced until after:

- A. This Agreement is fully executed by the parties and approved as to form by the Glendale City Attorney's Office
- B. The effective dates of this Agreement, as specified in Section 4, EFFECTIVE DATE, TERM, AND TERMINATION

14. NOTICE

Any notice provided for under this Agreement shall be sufficient if in writing and delivered personally to the following addressee or deposited in the United States Mail, postage pre-paid, certified mail, return receipt requested, addressed as follows, or to such other address as the receiving party hereafter shall specify in writing:

If to City of Glendale. City of Glendale
 City Manager
 5850 West Glendale Avenue
 Glendale, Arizona 85301

If to Global Spectrum. Global Spectrum
 Attn: Peter C. Sullivan, G.M.
 1 Cardinals Drive
 Glendale, Arizona 85305

15. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, this Agreement, nevertheless, shall remain in full force and effect and the provision shall be stricken.

16. INTEGRATION

This Agreement contains the entire agreement between Global Spectrum and Glendale and supersedes all prior written or oral discussions or agreements.

17. DISPUTE RESOLUTION

In the event of any dispute, disagreement or claim between Glendale and Global Spectrum arising out of, or in connection with, this Agreement, the parties agree to attempt to resolve and settle such dispute, disagreement or claim for sixty (60) days after notification in writing by either party prior to the filing and serving of any lawsuit. This provision shall be enforceable through the equitable remedy of specific performance.

18. AUDIT OF PAYMENTS

- A Global Spectrum and Glendale, either directly or through a designated representative, may audit the records of the other party concerning matters related to this contract at any time during the three (3) year period established by Section 21, MAINTENANCE OF RECORDS.
- B. If an audit discloses that payments under Section 2, COMPENSATION, and Section 3, BILLING AND PAYMENT PROCEDURE, were either less than or in excess of the amount to which the city of Glendale was entitled, accounts shall be adjusted.

19. LIABILITY INSURANCE

Glendale is self-insured and maintains a risk-management trust fund for the payment of defense, losses, anticipated losses and insurance premiums related to the losses for personal injury or property damage.

20. AMENDMENTS

- A. This Agreement may not be amended or modified except by written agreement approved and executed by Global Spectrum Glendale.
- B. Any change in the scope of GFD services, as defined above in Section 1 of this Agreement shall be deemed an amendment

21. MAINTENANCE OF RECORDS

Glendale shall maintain records on a current basis to support its billings to Global Spectrum. Global Spectrum, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of Glendale regarding its billings of its work hereunder. Glendale shall retain these records for inspection, audit, and copying for three (3) years from the date of completion or termination of this Agreement. Global Spectrum shall maintain records on a current basis to support its payments to Glendale. Glendale, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice and from time to time any records of Global Spectrum regarding its payments or work hereunder. Global Spectrum shall retain these records for inspection, audit, and copying for three (3) years from the date of completion or termination of this Agreement.

22. BREACH OF AGREEMENT

- A. Global Spectrum or Glendale shall have breached this Agreement, if it fails to perform any substantial obligation under the Agreement, except as provided in Subsection B. of this section.
- B. Neither Global Spectrum nor Glendale shall have breached this Agreement by reason of any failure to perform a substantial obligation under the Agreement, if the failure arises out of causes beyond its control and without its fault or negligence. Such causes may include, without limitation, any force majeure, including acts of God or the public enemy, acts of the federal or state, governments or any agency or department thereof, fires, floods, epidemics, volcanic eruptions, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. Should either Global Spectrum or Glendale fail to perform because of a cause described in this subsection, Global Spectrum and Glendale shall make a mutually acceptable revision in the scope of services, schedule, or compensation.

23. NON-WAIVER

Global Spectrum and Glendale shall not be deemed to have waived any breach of this Agreement by the other party, except by an express waiver in writing. An express written waiver as to one breach shall not be deemed a waiver of any other breach not expressly identified, even though the other breach is of the same nature as that waived.

24. GFD/CITY RELATIONSHIP

Any reference in this Agreement to the rights or obligations of GFD will mean the rights or obligations of Glendale, acting by and through the GFD.

25. IMMIGRATION COMPLIANCE

- A. Global Spectrum, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale ("City") retains the legal right to inspect the papers of Global Spectrum or subcontractor employee who performs work under this Agreement to ensure that Global Spectrum or any subcontractor is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Global Spectrum shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Global Spectrum agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Global Spectrum agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Global Spectrum also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Global Spectrum's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

26. ORIGINAL AGREEMENT

The 2009 Agreement is hereby replaced, in its entirety, with this Agreement.

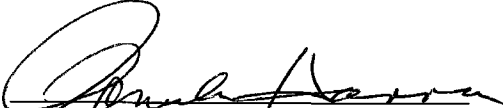
(Signatures on the following page)

CITY OF GLENDALE, an Arizona
municipal corporation

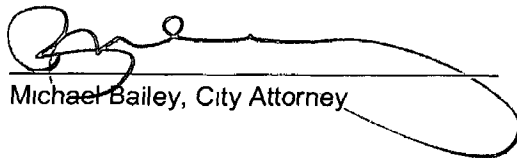


Brenda S. Fischer

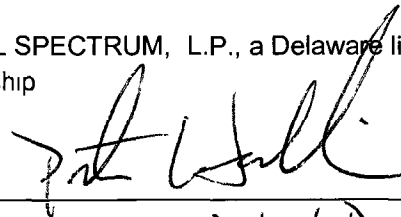
ATTEST:


Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael Bailey, City Attorney

GLOBAL SPECTRUM, L.P., a Delaware limited
Partnership



By: GM + Regional V.P.

Its: Pete C Sullivan

**CITY CLERK
ORIGINAL**

Execution Version

**\$39,490,000
CITY OF GLENDALE, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015**

BOND PURCHASE AGREEMENT

February 3, 2015

Mayor and City Council
City of Glendale, Arizona
5850 West Glendale Avenue
Glendale, Arizona 85301

Upon the terms and conditions hereof and in reliance on the representations, warranties, agreements and covenants contained herein and in any certificates or other documents delivered pursuant hereto, the undersigned, on behalf of Piper Jaffray & Co. (hereinafter called the "Representative"), acting for itself and on behalf of Wells Fargo Bank, National Association (and together with the Representative, the "Underwriters"), hereby offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the City of Glendale, Arizona (the "City"), which, upon the acceptance of this offer by the City, shall be binding upon the City and the Underwriters. This offer is made subject to the written acceptance of this Bond Purchase Agreement by the City on or before 11:59 P.M., Arizona time, on the date indicated hereinabove, and, if not so accepted, shall be subject to withdrawal by the Representative upon notice delivered to the City at any time after such time and prior to the acceptance of this Purchase Agreement by the City. Inasmuch as this purchase and sale represents a negotiated transaction, it is agreed that: (i) the transaction contemplated by this Purchase Agreement is an arm's length, commercial transaction between the City and the Underwriters in which the Underwriters are acting solely as a principal and are not acting as a municipal advisor (as defined in the Section 15B of the Securities Exchange Act of 1934 (the "Exchange Act")), financial advisor or fiduciary to the City; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or is currently providing other services to the City on other matters); (iii) the Underwriters are acting solely in their capacity as underwriters for their own accounts and not as an agent or fiduciary to the City, (iv) the only obligations the Underwriters have to the City with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement; (v) the Underwriters have financial and other interests that differ from those of the City; and (vi) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Representative represents it has been duly authorized to execute this Purchase Agreement for and on behalf of each Underwriter and to act upon behalf of each Underwriter pursuant to this Purchase Agreement.

1. (a) The Underwriters shall purchase from the City, and the City shall sell to the Underwriters, all of the \$39,490,000 combined aggregate principal amount of the City of Glendale, Arizona General Obligation Refunding Bonds, Series 2015 (the "Bonds"). The Bonds shall be as described in, and shall be issued and secured under the provisions of Ordinance No. 2019 New Series adopted by the Mayor and Council of the City on November 24, 2014 (the "Bond Ordinance"). The

Underwriters have not previously made any final agreement with the City to purchase the Bonds in an offering within the meaning of Section 240.15c2-12, General Rules and Regulations of the Exchange Act (the "SEC Rule").

(b) The Bonds shall be dated the date of their initial authentication and delivery and shall mature on the dates and in the amounts, bear interest at the rates per annum and produce the yields, in each case as set forth on the Schedule hereto, such interest being payable on July 1, 2015, and semiannually thereafter on each January 1 and July 1. The Bonds will not be subject to redemption prior to their respective maturity dates.

(c) The net purchase price for the Bonds shall be \$ 44,213,448.31, consisting of the principal amount of the Bonds, plus an original issue premium (\$4,864,521.30), and less compensation for the Underwriters (\$141,072.99). (Such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery of the Bonds is herein called the "Closing" and is to be on March 10, 2015, or on such other date as may be mutually agreeable to the Underwriters and the City.) The City and the Underwriters hereby expressly acknowledge that such purchase price, if the Bonds are sold to the public at the prices or yields set forth on the Schedule hereto and on the inside cover page of the Final Official Statement, shall result in remuneration to the Underwriters of \$ 141,072.99.

(d) Proceeds from the sale of the Bonds are reasonably expected to be used as described in the Final Official Statement.

(e) The net purchase price referred to in Section 1(c) above will also reflect the wire transfer by the Underwriters to the Insurer (as defined below) on behalf of the City of the municipal bond insurance premium of \$79,170.32 from proceeds of the Bonds.

2. The Underwriters shall make an initial *bona fide* public offering of all of the Bonds at not less than the public offering yields set forth on the Schedule hereto and on the inside cover page of the Final Official Statement of the City relating to the Bonds, dated even date herewith and substantially in the form of the Preliminary Official Statement (as defined below), revised to include the results of the sale of the Bonds (including all appendices thereto, the "Final Official Statement") and may subsequently change such offering yields. The Underwriters may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at yields higher than the yields set forth on the Schedule hereto and on the inside cover page of the Final Official Statement. The Underwriters also reserves the right (i) to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market and (ii) to discontinue such stabilizing, if commenced, at any time.

3. (a) The City hereby approves, and consents to and authorizes the distribution and use by the Underwriters of, the Preliminary Official Statement of the City relating to the Bonds, dated January 15, 2015 (including all appendices thereto, the "Preliminary Official Statement" and, together with the Final Official Statement, the "Official Statement"), and the information therein contained to be used by the Underwriters in connection with the public offering and the sale of the Bonds. The City will prepare, or cause to be prepared, the Official Statement, including any amendments thereto, in word-searchable PDF format as described in Rule G-32 promulgated by the Municipal Securities Rulemaking Board ("MSRB") and will provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriters, within seven (7) business days after the date of this Purchase Agreement, to enable the Underwriters to comply with MSRB Rule G-32. The City hereby confirms that it does not object to the distribution of the Final Official Statement in electronic form.

(b) The City has caused the Preliminary Official Statement to be prepared and hereby deems the Preliminary Official Statement to be "final" for all purposes of the SEC Rule.

(c) The City shall provide to the Underwriters copies of the Official Statement to comply with the SEC Rule and the Rules of the MSRB, particularly with respect to the Final Official Statement, within seven (7) business days after the date of this Purchase Agreement.

(d) The Underwriters shall provide to the City such information relating to the Bonds which is not within the scope of knowledge of the City (including, but not limited to, the selling compensation of the Underwriters, offering price(s), interest rate(s), delivery date and other terms of the Bonds dependent upon such matters). The Final Official Statement shall be substantially in the form of the Preliminary Official Statement with only such changes therein as shall be necessary to conform to the terms of this Purchase Agreement and with such other changes and amendments to the date thereof as have been accepted by the Underwriters. The execution and delivery of the Final Official Statement shall evidence the determination by the City that the Final Official Statement is "final" for all purposes of the SEC Rule.

4. (a) The undersigned on behalf of the City, but not individually, hereby represents and warrants that:

(i) the City is a duly incorporated and validly existing municipality pursuant to the laws of the State of Arizona (the "State") and (A) has duly adopted the Bond Ordinance, (B) has authorized the Mayor of the City to approve and execute the Final Official Statement on behalf of the City, (C) has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations contained in, the Bonds; a written undertaking by the City to provide ongoing disclosure for the benefit of certain beneficial owners of the Bonds as required under paragraph (b)(5) of the SEC Rule, in form and substance satisfactory to the Underwriters and Kutak Rock LLP, "Counsel to the Underwriters," which shall be substantially in the form set forth in the Preliminary Official Statement, with such changes as may be agreed in writing by the Underwriters and Counsel to the Underwriters, to be dated the date of the Closing (the "Continuing Disclosure Undertaking"); a Bond Registrar and Paying Agent Agreement with respect to the Bonds, to be dated as of March 1, 2015 (the "Bond Registrar and Paying Agent Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A. (the "Bond Registrar and Paying Agent"); a Depository Trust Agreement with respect to the Bonds, to be dated as of March 1, 2015 (the "Depository Trust Agreement"), by and between the City and The Bank of New York Mellon Trust Company, N.A. (the "Depository Trustee"); and this Purchase Agreement, (D) has duly authorized and approved the performance of the obligations of the City contained in the Bond Ordinance and the consummation of all other transactions contemplated by the Continuing Disclosure Undertaking, the Bond Registrar and Paying Agent Agreement, the Depository Trust Agreement, the Blanket Letter of Representations to The Depository Trust Company ("DTC Letter"), this Purchase Agreement and the Official Statement, and (E) is not in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, note, resolution, agreement or other instrument to which the City is a party or to which it is otherwise subject or to which any of its property is otherwise subject because such property is property of the City (This Purchase Agreement, the Bond Registrar and Paying Agent Agreement, the Depository Trust Agreement, the Continuing Disclosure Undertaking and the Tax Agreement (defined below) are referred to as the "City Documents");

(ii) the City is, and at the Closing shall, to the extent possible, be or shall thereafter cause itself to be, in compliance in all respects with the Bond Ordinance and this Purchase Agreement;

(iii) the City has, and at the date of the Closing will have, full legal right, power and authority (A) to enter into the City Documents, (B) to adopt the Bond Ordinance, (C) to deliver the Bonds to the Underwriters pursuant to the Bond Ordinance as provided herein, and (D) to carry out and consummate the transactions contemplated on its part by the Bond Ordinance, the City Documents and the Official Statement; and this Purchase Agreement and the Bond Ordinance are, as of the date hereof, and the City Documents will be, at the date of the Closing, legal, valid and binding obligations, enforceable in accordance with their terms;

(iv) the City has made all required filings with, and has obtained all approvals, consents and orders of, any governmental authority, board, agency or commission having jurisdiction (including the Arizona Department of Revenue which respect to the requirements of Section 35-501(B), Arizona Revised Statutes) which would constitute a condition precedent to the performance by the City of the obligations of the City pursuant to the City Documents and the Bond Ordinance;

(v) the Bonds will conform to the descriptions thereof contained in the Official Statement;

(vi) the Bonds, when issued, executed, authenticated and delivered in accordance with the Bond Ordinance and sold to the Underwriters as provided herein, shall be validly issued and outstanding *ad valorem* tax obligations of the City, entitled to the benefits of the Constitution and laws of the State and the Bond Ordinance, and all actions necessary to create a legal, valid and binding levy on all of the taxable property in the City of a direct, annual *ad valorem* tax, unlimited, except as otherwise provided below, as to amount or rate, sufficient to pay all the principal of and interest on the Bonds as the same become due, shall have been or shall be taken to the extent such action may be taken at or prior to the Closing; *provided, however*, that the total aggregate of taxes levied to pay principal of and interest on the Bonds in the aggregate shall not exceed the total aggregate principal and interest to become due on the Bonds from the date of issuance of the Bonds to the final date of maturity of the Refunded Bonds (as defined below);

(vii) the execution and delivery of the Bonds, the Bond Ordinance, the City Documents, and the compliance with the provisions of each, shall not conflict with or constitute a material breach of or default pursuant to any law, administrative regulation, judgment, decree, loan agreement, note, resolution, agreement or other instrument to which the City is a party or to which the City is otherwise subject or to which any of the property of the City is otherwise subject because such property is property of the City;

(viii) as of the date thereof, and at the time of the acceptance by the City of this Purchase Agreement, the Preliminary Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and the financial statements of, and other financial information regarding, the City in the Preliminary Official Statement fairly present the financial position and results of the City as of the dates and for the periods therein set forth;

(ix) except as otherwise described in the Final Official Statement, there is neither any action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or body, pending, nor is there any basis

therefor, (A) in any way affecting the powers of the City, the existence of the City or the title to office of any of the officials of the City, (B) seeking to restrain or enjoin the issuance, sale or delivery of the Bonds, or the collection of the taxes levied or to be levied to pay the principal of and interest on the Bonds or the levy thereof, (C) in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Ordinance or the City Documents, (D) contesting in any way the completeness or accuracy of the Official Statement, (E) contesting the power of the City or the authority of the City with respect to the Bonds, the Bond Ordinance or the City Documents, or (F) questioning the status of the exclusion of interest on the Bonds for federal income tax purposes from gross income for federal and State income taxation; and

(x) except as otherwise described in the Official Statement, the City is currently in compliance with each continuing disclosure undertaking which the City has entered into pursuant to paragraph (b)(5) of the SEC Rule.

(b) The City hereby agrees with the Underwriters that:

(i) unless the Final Official Statement is amended or supplemented pursuant to subparagraph (v) of this subparagraph (b), at the time of the acceptance by the City of this Purchase Agreement and at all times subsequent thereto, up to and including the End of the Underwriting Period (as defined below), the Final Official Statement (including the financial and statistical data included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and the financial statements of, and other financial information regarding, the City in the Final Official Statement shall fairly present the financial position and results of the City as of the dates and for the periods therein set forth;

(ii) if the Final Official Statement is amended or supplemented pursuant to subparagraph (v) of this subparagraph (b), at the time of each supplement or amendment thereto and at all times subsequent thereto up to and including the date of the End of the Underwriting Period (unless the Final Official Statement is further amended or supplemented pursuant to subparagraph (v) of this subparagraph), the Final Official Statement as so supplemented or amended (including the financial and statistical data provided or reviewed by the City included therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(iii) between the date of this Purchase Agreement and the Closing, the City shall not, without the prior written consent of the Underwriters, which consent shall not be unreasonably withheld, issue any bonds, notes or other obligations for borrowed money, and subsequent to the respective dates as of which information is given in the Official Statement up to and including the Closing, the City has not incurred and will not incur any material liabilities, except those liabilities arising in the normal course of business or incurred with the consent of the Underwriters;

(iv) the City shall furnish such information, execute such instruments and take such other action in cooperation with the Underwriters as the Underwriters may reasonably request to qualify the Bonds for offer and sale under the "blue sky" or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may reasonably designate; provided, however, that the City shall not

incur any additional expense with respect to such actions and further that the City shall not be required to subject itself or any of its agents or employees to service of process outside the State through or in connection with any of the foregoing; and

(v) if, between the date of this Purchase Agreement and until ninety (90) days after the End of the Underwriting Period, unless the Final Official Statement is provided to the MSRB and then until twenty-five (25) days thereafter, an event occurs affecting the City of which the City has knowledge and which would cause the Final Official Statement to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City shall, with the prior written consent of the Underwriters, which consent shall not be unreasonably withheld, amend or supplement the Final Official Statement at its expense in a form and manner approved by the Underwriters and Counsel to the Underwriters.

(c) Unless otherwise notified in writing by the Underwriters by the Closing, the City can assume that the "End of the Underwriting Period" for purposes of the SEC Rule shall be the date of the Closing. In the event such notice is so given by the Underwriters, the Underwriters shall notify the City in writing following the occurrence of the End of the Underwriting Period for purposes of the SEC Rule.

5. At the Closing, the City shall deliver the Bonds to the Underwriters in definitive form, duly executed and authenticated, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), bearing CUSIP numbers (provided, however, that lack of such CUSIP numbers shall not relieve the Underwriters from its obligation under this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds), together with the other documents hereinafter mentioned and subject to the terms and conditions of this Purchase Agreement. The Underwriters shall accept such delivery and pay the purchase price for the Bonds as set forth in Paragraph 1 of this Purchase Agreement in immediately available or federal funds. Delivery as aforesaid shall be made through the facilities of DTC or, in the case of a "Fast Automated Securities Transfer", with the Bond Registrar and Paying Agent or at such other place as may have been mutually agreed upon by the City and the Underwriters.

6. The Underwriters has entered into this Purchase Agreement in reliance upon the representations and warranties of the City contained in this Purchase Agreement and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of the obligations of the City pursuant to this Purchase Agreement at or prior to the date of the Closing. Accordingly, the obligation of the Underwriters pursuant to this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds is subject to the performance by the City of the obligations of the City to be performed pursuant to this Purchase Agreement and pursuant to such aforesaid documents and instruments at or prior to the Closing and is also subject to the fulfillment to the reasonable satisfaction of the Underwriters of the following conditions, that:

(i) the representations and warranties of the City contained in this Purchase Agreement shall be true, complete and correct on the date of this Purchase Agreement and on and as of the date of the Closing, as if made on the date of Closing;

(ii) at the time of the Closing, the Bond Ordinance and the City Documents shall be in full force and effect and shall not have been amended, modified or supplemented, and the Final Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriters;

(iii) at the time of the Closing, the City shall have adopted and there shall be in full force and effect such resolutions as in the opinion of Bond Counsel and Counsel to the Underwriters shall be necessary in connection with the transactions contemplated by this Purchase Agreement, and all necessary action of the City relating to the issuance of the Bonds shall have been taken, shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriters;

(iv) the Underwriters may terminate the obligations of the Underwriters pursuant to this Purchase Agreement to purchase, to accept delivery of and to pay for the Bonds by notifying the City of the election of the City to do so if at any time after the execution of this Purchase Agreement and at or prior to the Closing:

(A) the marketability or market price of the Bonds, in the reasonable opinion of the Underwriters, has been materially adversely affected by (I) an amendment to the Constitution of the United States or the Constitution of the State, (II) any introduced or enacted federal or State legislation, (III) any decision of any federal or State court, (IV) any ruling or regulation (final, temporary or proposed) of the Treasury Department of the United States, the Internal Revenue Service or other federal or State authority, or (V) any bill favorably reported out of committee in either house of the Congress of the United States, in any such case affecting the tax status of the City, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the Internal Revenue Code of 1986, as amended, or the statutes of the State;

(B) a stop order, ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission shall be issued or made having the effect or creating the probability that the issuance, offering or sale of obligations of the general character of the Bonds shall be or shall become a violation of any provisions of the Securities Act of 1933, as amended, the Exchange Act or the Trust Indenture Act of 1939, as amended;

(C) in the Congress of the United States, legislation shall be enacted or a bill shall be favorably reported out of committee to either house, a decision by a court of the United States shall be rendered, or a ruling, regulation, proposed regulation or statement by or on behalf of the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall be made, to the effect that securities of the City or of any similar public body are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended, the Exchange Act or the Trust Indenture Act of 1939, as amended; provided, however, that the effective date of the events described in (A), (B) and (C) of this subparagraph (iv) shall be prior to the date of the Closing;

(D) the United States shall have become engaged in hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak of hostilities or a national or international calamity or crisis, or an escalation thereof, the effect of such outbreak, calamity or crisis on the financial markets of the United States being such as, in the reasonable opinion of the Underwriters, would affect materially and adversely the ability of the Underwriters to market the Bonds or to enforce contracts for the sale of the Bonds;

(E) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States, or by the State or the State of New York;

(F) there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the obligations of the City or of the Ratings (as defined below) or any of them, or any rating of the Insurer;

(G) the debt ceiling of the United States is such that the obligations required to fund the Depository Trust Agreement are not available for delivery on the date of the delivery of the Bonds and the City has not successfully obtained equivalent open market securities; or

(II) there shall exist any event which, in the reasonable judgment of the Underwriters, either (I) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, (II) is not reflected in the Official Statement, but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect and, in either such event, the City refuses to permit the Official Statement to be supplemented to correct or supply such statement or information, or the statement or information as supplemented is such as, in the reasonable judgment of the Underwriters, would materially adversely affect the market for the Bonds or the sale, at the contemplated offering price, by the Underwriters of the Bonds, or (III) adversely changes in a material nature the financial position, results of operation or condition, financial or otherwise, of the City and

(v) at or prior to the Closing, unless otherwise agreed to by the Underwriters in writing, the Underwriters shall have received two counterpart originals of a transcript of all proceedings relating to the authorization and issuance of the Bonds, including the following documents:

(A) (I) the approving opinion, dated the date of the Closing and addressed to the City, of Bond Counsel in form and content satisfactory to the Underwriters, in substantially the form attached as Appendix B to the Official Statement relating to the Bonds, (II) a letter from Bond Counsel, dated the date of Closing and addressed to the Underwriters, permitting the Underwriters to rely upon the opinion of Bond Counsel for that period during which the Underwriters is the lawful owner of the Bonds, and (III) an opinion of Bond Counsel, dated the date of Closing and addressed to the Underwriters, to the effect that (a) the information contained in the Official Statement under the headings entitled "THE BONDS," "PLAN OF REFUNDING," "TAX MATTERS" and "CONTINUING DISCLOSURE" (except with respect to compliance with prior undertakings pursuant to the SEC Rule) therein, in Appendices "B" and "C" thereto and on the cover page thereof, insofar as such information purports to summarize certain provisions of the Bonds, the Bond Ordinance, the Continuing Disclosure Undertaking, federal law and the laws of the State presents a fair and accurate summary of the information which it purports to summarize, (b) the offer and sale of the Bonds shall be exempt from registration under the Securities Act of 1933, as amended, and the Bond Ordinance and the Depository Trust Agreement do not need to be qualified pursuant to the Trust Indenture Act of 1934, as amended, and (c) the Bond Ordinance and the City Documents have

been duly authorized, executed and delivered by the City and are legal valid and binding obligations of the respective parties, enforceable in accordance with their terms subject to customary exceptions for bankruptcy and judicial discretion;

(B) an opinion of the City Attorney or Bond Counsel or both, addressed to the Underwriters, to the effect that: (I) the City is a municipal corporation and political subdivision, duly created, organized and existing under the laws of the State, and has full legal right, power and authority to execute and deliver the City Documents, the Bonds and the Official Statement, and to enter into and perform its covenants and agreements under the City Documents, including without limitation, to pledge and levy a continuing, direct, annual ad valorem tax as provided in the Bond Ordinance for the payment of the Bonds; (II) by all necessary official action of the City prior to or concurrently with the acceptance hereof, the City has duly authorized all necessary action to be taken by it for (a) the adoption of the Bond Ordinance and the execution and delivery of the City Documents and the Official Statement and the sale, execution and delivery of the Bonds, (b) the approval, execution and delivery of, and the performance by the City of the obligations on its part, contained in the Bonds and the City Documents, and (c) the consummation by it of all other transactions contemplated by the Official Statement and the City Documents; (III) the Bonds, the City Documents and the Official Statement have been duly authorized, executed and delivered by the City and the City Documents and the Bonds constitute legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms; (IV) the distribution of the Preliminary Official Statement and the Official Statement have been duly authorized by the City; (V) all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the City of its obligations under the City Documents and the Bonds have been obtained; (VI) there is no litigation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or overtly threatened affecting the corporate existence of the City or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale or execution and delivery of the Bonds or the collection, pledge or levy a continuing, direct, annual ad valorem tax as provided in the Bond Ordinance for the payment of the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, the City Documents, or contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes or State income tax purposes or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the City or any authority for the execution and delivery of the Bonds, the adoption of the Bond Ordinance or the execution and delivery of the City Documents; (VII) the adoption of the Bond Ordinance and the execution and delivery of the City Documents and the Bonds and compliance by the City with the provisions hereof and thereof, under the circumstances contemplated herein and therein, will not conflict with or constitute on the part of the City a material breach of or a default under any agreement or instrument to which the City is a party, or violate any existing law, administrative regulation, court order, or consent decree to which the City is subject; and (VIII) all proceedings of the City relating to the transactions

contemplated by the City Documents, the Bonds and the Official Statement were conducted in accordance with Arizona Open Meeting Laws, A.R.S. Section 38-431 *et. seq.*, and other laws and ordinances of the City and State of Arizona;

(C) an opinion of Counsel to the Underwriters, dated the date of the Closing and addressed to the Underwriters, in a form acceptable to the Underwriters;

(D) a certificate or certificates, dated the date of the Closing and signed on behalf of the City by the Mayor of the City or other authorized officer with respect to matters relating to the City, to the effect that (I) the representations and warranties contained in this Purchase Agreement are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing, (II) except as otherwise described in the Final Official Statement, no litigation of any nature is then pending or, to their knowledge, threatened, seeking to restrain or enjoin the issuance and delivery of the Bonds or the levy or collection of taxes to pay the principal thereof and interest thereon, questioning the proceedings and authority by which such pledge is made, affecting the validity of the Bonds or contesting the corporate existence or boundaries of the City or the title of the present officers to their respective offices, (III) no authority or proceedings for the issuance of the Bonds has been repealed, revoked or rescinded and no petition or petitions to revoke or alter the authorization to issue the Bonds has been filed with or received by any of the signors, (IV) the City has complied with all the agreements and covenants and satisfied all the conditions on its part to be performed or satisfied at or prior to, and to the extent possible before, the Closing, and (V) to their knowledge, no event affecting the City has occurred since the date of the Final Official Statement which should be disclosed in the Final Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect as of the date of Closing;

(E) a counterpart original of the Final Official Statement manually executed on behalf of the City by the Mayor of the City;

(F) a specimen Bond;

(G) a certified copy of the Bond Ordinance;

(H) the items required by the Bond Ordinance as conditions for issuance of the Bonds;

(I) a non-arbitrage certificate of the City, in form and substance satisfactory to Bond Counsel (the "Tax Agreement");

(J) the filing copy of the Report of Bond and Security Issuance Pursuant to A.R.S. § 35-501B of the Arizona Department of Revenue;

(K) an executed copy of the Continuing Disclosure Undertaking, the Bond Registrar and Paying Agent Agreement and the Depository Trust Agreement (the Underwriters requires an executed copy of the Depository Trust Agreement at Closing of filing with EMMA);

(L) the filing copy of the Information Return Form 8038-G (IRS) for the Bonds;

(M) (I) A letter from Standard & Poor's Financial Services LLC ("S&P"), confirming that the Bonds have been rated "AA", premised upon the delivery of the Policy (as defined below) by the Insurer; (II) a letter from S&P confirming that the Bonds have been assigned an underlying rating of "BBB+"; (III) a letter from Moody's Investors Service, Inc. ("Moody's"), confirming that the Bonds have been rated "A2", premised upon the delivery of the Policy by the Insurer; and (IV) a letter from Moody's confirming that the Bonds have been assigned an underlying rating of "A3", which ratings (the "Ratings") shall be in effect on the date of Closing;

(N) a copy of a special report prepared by Grant Thornton, L.L.P., independent certified public accountants (the "Verification Agent"), dated the date of the Closing and addressed to the Issuer, Bond Counsel and the Underwriters, verifying the arithmetical computations of the adequacy of the maturing principal and interest on the obligations and uninvested cash on hand under the Depository Trust Agreement to pay, when due, the principal of and interest on the bonds which have been refunded with the proceeds of the sale of the Bonds (the "Refunded Bonds");

(O) a certificate of the Depository Trustee, dated the date of the Closing, to the effect that moneys or obligations sufficient to effectuate the refunding of the Refunded Bonds have been received and that such moneys or obligations have been deposited under the Depository Trust Agreement;

(P) a copy of the municipal bond insurance policy (the "Policy") that has been duly executed, issued and delivered by Assured Guaranty Municipal Corp. (the "Insurer"), together with an opinion of counsel to the Insurer in form and substance satisfactory to the Underwriters;

(q) a certificate of Insurer with respect to the accuracy of statements contained in the Official Statement regarding the Policy and the Insurer and the due authorization, execution, issuance and delivery of the Policy;

(R) such other opinions of counsel as are required in connection with the refunding of the Refunded Bonds, including an opinion of Bond Counsel to the effect that such refunding will not have an adverse impact on the federal tax-exempt status of interest on the Refunded Bonds; and

(S) such additional legal opinions, certificates, instruments and other documents as the Underwriters or its counsel may reasonably request to evidence the truth and accuracy, as of the date of this Purchase Agreement and as of the date of the Closing, of the representations, warranties, agreements and covenants of the City contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the City at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the City.

(All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Purchase Agreement shall be deemed to be in compliance with the provisions of this Purchase Agreement if, but only if, they are in form and substance

satisfactory to the Underwriters and Counsel to the Underwriters; provided, however, that acceptance by the Underwriters of the Bonds shall be deemed by the Underwriters to be satisfaction of the foregoing.)

7. If the City is unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Bonds are terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement (except representations and warranties of the City herein) shall terminate and neither the Underwriters nor the City shall be under further obligation hereunder.

8. (a) If a Closing shall take place hereunder, the City shall pay, but solely from the proceeds of the sale of the Bonds, (i) the cost of the preparation and printing of the Bond Ordinance, the City Documents, the DTC Letter, the Preliminary Official Statement and the Final Official Statement (including any amendments or supplements thereto), (ii) the cost of preparation and printing of the Bonds, (iii) the fees and disbursements of Bond Counsel and the Verification Agent, (iv) the initial fees and disbursements of the Bond Registrar and Paying Agent and the Depository Trustee, provided, however, that the City shall be responsible for all other fees and disbursements of the Bond Registrar and Paying Agent, (v) the fees and expenses incurred by the City or the Underwriters for the Ratings, (vi) the premium for the Policy, as described in Section 1(e), and (vii) reasonable miscellaneous, normally occurring, "out-of-pocket" expenses incurred by the Underwriters in connection with the issuance and sale of the Bonds.

(b) The Underwriters shall pay, if any, (i) all advertising expenses in connection with the public offering of the Bonds, (ii) the fees and disbursements of Counsel to the Underwriters, and (iii) all other expenses incurred by it in connection with its public offering and distribution of the Bonds.

(c) If this Purchase Agreement shall be terminated by the Underwriters because of any failure or refusal on the part of the City to comply with the terms or to fulfill any of the conditions of this Purchase Agreement or if for any reason the City shall be unable to perform its obligations under this Purchase Agreement, the City shall reimburse the Underwriters for all "out-of-pocket" expenses (including the fees and disbursements of Counsel to the Underwriters) reasonably incurred by the Underwriters in connection with this Purchase Agreement or the offering contemplated hereunder.

(d) The City acknowledges that it has had an opportunity to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

9. As required by the provisions of Section 38-511, Arizona Revised Statutes, notice is hereby given that the State, its political subdivisions (including the City) or any department or agency of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the State, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions, or any of the departments or agencies of either is, at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract. The cancellation shall be effective when written notice from the Governor or the chief executive officer or governing body of the political subdivision is received by all other parties to the contract unless the notice specifies a later time. The State, its political subdivisions or any department or agency of either may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the State, its political subdivisions or any department or agency of either from any other party to the contract arising as the

result of the contract. This section is not intended to expand or enlarge the rights of the City hereunder except as required by such Section. Each of the parties hereto hereby certifies that it is not presently aware of any violation of such Section which would adversely affect the enforceability of this Agreement and covenants that it shall take no action which would result in a violation of such Section.

10. (a) Any notice or other communication to be given pursuant to this Purchase Agreement must be given by delivering the same in writing to:

Mayor and City Council
City of Glendale, Arizona
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Finance and Technology Director

Piper Jaffray, & Co.
2525 E. Camelback Rd., Ste. 925
Phoenix, AZ 85016
Attention: William C. Davis, Managing Director

(b) This Purchase Agreement is made solely for the benefit of the City and the Underwriters (including the successors or assigns of the Underwriters), and no other person may acquire or have any right hereunder or by virtue of this Purchase Agreement.

(c) All of the representations, warranties, and covenants of the City contained in this Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriters or (ii) delivery of and payment for the Bonds pursuant to this Purchase Agreement.

(d) If any section, paragraph, subdivision, sentence, clause or phrase of this Purchase Agreement shall for any reason be held illegal or unenforceable, such decision shall not affect the validity of the remaining portions of this Purchase Agreement. The parties to this Purchase Agreement declared they would have executed this Purchase Agreement and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Purchase Agreement, irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of this Purchase Agreement may be held to be illegal, invalid, or unenforceable. If any provision of this Purchase Agreement contains any ambiguity which may be construed as either valid or invalid, the valid construction shall be adopted.

(e) This Purchase Agreement expresses the entire understanding and all agreements of the parties to this Purchase Agreement with each other with respect to the subject matter of this Purchase Agreement, and no party to this Purchase Agreement has made or shall be bound by any agreement or any representation to any other party which is not expressly set forth in this Purchase Agreement.

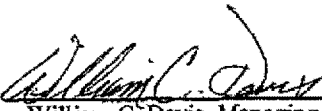
(f) This Purchase Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The electronic signature of a party to this Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Purchase Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means, and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format (pdf) or other replicating image attached to an email or internet message.

(g) This Purchase Agreement shall become effective upon the execution of the acceptance of this Purchase Agreement by the authorized signatory of the City and shall be valid and enforceable as of the time of such acceptance.

(Signature page follows)

(h) This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

PIPER JAFFRAY & CO.
for itself and on behalf of Wells Fargo Bank, National Association

By: 
William C. Davis, Managing Director

Accepted at _____ m M.S.T. this ___ day
of February, 2015:

CITY OF GLENDALE, ARIZONA

By: _____
City Manager

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Name: Michael Bailey, City Attorney

(Signature page to Purchase Agreement)

(h) This Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

PIPER JAFFRAY & CO.
for itself and on behalf of Wells Fargo Bank, National Association


By: _____
William C. Davis, Managing Director

Accepted at 3:39 Pm M.S.T. this 3rd day
of February, 2015:

CITY OF GLENDALE, ARIZONA

By: 
City Manager

ATTEST:

By: 
City Clerk

APPROVED AS TO FORM:

By: 
Name: Michael Bailey, City Attorney

(Signature page to Purchase Agreement)

SCHEDULE
\$39,490,000
CITY OF GLENDALE, ARIZONA
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2015

<u>Maturity Dates</u> <u>(July 1)</u>	<u>Principal</u> <u>Amounts</u>	<u>Interest</u> <u>Rates</u>	<u>Yields</u>
2016	\$ 3,880,000	2.00 %	0.59 %
2018	1,100,000	4.00	1.21
2019	8,040,000	4.00	1.42
2020	8,920,000	4.00	1.66
2021	10,215,000	4.00	1.85
2022	7,335,000	5.00	2.03

The Bonds will not be subject to call for redemption prior to maturity.

CITY CLERK
ORIGINAL

C-9293
10/20/2014

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA AND
RBC CAPITAL MARKETS, LLC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of October 20, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and RBC Capital Markets, LLC, a corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. The State of Arizona Department of Administration on September 11, 2014 entered into Contract Number ADSPO14-00003944, and subsequently the parties entered into various amendments to the contract (collectively, the "Financial Advisory Services Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the ESRI Contract without further public bidding, and the Financial Advisory Services Contract permits its cooperative use by other governmental agencies, including the City

C Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Financial Advisory Services Contract

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the State of Arizona under the Financial Advisory Services Contract, Contractor consents to the City's utilization of the Financial Advisory Services Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Agreement, the parties agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first set forth above and expires on September 10, 2015. At the option of the parties, this agreement may be extended for four additional, one-year periods.
2. Scope of Work; Terms, Conditions, and Specifications

- a) Contractor will provide City the identical supplies, goods or services Contractor provided the State of Arizona Department of Administration under the Financial Advisory Services Contract, as requested by the City in the proposal attached as Exhibits "A" and "B".
- b) Contractor agrees to comply with all the terms, conditions and specifications of the Financial Advisory Services Contract for the purposes of this Agreement, and the terms, conditions, and specifications are incorporated in this Linking Agreement by this reference. The "City of Glendale" shall be substituted for "End User" or similar references throughout the Financial Advisory Services Contract.

3. Compensation.

- a) City shall pay Contractor the same rate of compensation the End User pays Contractor under the Financial Advisory Services Contract pursuant to Exhibits A and B.
- b) The total purchase price for the Services as authorized in this agreement is to be consistent with the pricing set forth in Exhibit B. Total amounts paid are upon mutual agreement between the City and RBC Capital Markets, LLC and dependent upon the services necessary. In addition, the City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Contract, and the City will comply with all applicable laws regarding procurement and approval of such purchases.

[SIGNATURES ON FOLLOWING PAGE]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above

"City"

City of Glendale, an Arizona
Municipal Corporation

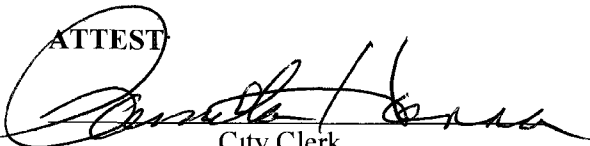
"Contractor"

RBC Capital Markets, LLC

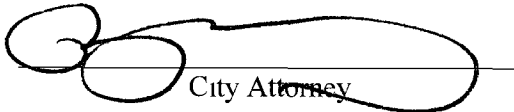
By: 
Name: Brenda S. Fischer
Title: City Manager

By: 
Name: Kurt Freund
Title: Managing Director

ATTEST


City Clerk

Approved as to Form


City Attorney

Proposal to Provide Financial Advisory Services to

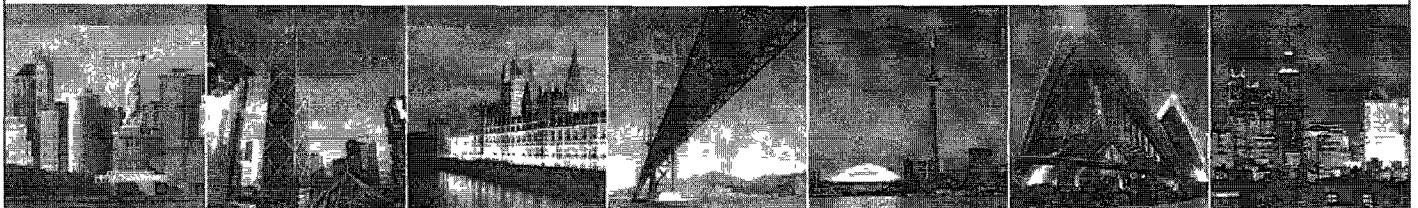


The State of Arizona

Financial Advisor Services

Solicitation # ADSPG14-00003944

July 24, 2014



RBC Capital Markets®

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OFFER FORMS AND CERTIFICATIONS

4.1 OFFER AND ACCEPTANCE

We have enclosed the signed Offer and Acceptance form and acknowledge RBC Capital Markets' intent to be bound by the Offer and terms of the Solicitation and that the information provided is true, accurate and complete.

4.2 ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

We acknowledge that no solicitation amendments have been issued

4.3 OFFER FORMS

4.3.1 Offer and Acceptance Form (completed and signed)

We have enclosed the completed and signed Offer and Acceptance Form.


4.3.2 Offeror's Current Contracts

We have enclosed the required Offeror's Current Contracts forms for three (3) of our current contracts

4.4.1 Attachment I – Price Schedule

We have enclosed the required Attachment I - Price Schedule.

Exhibit A

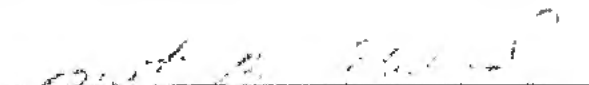
	Offer and Acceptance		State of Arizona State Procurement Office 100 N 15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No ADSP014-00003944	PAGE 3	
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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status

RBC Capital Markets, LLC
Company Name
2398 E. Camelback Road, Suite 700
Address
Phoenix AZ 85016
City State Zip
Kurt.Freund@rbccm.com
Contact Email Address


Signature of Person Authorized to Sign Offer
Kurt M. Freund
Printed Name
Managing Director
Title
Phone (602) 381-5365
Fax (602) 381-5380

Taxpayer Identification Number [REDACTED]

By signature in the Offer section above the Offeror certifies

- 1 The submission of the Offer did not involve collusion or other anticompetitive practices
- 2 The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246 State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465
- 3 The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
- 4 The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State

This Contract shall henceforth be referred to as Contract No.

The effective date of the Contract is _____

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed

State of Arizona
Awarded this _____ day of _____ 20____

Procurement Officer

Exhibit A

OFFEROR'S CURRENT CONTRACTS

Offeror shall provide and submit a separate Attachment III for a **maximum of three (3) professional contracts** to which the Offeror provided services similar in scope to those described in this solicitation

1. Reference Information	
Organization Name:	Arizona Department of Transportation
Address:	206 South Seventeenth Avenue
	<i>Street Address</i>
	Phoenix, AZ 85007
<i>City, State, Zip Code</i>	
Contact Information:	Kristine Ward (602) 712-6164
	<i>Contact Name Phone Number</i>
	kward@azdot.gov
<i>Contact Email Address</i>	
2. Description of Services Provided	
Services Begin Date 06/11/2009	Services End Date. Currently ongoing
Dollar Amount of Contract Variable amount; not fixed	Number/Type of Personnel: variable number of personnel as needed, senior advisors through administrative staff.
<p>Description of Services Provided (Include similar services performed as those described in this Solicitation's Scope of Work Offeror shall provide any and all information that documents successful, reliable experience and past performance, overall quality of job performance and any contract non-performance issues)</p> <p>RBC Capital Markets has served as the financial advisor to the Arizona Department of Transportation on all of its debt financings under the current State Solicitation for Financial Advisory Services awarded 5 years ago, as well as in prior years. The services we provide to the Department are virtually identical to the Scope of Work outlined in the current Solicitation from the State and include services such as assisting the Department in developing its debt financing plans, analyzing various debt structures to meet the Department's financing needs, providing various debt analyses and amortization structures for consideration, identifying refinancing opportunities for the Department, developing timetables for all financings, taking a lead role in organizing, typesetting and preparing for Department review the Preliminary and Final Official Statements for all financings and handling the publication and distribution of such documents, reviewing all of the legal documents associated with any financing, serving as a representative of the Department in interacting and negotiating with other financing participants including bond lawyers, underwriters, rating agencies, bond insurers, bank trustees and others, assisting the Department in its identification and evaluation of other financing participants, reviewing underwriter marketing plans for the sale of debt obligations and recommending approaches that best meet the Department's goals, evaluating the sale and pricing of all debt obligations, handling any other aspects of debt financings or related issues as needed by the Department. Indicative of our reliable experience and past performance, we have been re-hired by the Department on several occasions via periodic procurements for financial advisory services and are not aware of ever having any contract non-performance issues.</p>	

Exhibit A

OFFEROR'S CURRENT CONTRACTS

Offeror shall provide and submit a separate Attachment III for a **maximum of three (3) professional contracts** to which the Offeror provided services similar in scope to those described in this solicitation

1. Reference Information	
Organization Name	Arizona Department of Administration
Address:	100 North 15th Avenue, Suite 302
	<i>Street Address</i>
	Phoenix, AZ 85007
	<i>City, State, Zip Code</i>
Contact Information:	Clark Partridge (602) 542-5405
	<i>Contact Name Phone Number</i>
	clark.partridge@azdoa.gov
	<i>Contact Email Address</i>
2. Description of Services Provided	
Services Begin Date 06/11/2009	Services End Date Currently ongoing
Dollar Amount of Contract Variable amount; not fixed	Number/Type of Personnel. variable number of personnel as needed, senior advisors through administrative staff.
<p>Description of Services Provided (Include similar services performed as those described in this Solicitation's Scope of Work Offeror shall provide any and all information that documents successful, reliable experience and past performance, overall quality of job performance and any contract non-performance issues)</p> <p>RBC Capital Markets has served as the financial advisor to the Arizona Department of Administration on virtually all of its debt financings under the current State Solicitation for Financial Advisory Services awarded 5 years ago, as well as in prior years. The services we provide to the Department are virtually identical to the Scope of Work outlined in the current Solicitation from the State and include services such as assisting the Department in developing its debt financing plans, analyzing various debt structures to meet the Department's financing needs, providing various debt analyses and amortization structures for consideration, identifying refinancing opportunities for the Department, developing timetables for all financings, taking a lead role in organizing, typesetting and preparing for Department review the Preliminary and Final Official Statements for all financings and handling the publication and distribution of such documents, reviewing all of the legal documents associated with any financing, serving as a representative of the Department in interacting and negotiating with other financing participants including bond lawyers, underwriters, rating agencies, bond insurers, bank trustees and others, assisting the Department in its identification and evaluation of other financing participants, reviewing underwriter marketing plans for the sale of debt obligations and recommending approaches that best meet the Department's goals, evaluating the sale and pricing of all debt obligations, handling any other aspects of debt financings or related issues as needed by the Department. Indicative of our reliable experience and past performance, we have been re-hired by the Department on several occasions via periodic procurements for financial advisory services and are not aware of ever having any contract non-performance issues</p>	

Exhibit A

OFFEROR'S CURRENT CONTRACTS

Offeror shall provide and submit a separate Attachment III for a **maximum of three (3) professional contracts** to which the Offeror provided services similar in scope to those described in this solicitation

1. Reference Information	
Organization Name	Arizona State University
Address:	300 East University Drive, Suite 320
	<i>Street Address</i>
	Tempe, AZ 85287
	<i>City, State, Zip Code</i>
Contact Information	Joanne Wamsley (480) 727-9920
	Contact Name Phone Number
	joanne.wamsley@asu.edu
	Contact Email Address
2. Description of Services Provided	
Services Begin Date: 04/16/2013	Services End Date Currently ongoing
Dollar Amount of Contract Variable amounts; not fixed	Number/Type of Personnel variable number of personnel as needed, senior advisors through administrative staff.
<p>Description of Services Provided (Include similar services performed as those described in this Solicitation's Scope of Work Offeror shall provide any and all information that documents successful, reliable experience and past performance, overall quality of job performance and any contract non-performance issues)</p> <p>RBC Capital Markets has served as the financial advisor to Arizona State University on virtually all of its debt financings under the University's current solicitation for Financial Advisory Services awarded in 2013, as well as in prior years. The services we provide to the University are virtually identical to the Scope of Work outlined in the current Solicitation from the State and include services such as assisting the University in developing its debt financing plans, analyzing various debt structures to meet the University's financing needs, providing various debt analyses and amortization structures for consideration, identifying refinancing opportunities for the University, developing timetables for all financings, taking a lead role in organizing, typesetting and preparing for University review the Preliminary and Final Official Statements for all financings and handling the publication and distribution of such documents, reviewing all of the legal documents associated with any financing, serving as a representative of the University in interacting and negotiating with other financing participants including bond lawyers, underwriters, rating agencies, bond insurers, bank trustees and others, assisting the University in its identification and evaluation of other financing participants, reviewing underwriter marketing plans for the sale of debt obligations and recommending approaches that best meet the University's goals, evaluating the sale and pricing of all debt obligations, handling any other aspects of debt financings or related issues as needed by the University. Indicative of our reliable experience and past performance, we have been re-hired by the University on several occasions via periodic procurements for financial advisory services and are not aware of ever having any contract non-performance issues.</p>	

Exhibit A

Attachment I



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Description Financial Advisor Services

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State of Arizona
State Procurement Office
100 N 15th Ave , Suite 201
Phoenix, AZ 85007

1. Financial Advisor Services Price Schedule (Attachment I)

Offeror's shall complete Attachment I entitled "Financial Advisor Services Price Schedule", and provide all requested information according to the instructions

Attachment I is found in Attachments section of ProcureAZ under the file named "Financial Advisor Services Price Schedule"

2. ProcureAZ Electronic System Requirement:

To ensure Offeror submits a valid bid, Offeror shall enter a one (1) dollar in the "Unit Cost" field on the "Items" tab in ProcureAZ, as a zero (0) will be considered a NO-BID by the system.

For assistance call the ProcureAZ Help Desk: 602-542-7600

PRICING SCHEDULE

The Offeror shall develop and submit six pricing schedules as per Attachment I, using the methodologies described below In each instance, the Offeror shall indicate the pricing for collateralized, non-collateralized, and pooled structure Pricing must be provided in an all-inclusive basis

- 1 The Offeror shall provide an all-inclusive fee, based on the size, or size range, for financial transactions Fees shall be stated as a dollar amount

PRICING SCHEDULE NUMBER ONE:

Per Bond Pricing Structure:

The Offeror shall indicate the fee per \$1,000 of the face value of the financing for each financing transaction undertaken by the Eligible Agency The Offeror shall indicate any changes in the fee per \$1,000 based on the size of the financing and shall indicate any minimum or maximum fees per financing transaction

The Offeror shall separately state the fees per \$1,000 for a collateralized structure and for a non-collateralized structure

The Offeror should also indicate if a price differential is available for transactions subsequent to the first financing



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100 N 15th Ave , Suite 201
Phoenix, AZ 85007**

A. COLLATERALIZED STRUCTURE PER \$1,000:

<u>Principal Amount of Issue</u>	<u>Fee</u>
<u>Principal amount of series less than \$30 million</u>	<u>\$2 00*</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1 85*</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1 65*</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1 45*</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1 35*</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1 25*</u>

B. NON-COLLATERALIZED STRUCTURE PER \$1,000:

<u>Principal Amount of Issue</u>	<u>Fee</u>
<u>Principal amount of series less than \$30 million</u>	<u>\$2 00*</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1 85*</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1 65*</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1 45*</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1 35*</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1 25*</u>

C. POOLED STRUCTURE PER \$1,000:

<u>Principal Amount of Issue</u>	<u>Fee</u>	<u>Incremental Cost per Borrower</u>
<u>Principal amount of series less than \$30 million</u>	<u>\$2 00*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1.85*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1 65*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1 45*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1 35*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1 25*</u>	<u>\$10,000</u>

* The fee per \$1,000 principal amount for collateralized or non-collateralized issues is subject to a minimum fee for fixed rate financings of \$50,000 per financing series, for variable rate financings, the minimum fee is \$60,000 per financing series. The fee per \$1,000 principal amount for pooled financing structures is subject to a minimum fee for fixed rate financings of \$50,000 per financing series, for variable rate financings, the minimum fee is \$60,000. For the initial issuance of any newly created financing, an additional fee of \$30,000 would be charged due to the additional time and effort involved in creating such a new structure or financing program. For issues involving the refunding of existing debt obligations, an additional fee of up to \$25,000 would be charged based on the complexity of the refunding.



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Phoenix, AZ 85007**

PRICING SCHEDULE NUMBER TWO (COLLATERALIZED, NON-COLLATERALIZED, AND POOLED):

Hourly Rates: The Offeror shall provide a schedule of hourly rates for each Key Person who may provide services described in the Scope of Work. The Offeror shall indicate any minimum or maximum fees for such services or per financing transaction (use a separate sheet if necessary)

A. COLLATERALIZED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other senior level bankers</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>All other associate level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>

B. NON-COLLATERALIZED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other senior level bankers</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>All other associate level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>



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C. POOLED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other senior level bankers</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>All other associate level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>

* The fee for collateralized or non-collateralized issues is subject to a minimum fee for fixed rate financings of \$60,000 per financing series, for variable rate financings, the minimum fee is \$75,000 per financing series. The fee per \$1,000 principal amount for pooled financing structures is subject to a minimum fee for fixed rate financings of \$70,000 per financing series, for variable rate financings, the minimum fee is \$85,000. Hourly fee pricing would only apply to any debt obligation series of \$50 million or less. For the initial issuance of any newly created financing, an additional fee of \$30,000 would be charged due to the additional time and effort involved in creating such a new structure or financing program. For issues involving the refunding of existing debt obligations, an additional fee of up to \$25,000 would be charged based on the complexity of the refunding.



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PRICING SCHEDULE NUMBER THREE (COLLATERALIZED, NON-COLLATERALIZED AND POOLED):

Annual Retainer Fees:

The Offeror shall indicate an annual retainer price for all services described in the Scope of Work

The Offeror shall separately state the retainer price if a collateralized, non-collateralized or pooled structure is utilized

The Offeror shall indicate any limitations on the services to be provided under such a fee arrangement

Limitations: The Offeror shall indicate if any of the three pricing methodologies are unacceptable

- A. **Collateralized:** \$60,000 annually per Agency*
- B. **Non-Collateralized:** \$60,000 annually per Agency*
- C. **Pooled:** \$60,000 annually per Agency*

* Under this pricing approach, our services would be limited to the Scope of Work items not specifically related to the issuance of any obligations and we would discount proposed per bond pricing fees for any issuance by 7.5%. The annual retainer would need to be paid prior to any services being provided in any fiscal year

PRICING SCHEDULE NUMBER FOUR (KEY PERSON WITH HOURLY RATE):

The Offeror shall indicate hourly rates for other financial advisory activities described in the Scope of Work (associated with a bond issue transaction).

<u>Name of Key Person</u>	<u>Title</u>	<u>Hourly Rate*</u>
<u>Kurt Freund</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>John Snider</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>Jeff Wagner</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>Nick Dodd</u>	<u>Director</u>	<u>\$550 per hour</u>
<u>Bill Wildman</u>	<u>Director</u>	<u>\$550 per hour</u>
<u>Megan Wienand</u>	<u>Vice President</u>	<u>\$425 per hour</u>
<u>Phong Pham</u>	<u>Vice President</u>	<u>\$425 per hour</u>
<u>Kathryn Pong</u>	<u>Associate</u>	<u>\$425 per hour</u>
<u>Loren Morales</u>	<u>Associate</u>	<u>\$425 per hour</u>
<u>Austin Lahr</u>	<u>Analyst</u>	<u>\$300 per hour</u>
<u>Jamie Durando</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>All other senior level bankers</u>		<u>\$550 per hour</u>
<u>All other officer level bankers</u>		<u>\$425 per hour</u>
<u>All other associate level bankers</u>		<u>\$300 per hour</u>

* Fees are for "other financial advisory activities" associated with a bond issue transaction in addition to the fees set forth in Pricing Schedule Number One



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PRICING SCHEDULE NUMBER FIVE (KEY PERSON WITH HOURLY RATE):

The Offered shall indicate hourly rates for other financial advisory activities described in the Scope of Work (not associated with a bond transaction).

<u>Name of Key Person</u>	<u>Title</u>	<u>Hourly Rate</u>
<u>Kurt Freund</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>John Snider</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>Jeff Wagner</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>Nick Dodd</u>	<u>Director</u>	<u>\$550 per hour</u>
<u>Bill Wildman</u>	<u>Director</u>	<u>\$550 per hour</u>
<u>Megan Wienand</u>	<u>Vice President</u>	<u>\$425 per hour</u>
<u>Phong Pham</u>	<u>Vice President</u>	<u>\$425 per hour</u>
<u>Kathryn Pong</u>	<u>Associate</u>	<u>\$425 per hour</u>
<u>Loren Morales</u>	<u>Associate</u>	<u>\$425 per hour</u>
<u>Austin Lahr</u>	<u>Analyst</u>	<u>\$300 per hour</u>
<u>Jamie Durando</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>All other senior level bankers</u>		<u>\$550 per hour</u>
<u>All other officer level bankers</u>		<u>\$425 per hour</u>
<u>All other associate level bankers</u>		<u>\$300 per hour</u>

PRICING SCHEDULE NUMBER SIX:

Optional Pricing: The Offeror shall provide a firm, fixed, all-inclusive maximum fee per Financing Transaction involving the sale of certificates regardless of the number of buildings acquired and equipment and the size of the issue

\$750,000 Maximum Fee (dollar amount) per Financing Transaction Offeror should also indicate how this fee will be calculated (hourly rates, etc)

The fee can be calculated under Pricing Schedule Number One herein

Our proposed fees outlined in any Pricing Schedules noted above do not include any investment advisory services or services related to ancillary financial products such as interest rate derivative contracts or interest rate caps, collars or floors, which are not included in the Scope of Work. If such additional services were requested, and we were able to provide such services, they would be subject to a fee payment at a negotiated fee approved in advance

In addition to the fees provided in the Pricing Schedules above, the following additional fees may apply, depending on the circumstances of the specific transaction

For transactions in which RBCCM serves as a placement agent on a loan or securities purchased directly by a bank or other financial institution the fee would not exceed 2% of the total loan amount

Assembly and publishing of Official Statement or Placement Memorandum, a fee of not to exceed \$25,000 (typically for smaller issuers)



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State Procurement Office
100 N 15th Ave , Suite 201
Phoenix, AZ 85007

Supplemental interest certificates, capital appreciation securities, convertible capital appreciation securities, stepped coupon securities or securities with taxable interest the fee basis may be adjusted by not greater than \$2.50 per \$1,000

For assistance with complex financings or unique requests outside of the traditional services typically provided and contemplated in the Scope of Work, RBCCM could negotiate additional compensation with the non-State Agency local political subdivisions. Complex financings of such subdivisions may include, but are not limited to (1) title or real estate issues, (2) utility company acquisitions, (3) tax increment or land based financings (special districts), (4) public/private partnerships (5) financings involving conduit issuers (6) other circumstances requiring a significantly higher degree of complexity or effort



Exhibit A

QUESTIONNAIRE SECTION:

7.1. METHOD OF APPROACH

7.1.A. Offeror shall provide a narrative response that describes your organization's overall method of approach for providing financial advisory services.

