

ASSIGNMENT AND AMENDMENT NO. 1  
AGREEMENT FOR SERVICES

This Assignment and Amendment No. 1 (the "Assignment and Amendment") of and to the Agreement for Services dated October 22, 2013 and labeled Contract C-8672 by the City of Glendale City Clerk (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation (the "City") Global Spectrum, L.P., a Delaware limited partnership ("Global Spectrum"), and SMG, \_\_\_\_\_ authorized to do business in Arizona ("SMG").

RECITALS

- A. The City and Global Spectrum previously entered into the Agreement; and
- B. Effective July 1, 2016, SMG is the venue manager for University of Phoenix Stadium (the "Stadium"), and has the authority to enter into service agreements on behalf of the Arizona Sports and Tourism Authority, the entity that owns the Stadium; and
- C. Global Spectrum wishes to assign and transfer to SMG all of Global Spectrum's rights and obligations under the Agreement, as amended, and SMG desires to assume all of Global Spectrum's rights and obligations as provided in this Assignment and Amendment, as of July 1, 2016; and
- D. City and SMG wish to amend the Agreement by extending its term in accordance with the terms of this Assignment and Amendment.

AGREEMENT

In consideration of the mutual promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City, Global Spectrum and SMG agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Assignment and Amendment.
- 2. **Assignment.** Global Spectrum assigns and transfers to SMG all of Global Spectrum's rights and obligations under the Agreement, as amended, and SMG assumes all of Global Spectrum's rights and obligations under the Agreement. The City consents to Global Spectrum's assignment of its rights and obligations to SMG.
- 3. **Term.** The term of the Agreement is extended so that the Agreement now expires September 30, 2016, unless otherwise terminated or canceled as provided by the Agreement. This paragraph modifies and supersedes the conflicting provisions of Paragraph 4 of the Agreement, but all other provisions of the Agreement except as set forth in this Assignment and Amendment remain in their entirety.

4. **Non-discrimination.** SMG must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. SMG will require any Sub-contractor to be bound to the same requirements as stated within this section. SMG, and on behalf of any subcontractors, warrants compliance with this section.
  
5. **Ratification of Agreement.** The City and SMG agree that except as expressly provided in this Amendment and Assignment, the provisions of the Agreement remain in full force and effect and that if any provision of this Assignment and Amendment conflicts with the Agreement, then the provisions of this Assignment and Amendment prevail.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF GLENDALE, an Arizona  
municipal corporation

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Kevin R. Phelps, City Manager

ATTEST:

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Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

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Michael D. Bailey, City Attorney

ASSIGNOR:

Global Spectrum, L.P.,  
a Delaware limited partnership

ASSIGNEE:

SMG, a

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Name:  
Title:

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Name:  
Title: