

Exhibit A

From: Earl Scudder
Sent: Monday, April 06, 2009 04:32 PM
To: rrodier@richardrodierlaw.com
Subject: RE: Yotes

Richard: We would keep the term sheet confidential among Jerry Moyes and his advisers until such time as it became a part of a bankruptcy filing or our advisers counseled us that we should inform the NHL of the amount involved. For example, if the NHL attempts to take control of the team, our advisers may wish to establish the potential damages by advising them of the offer. We would do so only after advising your client of our intentions. Earl

-----Original Message-----

From: rrodier@richardrodierlaw.com [mailto:rrodier@richardrodierlaw.com]
Sent: Monday, April 06, 2009 5:29 PM
To: Earl Scudder
Subject: Re: Yotes

Thank you for your email. If a term sheet is provided, will it remain strictly confidential?
Sent from my BlackBerry device on the Rogers Wireless Network

-----Original Message-----

From: Earl Scudder <escudder@scudderlaw.com>
Date: Mon, 6 Apr 2009 16:46:25
To: 'rrodier@richardrodierlaw.com' <rrodier@richardrodierlaw.com>
Subject: RE: Yotes

Richard: Our counsel believes our managing member could cause the franchise-owning entity to initiate a Chapter 11 in the U.S., although he continues to question whether a Canadian filing with an ancillary U.S. filing makes sense. We can't consider doing either until we see the terms under which your client proposes to fund the team as DIP lender, protect the seller by closing even if the NHL refused to approve relocation, handle the Gretzky obligations if Wayne refused to move, etc. Your concept of a term sheet might help that process if provided this week, and we can address a possible meeting after your client returns from his vacation. Earl

-----Original Message-----

From: rrodier@richardrodierlaw.com [mailto:rrodier@richardrodierlaw.com]
Sent: Sunday, April 05, 2009 8:50 PM
To: Earl Scudder
Subject: Re: Yotes

OK. My recollection is that your outside lawyer is back tomorrow also. We are doing our best to accommodate you and respect Mr. Moyes wishes.....but please remember our info is that the league plans to act within days and the documentation takes time to prepare. It would be a shame if Mr. Moyes lost out on \$75 million or so through indecision. With sincere respect, at this point there are only two choices.....walk away or take the \$\$\$ from us.....and the choice needs to be made tomorrow.

-----Original Message-----

From: Earl Scudder
To: Richard Rodier
ReplyTo: Earl Scudder
Subject: Re: Yotes

Sent: Apr 5, 2009 9:43 PM

Richard: Swift is sponsoring a charity golf on Tuesday, but I'll talk to him tomorrow. Earl

-----Original Message-----

From: rrodier@richardrodierlaw.com
To: Earl Scudder
ReplyTo: rrodier@richardrodierlaw.com
Sent: Apr 5, 2009 5:18 PM
Subject: Yotes

Just a quick update re meeting with my client if yours decides to go in that direction. He is leaving for family vacation Tuesday night through Easter Sunday. He can meet in person Tuesday. He is reachable by phone during his family vacation but unable to meet personally or sign anything. I look forward to hearing from you tomorrow.

Sent from my BlackBerry device on the Rogers Wireless Network

Earl Scudder

Scudder Law Firm, P.C., L.L.O.

411 South 13th Street, Second Floor Lincoln, NE 68508

o: 402.435.3223 f: 402.435.4239

www.scudderlaw.com escudder@scudderlaw.com

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Sent from my BlackBerry device on the Rogers Wireless Network

Exhibit B

From: rrodier@richardrodierlaw.com
Sent: Thursday, April 16, 2009 09:28 AM
To: Earl Scudder
CC: Thomas J. Salerno; Christopher; William J. Strait; Jerry Moyes
Subject: Coyotes
Importance: High

"Anyway...think it over as to whether or not you want to do the deal based on our proposal and let me know"

Gentlemen,

I have not heard from anyone since my last email from this past Monday night. We have now been advised by our BK counsel that unless they are drafting documents commencing Monday morning it is unlikely that we can complete the transaction which is set out in our proposal. As such I have been instructed to advise you that unless we have a deal by 3pm Eastern Time tomorrow (Friday) at the latest our proposal is withdrawn. The only caveat to that deadline is that I have been instructed to make myself available on the weekend to meet in person with Mr. Moyes (together with anyone else he wishes to include) either in Toronto or in Phoenix if travel arrangements are made.

If anyone has any questions, I can be contacted by email or at 416 804 1430.

Sent from my BlackBerry device on the Rogers Wireless Network

-----Original Message-----

From: "Earl Scudder" <escudder@scudderlaw.com>

Date: Tue, 14 Apr 2009 02:59:00

To: <rrodier@richardrodierlaw.com>

Cc: Thomas J. Salerno<tsalerno@ssd.com>; Christopher<cjohnson@ssd.com>; William J.

Strait<wstrait@scudderlaw.com>; Jerry Moyes<jerry_moyes@swifttrans.com>

Subject: Re: Conference Call

Very simply, if your client wishes to pursue an effort that our counsel tells us is likely to be delayed beyond June 1, he needs to be responsible for the consequences by keeping the team viable while awaiting decision.

Earl Scudder

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-----Original Message-----

From: <rrodier@richardrodierlaw.com>

Date: Tue, 14 Apr 2009 02:47:56

To: Earl Scudder<escudder@scudderlaw.com>

Cc: Thomas J. Salerno<tsalerno@ssd.com>; Christopher<cjohnson@ssd.com>; William J.

Strait<wstrait@scudderlaw.com>; Jerry Moyes<jerry_moyes@swifttrans.com>

Subject: Re: Conference Call

No disrespect, but beyond the 1st sentence, I am not sure what you mean, so I am not sure how to respond.

If you and Mr. Moyes want to discuss a transaction based on our original proposal, that's fine. Happy to do so. The concept is very simple. We basically take over the team and use it to try and achieve our objective. We fund all the transaction costs, which become a debt of the team. If we achieve our objective Mr. Moyes gets a very very generous price. If not, the team reverts back to the NHL with a little more debt.

If, on the other hand Mr. Moyes chooses not to go ahead and at least try, then the team reverts back to the NHL in 2 weeks, he pays Gretz, and possibly pays the NHL on his guarantee.

We think we are a better alternative.

A. Richard Rodier

-----Original Message-----

From: "Earl Scudder" <escudder@scudderlaw.com>

Date: Tue, 14 Apr 2009 02:37:48

To: <rrodier@richardrodierlaw.com>

Cc: Thomas J. Salerno<tsalerno@ssd.com>; Christopher<cjohnson@ssd.com>; William J. Strait<wstrait@scudderlaw.com>; Jerry Moyes<jerry_moyes@swifttrans.com>

Subject: Re: Conference Call

I've told our team to stand down. We are willing to try a BK, but not to assume all risks of delays resulting from rabid opposition from NHL and anti-trust theory unique to BK court. Your proposal allows buyer "outs" beyond legitimate concerns about denied owner or location approvals. If delays are avoided by court ordering NHL to include team in next year's schedule, we all win; but seller can't assume all consequences of delay that forces an unsubsidized season at current location.

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-----Original Message-----

From: <rrodier@richardrodierlaw.com>

Date: Tue, 14 Apr 2009 02:19:05

To: Earl Scudder<escudder@scudderlaw.com>

Cc: Thomas J. Salerno<tsalerno@ssd.com>; Christopher<cjohnson@ssd.com>; William J.

Strait<wstrait@scudderlaw.com>; Jerry Moyes<jerry_moyes@swifttrans.com>

Subject: Re: Conference Call

While I was on the conference call this afternoon, I was exchanging emails with an owner of another sunbelt team as he wanted Jim to buy into his team. You can join that line, but I can tell you there is absolutely no chance Jim will invest in the Yotes while in Glendale. None whatsoever. Even if he was a majority owner.

We are still happy to discuss proceeding with our original proposal though.

Sent from my BlackBerry device on the Rogers Wireless Network

-----Original Message-----

From: "Earl Scudder" <escudder@scudderlaw.com>

Date: Tue, 14 Apr 2009 02:07:58

To: <rrodier@richardrodierlaw.com>

Cc: Thomas J. Salerno<tsalerno@ssd.com>; Christopher<cjohnson@ssd.com>; William J.

Strait<wstrait@scudderlaw.com>; Jerry Moyes<jerry_moyes@swifttrans.com>

Subject: Re: Conference Call

I will inform our team to put pencils down on a possible transaction. We will continue to pursue new equity and would consider an investment by JB (and approval of him as an owner) as a basis for leading to a possible transfer of location if losses aren't stopped in the next season. He would get credit in a purchase transaction for his initial investment.

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-----Original Message-----

From: <rrodier@richardrodierlaw.com>

Date: Tue, 14 Apr 2009 01:34:59

To: Earl Scudder<escudder@scudderlaw.com>

Cc: Thomas J. Salerno<tsalerno@ssd.com>; Christopher<cjohnson@ssd.com>; William J.

Strait<wstrait@scudderlaw.com>
Subject: Re: Conference Call

No need to discuss. I have instructions. The answer is no.
Sorry Earl, I didn't notice the cc's on my 1st transmission.
Sent from my BlackBerry device on the Rogers Wireless Network

-----Original Message-----

From: "Earl Scudder" <escudder@scudderlaw.com>
Date: Tue, 14 Apr 2009 01:15:01
To: <rrodier@richardrodierlaw.com>
Cc: Thomas J. Salerno<tsalerno@ssd.com>; Christopher<cjohnson@ssd.com>; William J.
Strait<wstrait@scudderlaw.com>
Subject: Re: Conference Call

Richard: Our conclusion is that a U.S. filing is needed to assure a favorable ruling under anti-trust laws, which our counsel feels could be obtained, albeit not by June 1. Because that could require another season in our current site, DIP lender would need to finance the deficit because it is his controversial proposal that causes delay and proposal to move would eliminate a Glendale subsidy. Half of DIP loan would be deducted from purchase price if sale to JB closed or all from proceeds of sale to third party if that resulted. Break-up fee would be paid only in the event of a closing of an overbid sale. Termination by JB only if not approved as owner or Hamilton not approved as site, in which event DIP loan forgiven unless team is sold for JB's price or more. In U.S., appeal only lies if the losing party posts a bond, and the NHL can't afford a \$212 million bond. A Canadian ancillary order could be sought if BK counsel agree it's needed.. No Monitor or CRO would be needed.

I'm in Dallas and should have time between tomorrow's meetings to discuss these matters. Earl
Earl Scudder

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-----Original Message-----

From: <rrodier@richardrodierlaw.com>
Date: Mon, 13 Apr 2009 21:45:09
To: Earl Scudder<escudder@scudderlaw.com>
Subject: Conference Call

Earl....by now you probably are aware that the lawyers had our conference call to discuss the relative merits of Chapter 11 and CCAA. I gather I now wait for an email from you re next steps.
Sent from my BlackBerry device on the Rogers Wireless Network

Exhibit C

From: Earl Scudder
Sent: Thursday, May 07, 2009 09:22 PM
To: A. Richard Rodier
Subject: Re: Glendale

As far as we know, the Council was never informed of the \$14.6MM, but Ed thought he could sell it. Ed thought \$20MM would require a vote of the people, which wouldn't pass..if they could do so without tapping the general fund, \$20MM would work.