Over the course of RBC Capital Markets' ("RBCCM's") professional relationship with various State agencies as financial advisor, we have always strived to improve the service provided and the results achieved. Our efforts and achievements have included, among other issues, working to better define the roles and responsibilities of the financial advisor and the underwriting team. The goals of these efforts have been

- to streamline the bond issuance process to its most efficient level in terms of the time and resources of the involved Agency staff and the rest of the financing team,
- to ensure that the underwriting team's primary focus is on the marketing and sale of the Agency's bonds, thereby improving the likelihood of achieving the lowest interest cost,
- to achieve, in conjunction with the Agency's efforts, underwriting costs that are no greater than what is necessary to effectively market and sell the State's debt.

While we believe there is always room for further improvement, we also believe we have been very successful in accomplishing these goals. The State Agency's bond issuance process is geared toward achieving the desired end result: the lowest borrowing costs consistent with market conditions. The focus of the underwriting team on selling the State's debt has been clearly demonstrated to the various Agency staff who have directly participated in financings in recent years and is further evidenced by the interest rates achieved.

By way of example, the State Agencies we have worked with have seen a distinct and noticeable reduction in underwriting costs over the last ten-year period. While these reductions are in part a function of competitive market conditions, they are also a result of the efforts by RBC Capital Markets and the various Agencies to more clearly define the underwriter's role and to pay only for the services provided. By way of example, an underwriter's fee of \$5.00 per thousand dollars of bonds was not uncommon on various Agency financings in the not too distant past. In contrast, the underwriting cost on more recent financings is generally in the range of \$2.00 to \$3.00 per thousand dollars of bonds. This reduction in bond underwriting fees has resulted in real savings to the State's Agencies. Again, while not all of these savings can be attributed to the efforts of RBC Capital Markets and the Agencies to align costs paid with services provided and to successfully negotiate fees, a significant portion is due to these factors.

Although it is truly a team effort that produces low borrowing costs, the financial advisor is the only participant that serves only the Agency. While the other participants provide services valuable to the financing process and to the Agency, who they serve extends beyond the Agency. For example, the bond counsel's first responsibility is to protect the interest of investors. RBC Capital Markets obviously takes the unique role of the financial advisor very seriously and has worked diligently over the years to provide the broadest possible level of services and expertise to meet State Agencies' needs.

The following outline delineates the specific responsibilities that we would assume as financial advisor on any negotiated debt financing.

Exhibit A

Financial Advisory Services and Financing Responsibilities

I. Pre-Pricing Responsibilities of RBC Capital Markets Service Team

- 1 Consult with the Agency concerning legal issues, security structures, issue size, timing, and preliminary debt structure
- 2 Analyze and determine the Agency's capacity to issue the proposed debt
- 3 Provide projected debt service scenarios illustrating debt service coverage and cash flow requirements
- 4 Analyze and review existing debt obligations for refunding savings and/or debt restructuring.
- 5 Prepare a detailed timetable of events consistent with the Agency's scheduling needs
- 6 Prepare Agency briefing materials and assist in their presentation
- 7 Prepare and distribute a request for updated marketing and fee information from firms in the State's underwriting pool or other underwriters, as requested
- 8 Provide details on issue structure and terms to bond counsel for preparation of draft legal documents
- 9 Contact credit rating agencies and coordinate times for meeting with the various agencies
- 10 Analyze and recommend whether obtaining bond insurance will be cost effective. If necessary, contact insurers and coordinate meetings with them. Prepare and distribute a request for insurance fee proposals
- 11 Prepare and distribute multiple drafts of preliminary official statements and corresponding revisions received and evaluated from all financing participants
- 12 Review and comment on drafts of legal documents necessary for issuing the debt
- 13 Prepare and distribute, as needed, requests for proposals for services for registrar and paying agent, depository trustee, official statement printing, and verification agent
- 14 Review and summarize proposals received for third-party services and recommend providers
- 15 Review and summarize proposals received from underwriters, prepare additional market information concerning underwriters, and provide recommendations for the Agency's selection of underwriting team
- 16 Review and summarize fee proposals received from insurers and recommend firm for Agency selection
- 17 Prepare and/or review Agency policies designating underwriters and paying agent/registrar
- 18 Prepare travel itineraries for meeting with rating agencies and/or insurers, and assist in all travel accommodations including air, lodging, ground transportation, etc
- 19 Assist in the preparation and review of presentation materials and credit information to be provided to rating agencies and insurers
20. Review and comment on the level of disclosure to be provided by the Agency in order to comply with SEC Rule 15c2-12 concerning continuing secondary market disclosure
- 21 Participate in presentations to rating agencies and/or insurers and conduct follow-up discussions to clarify issues and/or encourage favorable responses
- 22 Review and provide recommendations on the marketing approach and plans proposed by the senior manager and other underwriters

II. Pricing Responsibilities of RBC Capital Markets Team

- 1 Recommend timing for pricing based on market conditions, cash flow needs and underwriters' input
- 2 Monitor and participate, if necessary, in implementation of approved marketing plan
- 3 Prepare updated materials for briefing the Agency and assist in any Agency's presentation to the JCCR and/or JLBC staff

Exhibit A

- 4 Review and comment on draft Bond or Certificate Purchase Agreement
- 5 Oversee the printing and distribution of the preliminary official statement
- 6 Prepare travel itineraries for bond pricing and assist in all travel accommodations including air, lodging, ground transportation, etc (if necessary)
- 7 Recommend any modifications to structure or terms (e.g. call features, reserve fund, etc.) for pricing
- 8 Prepare and distribute detailed pre-pricing materials to Agency staff including structure and terms of bonds, pricing timetable, status of current market, historical Agency financing results, current pricing data for comparable bond or note issues, etc
- 9 Advise and make recommendations on preliminary interest rate scale and fees proposed by underwriters
- 10 Review and evaluate status of pricing and advise Agency pricing team of same
- 11 Advise on and recommend negotiating issues and positions for Agency pricing team
12. Negotiate pricing issues with underwriters in conjunction with Agency pricing team
- 13 Review proposed allocation of bonds or notes among underwriters based on orders received and advise Agency pricing team on same
- 14 Provide bond counsel with final structure and terms of issue for finalizing Bond Documents
- 15 Provide underwriters' counsel with final structure and terms of sale for finalizing Bond or Certificate Purchase Agreement, review and comment on same, and advise Agency on execution
- 16 Provide the Agency relevant materials summarizing the results of the sale, results of comparable sales, and market conditions

III. Post Pricing Responsibilities

- 1 Prepare and distribute a draft final official statement
- 2 Prepare final debt service schedules
- 3 Review and comment on drafts of closing legal documents
- 4 Prepare and distribute a closing instructions memorandum detailing closing events, wire transfers and accounting for funds, and delivery of the obligations
- 5 Obtain underlying rating letters from credit agencies
- 6 Coordinate printing and distribution of final official statement
- 7 Review and comment on legal documents from bond insurer, if applicable
- 8 Execute closing certificate of financial advisor (as needed)
- 9 Review drafts of underwriters' report on distribution of obligations to investors

RBC Capital Markets takes pride in our method of approach and value added services in meeting our clients' scope of work requirements. While we believe that our approach is "best of class" as evidenced by feedback from our clients, we continually seek to improve upon our processes and the approach to assisting our clients in issuing their debt obligation in the most efficient and lowest cost manner. Given our national platform, we are able to consistently seek out and impart "best practices" from our clients across the country. Ultimately we have found that our best improvements are those collaboratively developed with our clients as we work through the often unique situations they face. These tailored solutions are another example of what sets RBC Capital Markets apart from most of our competitors.

7.1.B. Offeror shall provide three (3) clear examples that clearly demonstrate Offeror's experience in successfully providing consulting services from the last five years, projects or programs and depicts a clear understanding of the Scope of Work herein.

RBC Capital Markets has long been among the top firms in providing financial advisory services, as well as underwriting services, to governmental issuers across the United States. We are also consistently ranked by

Exhibit A

independent sources as typically the number 1 financial advisory firm serving State and local government issuers in Arizona and among the top 3 firms each year in providing underwriting services. Given our long-standing history and track record of successfully working with governmental agencies as a financial advisor, we can provide hundreds of examples from the last several years of our demonstrated expertise in this area. By way of example, just for the three current contracts we listed in this proposal, we have served as the financial advisor on 6 financings for the Arizona Department of Transportation, 4 financings for the Arizona Department of Administration and 10 financings for Arizona State University in the last five years alone. Examples of our efforts as financial advisor on a recent financing for each of these issuers are provided below.

RBC Capital Markets served as the financial advisor to the Arizona Department of Transportation on its \$715.47 million Series 2013 Subordinated Highway Revenue Bonds issued in January of 2013. For this financing, we identified the opportunity for the Department to realize significant debt service savings through a refinancing of select maturities from various series and lien types of its outstanding HURF Bonds, while restructuring the Department's annual debt service payments to accommodate and create the capacity to borrow \$230 million for new capital projects. The Department had a number of goals associated with the financing such as meeting its cash flow requirements, creating current debt capacity to meet its existing capital funding needs while preserving future debt capacity to meet the Department's long-term financing requirements, meeting its additional bonds test contained in the Arizona statutes and the bond legal documents, and achieving significant debt services savings through the refunding of existing debt. To accomplish these goals, we developed and provided over twenty different highly complicated analyses of various debt restructuring scenarios that included analyzing the refunding of both the Department's senior lien and subordinate lien debt, and the use of both of these security structures for the new refunding bonds that were being issued. The analyses, and ultimate the financing, also included the issuance of both tax-exempt Series 2013A Bonds as well as taxable Series 2013B Bonds to accomplish the desired financing structure for the Bonds. As a result of these efforts, we identified and recommended to the Department the approach and debt structure that best met all of the Department's needs.

Having identified the desired approach for the financing, we developed a proposed financing timetable that included all of the primary steps necessary in the financing process, and took a lead role in driving all of the financing participants to remain on the agreed upon schedule through the final closing of the financing. RBCCM also took the lead in all aspects of preparing a Preliminary Official Statement for the Department's active review, which included preparing multiple drafts of this document reflecting input from all of the financing participants, including the Department, all of which we typeset in-house in a "publication" ready format. We also reviewed all of the various legal documents associated with the financing, both to ensure that they reflected the business transaction that the Department was undertaking, as well as to provide another set of eyes to identify and correct any errors in drafts of the legal documents. As we do for virtually all of our financial advisory clients, RBCCM took an active role on the Department's behalf in developing a solicitation for the selection of underwriters for the transaction, as well as in evaluating all of the responses received and in providing summary information and making recommendations to the Department regarding the syndicate structure for the financing as well as the firms the Department might want to consider for the syndicate based on their capabilities and solicitation responses. RBCCM also took the lead on the Department's behalf in interacting with the credit rating agency services and in developing strategy for discussing the proposed financing and the Department's overall financial credit, and in participating with Department representatives in all meetings with the agencies. For the actual pricing of the Bonds, we provided specific direction to the lead underwriter to develop a marketing plan for the sale of the Bonds, which we then reviewed with and made recommendations to the Department as to how to proceed on various elements of that plan. We then monitored all aspects of the actual sale of the Bonds to investors with the Department and negotiated on their behalf with the underwriting syndicate to arrive at the final pricing for the Bond issue. As part of closing the Bond financing, we developed a final memorandum for the closing of the financing that detailed the various flows of funds and other steps required to close the issue and reviewed all of the various required closing documentation to ensure it correctly reflected the transaction. As part of the closing of the Bond financing, we prepared all of the final number runs associated with the issue, including providing updated debt schedules for all of the Department's newly outstanding Highway User Revenue Bonds that reflected the new money Bonds that were issued, the refunding bonds that were issued, and the remaining outstanding bonds of the Department after the refunding that was undertaken.

In February of 2013, we provided similar services to those outlined above to the Arizona Department of Administration in association with its \$62.63 million Refunding Certificates of Participation, Series 2013. The Series 2013 Certificates were issued by the Department to refinance existing Certificate obligations to generate debt service savings. RBCCM identified this opportunity for the Department as part of our ongoing financial advisory services where we regularly review issuer's outstanding debt for refunding opportunities based on current market interest rate conditions. The financing was split into Series 2013A and Series 2013B components as the



Exhibit A

Leased Property, or the collateral property, for each series was different. Rather than create two separate financings, RBCCM worked with the State's bond counsel for the financing to develop an approach where the 2013 Certificates could be issued through one offering document, but with two different series. This approach saved the State both time and money by realizing the efficiencies of undertaking one financing, instead of two. Given the larger combined size of the financing, it also made the issuance more attractive to a larger group of investors which helped reduce the State's overall borrowing costs. As we typically do for all of our financial advisory engagements, RBCCM played a direct and significant role participating in all aspects of the Certificate financing and in assisting and advising the Department throughout the process.

While we have served on more recent financings for Arizona State University, including in 2014, RBCCM served as financial advisor on a \$110.95 million System Revenue and Refunding Bond, Series 2013 for the University in January 2013. Similar to the Arizona Department of Transportation financing noted above, the University's 2013 Bonds involved the issuance of both tax-exempt Series 2013A Bonds as well as taxable Series 2013B Bonds, and included the issuance of Bonds for new money construction purposes as well as for refunding certain of the University's existing bonds for debt service savings. Initially, we worked with the University in the development of the debt structure and timetable for its new money borrowing designed to raise approximately \$87.6 million. In this regard, and similar to most financings we work on as a financial advisor, we provided numerous debt structuring analyses to the University for their review. Included in these analyses were various scenarios that involved the inclusion of a taxable bond component in order to provide financing for "non-governmental" or "private" purposes under the federal tax code as University's often have uses for a portion of their buildings (such as privately run food services or federal government research, as two examples) that may not be financed on a tax-exempt basis under the federal tax laws. In addition to these analyses regarding the new money portion of the University's financing, we also reviewed, as part of our ongoing financial advisory services, all of the University's outstanding Bonds for possible refunding opportunities to generate debt service savings. In doing so, we identified several maturities from two of the University's outstanding series of Bonds that based on current market rates made sense to consider for refinancing and which were then laddered into our structuring analyses. Over the several month period of the financing timetable, we continued to monitor the value of refunding these selected Bonds, as well as other Bonds, of the University to ensure that they provided sufficient refunding savings. In addition to our work with the University on the analytics and structuring of the financing components, we also undertook all of the typical services we provide as part of our financial advisory services including preparing multiple versions of the timetable for the financing, taking the lead in preparing all of the Preliminary and Final Official Statements for review by the University and other financing participants, assisting in the solicitation, review and evaluation of underwriters for the financing, serving as the lead contact for interactions with bond rating agencies, negotiating all aspects of the pricing of the Bonds with, and on behalf of the University, in working with the selected underwriting syndicate for the issue, reviewing all of the legal documents and closing documentation for the financing, and preparing all of the post pricing information and debt schedules for the multiple components of this particular Bond issue.

7.1.C. Describe how you will work with the Eligible Agency staff to prepare debt obligation financing plans, including alternative financing techniques, and make recommendations to maximize state objective and otherwise provide advice regarding financing transactions.

RBC Capital Markets takes a very collaborative approach in actively working with our clients on the development of their financing plans. Our efforts in that regard start with a basic foundation for the financial advisory relationship which is to make sure that we are fully knowledgeable of all of the debt related issues affecting the issuer and its debt programs. To create this foundational knowledge, we create a record of the existing debt profile of the issuer which reflects understanding all of their outstanding debt, the amortization and debt structure for that debt, any requirements that affect the issuer's legal debt capacity such as legislative provisions and/or legal covenants in existing documents, the credit ratings for the issuer's various types of debt, a review of the issuer's financial condition and trends in that regard, and any other debt related factors that may be relevant for any given issuer. For a new financial advisory engagement, we would review all of this information with the issuer to make sure in addition to all of this fact-based data, we understand the perspective of the issuer in terms of how they use debt, their perception of their debt portfolio, financial and other factors that they consider in issuing their debt obligations, and any information in terms of the process of issuing debt that they prefer.

Based on this knowledge, we would then make sure that we fully understand the issuer's goals and needs associated with any specific financing, as well as all of the details as to the purpose of the financing, desired financing terms or maturity lengths to consider, any sources of funding in addition to proceeds of the borrowing to be aware of and any other factors important to developing a financing plan for the borrowing. We are then able to combine these specific needs and goals with our in-depth knowledge of the issuer and its debt portfolio to develop



Exhibit A

a financing plan, or financing plan options, for the issuer's consideration. For most issuers, this process invariably involves a number of meetings and discussions where we present and explain various ideas or debt structuring scenarios and collaboratively work with the issuer to develop the end product or structure.

Regarding alternative financing techniques and ideas, RBC Capital Markets has long been at the forefront in developing innovative ideas for our financial advisory clients. These ideas run the gamut from developing more significant financing ideas or programs such as helping the Governor's office and Department of Administration to develop financing plans to help address the State's fiscal deficits in 2009-10, to the more daily effort involved in developing innovative solutions within a specific financing by applying our in-depth banking knowledge (an example might be how to create a new debt structure that does not require a reserve fund to replace a structure that does require one). Examples just in recent years of innovative alternative financing techniques and concepts we have developed include:

- Identifying an opportunity for the State Department of Economic Security to issue \$200 million of Unemployment Insurance Notes to bridge a funding gap in the State's Unemployment Insurance Trust Fund. This was a unique financing that had never been done before in Arizona and that only a few states in the country have undertaken. RBC Capital Markets conceived the idea for the State and developed all of the financing concepts and credit issues to enable this financing to occur, working with the Governor's Office, the Department of Economic Security and the Department of Administration.
- Identifying and conceiving multiple financing concepts for the Governor's Office of Strategic Planning and Budgeting to consider for helping to address the State's fiscal crisis in 2009-10. This effort ultimately led to the State being able to finance roughly \$1.4 billion of the State's deficit, as opposed to having to raise taxes or cut expenditures further to address this shortfall. Innovative financings that were created and deployed as part of this effort included the sale/leaseback of various state assets to leverage the limited assets the State had available to address its problems, as well as the creation of a new State Lottery Bond concept and the development of legislation to enable that concept that had never previously existed in the State.
- As previously mentioned in our proposal, we developed in conjunction with the Arizona Department of Transportation an extensive restructuring of portions of the Department's HURF Bonds to create capacity to borrow \$230 million of new money proceeds while preserving future debt capacity and achieving significant debt service savings.
- We are in the process of developing an innovative conduit financing for Arizona State University that involves the issuance of Lease Revenue Obligations by an Industrial Development Authority for a loan to a newly created non-profit entity that will acquire and renovate a facility for the University in Washington, D.C.

7.1.D. Describe how you will coordinate and assist with the preparation of all necessary debt documents, including Official Statements and relevant legal documents.

As previously noted, RBC Capital Markets takes pride in our method of approach and value added services in meeting our clients' needs. A key part of our efforts in this regard relates to our work with issuer clients on development and preparation of the Preliminary and Final Official Statements for any transaction, as well as our review of the legal documents. Regarding the preparation of Official Statements, RBCCM takes a lead role with our financial advisory clients in the initial development of these documents, as well as often doing the actual typesetting of the Official Statements (RBCCM was a leader in Arizona in using this approach as a way to avoid costly printer typesetting bills). We have found that this approach provides a much more consistent product for issuers to review, while also providing the benefit of ensuring that changes to improve disclosure made on prior Official Statements are reflected in any newer Official Statement so that our issuer clients do not have to start all over each time they undertake a transaction. This approach also provides cost savings to issuers by reducing the amount of time that the issuer's staff needs to take in reviewing the document as well as eliminating the cost that is incurred if a law firm or other third party typesets the document. As a part of this effort of developing drafts of the Preliminary Official Statement for review by the issuer and other financing participants, RBCCM's goal is to gather as much of the data and information as possible that needs to be included in the Official Statement. Given our extensive knowledge and experience in the municipal finance industry and with many issuers, we are able to prepare drafts of the legal security and structure for the financing, all of the details of the specific structure for the issue being undertaken and gather all of the economic and demographic type data included in the Official Statement, which reduces the time and cost of having either the issuer or other third parties gather this information.



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In taking the lead role in the development and preparation of the Official Statement, we also work with all of the other financing participants to ensure their active review of the document, and in a timely manner

On any given financing, we will often prepare 3-5 drafts of the Preliminary Official Statement as part of the development and review process. Our experience as a financial advisor across the country has taught us that it is important for all parties involved in a financing to carefully review and prepare the Official Statement and not just treat that effort like a step in the process to get through as quickly as possible. Consistent with that thinking, RBCCM will always recommend that the issuer and the financing participants conduct a thorough document review call prior to the actual printing of a Preliminary Official Statement to make sure all parties believe the offering document is complete and accurate. We also, as part of our review of any transaction, actively review the issuer's continuing disclosure requirements from any existing transactions and check these requirements against the actual history of information filed on the EMMA site. Our findings are then shared with the issuer to make sure that the issuer includes accurate disclosure regarding this issue in the Official Statement, which has become a more and more important issue in recent time.

7.1.E. Describe any other tasks, counsel or assignments that are normally and customarily performed by a Financial Advisor that is not specifically mentioned above methods of approach.

In addition to the services outlined above under methods of approach, RBC Capital Markets regularly provides a number of other services as part of our value added approach to providing financial advisory services. These additional services can take many different forms, but generally they are driven by our belief that we should look to be helpful in all reasonable ways to our financial advisory clients on their debt related issues. Examples of services we regularly provide to financial advisory clients include

- Reviewing legislation that may impact our clients from a debt or credit standpoint. Our efforts in this regard range from identifying and analyzing proposed legislation that we believe may be impactful to issuers and making them aware of it, to analyzing or working on legislation that our clients identify and/or are seeking. In many cases, we also develop drafts of legislation to enable financing approaches or concepts that RBCCM has created as part of meeting our clients' needs. We have done this in recent years for the Arizona Department of Transportation, for the Arizona Department of Administration and the Governor's Office, and for the State's three public universities, among others. Given our knowledge and recognized expertise in the municipal finance field, we are also very experienced in testifying before Legislative committees and in meeting with Legislators, their staff and others in the legislative process. As a former legislative staff person in the Arizona State Senate, Mr. Freund has drafted hundreds of legislative provisions over his career and brings this unique skill and knowledge to all of our financial advisory engagements. Mr. Dodd and Mr. Snider also have extensive experience reviewing and analyzing proposed legislation and have testified at the Legislature and met with Legislators on a number of proposed legislative bills over the years. No other firm really matches RBCCM's knowledge and reach in this area and most firms lack the resources and knowledge to provide this type of service at all.
- Taking the lead in rating agency surveillance reviews and other rating inquiries between bond financings. Today, issuers are subject to regular rating surveillance reviews by all three of the rating agencies. These reviews are required by the agencies to occur no less frequently than every 18 months. For our financial advisory clients, RBCCM takes the lead in responding and interacting with the rating agencies on behalf of our clients. Similarly, the rating agencies often make inquiries of our issuer clients regarding things such as legislative changes, litigation issues that may come up, requests for update information on issues such as pension or other post-employment benefit funding. As we do generally with rating agencies, RBCCM typically takes the lead in responding to these requests on behalf of, and in conjunction with our clients.
- Providing debt schedules and other debt related information (such as the value of refundings) for purposes of assisting our clients in their financial statement reporting and in the development of their annual budgets.
- Updating our clients on regulatory and other changes affecting the municipal debt markets. This has become a more and more extensive requirement with the significant amount of additional regulatory burdens federal regulators have placed on the municipal market from the SEC's Municipal Advisory Rules to the SEC's continuing disclosure initiative and many other provisions.
- Assisting our clients in gathering and providing data in response to Internal Revenue Service audits of debt issues that are randomly undertaken by the IRS. As any issuer who has gone through one of these audits knows, the information requested as part of these random audits is extensive and RBCCM often provides much of this information from its files.

Exhibit A

These are but a few of the additional services that RBCCM regularly provides to our financial advisory clients as part of our efforts to assist our clients

7.2 CAPACITY OF OFFEROR

7.2.A. Offeror shall submit copies of all applicable certificates, proof of SEC Registration, and licenses that can support Offeror's ability to provide services.

Pursuant to the provisions of the Dodd-Frank Act and the Securities and Exchange Commission's rules, any firm intending to provide municipal advisory services to municipal entities was required to register on a temporary basis with the SEC in 2010. More recently, the SEC has required firms, and their associated individuals who provide municipal advisory services to submit permanent registration to the SEC. RBC Capital Markets submitted the temporary registration materials to the SEC and became registered as a Municipal Advisor in 2010, our registration filing was amended as of April 21, 2011 as reflected on the SEC's list of registered Municipal Advisors and can be found on the SEC's website at <https://tts.sec.gov/MATR/>. RBC Capital Markets' registration number as reflected in the SEC's records is 866-00365-00. We are required by the SEC's rules to submit an application for the permanent registration of RBC Capital Markets and its associated individuals by July 31, 2014. The required materials are currently being assembled and will be submitted to the SEC on or prior to the required due date. We are also required to register as a Municipal Advisor with the Municipal Securities Rulemaking Board. Our registration with the MSRB is reflected on their website at <http://www.msrb.org/Registrants.aspx?listType=MA>.

7.2.B. Offeror to outline their capacity to provide the requested services Statewide.

The Royal Bank of Canada ("RBC") is a diversified global financial services company and a leading provider of financial products and services in personal and commercial banking, wealth management and trust, insurance, transaction processing, investment banking, interest rate and currency swaps, as well as a complete array of other financial products. In operation since 1869, RBC and its subsidiaries serve over 16 million corporate, governmental and individual clients through the effort of 79,000 employees in 44 different countries. RBC is one of the strongest, most stable banks in the world and has one of the highest credit ratings of any financial institution (Aa3/AA-/AA). RBC has a market capitalization of approximately \$93 billion. Various operating subsidiaries include

- One of the world's 10 largest money center banks
- A top 15 ranked global investment bank
- The seventh largest U.S. retail brokerage firm
- A primary dealer in U.S., UK, Canadian and Australian Government obligations

RBC Capital Markets, LLC ("RBCCM") is an indirect wholly-owned broker-dealer subsidiary of the Royal Bank of Canada and is headquartered in New York City. RBCCM is a full-service investment bank with over 7,100 professionals and support staff operating from 70 offices in 15 different countries. As detailed in the table below, RBC Capital Markets provides a full range of corporate and investment banking, sales and trading, research and related products and services to corporations, public sector and institutional clients in North America and specialized products and services globally.

Exhibit A

Global Investment Banking	Global Fixed Income, Equity and Commodities	Global Markets	Global Research
<ul style="list-style-type: none"> ▪ Convertible Debt ▪ Corporate Finance ▪ Municipal Finance ▪ Equity Capital Markets ▪ Infrastructure Finance ▪ Loan and High Yield Capital Markets ▪ Mergers and Acquisitions ▪ Private Placements ▪ Restructuring ▪ Syndicated and Leveraged Finance 	<ul style="list-style-type: none"> ▪ Commodities ▪ Credit ▪ Debt Capital Markets ▪ Derivatives ▪ Emerging Markets ▪ Financial Products ▪ FX ▪ Rates ▪ Research ▪ Structured Finance 	<ul style="list-style-type: none"> ▪ Convertibles ▪ Electronic Trading ▪ Equity Sales and Trading ▪ ETF Trading ▪ Options ▪ Program Trading 	<ul style="list-style-type: none"> ▪ 100+ Analysts ▪ Covering over 1,100 Equities and Credits ▪ Credit ▪ Economics ▪ Emerging Markets ▪ Equity ▪ Fixed Income and Currencies ▪ FX ▪ High Yield ▪ Rates

Provided below is a detailed description of RBCCM's corporate structure and of the investment banking and financial advisory practices and professionals which will be made available to the State and its agencies and political subdivisions

Ownership Structure and Ratings

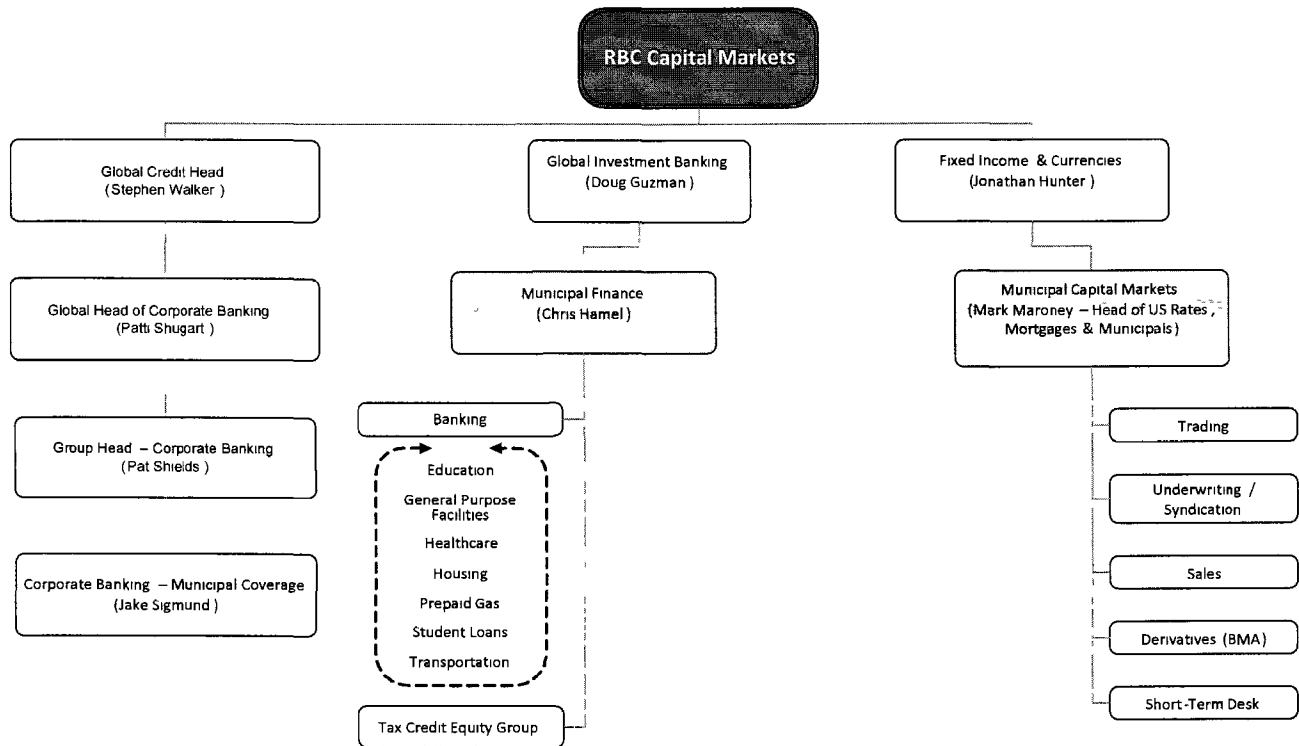
RBC is a publicly-traded global financial services company. RBC has distinguished itself as one of the few major global financial institutions to have maintained a strong capital position without receiving any governmental funding or support. RBC's balance sheet strength and credit stability have allowed us to be an effective underwriter in difficult market environments, while providing confidence to investors that the firm will continue to provide liquidity and secondary market support. Our capital strength also speaks to our staying power as

RBC Credit Ratings			
	Moody's	Standard & Poor's	Fitch
Royal Bank of Canada	Aa3	AA-	AA
Wells Fargo	Aa3	AA-	AA-
JP Morgan	Aa3	A+	AA-
Barclays	A2	A+	A
Citi	A3	A	A
Bank of America	A3	A	A
Morgan Stanley	A3	A	A
Goldman Sachs	A3	A-	A

a broker-dealer providing financial advisory and underwriting services to municipal entities. Given our capital position, RBC maintains some of the highest ratings of any major North American bank and the highest of any bank active in the municipal market. This was reflected in August 2013, as RBC was **ranked 2nd in North America** and **15th in the World** in a *Global Finance* piece titled **"The World's 50 Safest Banks"**. In May 2013, *Bloomberg Business Week* ranked RBC as the **4th Strongest Bank in the World**. RBC's rating compared with other major institutions active in the municipal market is illustrated in the accompanying chart.

A key beneficiary of RBC's investment in its U.S. platform is RBCCM's Municipal Finance group. RBCCM is organized to provide investment banking and securities sales, trading and underwriting services to issuers of, and investors in, tax-exempt and taxable debt securities. As depicted in the chart below, Debt Markets is comprised of the Sales, Trading and Underwriting Departments and Global Investment Banking and Equity Markets is comprised of Investment Banking.

Exhibit A



Municipal Finance encompasses 285 individuals located in 23 offices throughout the country, including Phoenix. This includes 251 investment banking professionals, 9 of which are located in Arizona, and 57 municipal sales specialists, traders and underwriters.

Municipal Finance Group Structure

RBCCM provides our municipal clients with a full complement of services, including financial advisory services, traditional investment banking, underwriting, remarketing, derivatives counterparty, investment advisory, investment products and balance sheet solutions (including direct lending and direct purchases). The growth of our municipal finance practice has been built upon maintaining significant banking offices in select, major population centers across the country. These core market offices are staffed with municipal finance bankers that have significant expertise coupled with considerable knowledge of their specific market's economy, demographics and public finance laws. Through organizing our banking network in this fashion, we find that our core market bankers are more attuned to our clients' needs and issues as well as being more accessible to local issuers.

Complementing our regional banking focus, the Firm's Municipal Finance practice also is organized into core specialty sectors. These specialty areas require a more specific level of banking knowledge and expertise than a generalist investment banker can provide to truly meet clients' unique needs in these areas. Our specialty sector bankers are among the best in the country in their respective fields. RBCCM specialty banking teams work in conjunction with our locally based bankers to ensure that we provide the highest level of expertise and service in the industry.

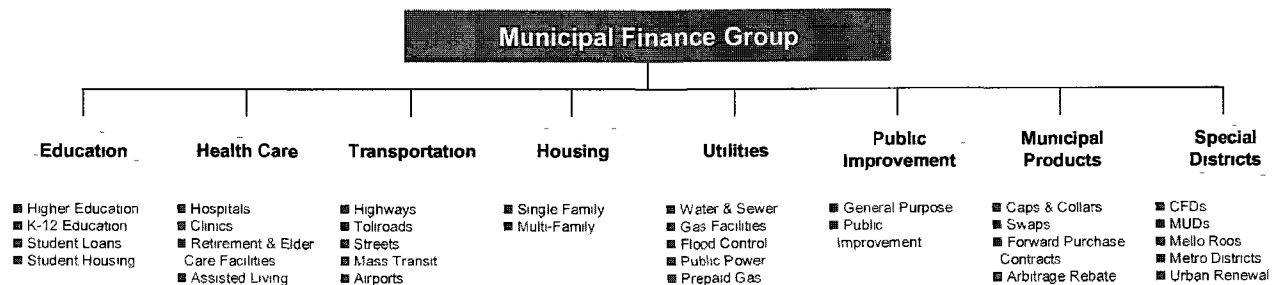


Exhibit A

This organizational structure allows RBCCM to utilize all of its available resources and expertise to provide our clients with the platform necessary to best execute future financings

Financial Advisory Experience and Expertise

Since its inception, RBCCM and its predecessor firms have always maintained a very prominent and extensive financial advisory practice. Unlike many of our large Wall Street competitors who generally don't provide financial advisory services to local governments, RBCCM has historically provided this service due to our far more decentralized approach to servicing the needs of municipal issuers. That approach, which involves locating investment banking offices in 27 locations across the United States, is focused on embedding our investment bankers in local communities where they are much more available to the clients they serve, as well as a part of the same community. As a result of this geographic and organizational structure, RBCCM is well positioned to provide the strong banking relationship and interaction that a successful and valuable financial advisory relationship requires.

Firm	Par Amount (\$Bn)	Rank	Share	# of Issues
Public Financial Management Inc	212,233.1	1	17.4	4,822
Public Resources Advisory Group	188,765.1	2	10.5	736
FirstSouthwest	132,274.7	3	7.4	3,264
A/C Advisory Inc	57,514.5	4	3.2	226
Lamont Financial Services Corp	54,952.8	5	3.1	246
Acacia Financial Group Inc	49,974.5	6	2.8	636
Montague DeRose & Associates LLC	38,525.0	7	2.2	161
Piper Jaffray & Co	37,706.6	8	2.1	1,156
RBC Capital Markets	36,294.5	9	2.0	918
Kaufman Hall & Associates Inc	35,077.6	10	2.0	330
Top 10 Firms	943,318.4	-	52.7	12,165
Industry Total	1,793,263.0	-	100.0	58,210

Source: Thomson Reuters Date: 03/26/2014

This strategic focus, coupled with the top expertise and experience of our financial advisory bankers and the national capabilities and resources of a leading Wall Street firm, has continued to keep RBCCM among the top financial advisory firms in the country. As reflected in the chart on this page, for the five-year period from 2009 through 2013, RBCCM was ranked 9th nationally in providing financial advisory services to municipal issuers.

Arizona Financial Advisory Experience

In addition to our experience as a top national financial advisor, RBCCM has over eight decades of experience in Arizona, far longer than any other firm in the State. Since RBCCM began serving Arizona issuers in 1931, the firm has continuously provided municipal investment banking and financial advisory services to virtually every municipality (city, county, school district, community college district, state agency, special district, etc.) in the State. With this longevity, it is not surprising that RBCCM consistently ranks as the foremost firm providing financial advisory services in Arizona. Staffed

Year	Rank	Par Amount	# of Issues
2013	1	1,390.40	12
2012	1	680.90	11
2011	1	1,171.90	10
2010	1	2,099.40	14
2009	2	1,527.10	17

Source: Thomson Reuters Date: 03/26/2014

with 11 professional and support personnel, RBCCM's public finance practice is the largest of any firm located in the State. Given the depth of our local resources, we are able to offer, and actually provide, more timely service and more experienced personnel than any of our competitors. **During the period of January 1, 2009 to December 31, 2013, RBCCM provided financial advisory services on 64 separate bond sales across all regions of Arizona totaling over \$6.8 billion, which ranks 1st for that 5 year period.** As the chart above illustrates, RBCCM was once again ranked number one for financial advisory services in Arizona during calendar year 2013.

Recent Growth of RBCCM's Public Finance Department

While many firms have downsized or eliminated their municipal finance and markets businesses, staffing in RBC's Municipal Bond Department has grown 267% over the last 10 years. RBCCM's municipal finance group employs 251 investment banking professionals and 34 support staff and our municipal markets sales, trading and underwriting group employs 57 professionals – the largest commitment to municipal banking, sales, trading and underwriting in the nation. In the past five years, RBCCM has hired over 76 public finance bankers from other major Wall Street firms, including UBS, JP Morgan, Goldman Sachs, Citigroup, Morgan Stanley, the former Bear

Exhibit A

Stearns and the former Lehman Brothers The accompanying chart illustrates the headcounts of the Municipal Finance department

Municipal bonds represent RBCCM's largest U S capital markets business line and are a cornerstone of our U S business strategy which is focused primarily on continued growth in Capital Markets and Wealth Management In addition to our extensive underwriting practice, we are one of the major credit providers to our U S governmental and not-for-profit clients Our credit exposure to the U S municipal market

RBCCM Municipal Finance Headcount				
Investment Banking / Sales, Trading, Underwriting and Products				
	12/31/2010	12/31/2011	12/31/2012	12/31/2013
Managing Director	55	51	53	54
Director	42	42	47	51
Vice President	57	57	48	52
Associate	52	51	52	53
Analyst	36	47	31	41
Administrative Assistant	31	33	29	34
Total	273	281	260	285

now totals over \$16.1 billion—up from \$5.73 billion in 2009. Our commitment to Arizona issuers dates back to 1931 with the founding of Refsnes, Ely, Beck & Co. as a Phoenix based regional brokerage firm and our commitment to public finance is demonstrated by our past performance, as a consistent leader.

Commitment to Public Finance

RBCCM is one of the largest and most active firms in the municipal market. In addition to our national financial advisory practice detailed in this proposal, RBCCM is also one of the top underwriting firms in the municipal banking industry. For example, in calendar year 2013, RBCCM was the fifth-ranked lead underwriter of negotiated municipal offerings by par value and the first-ranked lead underwriter by number of issues, as seen in the accompanying charts. The firm has been the most active lead manager for negotiated issues twelve of the past thirteen years. While RBCCM will not serve as a bond underwriter to the City during the time period we are engaged to be its financial advisor, **it is important to understand that a benefit of maintaining our role as one of the most active underwriting firms is that RBCCM has more frequent contact with all classes of investors, which translates into more experienced sales, trading and underwriting teams, and more knowledgeable financial advisory bankers who truly know the market.** Superior market intelligence results from this frequency of underwriting activity and as a result, the most accurate pricing guidance for both our financial advisory and underwriting clients, and best possible execution/lowest interest rates for our underwriting clients' transactions.

National Lead Manager League - Table by Par Amount				
Negotiated, True Economics to Bond Manager				
4/1/2013 - 12/31/2013				
Par	Amount	Wt.	Number of	
Firm	(\$55 mil)	Rank	Issues	
Bank of America Merrill Lynch	29,205.0	1	12.9	260
Citi	28,255.9	2	11.7	263
J P Morgan Securities LLC	27,468.1	3	11.3	234
Morgan Stanley	17,634.2	4	7.3	144
RBC Capital Markets	16,379.0	5	6.8	532
Goldman Sachs & Co	16,365.1	6	6.8	87
Barclays	12,710.7	7	5.2	105
Wells Fargo & Co	12,266.0	8	5.1	152
Piper Jaffray & Co	8,685.0	9	3.6	458
Raymond James	8,163.3	10	3.4	291
Industry Total	242,475.6	-	100.0	6,742

National Lead Manager - by # of Issues				
Negotiated, True Economics to Bond Manager				
4/1/2013 - 12/31/2013				
Par	Amount	Wt.	Number of	
Firm	(\$55 mil)	Rank	Issues	
RBC Capital Markets	16,379.0	1	6.8	532
Bank of America Merrill Lynch	29,205.0	2	7.8	260
Citi	28,255.9	3	7.8	263
Piper Jaffray & Co	8,685.0	4	3.6	458
D A Davidson & Co	1,938.1	5	1.1	345
Raymond James	8,163.3	6	3.4	291
Robert W Baird & Co Inc	3,207.7	7	1.9	281
Citi	28,255.9	8	3.9	263
Bank of America Merrill Lynch	29,885.0	9	3.9	260
J P Morgan Securities LLC	27,468.1	10	3.5	234
Ameritas Investment Corp	718.7	11	0.3	213
Industry Total	242,475.6	-	100.0	6,742

Source: Thomson Reuters Date: 03/26/2014

7.2.C. Offeror shall provide address of the Offeror's main office and any satellite offices.

RBC Capital Markets' main office, and the main office for our municipal finance and municipal advisory services, is located in New York City at the address noted below. As a major financial services firm, RBC Capital Markets has many offices spread across the United States, Canada and the rest of the world that house employees in all of the various business lines that we pursue within our capital markets business. We have provided below the addresses



Exhibit A

of our Municipal Banking offices throughout the United States as these are most responsive to the State's solicitation

RBC Capital Markets – Main Office

3 World Financial Center
200 Vesey Street
New York, NY 10281-8098

RBC Capital Markets – Satellite Offices

2398 East Camelback Road, Suite 700
Phoenix, AZ 85016

777 South Figueroa Street, Suite 850
Los Angeles, CA 90017-5852

Two Embarcadero Center, 12th Floor
San Francisco, CA 94111

1801 California Street, Suite 3850
Denver, CO 80202

1650 Prudential Drive, Suite 101
Jacksonville, FL 32207

100 2nd Avenue S, Suite 800
St Petersburg, FL 33701

500 West Madison Street, Suite 300
Chicago, IL 60661

225 Franklin Street, 21st Floor
Boston, MA 02110

100 Light Street, Suite 2410
Baltimore, MD 21202

60 South 6th Street, 15th Floor
Minneapolis, MN 55402

25 Hanover Road, 3rd Floor
Florham Park, NJ 07932

6301 Uptown Boulevard NE, Suite 110
Albuquerque, NM 87110

455 Patroon Creek Boulevard
Albany, NY 12206

255 East Fifth Street
Cincinnati, OH 45202

101 Oregon Pike
Lancaster, PA 17601

130 North 18th Street
Philadelphia, PA 19103

345 Wyoming Avenue, Suite 205
Scranton, PA 18503

200 Crescent Court, Suite 1500
Dallas, TX 75201

1001 Fannin Street, Suite 1200
Houston, TX 77002

303 Pearl Parkway, Suite 220
San Antonio, TX 78215

299 South Main Street, Suite 2000
Salt Lake City, UT 84111

1918 8th Avenue, Suite 3600
Seattle, WA 98101

7.2.D. Offeror to provide an organizational chart, which clearly shows the reporting and lines of authority, to include all proposed key personnel with their title and any proposed subcontractors. The organizational chart shall also list prime point of contact between the Proposers and the State of Arizona

RBC Capital Markets has the largest and most experienced investment banking team in Arizona, covering every type of issuer and credit. While the primary members of the State of Arizona's service team are Kurt Freund, Nick Dodd and Megan Wienand, all of the individuals listed are located in Phoenix and within fifteen minutes of the State's offices. These individuals and their supporting teams also provide financial advisory services to issuer clients across the State of Arizona. Mr. Freund has participated in every debt issuance of the Arizona Department of Transportation and Arizona Department of Administration since 1989. He has also participated as an underwriter on financings for the School Facilities Board and the Water Infrastructure Finance Authority, and co-authored the original study leading to the creation of the Greater Arizona Development Authority. Mr. Freund also provides financial advisory services to many other issuers across the State, including all three of the State's universities as well as Maricopa County Community College District. Given his significant involvement in most debt issuances that have been undertaken by State level agencies over the past twenty-five years, as well as his active



Exhibit A

RBC Capital Markets Arizona Banking Team
Kurt Freund, Managing Director
John Snider, Managing Director
Jeffrey Wagner, Managing Director
Nick Dodd, Director
William Wildman, Director
Megan Wienand, Vice President
Phong Pham, Vice President
Loren Morales, Associate
Kathryn Pong, Associate
Austin Lahr, Analyst

role advising the Governor's office and legislative leadership on financing matters, he is able to provide experience and expertise above and beyond that of a typical senior financial advisor. Mr. Freund also oversees the RBC Capital Markets national Financial Advisory Group as well as manages all of the bankers and other employees in the Arizona municipal market of RBCCM.

Mr. Dodd also has significant experience with State and State level financings. Mr. Dodd provided investment banking, analytical and financial modeling support to the State for over 8 years and with Mr. Freund has been the primary senior contact for all of the financings that the State and State level issuers have completed in the past three years totaling over \$2 Billion. Mr. Snider, another senior banker in the firm's Phoenix office and a specialist in local school finance in Arizona, has been with RBC Capital Markets in the Phoenix office for twenty-five years. During that time period, Mr.

Snider has provided additional support on several of the State's financings, as well as for a number of other State level issuers. Jamie Durando, RBC Capital Markets' senior municipal underwriter, brings over 25 years of municipal bond industry experience to the team, including considerable knowledge of how debt obligations price and investor market for Arizona issues. This knowledge is put to work in assisting all of our financial advisory clients in the pricing and sale of their debt financings.

In addition to these members of the team, RBC Capital Markets Phoenix office houses specialty bankers who work with other State level agencies or authorities, as well as all of the various political subdivisions throughout the State. For example, Bill Wildman, a housing and charter school specialist, has served as financial advisor to the Arizona Housing Finance Authority. Megan Wienand, a K-12 education specialist, works with many school districts and charter schools across Arizona. The rest of our banking team provides the analytical and processing support in working with all of our financial advisory clients.

The individuals responsible for providing financial advisory services to the State have significant experience in all areas of municipal finance, but are particularly knowledgeable about Arizona public finance, the State Constitution and applicable statutes, Agency rules and the local and state economy. Their experience covers all types of fixed rate and variable rate issues, as well as taxable and tax-exempt issues. While these individuals will provide the primary banking relationship to the various Agencies, the full banking resources of RBC Capital Markets are available to the State and political subdivisions in the state, and will be called upon on a case-by-case basis as needed for any given financing or any given issuer.

Supporting the efforts of the primary team on an as needed basis will be several other members of RBC Capital Markets' Municipal Finance Group. This group consists of other professionals throughout the RBC Capital Markets municipal finance system who have demonstrated expertise in providing financial advisor and investment banking services to state, local government and pooled borrowers around the nation. Key members in the Western United States include Paul Cassidy, Managing Director, Albuquerque, Matt Boles, Managing Director, Dallas and Jon Moellenberg, Managing Director, Denver. Their knowledge of financing techniques and mechanisms being used in other states is a valuable resource RBC Capital Markets provides to the State.

Some of the major state-level issuers that the bankers throughout the RBC Capital Markets system have served as financial advisor include:

- Arizona Department of Administration
- Arizona Department of Transportation
- Arizona State University
- Northern Arizona University
- University of Arizona
- Arizona Board of Regents
- Maricopa County Community College District
- Arizona Tourism and Sports Authority
- Arizona Housing Finance Authority
- Arizona Health Facilities Authority
- California Community College Financing Authority
- California Statewide Communities Development Authority
- Colorado Student Obligation Bond Authority
- Colorado Education Loan Program
- Colorado Department of Transportation
- State of Connecticut
- Connecticut Higher Education Supplemental Loan Authority
- State of Florida
- Florida Housing Finance Corporation
- State of Idaho

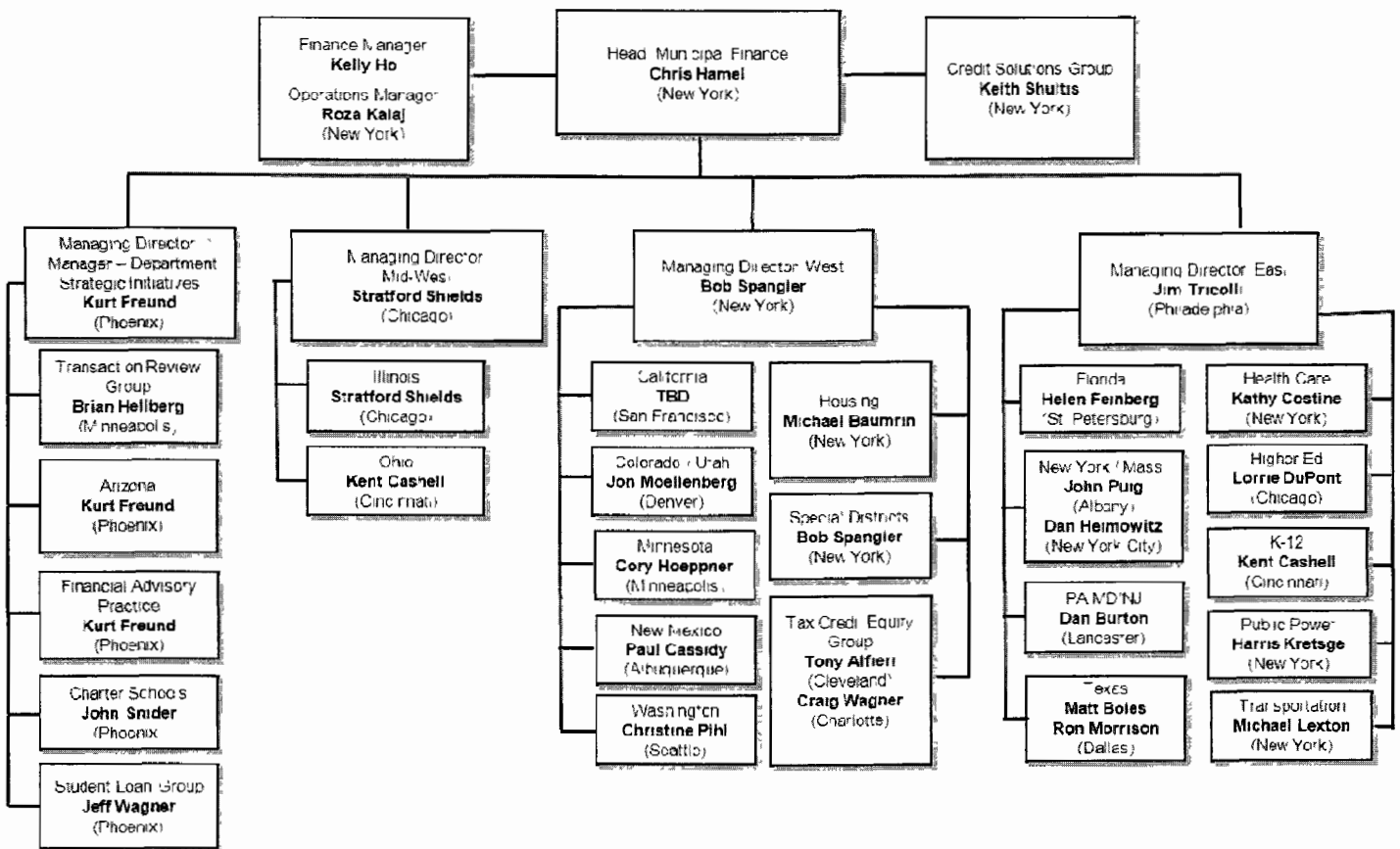


Exhibit A

- State of Illinois
- Indiana Bond Bank
- Kansas Development Finance Authority
- State of Michigan
- Mississippi Home Corporation
- Missouri Highways and Transportation Commission
- State of New York
- New York State Dorm Authority
- North Carolina State Educational Assistance Authority
- Ohio Housing Finance Agency
- Ohio Water Resources Board
- Ohio State Bond Bank
- Pennsylvania Higher Education Assistance Agency
- State of Texas
- Texas Department of Housing and Community Affairs
- Texas Veterans Land Board
- Texas Turnpike Authority
- State of Wyoming

While not requested in the State's Solicitation, we have included brief resumes for the primary banking team members in Appendix B of these materials

Provided below is an organization chart that outlines the reporting relationships within our Municipal Banking Department. Note that both the firms' national Financial Advisory Practice Group and the Arizona Municipal Banking office of RBCCM report to Kurt Freund, the lead contact for the State's solicitation



7.2.E. Offeror shall include proposed subcontractors, their contact information, certifications required for the performance of the Contract, as well as, the Subcontractor's proposed responsibilities under the Offeror's proposal

Please see the attached Subcontractors List form wherein we have indicated that RBC Capital Markets does not intend to use any subcontractors in providing services under this Solicitation of the State



Exhibit A

7.2.F. Offeror to list three (3) current contracts, including contact information, dollar amount of contract, services provided, and any contract non-performance issues in the appropriate area of the solicitation. In-state and/or government contracts are preferred.

Please see the attached Offeror's Current Contracts forms

7.2 G. Offeror shall disclose any litigation, investigations or actions pending or threatened against the firm or any individual associated with the firm by the United States Securities and Exchange Commission regarding the conduct of firm or its management in the last three years

RBC Capital Markets, LLC is a wholly owned indirect subsidiary of Royal Bank of Canada. Our response to this question is limited to matters involving the Municipal Markets business of RBC Capital Markets, LLC, the broker-dealer through which we conduct our municipal underwriting and financial advisory activities, as this is most responsive to the State's solicitation. RBC Capital Markets, LLC ("RBCCM") is an indirect, wholly-owned subsidiary of Royal Bank of Canada, a large global institution subject to many different legal and regulatory requirements in the United States, Canada and other jurisdictions. From time to time, RBCCM is a defendant or respondent in various litigations and arbitrations that arise in the ordinary course of business. RBCCM complies fully with its regulators in all litigations and arbitrations and in all settlements. RBCCM reaches The Financial Industry Regulatory Authority ("FINRA"), in furtherance of its responsibilities as the securities industry's self-regulatory organization pursuant to Section 15A(i) of the Securities Exchange Act of 1934, maintains a public database on registered broker-dealers and their associated persons known as BrokerCheck (<http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/>). The information made available through BrokerCheck is derived from the Central Registration Depository (CRD®), the securities industry online registration and licensing database. Information in CRD is obtained through forms that broker-dealers, their associated persons and regulators complete as part of the securities industry registration and licensing process, and to comply with comprehensive disclosure obligations imposed by FINRA and other regulators. RBCCM generally does not disclose litigations, arbitrations, or settlements except as required through CRD, and RBCCM makes no representations as to the existence or non-existence of any such litigations, arbitrations, or settlements beyond what is available through CRD. To the extent material to the financial results of Royal Bank of Canada, any litigation, arbitration, or settlement involving RBCCM also is disclosed in Royal Bank of Canada's financial statements, which may be obtained by visiting www.rbc.com/investorrelations/

7.2.H. Offeror is to describe its compliance related to the SEC Municipal Advisor regulations.

As one of the largest firms providing financial advisory and bond underwriting services to the municipal industry in the country, RBCCM takes our compliance with the laws, rules and regulations governing our industry very seriously. Given the very significant number of licensed and regulated people we employ and the significant regulated financial businesses we operate, RBCCM employs a full complement of regulatory licensing specialists, regulatory compliance specialists, and both internal and external regulatory lawyers to ensure our licensing and regulatory compliance efforts are fully addressed. Complementing these resources, we also maintain a Director of Policies and Procedures and a Transaction Review Group within our Municipal Banking Department who focus specifically on all of the regulatory issues that directly affect municipal finance and who directly report to Mr. Freund as a member of the Department's senior management and operating committee for the Municipal Banking Department.

Regarding the SEC's Municipal Advisor Rules, RBCCM has been at the forefront of firms in the industry in monitoring these Rules as they were developed by the SEC over the past 4 years, and in creating internal policies and procedures to ensure we are in compliance with the Rules. Dating back to the initial draft of the Rules released by the SEC in 2010, we have actively participated in discussions of the Rules, and in providing comments on the Rules, with industry groups, SEC commissioners and their staff and members of the Municipal Securities Rulemaking Board. We have also spoken extensively regarding the Rules at industry conferences including several for Arizona issuers. With the final release of the Rules last fall, RBCCM also developed extensive internal policies and procedures to guide our bankers' work efforts and interactions with issuers to ensure we are fully compliant with all aspects of the Rules. As part of this effort, we have held multiple extensive training sessions with all of RBCCM's bankers so that they are fully conversant with the requirements of the Rules and can advise the clients and potential clients with whom they interact of what the Rules require and the steps an issuer may want to take in light of the Rules. These include all of the provisions concerning the definition of a "municipal advisor" under the Rules, what constitutes "advice" versus "general information", what exemptions are available to underwriters in

Exhibit A

providing “advice”, provisions regarding an issuer’s use of the Independent Registered Municipal Advisor exemption, and many other provisions. We continue to stay abreast of all of the regulatory changes regarding the Rules including additional guidance that the SEC has provided to regulated entities, as well as the ongoing efforts of the Municipal Securities Rulemaking Board to develop their Rules over the next 6 to 18 months that provide even more specific regulatory requirements regarding the SEC’s Municipal Advisor Rule.

7.3 PRICING

7.3.A. Offeror shall provide pricing for Financial Advisor Services Statewide in accordance with all specifications in the Scope of Work, Terms and Conditions and Special Terms and Conditions for the entire term of this contract.

Please see Attachment I, Price Schedule under “Offer Forms and Certifications” herein

7.3.B. To submit pricing, Offeror’s shall follow all instructions stated on Attachment i, Price Schedule.