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-----Original Message-----

From: <rrodier@richardrodierlaw.com>
Date: Fri, 8 May 2009 04:03:22
To: Earl Scudder<escudder@scudderlaw.com>
Subject: Re: Glendale

Understood. And thank u.

Does Council support the 14.6??
What of the 20 million Reinsdorf 'demand'? Has he got a chance??
Sent from my BlackBerry device on the Rogers Wireless Network

-----Original Message-----

From: "Earl Scudder" <escudder@scudderlaw.com>
Date: Fri, 8 May 2009 03:22:48
To: A. Richard Rodier<rrodier@richardrodierlaw.com>
Cc: Jerry Moyes<jerry_moyes@swifttrans.com>; Thomas J. Salerno<tsalerno@ssd.com>
Subject: Glendale

Rich: It was good to meet you, and I want to respond to your inquiry about Glendale. The City never made Jerry a firm proposal as to a subsidy, although, if you promise not to quote Jerry or me, I will tell you that Ed Beazley believed an annual payment of \$14.6 million could be raised by way of a special tax on purchases in the Arena and Westgate, and from other users of the area benefitted by the team's continued presence (e.g. Ellman).

Jerry feels he must maintain a profile as the long-time Glendale resident who engineered what has led to a virtual Renaissance of Glendale(e.g. Cardinals, White Sox-Dodgers, and Cabello's, as well as other business activities) by financing the hockey team to tune of more than \$300MM. He has described Jim's bid as the beginning--not the end--of a process that will attract the highest price for the creditors. He is concerned that aiding an effort to prevent the city of Glendale from offering a subsidy could "chill the bidding" that he has publicly said he endorses. If the group you described files a suit that is based on opposition to using, tax dollars for hockey, they are free to do so without inside information from Jerry. Please keep us informed of any developments. Earl Scudder

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Exhibit D

From: rrodier@richardrodierlaw.com
Sent: Friday, May 08, 2009 08:24 AM
To: Earl Scudder
Subject: Re: Latest developments and the FTC

One of those buyers must have violated its non-disclosure agreement and told our people what the city indicated, since it is something that came their way independently of you or me. I don't know the source.

Sent from my BlackBerry device on the Rogers Wireless Network

-----Original Message-----

From: Earl Scudder <escudder@scudderlaw.com>
Date: Fri, 8 May 2009 10:20:12
To: 'rrodier@richardrodierlaw.com'<rrodier@richardrodierlaw.com>
Cc: 'Salerno, Thomas J.'<TSalerno@ssd.com>
Subject: RE: Latest developments and the FTC

The information that Glendale might subsidize a new buyer to the tune of \$15MM was provided to prospective buyers to indicate the amount the city thought could be provided by way of annual subsidy for 5 years. If one of those buyers violated its non-disclosure agreement and told you what the city indicated, we have no control over them. Jerry cannot have been the source of the specific (\$14.6MM amount, which was not given to buyers) and would state, if asked, that we gave it to you under strict confidentiality.

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-----Original Message-----

From: rrodier@richardrodierlaw.com [mailto:rrodier@richardrodierlaw.com]
Sent: Friday, May 08, 2009 9:55 AM
To: Earl Scudder
Subject: Re: Latest developments and the FTC

I am not certain either. Tim is just someone (lawyer) I know who wants to help the Cause and is offering his relationship for your use.

I get a lot of those kinds of unsolicited emails/ calls....from people I know like Tim, and from strangers.

Re your email(s) last night on Beasley/14.6 million/etc....are u OK if that is leaked to media WITHOUT your team's fingerprints on it anywhere?

Sent from my BlackBerry device on the Rogers Wireless Network

-----Original Message-----

From: Earl Scudder <escudder@scudderlaw.com>
Date: Fri, 8 May 2009 09:39:59
To: 'rrodier@richardrodierlaw.com'<rrodier@richardrodierlaw.com>; TomSalerno<TSalerno@ssd.com>
Subject: RE: Latest developments and the FTC

Richard: I'm uncertain whether he is suggesting the FTC might start an investigation into the NHL's potentially anti-competitive practices, as I would have thought that to be more of the province of the US Department of Justice. I see Tom Salerno has referred the matter to our anti-trust team, which is precisely what I would have done. Thanks. Earl

Earl Scudder

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-----Original Message-----

From: rrodier@richardrodierlaw.com [mailto:rrodier@richardrodierlaw.com]
Sent: Friday, May 08, 2009 6:17 AM
To: Earl Scudder; Tom Salerno
Subject: Fw: Latest developments and the FTC
Pls see below. Ccould this help you?

-----Original Message-----

From: Tim Gilbert
To: Richard Rodier
Subject: Latest developments and the FTC
Sent: May 8, 2009 2:40 AM

Hi Richard:

I am following the Coyotes news with interest. The Globe headline suggests there are potential antitrust issues which are being teed up in the US.

I thought I would mention that I work in DC a lot on these issues and have a good relationship with Jon Leibowitz, the Chairman of the Federal Trade Commission. He actually is a huge sports fan, having been the former chief of staff to Senator Kohl, the owner of the NBA Bucks team.

I have in the past used an FTC investigation to the benefit of private clients. I thought I would mention this as a parellel track complementary to your other approaches.

I know you are swamped with other things but let me know if you are interested in this approach and perhaps we could chat when you have a few minutes.

Best regards,

Tim

Sent from my iPhone

A. Richard Rodier

Exhibit E

From: Earl Scudder
Sent: Monday, June 22, 2009 12:26 PM
To: A. Richard Rodier
Subject: Re: Yotes

I think CEO, although I don't know whether he would keep Doug Moss.

Earl Scudder
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-----Original Message-----

From: <rrodier@richardrodierlaw.com>
Date: Mon, 22 Jun 2009 20:09:25
To: Earl Scudder<escudder@scudderlaw.com>
Subject: Re: Yotes

I gather Tavares would be the new Pres.

-----Original Message-----

From: Earl Scudder
To: Richard Rodier
Cc: Tom Salerno
ReplyTo: Earl Scudder
Subject: Re: Yotes
Sent: Jun 22, 2009 12:02 PM

1) Yes
2) No
3) Not since 6/12, but Tavares asked for (and I approved) an interview with Mike Nealy and Doug Moss last Wednesday.

See you at the courthouse.

Earl Scudder
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-----Original Message-----

From: <rrodier@richardrodierlaw.com>
Date: Mon, 22 Jun 2009 19:47:32
To: Earl Scudder<escudder@scudderlaw.com>
Subject: Yotes

1) Are you in PHX for today's hearing?
2). Has there been anyone new in the data room?
3). Does Reinsdorf (Tavares) continue to access the data room?
Sent from my BlackBerry device on the Rogers Wireless Network

Sent from my BlackBerry device on the Rogers Wireless Network

From: Earl Scudder
Sent: Friday, June 26, 2009 12:24 PM
To: A. Richard Rodier
Subject: Re: Reinsdorf

Heavy action by his team in the data room suggests he will submit a bid.

Earl Scudder

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-----Original Message-----

From: <rrodier@richardrodierlaw.com>

Date: Fri, 26 Jun 2009 18:31:09

To: Earl Scudder<escudder@scudderlaw.com>

Subject: Reinsdorf

Daly has gone silent on hockey media inquiring on whereabouts of Reinsdorf offer.
Any word, indication, hint as to whether he will actually submit an offer today?
Sent from my BlackBerry device on the Rogers Wireless Network

Exhibit F

From: Earl Scudder
Sent: Wednesday, July 08, 2009 09:02 PM
To: A. Richard Rodier
Subject: Re: NHL filing today

Perhaps
Earl Scudder
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-----Original Message-----
From: <rrodier@richardrodierlaw.com>
Date: Thu, 9 Jul 2009 04:10:43
To: Dean J. Parker<dparker@scudderlaw.com>
Cc: Earl Scudder<escudder@scudderlaw.com>; Tom Salerno<TSalerno@ssd.com>
Subject: Re: NHL filing today

I notice that the CEO of researchedge is a former captain of the Yale hockey team. As crazy as it seems, thee guys could be on a lark to see an NHL team up close.....which would render the NHL's proffering of them as a qualified purchaser laughable.