Please see Attachment I, Price Schedule under “Offer Forms and Certifications” herein



Exhibit A

Primary Banking Team	
<p>Kurt Freund <i>Managing Director</i> (602) 381-5365 kurt.freund@rbccm.com</p>	<p>Expertise: State specialist/transportation/higher education/generalist Experience: Mr. Freund is a Managing Director for RBC Capital Markets, LLC, the Manager of the firm's Arizona municipal banking operations and a member of the firm's Municipal Banking Management Committee. Mr. Freund is among the most experienced investment bankers working in the municipal finance arena and has extensive experience across a broad range of municipal financing structures. He has worked with virtually all types of issuers and political subdivisions over a career in the municipal bond industry that spans more than 25 years. During that time, he has led financings for state agencies, counties, cities, public universities, community colleges, nonprofit hospitals and a number of special financing authorities. Among the municipal entities he works extensively with in Arizona are the Governor's Office and many of the large State agencies, including the Arizona Department of Transportation, the Arizona Department of Administration, as well as all three of Arizona's public universities. Over the many years he has been in the business, Mr. Freund has developed and successfully completed many public/private partnership financings for facilities such as the University of Phoenix Football Stadium, several Cactus League baseball facilities, various mixed use developments and many other local development projects.</p> <p>Prior to becoming an investment banker, Mr. Freund served in a senior staff role for seven years with the Arizona State Senate, including as the Senior Financial Advisor to the Senate where he was responsible for drafting and analyzing legislation concerning statewide tax and expenditure policy. He has developed and drafted many Arizona statutory provisions, and is regularly called upon by the Governor's Office and the Legislative leadership and staff to provide input and advice on legislation and public policy issues.</p> <p>Mr. Freund is registered with the Financial Industry Regulatory Authority, Inc. and maintains Series 7, 24, 52, 53, 63 and 79 securities licenses. He holds a Bachelor's degree in economics from Arizona State University.</p>
<p>John Snider <i>Managing Director</i> (602) 381-5361 john.snider@rbccm.com</p>	<p>Expertise: K-12 education specialist/higher education/generalist Experience: Mr. Snider joined RBCCM in 1989 and since that time has been involved with over \$10 billion in municipal bond financings for a variety of cities, counties, special districts, charter schools, school districts, universities and state agencies. While Mr. Snider has a wide variety of experience, his primary area of expertise has been financing for K-12 education borrowers, including charter schools.</p> <p>Mr. Snider heads RBC Capital Markets' Charter School Finance Group. Since 2000, RBC Capital Markets has financed in excess of 100 charter school projects for over 50 charter school organizations, securing over \$1.5 billion for acquisition, construction, renovation, leasehold improvements, refinancing and related costs for charter schools. RBC Capital Markets' Charter School Finance Group has financed charter schools in multiple states, including Arizona, California, Florida, Illinois, Indiana, Massachusetts, New Jersey, North Carolina, Ohio and Texas. Mr. Snider has served as RBC's lead banker for Aspire Public Schools, BASIS Schools and Great Hearts Academies, among others.</p> <p>Outside of the K-12 education area, high profile bond financings lead and completed by Mr. Snider include \$350 million of research facilities for the University of Arizona and \$450 million for the Arizona Sports and Tourism</p>



Exhibit A

	<p>Authority's share of the home stadium of the NFL Arizona Cardinals and MLB spring training facilities</p> <p>Mr Snider's community involvement includes sitting on several boards, including serving on the executive committees and as Board Chair of the Phoenix Boys Choir Association and Arizona School for the Arts, an excelling Arizona charter school, as well as being a member the board and advisory committee of the Arizona Charter School Association</p> <p>Mr Snider received his Bachelor's of Science degree in finance from Arizona State University, graduating summa cum laude, and his Masters in Business Administration from the University of Chicago He is registered with FINRA and maintains Series 7, 63 and 79 securities licenses</p>
<p>Jeffrey Wagner <i>Managing Director</i> (602) 381-5369 jeff.wagner@rbccm.com</p>	<p>Expertise: Education loan specialist Experience: Mr Wagner is a Managing Director in the Municipal Finance Group of RBC Capital Markets, LLC and divides his time between the firm's offices in Phoenix and Los Angeles He has primary coverage responsibility for the firm's student loan clients, as well as for several colleges and universities in California</p> <p>He has completed over \$48 billion in financings on behalf of 35 separate organizations since 1986, including state agencies, nonprofit organizations and private colleges and universities, and is responsible for introducing numerous new financing products, debt structuring techniques and computer modeling innovations His current clients include the Utah State Board of Regents, Minnesota Office of Higher Education, Pennsylvania Higher Education Assistance Agency, Midwestern University, New Hampshire Higher Education Loan Corporation, Alaska Student Loan Corporation and NorthStar Education Finance</p> <p>Mr Wagner is a registered securities representative, currently holding Series 7, 63 and 79 licenses, and holds a B.S. in Business Administration from the State University of New York at Albany, with concentrations in Finance and Management Information Systems, and an M.B.A. in Finance from Columbia University's Graduate School of Business</p>
<p>Nick Dodd <i>Director</i> (602) 381-5360 nick.dodd@rbccm.com</p>	<p>Expertise: State specialist/higher education/generalist Experience: Mr Dodd is a Director in the Phoenix Municipal Finance office of RBC Capital Markets</p> <p>Mr Dodd joined RBC Capital Markets in 2001 Prior to joining the firm he spent a year with A.G. Edwards & Sons, Inc and three years with a regional municipal bond underwriter in California During this time, he has participated in the issuance of over \$10 billion in municipal bonds Mr Dodd has served as lead banker or co-lead banker to a wide variety of issuers with his primary responsibilities including all aspects of client management, debt structuring and transaction execution</p> <p>Mr Dodd has been involved with financings for a number of state agencies including the Arizona Department of Administration, the Arizona Department of Transportation and the Arizona School Facilities Board Mr Dodd is very active working with cities and towns in Arizona including the cities of Phoenix, Mesa, Tucson, Tempe, Chandler, Gilbert and Casa Grande to name a few Mr Dodd is active in the higher education sector having worked with a number of universities in the western United States including Arizona State University, the</p>



Exhibit A

	<p>University of Arizona, Northern Arizona University, the University of Utah and Midwestern University as well as almost every community college district in the State of Arizona Finally, Mr Dodd is a member of RBC Capital Markets special district sector and covers all CFD and related special district financings for the firm within the State of Arizona</p> <p>Mr Dodd is involved in various community boards and associations including Arizona Government Finance Officers Association, Arizona City and County Managers Association and Arizona Town Hall Mr Dodd is a past member of The Gilbert Public Facility Municipal Property Corporation,</p> <p>Mr Dodd holds a Bachelor of Science degree in Finance from Southern Illinois University Mr Dodd is currently registered with FINRA with his Series 7, 63 and 79 securities licenses</p>
<p>William Wildman <i>Director</i> (602) 381-5364 william.wildman@rbccm.com</p>	<p>Expertise: Housing specialist/charter school finance Experience: Mr Wildman has 30 years experience in municipal finance serving as senior manager on over \$12 billion in transactions His areas of concentration include charter schools and affordable housing In 2010, two transactions on which Mr Wildman was the lead banker received recognition by The Bond Buyer among the 11 "Deal of the Year" regional winners This was the first time charter school transactions had received this recognition</p> <p>Mr Wildman's clients include charter schools throughout the country as well as various affordable housing developers in Arizona</p> <p>Mr Wildman is a graduate of the University of Colorado and holds a master's degree from Colorado State University He served for 10 years on the Board of Trustees of the Colorado Springs School, a private K-12 school in Colorado Prior to entering the municipal finance sector, Mr Wildman was the planning director for El Paso County, Colorado (Colorado Springs) He is registered with FINRA and maintains Series 7, 63 and 79 securities licenses</p>
<p>Megan Wienand <i>Vice President</i> (602) 381-5367 megan.wienand@rbccm.com</p>	<p>Expertise: K-12 education specialist Experience: Since joining RBCCM in 2001, Ms Wienand has worked with a variety of issuers within the State, with the majority of her experience in the K-12 education sector Ms Wienand is the lead banker for RBCCM's Arizona school district financing group She has represented most of the major school District issuers in the State including the District, Deer Valley, Paradise Valley, Tucson, Kingman, Flowing Wells and Mesa Unified School Districts and Pendergast, Fowler, Laveen, Madison, Creighton, Tempe and Litchfield Elementary School Districts</p> <p>Prior to joining RBCCM in 2001, Ms Wienand worked in Public Finance for Ernst & Young LLP During her three years at Ernst & Young, she worked in the Arbitrage Rebate Group on municipal financings with issuers from more than fifteen states In that role, she developed both new money and refunding issue experience in cash flow analysis and investment of bond proceeds</p> <p>Ms Wienand graduated from the University of Arizona with Bachelor of Science degrees in both Accounting and Finance Ms Wienand is a registered securities representative currently holding Series 7, 53, 63 and 79 licenses Ms Wienand is active in the community and sits on several boards including the Boards of the Phoenix Public Library Foundation and the Madison Education Foundation</p>



Exhibit A

<p>Phong Pham <i>Vice President</i> (602) 381-5370 phong.pham@rbccm.com</p>	<p>Expertise: Generalist/land-based financings Experience: Mr Pham is a Vice President in the Arizona Municipal Finance office of RBC Capital Markets</p> <p>Mr Pham joined RBC Capital Markets in the Phoenix office in 2006. Prior to joining the firm, Mr Pham worked in the public finance group of a regional investment bank and has over 15 years of combined accounting and finance experience.</p> <p>Mr Pham provides quantitative and analytical expertise, transaction support and has extensive experience in the structuring of bond transactions including performing cashflow and tax rate analysis. Mr Pham has also been involved in various general governmental bond transactions including general obligation bonds, excise/sales tax revenue bonds, utility revenue bonds, traditional and charter school district bonds, and special district bonds. Mr Pham has been involved in over 35 Community Facilities District (CFD) transactions totaling over \$255 million par amount of bonds including some of the largest CFD transactions completed in Arizona. In addition, he has also served a number of Arizona issuers including City of Phoenix, City of Tucson, City of Flagstaff, City of Mesa, City of Scottsdale, City of Prescott, Greater Arizona Development Authority, and Arizona Water Infrastructure Financing Authority, to name a few.</p> <p>Mr Pham is formerly a Certified Public Accountant having previously worked for the State of Michigan Office of the Auditor General and Deloitte & Touche LLP. Mr Pham holds a Bachelor's degree in accounting from Grand Valley State University and is currently registered with FINRA with his Series 7, 52, 63 and 79 securities licenses.</p>
<p>Kathryn Pong <i>Associate</i> (602) 381-5359 kathryn.pong@rbccm.com</p>	<p>Expertise: State specialist/higher education/generalist Experience: Ms Pong is an Associate in the Arizona Municipal Finance office of RBC Capital Markets</p> <p>Ms Pong joined RBCCM in 2010. Prior to joining the firm, Ms Pong worked at a regional investment banking firm for almost three years. Ms Pong has provided analytical services to various bond transactions including general obligation bonds, excise, utility and lease revenue bonds.</p> <p>Ms Pong received her Bachelor of Science degree in Medical Technology from the University of Santo Tomas, Manila, Philippines. Ms Pong is currently registered with FINRA with her Series 7, 63 and 79 securities licenses.</p>
<p>Loren Morales <i>Associate</i> (602) 381-5366 loren.morales@rbccm.com</p>	<p>Expertise: State specialist/higher education/generalist Experience: Mr Morales is an Associate in the Arizona Municipal Finance office of RBC Capital Markets</p> <p>Mr Morales joined RBCCM in 2013. Prior to joining the firm, he worked in Public Finance at a Financial Advisor firm in the State of Washington. Mr Morales has provided analytical services to various bond transactions including general obligation bonds, excise tax revenue bonds and various State university financings.</p> <p>Mr Morales received his Bachelor of Arts degree in Economic Theory from the American University in Washington, DC, and his MBA from IE Business School. Mr Morales is currently registered with FINRA with his Series 7, 52, 63 and 79 securities licenses.</p>



Exhibit A

<p>Jamie Durando <i>Managing Director/Co-Head Underwriting</i> New York, NY</p>	<p>Mr Durando is a Managing Director and Head of Municipal Syndication for RBC Capital Markets. His primary responsibilities include RBC Capital Market's underwriting engagements for major transactions nationally. Mr Durando has over 32 years of experience in Municipal underwriting and trading, having directed senior managed transactions in excess of \$65 billion in Municipal debt during his career. Prior to joining RBC Capital Markets in 2006, Mr Durando spent his career at Wachovia Bank and its predecessor organizations where he was a Managing Director and Manager of Municipal Trading and Underwriting.</p> <p>Mr Durando graduated from the University of Delaware in 1980 with a BS-Finance degree and Seton Hall University in 1984 with a MBA-Finance. Mr Durando is currently registered with the Financial Industry Regulatory Authority, Inc ("FINRA") with Series 7, 53, 63 and 79 securities licenses.</p>
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Exhibit A

Subcontractors List

APPENDIX B




Exhibit A

SUBCONTRACTORS LIST

Offeror to list any subcontractors and certifications proposed during the term of this contract. Offeror's shall provide requested information as outlined in Special Instructions of Offeror's, Section 4.9. If no subcontractors are proposed enter N/A next to the Organization Name field.

Subcontractor	
Organization Name.	N/A
Address:	
	Street Address
	City, State, Zip Code
Contact Information	Contact Name
	Phone Number
	Contact Email Address
Description of Services Provided	
Certifications Required (if applicable).	
Description of Services to be Provided	

Exhibit B

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1. Financial Advisor Services Price Schedule (Attachment I)

Offeror's shall complete Attachment I entitled "**Financial Advisor Services Price Schedule**", and provide all requested information according to the instructions

Attachment I is found in Attachments section of ProcureAZ under the file named "**Financial Advisor Services Price Schedule**"

2. ProcureAZ Electronic System Requirement:

To ensure Offeror submits a valid bid, Offeror shall enter a one (1) dollar in the "Unit Cost" field on the "Items" tab in ProcureAZ, **as a zero (0) will be considered a NO-BID** by the system.

For assistance call the ProcureAZ Help Desk: 602-542-7600

PRICING SCHEDULE – REVISED

The Offeror shall develop and submit six pricing schedules as per Attachment I, using the methodologies described below. In each instance, the Offeror shall indicate the pricing for collateralized, non-collateralized, and pooled structure. Pricing must be provided in an all-inclusive basis.

1. The Offeror shall provide an all-inclusive fee, based on the size, or size range, for financial transactions. Fees shall be stated as a dollar amount.

PRICING SCHEDULE NUMBER ONE:


Per Bond Pricing Structure:

The Offeror shall indicate the fee per \$1,000 of the face value of the financing for each financing transaction undertaken by the Eligible Agency. The Offeror shall indicate any changes in the fee per \$1,000 based on the size of the financing and shall indicate any minimum or maximum fees per financing transaction.

The Offeror shall separately state the fees per \$1,000 for a collateralized structure and for a non-collateralized structure.

The Offeror should also indicate if a price differential is available for transactions subsequent to the first financing.

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A. COLLATERALIZED STRUCTURE PER \$1,000:

<u>Principal Amount of Issue</u>	<u>Fee</u>
<u>Principal amount of series less than \$30 million</u>	<u>\$2 00*</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1 80*</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1 60*</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1 40*</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1 30*</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1 20*</u>

B. NON-COLLATERALIZED STRUCTURE PER \$1,000:


<u>Principal Amount of Issue</u>	<u>Fee</u>
<u>Principal amount of series less than \$30 million</u>	<u>\$2 00*</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1 80*</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1 60*</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1 40*</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1 30*</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1 20*</u>

C. POOLED STRUCTURE PER \$1,000:

<u>Principal Amount of Issue</u>	<u>Fee</u>	<u>Incremental Cost per Borrower</u>
<u>Pnncipal amount of series less than \$30 million</u>	<u>\$2 00*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1 85*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1 65*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1 45*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1 35*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1 25*</u>	<u>\$10,000</u>

* The fee per \$1,000 principal amount for collateralized or non-collateralized issues is subject to a minimum fee for fixed rate financings of \$50,000 per financing series, for variable rate financings, the minimum fee is \$60,000 per financing series. The fee per \$1,000 principal amount for pooled financing structures is subject to a minimum fee for fixed rate financings of \$50,000 per financing series, for variable rate financings, the minimum fee is \$60,000. For the initial issuance of any newly created financing, an additional fee of \$30,000 would be charged due to the additional time and effort involved in creating such a new structure or financing program. For issues involving the refunding of existing debt obligations, an additional fee of up to \$25,000 would be charged based on the complexity of the refunding. In all cases, to avoid any perceived conflict and to ensure fees are fair and consistent across all issuers, fees would be calculated against the greater of the par amount or the proceeds of the issue.

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PRICING SCHEDULE NUMBER TWO (COLLATERALIZED, NON-COLLATERALIZED, AND POOLED):

Hourly Rates: The Offeror shall provide a schedule of hourly rates for each Key Person *who may provide services described in the Scope of Work*. The Offeror shall indicate any minimum or maximum fees for such services or per financing transaction (use a separate sheet if necessary)


A. COLLATERALIZED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>All other senior level bankers</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>All other analyst level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>

B. NON-COLLATERALIZED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>

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<u>All other senior level bankers</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>All other analyst level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>

C. POOLED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>All other senior level bankers</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>All other analyst level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>

* The fee for collateralized or non-collateralized issues is subject to a minimum fee for fixed rate financings of \$60,000 per financing series, for variable rate financings, the minimum fee is \$75,000 per financing series. The fee per \$1,000 principal amount for pooled financing structures is subject to a minimum fee for fixed rate financings of \$70,000 per financing series, for variable rate financings, the minimum fee is \$85,000. Hourly fee pricing would only apply to any debt obligation series of \$50 million or less. For the initial issuance of any newly created financing, an additional fee of \$30,000 would be charged due to the additional time and effort involved in creating such a new structure or financing program. For issues involving the refunding of existing debt obligations, an additional fee of up to \$25,000 would be charged based on the complexity of the refunding.

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PRICING SCHEDULE NUMBER THREE (COLLATERALIZED, NON-COLLATERALIZED AND POOLED):

Annual Retainer Fees:

The Offeror shall indicate an annual retainer price for all services described in the Scope of Work

The Offeror shall separately state the retainer price if a collateralized, non-collateralized or pooled structure is utilized

The Offeror shall indicate any limitations on the services to be provided under such a fee arrangement

Limitations: The Offeror shall indicate if any of the three pricing methodologies are unacceptable

- A. **Collateralized:** \$60,000 annually per Agency*
- B. **Non-Collateralized:** \$60,000 annually per Agency*
- C. **Pooled:** \$60,000 annually per Agency*


* Under this pricing approach, our services would be limited to the Scope of Work items not specifically related to the issuance of any obligations and we would discount proposed per bond pricing fees for any issuance by 7.5%. The annual retainer would need to be paid prior to any services being provided in any fiscal year

PRICING SCHEDULE NUMBER FOUR (KEY PERSON WITH HOURLY RATE):

The Offeror shall indicate hourly rates for other financial advisory activities described in the Scope of Work (associated with a bond issue transaction).

<u>Name of Key Person</u>	<u>Title</u>	<u>Hourly Rate*</u>
<u>Kurt Freund</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>John Snider</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>Jeff Wagner</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>Nick Dodd</u>	<u>Director</u>	<u>\$535 per hour</u>
<u>Bill Wildman</u>	<u>Director</u>	<u>\$535 per hour</u>
<u>Megan Wienand</u>	<u>Vice President</u>	<u>\$415 per hour</u>
<u>Phong Pham</u>	<u>Vice President</u>	<u>\$415 per hour</u>
<u>Kathryn Pong</u>	<u>Associate</u>	<u>\$415 per hour</u>
<u>Loren Morales</u>	<u>Associate</u>	<u>\$415 per hour</u>
<u>Austin Lahr</u>	<u>Analyst</u>	<u>\$300 per hour</u>
<u>Jamie Durando</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>All other senior level bankers</u>		<u>\$535 per hour</u>
<u>All other officer level bankers</u>		<u>\$415 per hour</u>
<u>All other analyst level bankers</u>		<u>\$300 per hour</u>

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* Fees are for “other financial advisory activities” associated with a bond issue transaction in addition to the fees set forth in Pricing Schedule Number One

PRICING SCHEDULE NUMBER FIVE (KEY PERSON WITH HOURLY RATE):

The Offered shall indicate hourly rates for other financial advisory activities described in the Scope of Work (not associated with a bond transaction).

<u>Name of Key Person</u>	<u>Title</u>	<u>Hourly Rate</u>
<u>Kurt Freund</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>John Snider</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>Jeff Wagner</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>Nick Dodd</u>	<u>Director</u>	<u>\$535 per hour</u>
<u>Bill Wildman</u>	<u>Director</u>	<u>\$535 per hour</u>
<u>Megan Wienand</u>	<u>Vice President</u>	<u>\$415 per hour</u>
<u>Phong Pham</u>	<u>Vice President</u>	<u>\$415 per hour</u>
<u>Kathryn Pong</u>	<u>Associate</u>	<u>\$415 per hour</u>
<u>Loren Morales</u>	<u>Associate</u>	<u>\$415 per hour</u>
<u>Austin Lahr</u>	<u>Analyst</u>	<u>\$300 per hour</u>
<u>Jamie Durando</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>All other senior level bankers</u>		<u>\$535 per hour</u>
<u>All other officer level bankers</u>		<u>\$415 per hour</u>
<u>All other analyst level bankers</u>		<u>\$300 per hour</u>

PRICING SCHEDULE NUMBER SIX:

Optional Pricing: The Offeror shall provide a firm, fixed, all-inclusive maximum fee per Financing Transaction involving the sale of certificates regardless of the number of buildings acquired and equipment and the size of the issue


\$750,000 Maximum Fee (dollar amount) per Financing Transaction Offeror should also indicate how this fee will be calculated (hourly rates, etc)

The fee can be calculated under Pricing Schedule Number One herein

Our proposed fees outlined in any Pricing Schedules noted above do not include any investment advisory services or services related to ancillary financial products such as interest rate derivative contracts or interest rate caps, collars or floors, which are not included in the Scope of Work If such additional services were requested, and we were able to provide such services, they would be subject to a fee payment at a negotiated fee approved in advance

In addition to the fees provided in the Pricing Schedules above, the following additional fees may apply, depending on the circumstances of the specific transaction

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For transactions in which RBCCM serves as a placement agent on a loan or securities purchased directly by a bank or other financial institution the fee would not exceed 2% of the total loan amount

Assembly and publishing of Official Statement or Placement Memorandum, a fee of not to exceed \$25,000 (typically for smaller issuers)

Supplemental interest certificates, capital appreciation securities, convertible capital appreciation securities, stepped coupon securities or securities with taxable interest the fee basis may be adjusted by not greater than \$2 50 per \$1,000

For assistance with complex financings or unique requests outside of the traditional services typically provided and contemplated in the Scope of Work, RBCCM could negotiate additional compensation with the non-State Agency local political subdivisions. Complex financings of such subdivisions may include, but are not limited to (1) title or real estate issues, (2) utility company acquisitions, (3) tax increment or land based financings (special districts), (4) public/private partnerships (5) financings involving conduit issuers (6) other circumstances requiring a significantly higher degree of complexity or effort

December 13, 2016

Mr. Brian Haynes
Applied Analysis
6385 S. Rainbow Blvd
Suite 105
Las Vegas, NV 89118

Dear Mr. Haynes:

Please accept this letter as my interest in being considered for one of the public member positions on the Las Vegas Stadium Authority Board of Directors. I am a ten year resident of Lake Las Vegas, a parent of two UNLV graduates (one a local hotel executive) and a fifty-three year fan of the Raiders going all the way back to my first game at Frank Youell Field in Oakland in 1963.

I believe I can bring a unique skill set to the Authority. I was City Manager for Lancaster, CA (pop. 145,000) for twenty years until my retirement in 2004 whereupon I started my own successful real estate development, brokerage and consulting firm. I retired from that in 2014 and am now looking for a new challenge to complement my recent volunteer work with the Cleveland Clinic Lou Ruvo Center for Brain Health.

Attached is the supplemental information requested. I look forward to hearing from you.

Sincerely,



JAMES C. GILLEY
18 Pyrenees Ct.
Henderson NV 89011
Jim.c.gilley@gmail.com

JAMES C. GILLEY ADDITIONAL INFORMATION

EDUCATION

B.A. – History, University of California, Berkeley
Attended 1967 – 1971

Masters of Public Administration, California State University, Hayward
Attended 1971 – 1973

EXPERIENCE

I enjoyed a twenty-year career as City Manager of Lancaster, CA (pop. 145,000), the northern most city in Los Angeles County. I was responsible for all services provided either directly or via special districts or contracts for our residents. As such I honed analytic; communication; negotiation; consensus building; management and decision making skills.

During my tenure I established and nurtured an aggressive sports tourism economic development program that mirrors the goals of the new Stadium Authority, although at a smaller scale. I was responsible for identifying target markets, establishing political consensus, creating financing mechanisms, managing facility development and ongoing maintenance.

KEY FACILITIES INCLUDED:

1. The Hangar – a \$15 Million, 4600 seat stadium for the Lancaster Jethawks, the Advanced A California League affiliate of the MLB Seattle Mariners. I managed every step of the process from negotiations with the team owners and league to Opening Day.
2. The James C. Gilley Lancaster National Soccer Center – a \$7 Million thirty-five field (five FIFA size) single site complex. As the largest one west of the Mississippi, it hosts local, regional and national activities, tournaments and championships with the American and Cal South Youth Soccer Associations.
3. The Big 8 – a \$6 Million eight field championship softball complex that hosts over 800 tournament teams in conjunction with the Amateur Softball Assn; US Specialty Sports Assn; Southern CA Municipal Athletic Assn; and CA Interscholastic Federation.

I believe that my successes in creating facilities for a robust sports tourism program has resulted in thousands of hotel and restaurant guests to the community and can assist the activities of the Las Vegas Stadium Authority as it strives to buttress our world class hospitality and entertainment experience for locals and visitors. In addition, I am very aware of the importance of having this project to assist the UNLV athletic program in recruitment and performance for highly sought after players as well as providing an even more enjoyable college experience for the student body and fans.

I truly believe that the Las Vegas Stadium will be another “jewel in the crown” for our region. I welcome the opportunity to be part of it.

December 15, 2016

Las Vegas Stadium Authority Board of Directors
c/o bhaynes@appliedanalysis.com

To Whom It May Concern:

I have followed with interest the recent work of the Southern Nevada Tourism Infrastructure Committee (SNTIC) and the ultimate passage of Senate Bill 1 (SB1) by the Nevada Legislature, which creates a Stadium District in Clark County responsible for the ownership and oversight of the NFL stadium project. As a longtime resident of Clark County, an active member of the community, and owner of a community and governmental affairs business that specializes in business facilitation and managing iconic events in Las Vegas, please accept this letter and attached application as my notice of interest to serve as a member of the Stadium Authority Board.

Serving as a member of the Stadium Authority Board is a great responsibility, which undoubtedly will have a long-lasting impact on our community. It is important that the commitment to serve on the Board not be taken lightly and that the members are up for the challenge of creating a sound structure by which Las Vegas can successfully serve as home to an NFL team; while at the same time working to maximize the community benefit.

I take great pride and find satisfaction in energetically confronting tough challenges and working collegially to find solutions to them. Not only does my background and experience detailed within meet the requirements established by SB1 with regards to having extensive event management experience, but I believe I can bring many other valuable attributes to the Board as well, such as:

- Consensus Building - capable of working towards decisions that support the Board's goals and objectives and willing to compromise when necessary to achieve those goals
- Community Liaison – enjoy established relationships with key stakeholders, business leaders and community representatives to assist in promoting the Board's ultimate vision and goals
- Decision Making – experienced in recognizing and working with various styles to facilitate group decision-making that is in the best interest of the group
- Organizing and Information Processing – able to learn quickly and to process and prioritize large amounts of written and verbal information
- Effective Communication Skills – strong listening skills coupled with the ability to clearly communicate
- Leadership – willing to make informed decisions and take calculated risks

In closing, I am committed to maintaining strong ethical standards while working closely and tirelessly with the other Board members to objectively seek solutions to challenges as they arise in implementing the vision of the SNTIC and the Nevada Legislature.

I appreciate your time and consideration. Hopefully, I have demonstrated the benefits I would add to the Board and clearly communicated my passion to be a part of bringing such an exciting project to fruition, further solidifying Las Vegas' position as the *Entertainment Capital of the World*. I look forward to your decision and encourage you to contact me should you wish to further discuss my qualifications or interest.

Sincerely,

A handwritten signature in cursive script that reads "Alise Haney". The signature is written in black ink and is positioned above the printed name.

Alise "Lee" Haney

Stadium Authority Board Application - Additional Information

EDUCATION:

University of Nevada, Las Vegas -- Masters in Business Administration (1993 – 1995)

Michigan State University-East Lansing, MI --Bachelor of Arts Degree (1987 – 1991)

EXPERIENCE:

Provide detailed information concerning your experience in the design, engineering and construction of major commercial projects and estimating the costs of the construction of major commercial projects.

In addition to my experience in event management and workforce/supplier development, training and diversity detailed below, I also have experience in purchasing and contract negotiation/management, which is crucial when designing and constructing a major commercial project of this magnitude. After earning a Bachelor's Degree in Materials and Logistics Management, I moved to Clark County and worked as the key Buyer/Contracts Manager responsible for bidding and negotiating contracts for all of the internal furnishings of the Clark County Government Center.

Provide detailed information concerning your experience in the field of stadium, arena or event management.

My qualifications to serve on the Stadium Authority Board incorporate over 20 years of local experience in the field of event management and include key roles in the production and execution of several iconic Las Vegas events. These include the Las Vegas Rock 'n' Roll Marathon Series, Rock in Rio, the Continental Cup, and Global Rally Cross. These events are responsible for a significant amount of economic impact to our community sourced to literally tens of thousands of participants they attract each year.

Last year, the Rock 'n' Roll Las Vegas Marathon & ½ Marathon Series (Marathon) alone generated over \$226 million in economic impact from more than 60,000 participants over race weekend -- 89% of whom came to Las Vegas from one of 49 other states or 65 countries around the world. The event filled over 108,000 hotel rooms and helped catapult the weekend from the 34th best weekend to the 8th best weekend in terms of hotel occupancy. Additionally, the

Marathon is the only private event to ever fully close Las Vegas Boulevard to vehicular traffic and has grown to become one of the largest marathons in the world.

The breadth of my responsibilities for these events include the coordination and oversight of the permitting process with the various governmental agencies, including Clark County, the City of Las Vegas, the City of North Las Vegas, Las Vegas Metropolitan Police Department, Nevada Department of Transportation, Nevada Highway Patrol, Southern Nevada Health District, Las Vegas Convention and Visitors Authority and Las Vegas Events. I serve as a key member of the community-relations team and primary liaison between the events and the Las Vegas business community. Among my primary responsibilities is to maximize the success of the event and to minimize disruption of normal business operations for those affected.

Provide detailed information concerning your experience in workforce development, training, diversity, or supplier engagement.

As the owner of a certified Disadvantaged Business Enterprise (DBE), I understand the challenges faced by small, local and disadvantaged businesses. I believe this experience will be particularly important to the Stadium Authority Board given the small business requirements set forth in Senate Bill 1.

Not only did I found my own community and governmental affairs business five years ago, but I am also a partner in a Capriotti's Sandwich Shop and the Village Pub & Grill in McCarran International Airport (McCarran), both of which are certified Airport Concession Disadvantaged Business Enterprises (ACDBE). I understand how these programs are designed and administered as well as utilized by small businesses.

My commitment to assist small, disadvantaged businesses, like mine, is exemplified and extends from the use of local professional service providers such as design and construction firms to the sourcing and utilization of local food and beverage producers and suppliers where available. I have also hired DBE certified vendors to clean and maintain our equipment. Both my education as a Materials and Logistics Management major and my past experience as a purchasing agent gives me the knowledge and skills necessary to effectively implement and execute initiatives that will foster and develop opportunities for similar business enterprises.

Equally important to the success of any business are its employees and the creation of a positive workplace that promotes professional growth. Through my experience as a business owner and manager, I have learned that a key to this is the investment in education and continual on-the-job training for employees. This creates an environment where employees can be comfortable, confident, and accountable, ultimately leading to longevity and service excellence. A practical example of this approach is McCarran Village Pub & Grill, where we have

retained over 70 percent of our employees since 2013; the industry norm is roughly 50 percent employee turnover each year.

Provide detailed information on your experience as a representative of the private sector and the education, experience, and skills that you possess that are necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Clark County Stadium Authority.

I believe my education, background and experience provide a unique skillset that bridges the public and private sector and would be beneficial to the Stadium Authority Board.

As the founder of H&H Enterprises (H&H), a boutique community and governmental affairs firm, I have extensive experience in providing clients with unparalleled, individualized service, including strategic consulting and business development as well as media, governmental, and community relations. For the 14 years prior to starting H&H, I was Executive Vice President of the Rogich Communications Group (RCG), a Las Vegas-based public relations and marketing firm with proven experience in providing world-class communications and business strategy. Prior to joining RCG, I served in a variety of capacities for Clark County government, working closely with elected officials to develop and implement public policy.