A. Richard Rodier
-----Original Message-----
From: rrodier@richardrodierlaw.com
Date: Thu, 9 Jul 2009 03:59:17
To: Dean J. Parker<dparker@scudderlaw.com>
Subject: Re: NHL filing today

The corporate name suggests it's a delaware corporation. Perhaps you should?

A. Richard Rodier
-----Original Message-----
From: "Dean J. Parker" <dparker@scudderlaw.com>
Date: Wed, 8 Jul 2009 22:40:02
To: 'rrodier@richardrodierlaw.com'<rrodier@richardrodierlaw.com>
Subject: RE: NHL filing today

Not that I know of.
Dean J. Parker
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-----Original Message-----
From: rrodier@richardrodierlaw.com [mailto:rrodier@richardrodierlaw.com]
Sent: Wednesday, July 08, 2009 10:26 PM
To: Dean J. Parker
Subject: Re: NHL filing today
Anyone do a search on Lakehead Hockey Holdings, LLC to see if other names are listed?
Sent from my BlackBerry device on the Rogers Wireless Network

-----Original Message-----
From: "Dean J. Parker" <dparker@scudderlaw.com>

Date: Wed, 8 Jul 2009 22:23:56

To: Earl Scudder<escudder@scudderlaw.com>; A. Richard Rodier<rrodier@richardrodierlaw.com>
Cc: Thomas Tom J. Salerno<tsalerno@ssd.com>
Subject: RE: NHL filing today

I don't know who Daryl represents, but Daryl executed the confidentiality agreement as managing partner of Lakehead Hockey Holdings, LLC. Per his request, he is the only person from his group who currently has access to the data room. His activity in the data room has focused on the financials, PPM, CIM, and APA with PSE Sports & Entertainment LP. He also requested from Kelly Singer the term sheet submitted by the Reinsdorf group.

Dean

Dean J. Parker

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-----Original Message-----

From: Earl Scudder [mailto:escudder@scudderlaw.com]

Sent: Wednesday, July 08, 2009 8:53 PM

To: A. Richard Rodier

Cc: Thomas Tom J. Salerno; Dean J. Parker

Subject: Re: NHL filing today

Dean may insight, which is the reason I copied him.

Earl Scudder

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-----Original Message-----

From: <rrodier@richardrodierlaw.com>

Date: Thu, 9 Jul 2009 02:44:02

To: Earl Scudder<escudder@scudderlaw.com>

Cc: Tom Salerno<TSalerno@ssd.com>; Dean J. Parker<dparker@scudderlaw.com>

Subject: Re: NHL filing today

Bizarre. From the website, and his bio, appears to have no connection to hockey or conducting due diligence on a contract basis.

-----Original Message-----

From: Earl Scudder

To: Richard Rodier

Cc: Tom Salerno

Cc: Dean J. Parker

ReplyTo: Earl Scudder

Subject: Re: NHL filing today

Sent: Jul 8, 2009 9:30 PM

I don't know whom he represents:

Daryl G. Jones

Managing Director

RESEARCH EDGE, LLC

111 Whitney Avenue

New Haven, CT 06510-1265

djones@researchedgellc.com

203.562.6500

-----Original Message-----

From: A. Richard Rodier

To: Earl Scudder
ReplyTo: A. Richard Rodier
Sent: Jul 8, 2009 8:50 PM
Subject: NHL filing today

On page 6 of the NHL objection to your discovery motion it says there ia another potential bidder who has been active lately in the data room. Is that true? Who?
A. Richard Rodier

Earl Scudder
Scudder Law Firm, P.C., L.L.O.
411 South 13th Street, Second Floor Lincoln, NE 68508
o: 402.435.3223 f: 402.435.4239
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A. Richard Rodier

From: Earl Scudder
Sent: Thursday, July 16, 2009 07:28 PM
To: A. Richard Rodier
CC: Thomas Tom J. Salerno
Subject: Re: Daryl Jones

Rich: No idea, but he has seriously accessed the Data Room and has a personal meeting with management. Earl

Earl Scudder

Scudder Law Firm, P.C., L.L.O.

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-----Original Message-----

From: <rrodier@richardrodierlaw.com>

Date: Fri, 17 Jul 2009 03:06:27

To: Earl Scudder<escudder@scudderlaw.com>

Subject: Daryl Jones

Hi Earl.....any idea yet

1). Who Jones is 'fronting for'; and

2) If they are serious and have money or are just kicking the tires.

A. Richard Rodier

Exhibit G

REDACTED

Exhibit H

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re:)	
DEWEY RANCH HOCKEY, LLC,)	
COYOTES HOLDINGS, LLC,)	
COYOTES HOCKEY, LLC and)	
ARENA MANAGEMENT GROUP, LLC,)	
)	
Debtors.)	No. 2:09-bk-09488-RTBP
)	
THE CITY OF GLENDALE,)	
Plaintiff,)	
vs.)	
)	
COYOTES HOCKEY, LLC,)	
Defendant.)	
)	

DEPOSITION OF JERRY C. MOYES

Phoenix, Arizona
July 31, 2009
10:02 a.m.

PREPARED FOR:
ALAN A. MEDA, ESQ.

Prepared by:
Kimberly Portik, RMR, CRR
Certified Reporter
Certificate No. 50149
CANYON STATE REPORTING
2415 East Camelback Road
Suite 700
Phoenix, Arizona 85016

(Copy)

Page 22

1 Q. And he's fulfilling that role now?
 2 A. Yes.
 3 Q. And he is doing that as your representative, but
 4 not -- well, strike that.
 5 He's doing that as your representative but
 6 not the team's representative; correct?
 7 A. Correct.
 8 Q. So he is reporting to you in doing what he thinks
 9 you want done; correct?
 10 A. Correct.
 11 Q. And without getting into the substance of it, I
 12 assume that he's talking to you from time to time about
 13 what would you like to see happen; correct?
 14 A. Yes.
 15 Q. And do you consider his loyalty to be to you and
 16 not necessarily to the team or the NHL or anyone else?
 17 MR. BRANDON: I object to the form.
 18 MR. SORENSEN: Form.
 19 Q. BY MR. BALDIGA: Correct? As far as you're
 20 concerned sitting here, is Mr. Scudder's loyalty as a
 21 lawyer to be to you or to the team or to someone else?
 22 MR. SORENSEN: Form.
 23 MR. BRANDON: I object to the form.
 24 THE WITNESS: To myself personally.
 25 Q. BY MR. BALDIGA: And now I want to just get a

Page 23

1 little bit more detailed on that. We've talked about
 2 Mr. Scudder providing legal advice to you. Well, let me
 3 ask it in a question.
 4 Does Mr. Scudder provide -- has Mr. Scudder
 5 provided legal advice to you since the bankruptcy was
 6 filed?
 7 A. Yes.
 8 Q. And he also provided legal advice to you before
 9 the bankruptcy case was filed; correct?
 10 A. Yes.
 11 Q. And you've known Mr. Scudder for a number of
 12 years?
 13 A. Yes.
 14 Q. And so do I take it that he has provided legal
 15 advice to you on a number of things over a number of
 16 years, and all those occasions he was your lawyer;
 17 correct?
 18 MR. SORENSEN: Form.
 19 THE WITNESS: Not totally. At times he was
 20 representing Swift Transportation and other companies that
 21 I was owner or majority owner of.
 22 Q. BY MR. BALDIGA: Well, thank you for that
 23 clarification. So at some times, then, he has been your
 24 personal lawyer, and at some times he -- you've asked him
 25 to represent companies in which you may have an interest;