Through these various positions I've held over the past 25 years, I gained invaluable experience building strong relationships and working closely with a myriad of community, business, and political leaders throughout the State of Nevada. My contacts and representation span from Fortune 500 firms to niche businesses in the fields of gaming, entertainment, food service, home building and commercial development, transportation, architecture and engineering, healthcare, and technology.

In addition to H&H Enterprises, I am also a partner in a Capriotti's Sandwich Shop franchise in Southern Highlands and at the Las Vegas Convention Center as well as in the Village Pub & Grill in McCarran's Terminal 3.

In 1991, I moved to Las Vegas after earning my undergraduate degree from Michigan State University and obtained a Masters of Business Administration from the University of Nevada, Las Vegas. I have resided in Las Vegas ever since, and I am actively involved in the community. In addition to running my businesses, I proudly volunteer on several charitable and community boards, including the Clark County Credit Union, Nevada Child Seekers (President), Friends of Metro, and the Opportunity Village ARC Board (2nd Chair).

**APPLICATION FOR BOARD OF DIRECTORS OF THE LAS VEGAS
STADIUM AUTHORITY CREATED BY SENATE BILL 1 OF THE 30TH SPECIAL
SESSION OF THE NEVADA LEGISLATURE**

Interest Application

(Note: This document and accompanying materials become
public record once they are received by the Stadium Authority.)


General Information

Applicant Name: Michael Jerlecki
Home Address: 858 Roseberry DR **City** Las Vegas **Zip** 89138
Mailing Address: 858 Roseberry DR **City** Las Vegas **Zip** 89138
Home Phone: 312-307-1445 **Cell Phone:** 702-467-4180
Work Phone: 702-942-7001 **Fax:** 702-942-7002
Email Address: michael.jerlecki@stationcasinos.com mkjerlecki@cox.net
Current Employer: Palms Casino Resort Spa

Residency Requirement

Senate Bill 1 requires that a member of the Board of Directors of the Las Vegas Stadium Authority reside WITHIN THE BOUNDARIES of the Stadium District. The Stadium District is composed of the area within a 25 mile radius of the Clark County Government Center located at 500 South Grand Central Parkway in Las Vegas. Please be sure you actually live within the boundaries before completing the remainder of this application. A map of the district has been posted on the Stadium Authority website along with this application (www.LVStadiumAuthority.com).

I verify by my signature below that all statements made on the application, as well as any information attached thereto, are true and complete to the best of my knowledge.

 12-9-16
Signature Date

REQUIRED ADDITIONAL INFORMATION

(Your application will NOT be considered without the additional information noted below)

Along with this application, please submit a letter of interest as well as a separate document providing the information that is asked for on the following page.

SUBMITTING APPLICATION

You may submit this document and the required information by **NOON, DECEMBER 19, 2016**, by email to Brian Haynes at bhaynes@appliedanalysis.com or deliver the same in person to Applied Analysis, 6385 S. Rainbow Blvd., Suite 105, Las Vegas.

Michael Jerlecki

858 Roseberry Drive ▪ Las Vegas, NV 89138
(702) 467-4180 ▪ mkjerlecki@cox.net

LETTER OF INTEREST:

I would like to express my interest in becoming a Board of Directors member of the Clark County Stadium Authority. In looking to use my professional strengths to help coordinate public and private interests for the betterment of my community, along with my personal beliefs in helping create a progressive and sustainable city infrastructure - the fit would be a wonderful match. Being involved with a group of individuals that could have a positive, multi-generational impact on the city that my family considers home would be an honor and most certainly a rewarding and humbling experience.

I am a father and casino executive. My wife Kelly and I have 3 children and I recently finished a rigorous 20 month program at the Massachusetts Institute of Technology, graduating with an MBA. Currently I am the Vice President / General Manager of The Palms Casino Resort Spa.

Throughout my career, I have been involved in building and administering Executive Leadership teams, budgeting and financial forecasting (>\$250MM), general ledger and financial statement accuracy, revenue generating marketing initiatives, customer cultivation, leadership development, staffing and training, operational efficiency analytics, sales and yield analytics, service metric monitoring, human and public relations responsibilities, and adherence to regulatory and audit compliance requirements. I have also helped the formulation of capital project budgets and created and implemented philanthropic efforts for the betterment of individual causes or community outreach efforts. Specific examples will be included in the attached Information Request document.

I have also found it important during my career to take time to advance my management, financial and leadership capabilities by continually participating in educational and

innovative academic settings, challenging myself to stay on the cutting edge of management and business practices.

All of these efforts have provided me with a sense of professional and some personal accomplishment. But many of the specifics mentioned above are “work related”. During the past 20+ years of my career in the private sector, a significant portion of my position responsibilities have been helping others through professional development and improving the financial and operational results of the assets I have been assigned to.

However, when referencing the discussions with my family and friends regarding the decision to return to school, and during the application process at MIT (inclusive of essays, interviews and pre-acceptance class completion / grade achievement requirements), I was asked a very simple question regarding why this program and why now? I had been thinking about this for a few years and knew the reason: My response revolved around being selfish for the short term, and then ultimately in the longer term, transitioning to giving back. I had spent the majority of my time during the course of my career helping improve others and organizations in the private sector, albeit some had profound economic benefits to many, it was now time for me to spend time on myself, which would eventually lead to me dedicating my efforts on transformative public-based initiatives. That time has arrived.

By spending a significant amount of my time recently, and dedicating periods of time throughout the past 30 years in a structured, rigorous manner, in environment’s whose mission’s centers on creating principled and innovative leaders who help improve the world, it has helped me realize I could give more to efforts where there is a greater need. Grounding time in cutting-edge advanced data-driven, scientific and engineering concepts, while employing a systems view of sustainability with the goal of finding alignment between healthy organizations, societies and economies, it has helped advance my competencies in marrying both academic learnings and real life experience with the goal in mind of helping others.

It is now time to start giving back in a dedicated and more concerted meaningful way. Directing my energy, educational learnings and 20+ years of business world expertise toward the Clark County Stadium Authority and its' efforts will allow me to give back.

I believe this letter highlights my desire to participate and help individuals in our community prosper financially and lead a more enjoyable and sustainable life through the development of the stadium. Being a member of the Board will allow me to have more of an impact and will help me expand those efforts.

Thank you very much for the time and consideration. I look forward to discussing this opportunity with you and your colleagues in the near future.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Jerlecki". The signature is written in a cursive, flowing style with some loops and flourishes.

Michael Jerlecki

INFORMATION REQUEST:

EDUCATION:

Massachusetts Institute of Technology, Sloan School of Business, Cambridge, MA
2014 – 2016 Masters of Business Administration

University of California Berkeley, Berkeley, CA
2014 Micro-Economics course, pre-requisite for MIT MBA program

Massachusetts Institute of Technology, Sloan School of Business, Cambridge, MA
2009 Certificate in Systems Dynamics

UPenn, Wharton School of Finance
2006 Certificate in Gaming Management

University of Nevada Las Vegas, Las Vegas, NV
1988 – 1998 BS Business Administration, emphasis Financial Services

EXPERIENCE:

Detailed info concerning my experience in the design, engineering, and construction of major commercial projects and estimating the costs of the construction of major commercial projects.

During the past 20+ years in the casino / resort hospitality industry I have been involved in many aspects of construction projects. A few of those include:

Owner's rep and involved in the design and various construction elements of an urban based \$40MM parking garage. Involvement included the market research necessary to determine the size necessary, forecasting of customer pricing, ingress & egress points, lighting, security, traffic monitoring, and creating RFP's for suppliers. Included in my responsibilities were being the owner's rep and conduit for information between the owner and a major urban economic development corporation and state and local departments of transportation.

Project member of teams that were tasked with the design, construction, proforma creation for potential revenues and costs, staffing, training, permitting and post-construction punch list and sign off for restaurants, casino space, temporary entertainment venues, hotel rooms, administrative areas, parking lots, and public use areas.

Detailed information concerning my experience in the financing of capital projects in Nevada.

Due to confidentiality requirements that I must adhere to, the response to this requirement may appear somewhat vague, but I will mention methods for financing and project valuation techniques that I have applied either through being involved in the preparation and decision making as to the viability of a project, or those that I have worked on with companies that I have been parts of teams commissioned to prepare documents for. In both Nevada and other parts of the country.

One project involved a major automobile manufacturer and their desire to understand the circumstances in which non-OEM investors would be willing to invest in a non-traditional fueling infrastructure in a certain geographic region of the United States. Specifically the catalytic investment required to coincide with demand scenarios enabling a positive NPV over a specified period of time. Discounting FCF's and payback valuation methods were employed along with creating assumptions for customer characteristics, LEV sales forecasts, adoption scenarios, past research, demand and supply queuing theory, capacity utilization and financial modeling were used to link the aspects of the venture to the overall strategy of the organization. Queuing models were used to analyze the influence of vehicle inter-arrival rates on capacity utilization and customer fueling experience. Consumer-facing network models were created and tied to service levels that eventually led to calculating the project's NPV. A systems dynamics model was also created to help identify the relationships between certain elements (positive or negative) and the accumulation / increase or decrease of a certain units of measure (i.e., number of stations, CAPEX amount, station utilization, drive time, etc.), and how the elements interact together on a full system level.

One unique element of the project included employing the more general G/G/N=1 model, wherein both the arrival and service processes are random and can follow any distribution. Using notation for example:

- A = inter-arrival distribution
- E[A] = mean inter-arrival time (hr/car)

- $\sigma[A]$ = standard deviation of the inter-arrival time (hr/car)
- $C_A = \sigma[A]/E[A]$, the coefficient of variation of the inter-arrival times
- $\lambda = 1 / E[A]$ = demand or arrival rate (cars/hr)
- S denotes the service time distribution
- $E[S]$ = mean service time (hr/car)
- $\sigma[S]$ = standard deviation of the service time (hr/car)
- $C_S = \sigma[S]/E[S]$, the coefficient of variation of the service times
- $\mu = 1/E[S]$ is the service rate [cars/hr]

Allowing the project to not only determine the expected demand and arrival rates for example, but it also allowed it to take into account service times, helping the recommendation mirror what a typical customer would expect from the experience of fueling in this environment.

Another unique aspect of the project involved creating valuation models based on varying capital structures and investment by multiple parties, including the owner. A traditional methodology for a project and calculating its NPV were employed. For example, the proforma creation included estimating the CAPX, OPEX, creating a fuel and vehicle sales forecast, revenues, COGS, PP&E depreciation and interest expense. Then looking at changes in net working capital to better understand year to year differences to get to a FCF calculation. Where the FCF calculation used was $=EBIT*(1-t) + depr - capx - \Delta NWC + \text{increase in deferred taxes} + \text{other sources of cash}$. Once the FCF was calculated, the WACC ($= K_d*(1-t)*D/(D+E) + K_e*(E/D+E)$) was calculated to determine the cost of either debt or equity capital using the β , levered or unlevered, and CAPM model for like firm leverage ratios, and using a terminal value and acceptable growth rate of FCF's after a period of time to get to the NPV.

Various growth rate models, multiple capital structures for the investment including forecasting income statements and balance sheets, operating ratios for cash to fund the operation and sensitivity models were also created. Complimentary industry partnerships

were explored along with strategic recommendations provided to the owner to address the infrastructure problem.

The work for this project was used by the owner in helping determine the viability of investing a major infrastructure project.

Another project consisted of the coordination of a government based entity and a major property developer. The project included the development of > 100 acres of land, for retail and mixed use. Potential tenants included big box vendors and retail anchors. A market analysis involving potential revenue streams and impact on existing businesses was conducted as well.

Detailed information concerning my experience in the field of stadium, arena or event management.

2000 – 2002 MGM Grand Detroit Entertainment, Promotions & Events Manager
2,000 person temporary sprung structure venue

2004 – 2005 Belterra Casino Resort Spa Director of Casino Marketing
1,800 person showroom
<https://www.belterracasino.com/entertainment/shows-and-events/>

2006 – 2007 Sandia Resort Casino Director of Marketing and Sales
4,000 person outdoor amphitheater, 27,000 sq. ft. meeting space
<http://www.sandiacasino.com/entertainment/>

2007 – 2009 Red Rock Casino Resort Spa Director of Marketing
8,000+ person temporary outdoor amphitheater, meeting space
<https://redrock.sclv.com/Meetings.aspx>

2009 – 2016 Multiple Station Casino properties Vice President / General Manager
Varying sized showrooms, ballrooms, event spaces
<https://www.sclv.com/>

2016 – Current Palms Casino Resort Spa Vice President / General Manager
2,500 person Pearl Amphitheater
<http://www.palms.com/pearl-theater.html>

Throughout the past 16+ years, as my roles have increased in responsibility, I have been involved in and responsible for all aspects of event and arena management. Listed above are venues that I have been responsible for in either an operational management position or an executive level role. As evidenced above, the varying sized venues located in multiple jurisdictions throughout the country has provided me with a wealth of knowledge and experience. Aspects of those roles that I was directly or indirectly responsible for include:

- Event Staffing – have determined the scheduling, pay and appropriate number of ticket takers, ushers, concession workers, security personnel, EMT's, off-duty police, parking attendants for events attended by 100 to in excess of 10,000 people.
- Ticket Sales, Cash Handling & Settlement – set ticket prices and range based on market and artist past performance, assigned cash banks and verified event

merchandise and F&B inventories, settled events with artists and promoters including ticket revenue, taxes, and all associated fees. Settlement amounts periodically exceeded \$400,000.

- Concession, Merchandise, F&B beginning & ending inventory – properly priced and allocated resources for sale, and post-event balanced.
- Trash and Waste – coordinated venue clean up and recycling programs.
- Parking and Public Surface road – assessed needs in venue owned lots, urban setting events with multiple pay / free lots, coordinated public transportation network needs, and worked with public safety outfits such as police when needed on events, some exceeding 100,000 people.
- Venue Insurance and Permitting – worked with risk management team assessing proper requirements for liability needs and health inspection / department needs.
- Backline and Rider Completion – negotiated artist equipment and supply needs.
- Audio & Visual Technical Front of House needs – worked with band and artist road crews to ensure AV / venue specifications were conducive to artist requirements.
- Marketing, Event Promotion & Advertising – created marketing and promotional ad campaigns including TV, print, web based, radio and social media for venues.
- Suite / VIP Box / Venue use – participated in review of contracts and agreements or negotiation of contracts and agreements for tickets, venue and VIP Box use with venues such as Comerica Park, Wrigley Field, Oakland Hills Country Club, Silver Cross field, PGA tour events, and Isotopes Park.
- Proforma & Postformas Analytics – assessed the financial viability of individual and series' of events, forecasting revenues and expenses in conjunction with venue size and best use.
- Venue Construction – worked with construction and venue technical teams (electrical, structural, staging seating, etc.) on building venues or completing refurbishment capital projects.
- Contracting Promoters, Artists, Venue Sponsorships – worked with legal representation on contracting performances with artists, venue use either owned or leased, or beverage company venue exclusive sponsorships.

Detailed information concerning my experience in workforce development, training, diversity or supplier engagement.

By category, a few highlights of some examples of time when I have been either directly responsible for or participated with teams of people regarding the pertinent topics:

Workforce Development / Diversity / Supplier Engagement

Being a member of the property opening team of the MGM Grand in Detroit, Michigan in 1998, our company and team was committed to helping improve the quality of life of those in the community. The supplier diversity program committed to by the property and leadership team involved including city-based, minority owned business in the commerce of the supply chain and procurement of goods and services. This also included helping individuals that needed to learn certain aspects of business to help them create a solid organizational foundation where they could not only provide the goods or services that were needed, but also create a sustainable and growing business enterprise. Along with that, we met requirements in terms of percentages of the work force that had to be sourced from city residents. Participating in the development of businesses and the individuals involved in owning and operating them, as well as advancing the social and technical skills of people that were being hired at our organization helped our business and community prosper. Being personally involved in opportunities to positively affect others individually and on a larger scale through innovative efforts that led to the betterment of their conditions, financial wellbeing or education was something that is very special to me.

As briefly mentioned above, for example, I was a member of the operational management team that helped open the United States' first land-based urban casino in Detroit. Many of our applicants had no advanced education, lived paycheck to paycheck on minimum wage jobs, and had never developed even the most basic money management skills. These work experiences only allowed menial technical aptitudes and unfamiliarity with advanced customer service roles as well. Again, part of the mission and commitment of the company and its leadership team was to help improve the lives of residents of Detroit.

One project that I led involved eliminating off-site parking and shuttles for employees, with the objective of expense reduction, as our on-site parking garage was soon to open. At the same time, another project I was a part of was the implementation of the industry's newest technology involving employee "self-serve" kiosks, that allowed updating personal and employment information, participation in benefits and the 401K plan, and receive payroll information with the simple objectives of "going paperless" and convenience.

While identifying the multiple project completion requirements, I also wanted to achieve something greater that aligned with our original mission of improving lives. Based on my interactions with the property's employees and the high cost of parking in downtown Detroit, I proposed a plan to the project teams of mandating paycheck direct deposit to employees if they wanted to be able to park on-site for free. By using free parking as leverage, this would accomplish all of the project objectives and unbeknownst to most, would also help improve the lives of many people.

We contracted local banks to conduct seminars for employees on how bank accounts work, free checking, managing a budget, the importance of a 401k, etc. This helped the property save money in multiple aspects of the operation, and helped over 2,000 of my fellow employees become more fiscally responsible and better educated with the use of their money. The property achieved 100% participation in direct deposit, and 100% of over 200 employees under my purview contributed to their 401k plans. To this day, I receive online messages from people thanking me for the impact this had on their life.

Working towards achieving financial goals and operational excellence, and continually improving efficiencies is something I enjoy. I have a true passion for positively affecting an organization's culture and an individual's wellbeing in the many ways mentioned above. Helping people take advantage of educational reimbursement programs, sitting on committees designing charitable programs, or even leading by example through continuing my own education, are very rewarding experiences.

Another example of supplier engagement involved a project I headed for a major casino / hotel company that involved working with individuals / backwards through the supply chain and forward through and with the end users of products. The product for example was trash bags. Through my own initial casual observation in multiple venues, I could

see the disparity between the size of trash bags actually being used versus the size of the receptacle, and the amount of waste being created in terms of the amount of unnecessary plastic used to produce the trash bags. However, through further observation and research, I was also able to determine that the thickness of the trash bags being used versus what was necessary based on the amount and weight of the trash was also disparate and wasteful.

Working with multiple parties: the company that manufactured the trash bags, the supplier of the trash bags, our purchasing agents and employees that order the trash bags, the employees that use the trash bags, the manufacturer and suppliers of the trash receptacles, etc. our company was able to reduce the money spent on trash bags and the suppliers were able to reduce the amount of chemicals and materials used to produce the trash bags. Training staff to ensure the right trash was being placed in receptacles (for example having bartenders empty down a drain the last remaining ounces of beer left in the bottom of a bottle prior to throwing it away) allowed the alignment of the size and thickness of the trash bags (weight capacity) with the correct size, thickness and receptacle size needed resulted in a more efficient use of resources. Garnering buy in from the front line team was critical to the success of this initiative. Ensuring they knew this not only would free up monies for other supplies or things they may need to better do their job, it was also positively impacting the environment in which they live.

Obviously this created a win / win situation for all involved, as well as helped create a more sustainable operation in terms of reducing resource utilization. Unfortunately again based on confidentiality requirements I am bound to, I cannot mention specifics in terms of dollars realized. However, I would suggest the next time you as the reader are walking through a business or retail outlet, stay in a hotel room or are in a large commercial space, notice if there is a disparity in things like this. And then estimate the potential benefit not only to the environment but what the cost savings could be if every trash bag and receptacle in a multiple thousand room hotel / casino corporation was right sized, or even improved in every aspect of the operation, what the cost savings would be even if it only improved by 20%.

One final example of an aspect of my experience in workforce development includes a recent project / work with an organization called The Possible Project, a 501c(3) organization. The Possible Project (TPP) is a youth entrepreneurship center that teaches high school students to start and run their own businesses. At The Possible Project, students are provided with the resources and support they need in order to discover their possibilities. The program takes place after school over multiple years allowing students the ability to engage in an innovative entrepreneurship curriculum, launch and run their own businesses, participate in a collaborative work environment, and receive individualized attention and advisement on post-high school pathways. The Possible Project students are those kids who used to be standing on the corner, slouched in the back of the classroom, or bored at home. However, someone saw untapped potential in each one and nominated them for The Possible Project. One outfit TPP was involved with was LovePop (<https://www.lovepopcards.com/>). Featured on Shark Tank, TPP students helped design products using PC based engineering software programs and product manufacturing equipment.

The Possible Project's programming includes the operation of two in-house businesses, known as "TPP Enterprises," focused on the following objectives: 1. Educate and empower students through the enriching experience of working collaboratively in an established, multi-faceted business 2. Generate profits that can go right back into the organization's programming costs. The Possible Project was looking for assistance and advisement on how to scale the enterprises, specifically the We Sell Possible micro-enterprise, which focuses on the acquisition and resale of items via online channels. A team I was on was tasked with developing a business plan to help grow TPP Enterprises into a multimillion dollar business providing significant career opportunities for our students.

Our team identified challenges the organization was facing from 2 aspects: cash flow was not sufficient to fund existing operations as well as a shortage in support staff time being spent on the mission of the organization.

Substantial vacant and underutilized spaces in multiple facility locations existed, in an area of the country, Cambridge, MA, that has high demand at high rental prices, which could help generate lease revenue as an ongoing source for operating funds and new ventures. As well as locations being identified as a potential key tie to leveraging TPP's entrepreneurial environment as a start-up incubator, that would enhance the experiential / mentoring entrepreneurial environment, allowing students to learn from new and established start-ups and experienced entrepreneurs. Entrepreneurs that value social impact may embrace the shared environment and opportunity to interface with and leverage the time of students. Our shared sentiment was the social impact could be a significant competitive differentiator and strong draw for businesses to join the working space.

A current state of the facility assessment was completed and the incubator setup cost / allocation of space estimate was minimal. A real estate background study was also completed and provided to help estimate potential revenue. Suggested recommendations were also provided in regards to marketing strategies for attracting socially conscious businesses to become potential tenants. Our estimates calculated that within six months, the center could be operating at desired capacity and substantially moving towards positive cash flows.

Training

Multiple times throughout my career I have been a leader of teams helping to train people and create other leaders in both technical and social aspects of a person's professional and interpersonal competencies.

When a specific training program is necessary, I attempt to use a tried and true method for implementing a training program, centered around the A3 model perfected for example by Toyota Motor Corporation. The process involves a very structured process and steps: scoping down a problem, gathering background information on current condition, a root

cause analysis, setting up controls, implementing and assigning actionables, realizing countermeasures, effect confirmation and follow up analysis.

All elements of any training program are reliant upon understanding the control limits, connecting the human chain and understanding the variability in processes as to why the training is necessary. As mentioned in a previous section of this document, creating an all-inclusive environment for all those that could be involved in finding solutions and creating a training program, regardless of what is being trained, helps all become aligned with the overall objective, should it be for example to train people to perform or act in a certain way.

Examples of elements of training programs I have headed or been involved in include developing training materials, handbooks, visual and audio presentations, training trainers, and analyzing the effectiveness of the training either through traditional internal secret shop programs, online digital or written customer feedback surveys, and analyzing that feedback for follow up or modifications.

Employees or members of teams I have been involved in training include guest service and recovery staff, restaurant staff, hotel and hospitality staff, data analytics teams, and members of executive leadership teams.

Topics trained have included basic guest service / service standards, advanced analytics, A3 use, negotiation, power of influence and hidden traps in decision making, accounting principles, safety precautions, systems dynamics models and use, benefits of 401k programs, strategic models, leadership signature, and topics in sustainability.

Detailed information on experience as a representative of the private sector and the education, experience, and skills that you possess that are necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Clark County Stadium Authority.

To close the information request section of the application, I would first like to say thank you to all of those that took the time to read and evaluate the suitability of this application, as well as reading and evaluating the numerous other applications that I am sure were received. Being part of a team that will be choosing among many fine individuals to take part in this life changing experience I am sure will be no easy feat.

One way I believe I have prepared myself for responsibilities such as being a member of the Board is through the well-rounded, rigorous formal education programs I have completed. Being exposed to and educated by individuals who have been leaders in their industry has proven invaluable. An economics professor who advises the Gates Foundation; a data professor who collaborates with Google and Facebook; an operations professor who was with the Israeli Defense Forces; an entrepreneur who was the IMF's economic counselor and chief economist; and multiple other leaders with expertise in innovative business concepts in the industry I work in and many other industries has given me diverse perspectives on how to approach finding solutions to some of the world's most complex problems. Along with engraining in me the importance of always continuing to learn and impart knowledge and goodwill whenever possible.

My practical, real-world experience has also helped prepare me for the duties and expectations of being a Board member. My interaction with economic development agencies, city councils and government development agencies on projects, fiscal responsibility, diversification of enterprises and project development has helped prepare me well. Being exposed to and working with organizations who are funded with multi-million dollar budgets in disruptive technological industries or start-ups operating on shoe-string budgets first-hand in European cities such as Brussels, Paris and Berlin, has also given me a global perspective and thoughts on how things can be possible if done differently than through traditional domestic methods. I have opened multi-million dollar businesses from scratch, through formulating aspects of development agreements, being

responsible for all aspects of multiple department functions and overcoming sometimes seemingly unrealistic expectations from local agencies. These experiences have taught me many lessons. In many places throughout the country, the introduction of a casino into a community is frequently saddled with unrealistic expectations of economic growth. Being a member of teams working towards aligning internal stakeholder concerns, external requirements, and reigning in multiple special interest group expectations were invaluable experiences. Those taught me advanced skills in compromise and negotiation, evaluating others' and my own comprehension constraints and how to overcome them, financial forecasting using many uncertain variables, prioritization, compassion, and humility. These experiences and skills would provide value when participating in Board activities.

I have operated in various jurisdictions regulated by control agencies with limited tenure and knowledge dealing with, for example, the gaming industry. This has exposed me to unique experiences. For example, I am and was required to comply with many states gaming regulatory bodies comprised of individuals from industries other than gaming, with oversight of the strict adherence to regulations or compacts. By working in various parts of the country with diverse groups of people, this caused me to realize early the affect I could have in shaping how others interpret laws, procedures, compact language, etc. Concurrently, this experience helped me learn to adapt to others' differing interpretations of such requirements. Those interactions led to developing skills that involved educating, working in and influencing teams during tense periods, and realizing how a persons' own experiences shape their views.

I've also learned that social skills can be more important than technical skills. Understanding the difference between empathy and sympathy, and using someone's emotional makeup to draw upon their strengths to gain maximum effectiveness can be rewarding in many aspects. This strength will add to Board contribution, helping ensure individual and project goals are met.

The last and possibly most important skills I possess are that of being able to allocate my time effectively and efficiently, and a seemingly never-ending supply of energy. Being a Vice President / General Manager of various large gaming resort properties during the past multiple years, along with being a full-time student for a few years, all the while attending my children's soccer and t-ball games and "helping them do homework" for example, require a constant on the go mentality and passion. All completely worthwhile and humbling experiences – and as modestly as I can put it, the job and education performance and results were exemplary. Now that I have time to spend toward using innovative techniques and sound business practices to impact positively and sustainably the community in which my family, friends and I live – it would be an honor and privilege.

Thank you

A handwritten signature in black ink, appearing to read "Michael Jerlecki". The signature is fluid and cursive, with a long horizontal stroke at the end.

**APPLICATION FOR BOARD OF DIRECTORS OF THE LAS VEGAS
STADIUM AUTHORITY CREATED BY SENATE BILL 1 OF THE 30TH SPECIAL
SESSION OF THE NEVADA LEGISLATURE**

Interest Application

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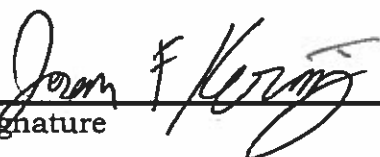
General Information

Applicant Name: Joseph F. Kersting
Home Address: 700 Carnegie Street #1822 **City** Henderson **Zip** 89052
Mailing Address: 700 Carnegie Street #1822 **City** Henderson **Zip** 89052
Home Phone: 702-818-9911 **Cell Phone:** 702-818-9911
Work Phone: 702-590-7202 **Fax:** _____
Email Address: jkersting@aria.com
Current Employer: Aria Resort & Casino/MGM Resorts International

Residency Requirement

Senate Bill 1 requires that a member of the Board of Directors of the Las Vegas Stadium Authority reside **WITHIN THE BOUNDARIES** of the Stadium District. The Stadium District is composed of the area within a 25 mile radius of the Clark County Government Center located at 500 South Grand Central Parkway in Las Vegas. Please be sure you actually live within the boundaries before completing the remainder of this application. A map of the district has been posted on the Stadium Authority website along with this application (www.LVStadiumAuthority.com).

I verify by my signature below that all statements made on the application, as well as any information attached thereto, are true and complete to the best of my knowledge.


Signature

12/19/2016

Date

REQUIRED ADDITIONAL INFORMATION

(Your application will NOT be considered without the additional information noted below)

Along with this application, please submit a letter of interest as well as a separate document providing the information that is asked for on the following page.

SUBMITTING APPLICATION

You may submit this document and the required information by **NOON, DECEMBER 19, 2016**, by email to Brian Haynes at bhaynes@appliedanalysis.com or deliver the same in person to Applied Analysis, 6385 S. Rainbow Blvd., Suite 105, Las Vegas.

INFORMATION REQUEST

Senate Bill 1 requires that each member of the Board of Directors of the Las Vegas Stadium Authority have certain experience, education or skills.

EDUCATION: List the names of colleges and graduate schools attended; dates of attendance; and certificates or degrees awarded.

EXPERIENCE:

You must provide information relating to at least ONE of the following:

1. Provide detailed information concerning your experience in the design, engineering and construction of major commercial projects and estimating the costs of the construction of major commercial projects.
2. Provide detailed information concerning your experience in the financing of capital projects in Nevada.
3. Provide detailed information concerning your experience in the field of stadium, arena or event management.
4. Provide detailed information concerning your experience in workforce development, training, diversity, or supplier engagement.
5. Provide detailed information on your experience as a representative of the private sector and the education, experience, and skills that you possess that are necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Las Vegas Stadium Authority.

Information Request for:

**Joseph F. Kersting "Jay"
700 Carnegie Street #1822
Henderson, NV 89052
702-818-9911 (personal)
702-590-7202 (work)**

Education:

Central Missouri State University (now University of Central Missouri), Attended August 1988 to May 1990

University of Wisconsin – Whitewater, Attended August 1990 to May 1992, January 1994 to May 1994

University of Tennessee, Knoxville, Attended January 2000 to May 2003. Graduated with Bachelor of Science in Communication, in May 2003. Major Broadcasting, Minor Communication Studies

Experience:

3. Served as Radio Pool Reporter for University of Tennessee Sports Information Department at University of Tennessee Football and Men's Basketball games from 2004 to 2006 seasons. In this position, I assisted the department by serving as a media liaison and reporter for radio networks and stations who requested access to games. Duties included pregame scheduling of in-game reporting schedules, performing in game updates for the networks and stations who selected the games, providing the post-game news conferences, and arranging the post-game interviews with players or coaches for the various networks or stations.

4. Corporate Trainer for Herbst Gaming/Affinity Gaming from 2010 to 2013. In this role, I developed and delivered new hire orientation trainings for the Southern Nevada properties. Also worked with management teams on the development of leadership development and guest service training programs and sustained reinforcement of these initiatives. I also served as project manager who implemented a guest service survey program with Market Metrix, to measure the success of our guest service initiatives. Delivered property specific guest service training enhancement for seven casino properties using the results provided through the guest survey.

In 2013, I joined MGM Resorts International as a Human Resources Specialist responsible for training and employee engagement. I edited the existing new hire orientation program of The Mirage, became certified as a trainer for the Aspire leadership development program, served as a co-developer of the C.A.R.E. service recovery program, and assisted in the delivery of the Essentials of Management program at The Mirage. In May 2015, I joined the Diversity and Inclusion department in delivering the Diversity Champions Workshop program.

Since March 2016, I have been working at the Aria Resort & Casino, as the M life Experience Manager, managing the M life Rewards loyalty program for MGM Resorts for the Aria Campus (formerly known as CityCenter). In this role, I oversaw the launch of the M life Rewards MasterCard program, fee-based parking initiative, and assisted in guest experience studies regarding the opening and operation of T-Mobile Arena and its impact on Aria guests.

Jay Kersting
700 Carnegie Street #1822
Henderson, Nevada 89052

(702) 818-9911
jay@jaykersting.com
jkersting@aria.com

Skills & Expertise

- Classroom Facilitation
- Coaching
- Public Speaking
- Management
- Curriculum Design
- Project Management
- Soft Skills Training
- Needs Analysis
- Staff Development
- Interviewing Subject Matter Experts
- Guest Service Training

Work Experience

M life Experience Manager 2016
Aria Resort & Casino/MGM Resorts International Las Vegas, Nevada
Manage the M life Rewards loyalty program for the Aria Campus (formerly known as CityCenter). Oversaw the launch of the M life Rewards MasterCard program for Aria, assisted in guest experience studies in relation to the T-Mobile Arena opening, and helped with the introduction of the fee-based parking initiative in June 2016.

Front Desk Clerk/Lobby Ambassador 2015 – 2016
The Mirage Resort & Casino/MGM Resorts International Las Vegas, Nevada
Assisted with guest registration and check-outs, and directed guests to next available clerk for check-in and check-outs while serving as lobby ambassador. Additionally, I served as a management trainee who was empowered to solve many guest issues while other managers were unavailable. Received over two dozen guest commendations during my tenure.

Senior Diversity & Inclusion Specialist 2015
MGM Resorts International Las Vegas, Nevada
Co-facilitate Diversity Champions Workshops, assist with Employee Network Group programs and meetings, deliver training for internship program participants, and assist with other programs in the Diversity and Community Outreach division.

HR Specialist 2013-2015
The Mirage Resort & Casino/MGM Resorts International Las Vegas, Nevada
Facilitate various training programs including new hire orientation, leadership development, and guest service programs. Write articles for the daily employee newsletter. Contributed to the design, development, and implementation of guest service recovery training program for The Mirage as part of a property wide team.

Corporate Trainer 2010 – 2013
Affinity Gaming (formerly Herbst Gaming) Las Vegas, Nevada
Deliver and design training for a multi-state gaming company, including New Hire Orientation, Harassment, Discrimination and Retaliation annual compliance updates for company leaders (via eLearning), Guest Service programs, Leadership Development programs and other areas as requested. Project manager for the company-wide guest service survey program that launched in June 2011, including the design and roll out of the survey program. Developed a guest service reinforcement training program for individual properties using data from the Market Metrix survey.

Education

Bachelor of Science – Communications May 2003
University of Tennessee
Major in Broadcasting and Minor in Communication Studies

Awards

Distinguished Leader Award 2016
MGM Resorts International
Las Vegas, Nevada

Noir Society 2nd Quarter 2014
MGM Resorts International – M life Loyalty Program
Las Vegas, Nevada

**APPLICATION FOR BOARD OF DIRECTORS OF THE LAS VEGAS
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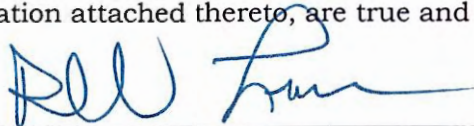
General Information

Applicant Name: Roger W. Lessman
Home Address: 3672 Tioga Way City Las Vegas Zip 89169
Mailing Address: 3672 Tioga Way City Las Vegas Zip 89169
Home Phone: _____ Cell Phone: 775-513-9030
Work Phone: _____ Fax: _____
Email Address: roger@clickllc.us
Current Employer: Self

Residency Requirement

Senate Bill 1 requires that a member of the Board of Directors of the Las Vegas Stadium Authority reside **WITHIN THE BOUNDARIES** of the Stadium District. The Stadium District is composed of the area within a 25 mile radius of the Clark County Government Center located at 500 South Grand Central Parkway in Las Vegas. Please be sure you actually live within the boundaries before completing the remainder of this application. A map of the district has been posted on the Stadium Authority website along with this application (www.LVStadiumAuthority.com).

I verify by my signature below that all statements made on the application, as well as any information attached thereto, are true and complete to the best of my knowledge.



7 Dec 2016

Signature

Date

REQUIRED ADDITIONAL INFORMATION

(Your application will NOT be considered without the additional information noted below)

Along with this application, please submit a letter of interest as well as a separate document providing the information that is asked for on the following page.

SUBMITTING APPLICATION

You may submit this document and the required information by **NOON, DECEMBER 19, 2016**, by email to Brian Haynes at bhaynes@appliedanalysis.com or deliver the same in person to Applied Analysis, 6385 S. Rainbow Blvd., Suite 105, Las Vegas.

ROGER W. LESSMAN
3672 Tioga Way
Las Vegas, NV 89169
(775) 513-9030

Sent via email: Brad Hayes, bhaynes@appliedanalysis.com

December 8 , 2016

Las Vegas Stadium Authority Board
Chairman Steve Hill
Mr. Kenneth Evans
Mr. Dallas Haun
Mr. Bill Hornbuckle
Ms. Jan Jones Blackhurst
Mr. Mike Newcomb
Mr. Tommy White

Re: Las Vegas Stadium Authority Appointment Application
Per SB1, 2016 Special Session

Dear Chairman Hill and LV Stadium Authority Board Members,

Please find herewith my application and qualifications for consideration of appointment to the Clark County Stadium Authority Board as created by SB1 of the 2016 Nevada Legislature Special Session.

The criteria for appointment lists five points of qualifications and requires applicants qualified for consideration to meet at least one of those five points. I am confident that you will find me qualified for not one, but four of those five criteria. My extensive experience in development and tourism from start to finish, of multi-billion dollar projects makes me uniquely qualified to serve on the Stadium Authority Board and I look forward to discussing my background with you.

As you review my enclosed résumé I would like to highlight the individual areas of qualifications as required by the recently passed legislation:

1. Each member of the Board of Directors must reside within the stadium district.
 - a. My home at 3672 Tioga Way, Las Vegas, NV 89169 is well within the boundaries.
2. Have experience in the design, engineering and construction of major commercial projects and estimating the costs of the construction of major commercial projects.

- a. I have been the lead developer responsible for design, engineering and construction of significant commercial projects ranging from \$100M to \$3.5B
3. Have experience in the financing of capital projects in this State.
 - a. While I have extensive experience in financing capital projects, none were in the State of Nevada. The most recent experience in financing capital projects was in Alberta, Canada; Truckee, California, and Vail Colorado, respectively. The Truckee, CA and Vail, Colorado projects involved public financing vehicles which included municipal bonds for public benefit.
4. Have experience in the field of stadium, arena or event management.
 - a. Resort operation *is* event management. Ski and golf resorts and all the events that are hosted by this sort of venue have complex components that provide for the guest experience.
5. Have experience in workforce development, training, diversity or supplier engagement.
 - a. Each and every development project in my experience has required workforce development, training, diversity or supplier engagement and was often in areas where securing any workforce was difficult at best. While recruitment may have been difficult, we were committed to diversity and training of our workforce to create sustainable jobs and opportunities for minority employees, suppliers and vendors. This is not dissimilar to the current job situation in Southern Nevada.
6. Be representative of the private sector and have the education, experience and skills necessary to effectively execute the duties and responsibilities of a member of the Board of Directors.
 - a. I am a member of the private sector and am not involved with any public/private partnership project in the State of Nevada. My professional experience makes me uniquely qualified to serve on this Board and to execute the duties and responsibilities as described.
 - b. I am a resident of Clark County.
 - c. I do not have any biases nor business interests in the Las Vegas Valley that would present conflicts of interest.

I feel I have something to contribute and I know I can make a difference. The opportunity is here to take Clark County and Las Vegas to the next step to build jobs, increase tourism, and benefit the economy. I would be proud and dedicated to serve as your appointee.

Sincerely,


Roger W. Lessman

ROGER W. LESSMAN

roger@clickllc.us
775-513-9030

3672 Tioga Way
Las Vegas, NV 89169

Lessman has spent the past thirty years in the resort development and tourism business and is well known in the mountain resort industry for his ability to take a project from idea, through entitlement and to completion. He leaves a legacy of quality projects, responsible development and satisfied stakeholders.

Lessman has a reputation for honesty and consensus-building. He asks the tough questions and demands accountability at all levels of an organization while meeting financial objectives.

EXPERIENCE

East West Partners

Managing Partner, President
Three Sisters Mountain Village

Fall 2007 to Spring 2009

Canmore, Alberta, Canada

- EWP Managing Partner and President of the Three Sisters Mountain Village project in Canmore, Alberta, Canada. Responsible for staffing, organization, marketing, brokerage sales, club operations and overall structuring. Master planning, design and engineering, estimating, permits and development in a mountain community bordering a Provincial Park.
 - Development specifics: more than 1,500 residential units, village commercial area, Ritz Carlton Hotel and spa facilities, Three Sisters Championship Golf Course and club facilities.
 - Operational specifics:
Stewart Creek Championship Golf Course, full service restaurant and bar
Real estate marketing and sales brokerage

Scope: Planned construction of Five Star Hotel and over 1500 units, \$3B at build out.

East West Partners

Managing Partner
Tahoe Mountain Resorts

Fall 1998 to Fall 2007

Truckee, CA

- Initial and ongoing workforce development and training, job fairs, community outreach, organization. Budgeting, marketing, brokerage sales, club operations and overall structuring; entitlements, planning, design and engineering, estimating, and vertical development of over \$3.5 Billion golf, ski and residential project near Lake Tahoe, CA.
- Development specifics:
 - Northstar-at-Tahoe: Village; 350 condominiums, 250K sq. ft. commercial space, ice rink and public recreational facilities, private club facilities, and other infrastructure.
Highlands: 1,450 multifamily units, 170 room Ritz Carlton hotel/spa plus 23 residential units within hotel.
 - Old Greenwood: 100 single-family lots, 174 fractional cabins, club recreational facilities.
 - Coyote Moon: Golf course and restaurant/bar facility.
 - Gray's Crossing: 400 single-family lots and club facilities. Employee housing complex.
 - Tahoe Mountain Club
 - Gray's Crossing Championship Golf course, restaurant and spa/pool facilities
 - Old Greenwood championship golf course, restaurant and spa/pool facilities
 - Wild Goose restaurant and bar on the North Shore of Lake Tahoe
 - Schafer's Camp on-mountain restaurant, bar and club facility

ROGER W. LESSMAN

- Real estate sales and marketing brokerage
- Community and political outreach in Truckee-Tahoe region, Sacramento, CA, and in neighboring Reno-Sparks, NV region to build project support. Sales from 2003 -2008 approximated \$650M. Estimated \$3.5B at build out.
- Served on volunteer and appointed community boards and oversaw EWP community contributions in excess of \$20M in value.

East West Partners

Winter 1997 to Fall 1998

Vice President, Development
Eagle Ranch

Eagle, CO

- Responsible for EWP's \$200M development of Eagle Ranch residential/golf community.

Sugarbush Ski Resort

Fall 1989 to Spring 1992

President, CEO

Warren, VT

- Operation of existing ski resort facilities, subsequent expansion and development of summer recreational opportunities.
- Responsible for the master planning of all Sugarbush real estate assets, land acquisition and development.
- Directed and coordinated approval process with local and state agencies.

Vail Associates, Inc.

Summer 1976 to Summer 1982

Executive Vice President

Vail, CO

Beaver Creek Resort General Manager

- First Vail Associates executive on Beaver Creek Resort project.
 - Served as Founding Director of the Beaver Creek Mountain Development & Operations, VP of Mountain Operations for the Beaver Creek Resort; Vice President of Real Estate Development; Founding member of the Beaver Creek Resort Company.
- Responsible for development and operation of mountain recreational facilities.
 - Design, engineering, construction budget, and ultimate operation.
 - Workforce development and training for multiple layers of positions; diversity training, community outreach, marketing and sales.

EDUCATION

Industrial Technology, Aeronautics
Utah State University
B. S. 1967

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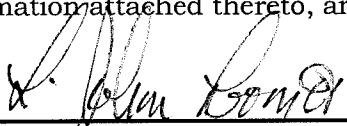
General Information

Applicant Name: L. John Loomis
Home Address: 2001 E. Tropicana Ave, #1036 **City** Las Vegas **Zip** 89119
Mailing Address: _____ **City** _____ **Zip** _____
Home Phone: _____ **Cell Phone:** (415) 794-3403
Work Phone: _____ **Fax:** _____
Email Address: LJLoomis@me.com
Current Employer: Self-employed Independent Contractor

Residency Requirement

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I verify by my signature below that all statements made on the application, as well as any information attached thereto, are true and complete to the best of my knowledge.

 12/15/14
Signature Date

REQUIRED ADDITIONAL INFORMATION

(Your application will NOT be considered without the additional information noted below)

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SUBMITTING APPLICATION

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INFORMATION REQUEST

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EDUCATION: List the names of colleges and graduate schools attended; dates of attendance; and certificates or degrees awarded.

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4. Provide detailed information concerning your experience in workforce development, training, diversity, or supplier engagement.
5. Provide detailed information on your experience as a representative of the private sector and the education, experience, and skills that you possess that are necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Las Vegas Stadium Authority.

December 12, 2016

Brian Haynes

Applied Analysis
6385 S. Rainbow Blvd.
Suite 105
Las Vegas

Dear Mr. Haynes:

I am writing to you to express my sincere interest in one of the public Board seats on the Stadium Authority Board. I completely understand the impact of what a timely and successful stadium implementation will have on our community. This is a rare opportunity for Clark County and the State of Nevada to show the nation, and the world, what can be accomplished by a highly professional and motivated team. The Board needs to ensure that consensus and accountability are quickly enshrined into the process as well as the implementation teams. There can be no doubt that this implementation will be highly visible – not just to the sporting community, but to the global public sector that seek to accomplish similar feats as well.

What I would bring to the Board is over thirty-seven (37) years of management in a wide range of environments – from start-ups, through small, medium and large organizations. Further, that experience includes forty-three (43) years of technology involvement; Eight and a half years (8.5) in the financial industry; and fifteen (15) years of overseas experience. Finally, I have over thirty-five (35) years experience in senior management and above encompassing Chief Executive and Chief Operating Officer positions, in addition to sitting on numerous Boards of both private and public companies.

My management specialty is being an agent of change – in other terms, build companies from the ground up or fixing broken organizations. More recently, I have developed a consulting practice of mentoring executives. The process involves my being brought on by the Board and/or a Chief Executive and allows me to coach a specific individual through significantly challenging situations while showing them how to succeed.

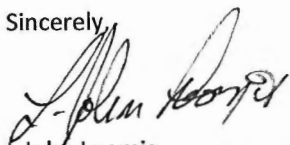
Since my earliest days as a computer engineer, my career has always centered on deliverables. Whether I was designing a new piece of hardware, writing new application software or managing a project or program – timely, quality deliverables has always been part of my DNA.

In summary, as I have extensive experience in a variety of management scenarios, all built on timely, quality deliverables– combined with my Board-level background, I believe I am uniquely qualified to ensure the Stadium Authority's success through collaboration

and leadership skills that I have successfully developed. I look forward to having the chance to meet in person with the selection committee and Board Members to further make my case.

Please note that I have included a brief biography and Curriculum Vitae with this document to further illustrate my qualifications.

Sincerely,



John Loomis
Independent Management Consultant

Additional Information Requested

EDUCATION: List the names of colleges and graduate schools attended; dates of attendance; and certificates or degrees awarded.

- | | | |
|--------------------------------------|-------------|-----|
| • Pepperdine University | 1989 – 1991 | MBA |
| • Marquette University | 1969 – 1972 | |
| • University of Wisconsin, Milwaukee | 1969 – 1970 | |

EXPERIENCE: You must provide information relating to at least ONE of the following:

4. Provide detailed information concerning your experience in workforce development, training, diversity, or supplier engagement.

Throughout my thirty-seven (37) year management history, I have been involved with leading and cutting-edge technology, which required the acquisition and training of extremely talented teams of people over a wide variety of talents ranging from engineers through project management and supporting office staff. In some roles I inherited teams of people. In other roles, staff had to be hired and trained. Technology is a very fast moving industry where, like the field of medicine, new developments emerge each day. This places a significant demand on maintaining employee skills and knowledge at the most current levels. Additionally, when implementing any new technology in a commercial endeavor, it is imperative that the selection and implementation staffs are fully commensurate with the latest developments as building infrastructure investments are typically done just once – during initial construction – and have to be competitive, reliable and support growth for years to come.

Following on with this requirement, every implementation project I have worked on has required a significant contribution from external suppliers. The most challenging aspect of managing this scenario is ensuring that the suppliers train and share their insights and knowledge with the permanent staff that remains behind to maintain the systems and facilities after the implementation is completed. The project must ensure that there is close integration between the permanent staff and supplier staff.

Additionally, every implementation I have managed has had a variety of disciplines involved. For example, in constructing a new data center, project teams I have managed included building architects, building construction engineers, electricians, heating and cooling suppliers, building material suppliers, independent construction staff suppliers, technology suppliers and implementers, building and facilities inspectors, and project management staff. Further, each of the previously named disciplines would include the integration of external suppliers with internal employees.

Finally, in my experience, the key to successful implementation is a knowledgeable and experienced program management staff that is skilled and conversant in all the project-required disciplines. This is essential to ensure that the workforce will stay technologically up-to-date and deliverables will be timely and within budget. It is also mandatory that the program management team be required to attend similar training from external suppliers that the implementation team attends so continuity can be maintained across the various phases of construction.

5. Provide detailed information on your experience as a representative of the private sector and the education, experience, and skills that you possess that are necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Las Vegas Stadium Authority.

As previously stated, I have thirty-seven (37) years of management experience, with over thirty-five (35) of those in senior and executive management roles. I received a Masters in Business Administration in 1991, which propelled me into C-level positions that I have held since graduating. I have been a member of numerous public (4) and private (2) corporation Boards – both in the United States (4) and abroad (2).

Further, I have significant experience (25 years) managing diverse, multi-disciplined workforces, as well as eighteen (18) years of managing multi-national workforces including the Far East, Canada, Europe, and the Middle East. Also, I have managed and performed labor contract negotiations with unionized labor.

A significant amount of my professional experience has been in the financial industry. As an executive in banking, I am knowledgeable with financial constructs and instruments to support construction and other property related instruments.

From a construction standpoint, I have managed numerous projects to build specialized data centers and one office tower building inside the United States and overseas. These projects included working with architects on blueprint modification, managing the construction crew chiefs, working with inspectors to ensure complete conformity to standards, and preparing status reports for the relevant Boards of Directors

Finally, my entire professional career has focused on ensuring timely, high quality deliverables that were on schedule and within budget. The deliverables disciplines I learned as a young engineer, have served me well and I'm proud to say have been the cornerstone of all my profession accomplishments. Each of these accomplishments was achieved through collaborating with and leading diverse teams of people. I'd like to believe that my motivational and team building skills have differentiated me from the larger body of competitive executives. All of this plus the management skills I have developed have also allowed me to become a successful executive mentor in addition to becoming an effective Board Member.

L John Loomis Bio

John has a varied career spanning technology, finance, entertainment and education industries for over 40 years. In addition to being a member of the board for Innovaro, John provides consulting services and executive mentoring to large institutions domestically and overseas. John has significant experience in the financial industry, where he has previously performed as a Chief Operating Officer (COO) as well as a Chief Information Officer (CIO).

Prior to this, John spent over eight (8) years living and working in the Middle East. During that period, John presided over a company turnaround as Chief Executive Officer at International Turnkey Systems (ITS) in Kuwait. ITS provides a unique Core Banking solution to both Traditional and Islamic financial institutions. Additionally, they provide software and consulting solutions to the education, energy and government markets. Before that, John performed as a COO and CIO at Gulf International Bank in Bahrain where he was responsible for the entire back office operation for the bank. Finally, John performed as a CIO at Arab National Bank in Saudi Arabia where he oversaw the implementation of a new Core Banking solution, the first implementation of a MPLS network for a financial institution as well as building a tier-3 green data center.

Earlier, John was Chief Operating Officer and CIO at Cardean Learning group - an educational firm providing undergraduate and graduate degrees to approximately 5,000 online students. The education entity Cardean uses to teach its students was Ellis College (part of New York Institute of Technology). John was responsible for all areas of the company except for direct management of the teaching staff and the financial area.

Further back, John has been a CIO at Corbis who provided digital and analog image licensing; Managing Principal at The CTO Group performing numerous turnaround assignments as a CIO, CTO and Program Manager for large-scale customers like Time Warner, Goldman Sachs, Merrill Lynch, ABN AMRO, Bank of America; and performing as President and COO of SpatiLight, Inc., developing miniature Liquid Crystal on Semiconductor (LCoS) for consumer and medical video displays.

John's technical accomplishments include a development engineering background in hardware, software and telecommunications. That background includes leading the architecture and design of a new approach to Core Banking solutions including paperless banking and complete mobile banking support (2013). First implementation of full MPLS network for a Saudi financial Institution (2009). Designed virtual laboratory capability for on-line university (2007). Drove the architecture design and managed the selection of new digital media e-Commerce solution for digital media company (2005). Created global-wide architecture standards and development tool selection for ABN AMRO (2002). Managed the selection of CRM tool to unify 14 AT&T sales and project management systems

2001). Managed Merrill-Lynch On-Line implementation (both commercial and private client solutions) included new datacenter and completed in 5.5 months (1999). Designed new digital video miniature LCD chip that supported HDTV format for consumer electronic (1997). Designed and managed the development of new consumer PC software platform consisting 15 models supporting 17 languages (1995). Designed a unified UNIX Systems Management solution based on disparate acquired products (1992). Designed a set of UNIX servers for a major Japanese firm (1989). Designed a new relational database that became Digital's RDS solution (1986). Designed a new ADA/UNIX-based operating system that supported UNIX, 2200 and IBM 370 applications at the same time. Designed a new quality-control system for manufacturing mainframe hardware that increased Mean-Time-Between-Failure (MTBF) time from 8 hours to 9 months (1983). Designed a new Mid-range mainframe computer based on CMOS manufactured and delivers as a sealed unit for quick installation and easy maintenance (1980). Participated in the design and managed the team of Japanese and American engineers that built the fastest general-purpose mainframe based on the first use of logic and memory capabilities on the same chip (1979).

L. JOHN LOOMIS

LJLoomis@me.com | +1 (415) 794-3403 – Mobile

CONSULTING CHIEF OPERATING OFFICER / CHIEF INFORMATION OFFICER



- Provide strategic direction and positive leadership to drive business growth, optimize resources, and improve the operating plan. Mentor high-performing executive teams spanning diverse business units to transform organizational processes, procedures, and operating standards.
- Expertly direct corporate operations and technology, managing up to \$250-million budgets and the large-scale reengineering of business processes and structures. Develop business strategies and policies that achieve objectives, increase efficiency, and improve quality while containing costs.
- Lead companywide improvement initiatives, meeting demanding deliverables and applying strong technology, quantitative, and analytical skills. Effective negotiator able to achieve significant contract savings of up to \$16 million annually.

AREAS OF EXPERTISE:

- | | | |
|--------------------------|----------------------|------------------------------|
| – Executive Mentoring | – Vendor Selection | – Program/Project Management |
| – Operational Management | – Budget Development | – Business Development |
| – Contract Negotiations | – Expense Management | – Strategic Planning |

PROFESSIONAL EXPERIENCE

WESTLOGIX, LAS VEGAS, NV

2014 – PRESENT

PRICIPALS

WestLogix is a technology consulting company providing CIO, CTO, product and system architecture design and review, project and program assessment and management and technology organization and capabilities assessment. Assignments were parttime from 2005 through 2014.

INNOVARO, TAMPA, FL

2014 – PRESENT

MEMBER OF THE BOARD OF DIRECTORS

Innovaro Inc. is a comprehensive end-to-end innovation solution provider. With fully scalable solutions, whether for a global 1000 company or small R&D lab or university scientist, Innovaro helps their clients create breakthrough innovation, realize latent value in their IP and accelerate their innovations to market.

INTERNATIONAL TURNKEY SYSTEMS, KUWAIT

2013 – 2014

CHIEF EXECUTIVE OFFICER (CEO)

A large-scale provider of hardware, software and service business solutions, systems integration and outsourcing services to clients in Islamic and conventional financial services, education, communications, governments, and energy enterprises.

Managed the business and technology services company, employing over 1,700 people in 12 countries throughout the Middle East, Africa and Asia. Added over 50 new customers including opening Eastern Europe and Asia as new territories.

- Restructured the company into 7 independent vertical and horizontal lines of business to create sales and market focus and stop revenue loss.
- Reversed company loss to net profit in nine months by managing expenses and dramatically improving revenue generation and recognition.
- Created new budget maintaining expenditures while more than doubling revenue target to \$249-million over previous year.
- Designed and managed the creation of internal infrastructure global hybrid cloud to support any BYOD to reduce company infrastructure cost (no more company supplied PCs), improve services and market to customers as 90-day implementable solution.
- Created new sales methodology based on 'consultative sales' approach and implemented training for complete sales and management team.

INTERNATIONAL TURNKEY SYSTEMS, KUWAIT
CHIEF EXECUTIVE OFFICER (CEO) - CONTINUED

2013 - 2014

- Established new line of business to address the communications industry that generated \$23 million in revenue at more than 20 percent profit margin during its first 6 months of existence reselling hardware, software and services solutions.
- Design and managed the creation of internal infrastructure global hybrid cloud to support any BYOD to reduce company infrastructure cost (no more company supplied PCs), improve services and market to customers as 90-day implementable solution.
- Created new sales methodology based on 'consultative sales' approach and implemented training for complete sales and management team.
 - Won BrandonHall Award – Silver for Best Program for Sales Training and Performance, 2014
 - Won BrandonHall Award – Bronze for Best Sales Leadership Development Program, 2014
- Drove clean up of long-outstanding legacy customization deliverables for customers, reducing completion from 2 years to 9 months.
- Opened new office in Malaysia to target fastest Islamic financial institution growth area and support existing customers in the Philippines.
- Managed architecture development for new core banking solution to replace existing solution with initial customer delivery targeted at 9 months after start of project.
- Changed the development methodology from old Waterfall-style to Agile methodology as well as 600+ staff software development facility from project-based development to software development factory capabilities.

GULF INTERNATIONAL BANK; Manama, Bahrain

2011 - 2012

Managing Director (MD); Chief Operating Officer (COO); Head of Operations, Administration, & IT

Second-largest wholesale bank in Bahrain; provides both Islamic and traditional financial product offerings/services.

Direct all facets of corporate operations, administration, and technology, overseeing \$112-million budget. Lead high-performing team of 200+ staff spanning diverse business units including treasury, correspondent relations, retail, accounting, IT development/architecture, customer service, and project/vendor management.

- Managed architecture development, vendor selection, and negotiations for new retail program and wholesale transaction banking capability—including universal banking solution (UBS), treasury system, and 34 subsystems.
- Guided the architectural design process for an innovative private cloud model enabling complete virtualization of application data and capabilities.
- Negotiated high-level contracts for multiple property acquisitions including a new primary office location, data center, and additional regional offices.
- Drove continuous improvement and reduced errors in banking and treasury operations by implementing zero-defect target which decreased errors from 26 in six months to only two.
- Managed large-scale reengineering of back-office business process; introduced straight through processing (STP) to reduce cost and improve efficiency and quality.

ARAB NATIONAL BANK; Riyadh, KSA

2008 - 2011

General Manager (GM); Chief Information Officer (CIO); Head of Information Technology Group

Fifth-largest bank in Saudi Arabia; provides both Islamic and traditional financial product offerings/services.

Directed IT architecture, IT development, customer service, operations, project management, and governance; managed \$95-million budget. Restructured dysfunctional organization and motivated 250-person, cross-functional team to exceed expectations and increase productivity while reducing the size and cost of the group. Implemented new PMO structure and processes ensuring consistent, timely and quality deliverables.

- Saved \$4 million in 2008, \$14 million in 2009, and \$16 million in 2010 by strategically renegotiating supplier contracts.
- Led the implementation of and conversion to a new core banking system with 38 integrated systems; successfully completed project in just 11 months.
- Established new architecture to reduce applications and complexity from 123 to 80. Built eco-friendly dark data center and major technology infusion; saved \$4 million under projected costs.



CARDEAN LEARNING GROUP; Chicago, IL

2006 - 2007

Executive Vice President (EVP)/Chief Operating Officer (COO)

Educational firm providing undergraduate and graduate degrees to approximately 5,000 students.

Accountable for \$37 million in revenue generation; aligned resources with strategic planning and goals. Managed \$28-million budget and 130+ staff from marketing, sales, account retention, and IT.

- Drove the extensive cost reduction and productivity increase of an 84-person call center—improved overall sales 150% and individual performance 800% while reducing staff to just 30 employees.
- Oversaw the selection and implementation of a new CRM system as well as a new e-commerce system.

Corbis; Seattle, WA

2005 - 2006

Chief Information Officer (CIO)

Digital and analog image licensing company.

Implemented new quality organization responsible for change management, adherence to procedures, and assurance timely and quality deliverables. Directed the implementation of a new ERP back-office system. Restructured development to focus on sustainable engineering and user interface development as well as traditional applications.

- Reduced annual enterprise-wide networking costs by \$1 million while improving access time and reducing network suppliers to a single WAN provider; managed the global implementation, with completion in 90 days.
- Established new VoIP system, saving \$900K in telecom costs.
- Drove the selection of a new rights management system, ensuring project implementation plan aligned with the ERP integration plan and requirements.

THE CTO GROUP; San Francisco, CA

1998 - 2005

Managing Principal/Interim CIO

Company provides executive-level information and technology consulting services for clients such as Merrill Lynch, ABN AMRO, Goldman Sachs, Wells Fargo, and Bank of America.

Dramatically improved performance and reduced complexity of high-volume online transaction system. Redefined and reclassified all job functions to align with business requirements.

- Identified \$1.3 million in unnecessary capital expenditures and renegotiated supplier contracts to achieve \$1 million in savings annually. Reduced staff 35% while improving customer service levels.
- Established new employee performance review criteria and procedures to ensure accurate evaluations and effective reward systems.
- Organized, managed, and mentored \$75-million CRM multi-division program for major communication firm.
- Merged multiple groups into single group with cross-divisional responsibilities for global financial institution.

SPATIALIGHT, INC.; Novato, CA

1997 - 1998

President; Chief Operating Officer (COO); Board of Directors Member

Miniature Liquid Crystal Display (LCD) development company.

Directed strategic and business planning, operations, engineering, prototype manufacturing, marketing, and sales. Functions included chip design and fabrication, component selection, prototype assembly, LCD material selection, cell design/experimentation, and optics selection/testing.

- Built flexible integrated network supporting telecommuting and Internet e-commerce capabilities at significant cost savings. Changed strategic product direction to a much larger consumer-oriented market.

Previous positions include:

Director, Creative & Software Development; COMPAQ COMPUTER CORPORATION; San Bruno, CA; 1995 - 1997

President; COO; Board of Directors Member; MOTION WORKS CORPORATION; Vancouver, BC; 1994 - 1995

Director, Core Technologies; Chief Architect; OPENVISION TECHNOLOGIES, INC.; Pleasanton, CA; 1992 - 1994

EDUCATION

M.B.A.; Presidential/Key Executive Program; PEPPERDINE UNIVERSITY; Los Angeles, CA

Previously attended Marquette University and University of Wisconsin

**APPLICATION FOR BOARD OF DIRECTORS OF THE LAS VEGAS
STADIUM AUTHORITY CREATED BY SENATE BILL 1 OF THE 30TH SPECIAL
SESSION OF THE NEVADA LEGISLATURE**

Interest Application

(Note: This document and accompanying materials become
public record once they are received by the Stadium Authority.)

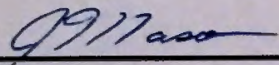
General Information

Applicant Name: James (Jim) Mason
Home Address: 2308 Carinth Way **City** Henderson **Zip** 89074
Mailing Address: 8804 Spanish Ridge **City** Las Vegas **Zip** 89148
Home Phone: 702-263-2355 **Cell Phone:** 702-604-3702
Work Phone: 702-734-6871 **Fax:** 702-732-1687
Email Address: jim@taylor-usa.com
Current Employer: Taylor International

Residency Requirement

Senate Bill 1 requires that a member of the Board of Directors of the Las Vegas Stadium Authority reside WITHIN THE BOUNDARIES of the Stadium District. The Stadium District is composed of the area within a 25 mile radius of the Clark County Government Center located at 500 South Grand Central Parkway in Las Vegas. Please be sure you actually live within the boundaries before completing the remainder of this application. A map of the district has been posted on the Stadium Authority website along with this application (www.LVStadiumAuthority.com).

I verify by my signature below that all statements made on the application, as well as any information attached thereto, are true and complete to the best of my knowledge.

 12/19/2016
Signature Date

REQUIRED ADDITIONAL INFORMATION

(Your application will NOT be considered without the additional information noted below)

Along with this application, please submit a letter of interest as well as a separate document providing the information that is asked for on the following page.

SUBMITTING APPLICATION

You may submit this document and the required information by **NOON, DECEMBER 19, 2016**, by email to Brian Haynes at bhaynes@appliedanalysis.com or deliver the same in person to Applied Analysis, 6385 S. Rainbow Blvd., Suite 105, Las Vegas.

Jim Mason
2308 Carinth Way
Henderson, NV 89078

December 19, 2016

Mr. Brian Haynes
Applied Analysis
6385 South Rainbow Blvd.
Suite 105
Las Vegas, NV

Re: Las Vegas Stadium Authority

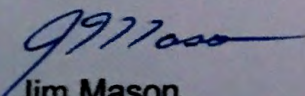
Dear Mr. Haynes

Please allow me to introduce myself, I am Jim Mason and I have lived in the Las Vegas Valley since 1965, graduating from Valley High School in 1983. I have worked full time for Taylor International since 1989 and have been the president and part owner since 1998. Taylor International Corp is a Las Vegas based, family owned construction company specializing in large commercial projects.

I would like to formally submit my application to be a member of the Board of Directors of the Las Vegas Stadium Authority. I currently sit on the Board of the Nevada Contractors Association and have served as president of that organization. I also am the current president of the Las Vegas Chapter of the Juvenile Diabetes Research Foundation. A Chapter founded by the Mason family in 1972.

I have been involved with large construction project my entire professional career beginning in 1989 with the MGM Grand Resort as Assistant Project Manager. From there I was involved as Project Manager on the Stratosphere Resort and remodel of the Desert Inn Resort. From 1999 through 2008 I served as Taylor's lead Project Executive for multiple projects as General Contractor or Construction Manager for Las Vegas Sands on including the Palazzo Casino Resort. The Palazzo is a 7.5 million square foot mega resort costing in excess of \$1.6 billion.

Please see the attached for a more detailed description of my background and experiences in the construction field. Thank you for your consideration.



Jim Mason
702-604-3702

Jim Mason
President and Part Owner
Taylor International

Jim attended Lewis and Clark College in Portland, Oregon from 1983 through 1987, graduating with a Bachelor's of Science in Business Administration in 1987. Upon moving back to Las Vegas in 1989, Jim took a position as Assistant Project Manager with Taylor International a family owned construction firm base in Las Vegas.

Jim grew up in the construction industry and has worked on multiple large mega-resorts over his career. Jim was involved with the construction of the MGM Grand, Stratosphere Resort, Desert Inn Resort and Aladdin Resort. From 1999 through 2008 Jim was Taylor's Project Executive for multiple construction projects for Las Vegas Sands.

Below is a list of some of the most notable projects in Jim's past at Las Vegas Sands:

- **Guggenheim Exhibition Hall / Art of the Motorcycle** – This project was a \$30 million museum space designed by Frank Gehry and Rem Koolhaas. Jim was the Project Executive and Senior Project Manager responsible for all aspects of design coordination and construction cost. This work was recognized by the AGC with the 'AON Build America Merit Award'.
- **Venezia Tower at the Venetian Hotel** – The Venezia is a 1,000 room hotel tower constructed atop the existing Venetian Parking Structure. This building had a construction cost exceeding \$110 million and was completed in just 11 months. Work was further complicated by restricted access due to the proximity to the continuously operating main Porte Cochere. On this project Jim was the Venetian's primary point of contact for all construction activities and construction cost.
- **Palazzo Casino Resort** – From 2004 through 2007 Jim was Taylor's lead Project Executive for the construction of the Palazzo Casino Resort. The Palazzo is over 7.5 million square feet and cost in excess of \$1.6 billion. In addition to heading Taylor's construction team, Jim was involved with the initial budgeting, preconstruction logistics, buy-out and cost control for this project.

After completing the Palazzo in 2008, Jim moved back to the Taylor main office to continue his role as President and part owner, heading up multiple tenant improvements, room remodels and Tribal Gaming projects. Beginning in 2009

continuing through today, Jim's responsibilities have included supervising the Taylor team maintaining the shuttered Fontainebleau Resort.

In summary, Jim is familiar and experienced in large commercial projects such as the proposed Las Vegas Stadium. Jim has worked both with and around Mr. Adelson and has always been his advocate in construction related matters.

Jim believes in good corporate citizenship and community involvement and has always been involved with local industry groups like the AGC and community boards such as Congregation Ner Tamid and JDRF.

April 4, 2014

To Whom It May Concern:

In 1997 Stuart Mason was the Vice President of Development for The Venetian (now Las Vegas Sands). His team eventually grew to number fifty people, but when I joined there were only five of us. Stuart said that he wanted to run and grow the Development Office as an organization providing professional design and construction management services to Sand's executives. We would anticipate their needs, personally follow up on every request, hold to the highest ethical standards and build using only the highest quality workmanship. Stuart was at that time in the process of turning control of Taylor Construction to his sons Jim and Bill. Over the ensuing years it has become clear that he had imbued them with the same principles.


While with Sands as Vice President of Design, I worked with Taylor Construction on nearly a dozen projects in Las Vegas. They varied greatly in size and complexity, but two stand out particularly as examples of their unique approach to construction.

The Guggenheim Museum at The Venetian was a specialty art gallery designed by the architect Rem Koolhaas. With a budget of only six million dollars, it featured interior and exterior walls made of Corten steel. There were three large rotating displays that could vary the size and shape of the display rooms. Though compact at six thousand square feet, it was a custom project from start to finish. We called it The Jewel Box because of its intricate assembly requirements. Under Bill Mason's direction, Taylor completed the project in just less than eight months. Bill built the building in his head, then oversaw the entire process of researching the metal fabricators and finishers, shipping half inch thick panels from St. Louis to Las Vegas, fixing them to the steel frame on site and accomplishing the final adjustment and finishing. His unflinching personal attention to the workmanship was critical to the success of the construction.

Taylor also built The Palazzo Casino Resort, acting as construction management extension to Sand's Development Team. The Palazzo was the exact opposite of the Guggenheim. It was a sprawling three million square feet, including a fifty two story tower and a four thousand space parking garage, built at a cost of almost two billion dollars. Overseen by Jim Mason, construction was completed in thirty two months. Jim was fully committed to the project, and his close working relationship with Sand's VP of Construction facilitated the process. Like Bill on the Guggenheim, Jim was personally invested in the project day to day, but the scale of The Palazzo also highlighted the depth of supervisory personnel that Taylor was able to muster. Jim's extensive experience with local subcontractors and suppliers was a key to getting their best teams on the project. It shows in the quality of the building.

When you work with Taylor Construction you get thirty years of local market experience and third generation family leadership in a company that has built four of the largest hotels in the world. More importantly, you get people who care deeply about and are very good at what they do, and in the end it's the people that matter. You won't find any more qualified people than Jim and Bill Mason.

Very truly,

A handwritten signature in blue ink that reads "Jim Beyer". The signature is fluid and cursive, with the first name "Jim" being more prominent than the last name "Beyer".

James E. Beyer - AIA
Senior Vice President – Design & Construction
MGM Resorts International



ROBERT E. BOOTH, AIA
PRINCIPAL – Board of Directors

December 15, 2010

Re: Taylor International Corporation (Taylor)

To Whom It May Concern:

HKS Architects and approximately 25 consultant groups under our contract worked with Taylor on the Palazzo in Las Vegas for Las Vegas Sands Corporation. The project was delivered on time and within the owner's budget because of Taylor. Their project delivery methods offered collaborative decision making and open communications.

It is very different to design and deliver 7 million square feet and approximately 2 billion dollars of construction without making mistakes. Their efforts to help the consultants mitigate issues saved many millions of dollars for the owner and saved the team from potential claims.

As Principal in Charge of the Palazzo and the various projects associated with the project it was an extremely refreshing and successful experience.

I am now friends with Jim and Bill and have tremendous respect for their Father who obviously taught his sons that mutual respect produces more successful results.

Should anyone desire to discuss Taylor in more detail please do not hesitate to call me at 214-263-3330.

Sincerely,

Robert E. Booth, AIA
Principal
Direct: 214-969-3349

RB/ah

HKS

RICHARD JOHNSTON AIA
PRINCIPAL

December 17, 2010

To Whom It May Concern:

This letter is sent in regards to HKS' relationship with Taylor International Corporation (TIC). Over the past eight years we have shared an excellent working experience – particularly on the Palazzo Casino in Las Vegas, Nevada.

Prior to beginning design for each element of the project, we met with TIC to review “Lessons Learned” from past projects completed for the Venetian. This saved everyone on the project time, but most of all, focused design efforts in the right direction regarding cost. As a result very little value engineering was required.

TIC provided biweekly updates on the project schedule for Palazzo with accurate timelines during the design process. This was very valuable to the design team due to the fast-track nature of the project. Where there were conflicts between deliverables by the design team and critical dates for the GC, TIC was very nimble with timeline adjustments to meet HKS dates. A good example is the podium steel erection sequence. The structural engineer had difficulty delivering an entire vertical sector in one package (WPM delivered steel design by level) but TIC worked with the steel erector to revise the erection sequence to dovetail with design package turnover.

Each TIC employee we have worked with has been very professional to deal with and exhibit ultimate professional skills. Jim and Bill Mason have varied resumes with experience on multiple project types.

Coordination of the exiting Venetian resort was a very critical item to the success of the Palazzo project. Obviously, the Venetian is a 24 hour facility that could not have interruptions in service – even during the construction of a 7 million square feet resort next door. A very complicated system of Temporary Exiting had to be defined and worked out with Clark County's Building Department. TIC was integral in developing the temp exiting strategy and assisted HKS with negotiation/approval required with CCBD.

In closing, I would like to say that TIC is my top choice for a seasoned gaming contractor. Please feel free to call me to discuss anything further at 214.969.3031.

Sincerely,



Richard D. Johnston, AIA



December 17, 2010

REF: Taylor International Corp.

As Executive Director Design for Venetian, I had the privilege of working closely with Taylor International on numerous projects ranging from small single office remodels to 7 million square foot integrated resorts over an 8 year period. Taylor provided construction management services for the Venetian and I represented the owners design staff on these projects.

Taylor International provided exceptional personal service to the Venetian and worked closely with the design team to propose, evaluate and select alternate design elements that would meet or exceed the design intent and provide best value for the project. Taylor's excellent cost and schedule control efforts on the Palazzo are to be commended. Their team successfully ensured that project costs were controlled and the scheduled opening date of our project was met.

Construction management at Taylor clearly means to provide service to the owner and build projects like you own them.

Sincerely,

VENETIAN CASINO RESORT, LLC

Robert M. Platt, PE
Executive Director

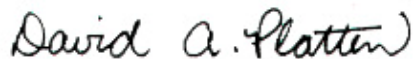
WALTER P MOORE

To whom it may concern:

We worked with Taylor on construction of the Palazzo project, serving as project structural engineers. As co-owners, Jim and Bill Mason were very hands-on, maintaining a good grasp of project specifics, and in general, assuming key leadership roles. Their direct involvement definitely enhanced project outcomes at key milestones from start to finish.

The Taylor superintendents were practical-minded, maintaining a good and logical balance between ease of construction and satisfying design intent under conditions of potential conflict. The mindset was one of acknowledging that both construction issues and design issues arise, and that collaboration and teamwork between contractor and engineer is required to resolve both. As an engineering firm, we were comfortable in knowing that the help we offered to resolve construction issues in the field would be returned to us by Taylor to help solve design issues discovered in the field.

Sincerely,
WALTER P MOORE



David A. Platten, P.E.
Senior Principal/Managing Director
Dallas Structural Engineering Services

1845 WOODALL RODGERS FREEWAY, SUITE 1650
DALLAS, TEXAS 75201.2290
PHONE: 214.740.6200 FAX: 214.740.6300

HOUSTON DALLAS TAMPA ATLANTA
ORLANDO KANSAS CITY AUSTIN LOS ANGELES LAS VEGAS

www.WALTERPMOORE.COM

APPLICATION FOR BOARD OF DIRECTORS OF THE LAS VEGAS STADIUM AUTHORITY CREATED BY SENATE BILL 1 OF THE 30TH SPECIAL SESSION OF THE NEVADA LEGISLATURE

Interest Application

(Note: This document and accompanying materials become public record once they are received by the Stadium Authority.)

General Information

Applicant Name: Ralph McNamara

Home Address: 50 Portezza Drive, Henderson, NV 89011

Mailing Address: 50 Portezza Drive, Henderson, NV 89011

Home Phone: 702-558-9925 **Cell Phone:** 702-715-5747

Work Phone: 702-558-6969 **Fax:** 702-558-6969

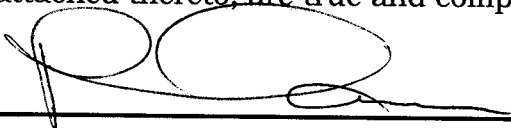
Email Address: ralph.mcnamara@centurylink.net

Current Employer: Self Employed

Residency Requirement

Senate Bill 1 requires that a member of the Board of Directors of the Las Vegas Stadium Authority reside **WITHIN THE BOUNDARIES** of the Stadium District. The Stadium District is composed of the area within a 25 mile radius of the Clark County Government Center located at 500 South Grand Central Parkway in Las Vegas. Please be sure you actually live within the boundaries before completing the remainder of this application. A map of the district has been posted on the Stadium Authority website along with this application (www.LVStadiumAuthority.com).

I verify by my signature below that all statements made on the application, as well as any information attached thereto, are true and complete to the best of my knowledge.



12/8/2016

Signature

Date

REQUIRED ADDITIONAL INFORMATION

(Your application will NOT be considered without the additional information noted below)

Along with this application, please submit a letter of interest as well as a separate document providing the information that is asked for on the following page.

SUBMITTING APPLICATION

You may submit this document and the required information by **NOON, DECEMBER 19, 2016**, by email to Brian Haynes at bhaynes@appliedanalysis.com or deliver the same in person to Applied Analysis, 6385 S. Rainbow Blvd., Suite 105, Las Vegas.

INFORMATION REQUEST

Senate Bill 1 requires that each member of the Board of Directors of the Las Vegas Stadium Authority have certain experience, education or skills.

EDUCATION: List the names of colleges and graduate schools attended; dates of attendance; and certificates or degrees awarded.

EXPERIENCE:

You must provide information relating to at least ONE of the following:

1. Provide detailed information concerning your experience in the design, engineering and construction of major commercial projects and estimating the costs of the construction of major commercial projects.
2. Provide detailed information concerning your experience in the financing of capital projects in Nevada.
3. Provide detailed information concerning your experience in the field of stadium, arena or event management.
4. Provide detailed information concerning your experience in workforce development, training, diversity, or supplier engagement.
5. Provide detailed information on your experience as a representative of the private sector and the education experience, and skills that you possess that are necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Las Vegas Stadium Authority.

Experience Information pertaining to the above:

I have 30 years of experience in conducting oversight of construction contracts both nationally and internationally for the identification of fraud and to prevent waste and abuse. As everyone is aware, the prevention of fraud, waste, and abuse is key to any construction project, notwithstanding this Stadium high profile project that is somewhat politically charged. In my experience I have learned that product substitution, contract modifications, cost mischarging, subcontractor nonpayment, labor mischarging, etc., are common problems that can disrupt and taint construction projects, if not identified and addressed early on. My experience ranges from construction projects involving embassies overseas while I was assigned as the Deputy Assistant Inspected General for the Department of State, to Federal buildings within the United States as Regional Director, for Federal Protective Service, Department of Homeland Security. In addition, as Assistant Inspector General for Investigation at the National Archives and Records Administration (NARA), I was involved with projects pertaining to private mass storage facilities approved by NARA. What I would bring to the table is the ability to reduce operational risks to the Stadium construction project, add a layer of fraud detection, and highlight potential risk areas for the board to consider/address. I also have experience in security and law enforcement. It would be an honor to serve the board and my fellow citizens of Clark County.

ASHOK "ASH" MIRCHANDANI

3900 South Hualapai Way # 102 LV NV 89147 M:702-280-7203 ash@mbusinesscentral.com

December 12, 2016

Mr. Brian Haynes
Applied Analysis
6385 S. Rainbow Blvd., Suite 105
Las Vegas, NV 89118

RE: Board of Director Position, Clark County Stadium Authority

Dear Mr. Haynes:

It is with great optimism and interest that I submit my application for the Board of Directors, Clark County Stadium Authority. I have an extremely unique skill set and business background that I believe will match well with and substantially benefit the board team you are seeking.

I have extensive successful experience as an individual business owner, with an inimitable background in government as well as the non-profit sector. Upon review of my resume I believe that you will determine that my experience and successes are exactly what is required at this stage in development of the stadium and throughout its continued challenges and successes.

My strengths are well aligned to meet the needs of the stadium and ensure its success:

- Program development, growth and process improvements.
- Expertise in accessing capital, achieving financial growth and independence.
- Unparalleled ability to attract and develop appropriate, diverse and knowledgeable talent.
- Ability to conceive, create and implement mega events.

My years of experience as a business owner, government official and as the President of several nonprofit organizations have provided me with the desire and ability to work with a diverse team of people at every level and to achieve goals by constant and consistent process evaluations and improvements. This is key to the success of any team and any business.

In closing, I look forward to discussing how I can contribute to the team by providing the leadership necessary so that we are well positioned in building a successful stadium benefiting our present and future generations of Nevadans.

Sincerely,

Ashok Mirchandani
Ashok "Ash" Mirchandani

**APPLICATION FOR BOARD OF DIRECTORS OF THE LAS VEGAS
STADIUM AUTHORITY CREATED BY SENATE BILL 1 OF THE 30TH SPECIAL
SESSION OF THE NEVADA LEGISLATURE**

Interest Application

**(Note: This document and accompanying materials become
public record once they are received by the Stadium Authority.)**

General Information

Applicant Name: Ashok Mirchandani
Home Address: 10570 Hope Mills Dr **City** Las Vegas **Zip** 89135
Mailing Address: 3900 South Hualapai Way #102 **City** Las Vegas **Zip** 89147
Home Phone: 702-280-7203 **Cell Phone:** 702-450-1891
Work Phone: 702-485-1718 **Fax:** 702-450-1891
Email Address: ash@mbusinesscentral.com
Current Employer: M Business Consultants (Self)

Residency Requirement

Senate Bill 1 requires that a member of the Board of Directors of the Las Vegas Stadium Authority reside WITHIN THE BOUNDARIES of the Stadium District. The Stadium District is composed of the area within a 25 mile radius of the Clark County Government Center located at 500 South Grand Central Parkway in Las Vegas. Please be sure you actually live within the boundaries before completing the remainder of this application. A map of the district has been posted on the Stadium Authority website along with this application (www.LVStadiumAuthority.com).

I verify by my signature below that all statements made on the application, as well as any information attached thereto, are true and complete to the best of my knowledge.

Ashok Mirchandani

December 12, 2016

Signature

Date

REQUIRED ADDITIONAL INFORMATION

(Your application will NOT be considered without the additional information noted below)

Along with this application, please submit a letter of interest as well as a separate document providing the information that is asked for on the following page.

SUBMITTING APPLICATION

You may submit this document and the required information by **NOON, DECEMBER 19, 2016**, by email to Brian Haynes at bhaynes@appliedanalysis.com or deliver the same in person to Applied Analysis, 6385 S. Rainbow Blvd., Suite 105, Las Vegas.

INFORMATION REQUEST

Senate Bill 1 requires that each member of the Board of Directors of the Las Vegas Stadium Authority have certain experience, education or skills.

EDUCATION: List the names of colleges and graduate schools attended; dates of attendance; and certificates or degrees awarded.

EXPERIENCE:

You must provide information relating to at least ONE of the following:

1. Provide detailed information concerning your experience in the design, engineering and construction of major commercial projects and estimating the costs of the construction of major commercial projects.
2. Provide detailed information concerning your experience in the financing of capital projects in Nevada.
3. Provide detailed information concerning your experience in the field of stadium, arena or event management.
4. Provide detailed information concerning your experience in workforce development, training, diversity, or supplier engagement.
5. Provide detailed information on your experience as a representative of the private sector and the education, experience, and skills that you possess that are necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Las Vegas Stadium Authority.

ASHOK “ASH” MIRCHANDANI

3900 South Hualapai Way # 102 LV NV 89147 M:702-280-7203 ash@mbusinesscentral.com

Application to Serve on the Stadium Board

SUMMARY:

Experienced Board Director with extensive professional background, proven business acumen and significant executive leadership accomplishments in business, public financing, and philanthropy. Strong diplomatic skills with a natural affinity for cultivating relationships and organizing, facilitating, and inspiring collaboration among diverse individuals. Applies qualities of integrity, credibility, stewardship and a passion for progress to strategic governance efforts.

SKILL AREAS:

- Public Financing
 - Public Administration
 - Financial Management
 - Consensus Building
 - Communication
 - Organizational Strategies
 - Process Improvement
 - Fundraising
-

EXPERIENCE & KEY ACCOMPLISHMENTS:

1. Financing and Capital Projects in Nevada

- ❖ As the Deputy Director of Nevada Department of Business and Industry, I revamped and re-launched several bond programs which included, Industrial Development Revenue Bonds, Renewable Energy Bonds, Exportation of Goods Bonds, and Venture Capital Bonds.
- ❖ Successfully implemented several legislatively mandated public financing programs such as New Market Tax Credit Program, and Charter School Bond Programs, including: writing regulations, conducting workshops, ensuring passage through the legislative commission, and implementing these public financing programs for Nevadans New Market Tax Credit Program, and Charter School Bond Programs.
- ❖ Created several other accesses to capital programs for small businesses.
- ❖ Instrumental in moving the largest micro lender “Accion” to Nevada.

2. Experience in the field of Stadium, Arena or Event Management

❖ As the deputy director of the Nevada Department of Business and Industry, I was charged from time to time in trouble shooting divisional issues and modernizing regulations; one of the divisions, was the athletic division, where I worked on issues relative to its various unarmed combat sports including boxing, mixed martial arts, and kick boxing. These events were widely broadcasted, national events held in large arenas such as the MGM Grand Arena.

❖ Created the first ever “Governors’ conference on small business” in Nevada, which is the first ever in Nevada where there are more than 100 exhibitors and over a thousand attendees, and the single most extensive resource event for small businesses in Nevada. This was done without the use of any taxpayer dollars but instead through creating partnerships with all chambers of commerce and community organizations to fund and market the event.

❖ I have extensive experience in envisioning and managing events that are attended by anywhere from 500-2000 attendees and doing so with very little money and staff resources. I have done events to fight Human Trafficking; health fairs with over 2,500 attendees, and political events with over 1000-1500 participants as President of Asian Political Alliance.

3. Workforce Developments, Training, Diversity, or Supplier Engagement

❖ In 2008 when the Southern Nevada Workforce Board had financial woes, I as an employee of the Nevada Department of Employment, Training, and Rehabilitation, single-handedly recreated their fiscal programs, and worked with the providers to bring in effective fiscal systems. I found over \$250K in overpayments and collected these taxpayer dollars for programmatic activities.

❖ Point person for the fiscal implementation of American Recovery and Reinvestment Act in the Nevada Department of Employment, Training, and Rehabilitation for the implementation of all workforce programs under ARRA.

❖ As the Chief Financial Officer of Workforce Connections, I created several initiatives to strengthen program outcomes relative to workforce development and outcome measurements.

❖ As the deputy director of Business and Industry, in my role as the small business advocate for the state, I regularly worked with many small business stake holders such as, but not limited to; Local Governments, Nevada Minority Suppliers Corporation, SCORE, SBA, NDOT and McCarran Airport on small business

development and diversity programs and was awarded the Trailblazer award by Nevada Minority Supplier Corporation for 2013.

4. Experience as a representative of the private sector. Education, experience, and skills necessary to effectively execute the duties and responsibilities of a member of the Board of Directors of the Clark County Stadium Authority

- ❖ Over 10 years of extensive experience in the corporate sector working in the building material industry.
- ❖ Very successful career in real estate since 2004 and currently the brokerage (M Realty) is also a consultant to the Clark County Department of Social Services.
- ❖ Successful entrepreneur in Clark County; created several businesses that employ over 50 residents. Businesses ventures include:
 1. President - M Business Consultants - Full service management consultancy services, primarily in the healthcare sector. Business development for global products in US markets and overseas marketing. Regulations and Compliance. Access to Capital. Lobbying, Government Relations and Advocacy.
 2. Partner - Charleston Residential Services - 135 Bed Assisted Living Facility.
 3. President- A-1Fingerprinting Services - Provides background checks, including fingerprinting, civil name check, DNA, and drug testing.
 4. Vice President - Millennium Commercial Properties - Sales and Management of Commercial Properties and REIT Investments.
 5. Trustee/Owner - Shiv Shakti LLC - Real Estate Investments.
 6. Trustee/Co-Owner - SANJ LLC - McCarran Airport Retail.
 7. Partner - Sierra Residences- Senior Memory Care
 8. Partner - Sierra Insulation - Insulation Subcontractor

EDUCATION:

- Masters in Business Administration, Finance
- Bachelor of Business Administration (B.B.A.),
- Institute of Chartered Financial Analyst of India - Business Finance (Gold Medalist)
- Indira Gandhi National Open University -Business Finance, Accounting and Finance

TRAINING & PUBLICATION:

PUBLICATIONS

- Nevada Home Retention Program- 2013

TRAINING

- Private Public Partnerships & Bonds - 2013
- Crucial Confrontations - 2012
- Contracts, Accounting& Reporting - 2008
- Federal Cost Principals& Accounting Training -2008

CERTIFICATION

- Certified Public Manager State of Nevada - 2010
- Oracle Certified Consultant - 1999

HONORS & AWARDS

- Nevada Trailblazer Award –Awarded by Minorities Suppliers Development Corporation - 2014
- Featured in Nevada Spotlight for many achievements – 2014
- Prominent Asian Award – Asians for Nevada - 2014
- Excellence Award – Nevada Department of Business & Industry - 2013
- Recognized by Nevada Legislature for Creating the Nevada Home Retention Program - 2013
- Gold Medalist in CFA Exams- Presented by The Hon. Prime Minister of India, Dr. ManMohan Singh -1996
- Improving Organizational Cash flows, Spartek Ceramics Ltd - 1990
- Idea Generation Spartek Ceramics Ltd – 1989

BOARD POSITIONS

- 2015- Present – Nevada Capital Investment Corporation
- 2015- Present - Freedom Housing Sober Living
- 2014 –Present - President’s Council, Nevada State College
- 2010 –Present - Chairman/President – United Citizens Foundation
- 2015-2016 –Technical Advisory Committee to form a plan to re-organize CCSD
- 2015-2016 – First Persons Care Clinic
- 2012 – 2015 Member – Board of Directors, State Public Employees Benefits Board
- 2012 – 2014 Secretary/Treasurer – Home Means Nevada Inc.
- 2011 – 2012 Member – Nevada State College Diversity Council
- 2010 – 2012 Vice Chairperson, University Medical Center Hospital Advisory Board