Page 24

1 correct?
 2 A. Yes.
 3 Q. And were any of those companies that you asked
 4 him to provide legal advice, with that company being his
 5 client, the Coyotes hockey team?
 6 MR. SORENSEN: Form.
 7 THE WITNESS: I don't know. I mean, there's
 8 a fine line there. I mean, he was very well representing,
 9 trying to sell the team for months, and I don't know if he
 10 was working for them or for me. But, you know, it's a
 11 fine line. I'm not sure what the answer is.
 12 (At this time Mr. Zachary exited the
 13 proceedings.)
 14 Q. BY MR. BALDIGA: And Mr. Scudder is also acting
 15 as an investment banker or sales agent of some type;
 16 correct?
 17 MR. SORENSEN: Form.
 18 THE WITNESS: Yes.
 19 Q. BY MR. BALDIGA: Have you asked him to do that?
 20 A. Yes.
 21 Q. When did you ask him to do that?
 22 A. I believe it started probably January of '09,
 23 when he really was devoting almost full time to this
 24 project.
 25 Q. And in connection with that, was his client the

Page 25

1 team or you or someone else?
 2 A. I would assume that it was me, yes.
 3 Q. Okay. And in any event, throughout this whole
 4 time do you consider Mr. Scudder to do what is best for
 5 you?
 6 A. Yes.
 7 Q. And you have a lot of trust in him?
 8 A. Yes.
 9 Q. Going back to the 2000 -- the September 2006
 10 transaction, I'm going to hand you what has been marked as
 11 Debtors' Exhibit 1. I'll give you a minute to look
 12 through that.
 13 A. Okay.
 14 Q. Have you ever seen this before?
 15 A. I'm sure I saw it back in '06, when I signed it.
 16 Q. Okay. Well, if we look at the first -- this
 17 document is a document with several things appended to it.
 18 If we go down through the first part of it, I'd like to
 19 ask whether that's your signature on page -- well, page
 20 numbers stopped. The document goes through page 30, and
 21 then there are several signature pages.
 22 Do you see the signature pages?
 23 MR. SORENSEN: Why don't we refer to Bates
 24 page numbers.
 25 MR. BALDIGA: I will.

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1 Mr. Shumway to step down because you knew going forward
 2 the team was probably in the sale mode?
 3 MR. SORENSEN: Form.
 4 THE WITNESS: Well, I think everybody knew
 5 that, yes. But that was not why Mr. Shumway was asked to
 6 step down.
 7 Q. BY MR. BALDIGA: Did you tell Mr. Shumway why you
 8 made the decision to have him step down?
 9 A. No, I did not.
 10 Q. Why not?
 11 A. I just didn't want to bring up Mr. Breslow and
 12 Mr. Beasley's name and tell him that's why. I just asked
 13 him to step down, I think it was in the best interest of
 14 everyone at that time.
 15 Q. Did he ask how come?
 16 A. No.
 17 Q. So you told him, and he respected you enough just
 18 to abide by your decision?
 19 A. Yes.
 20 Q. To this date have you ever explained to him the
 21 reasons for that decision?
 22 A. No.
 23 Q. And he hasn't asked?
 24 A. No.
 25 Q. And, again, memories are not perfect, so we're

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1 using January '09 as an approximation. What did you do in
 2 January '09 to ready the team to be sold?
 3 A. Mr. Scudder's office prepared a book of kind of
 4 the past and what we had projected as a business plan
 5 going forward.
 6 MR. BALDIGA: Excuse me for one second.
 7 (Brief pause in the proceedings.)
 8 MR. BALDIGA: Could you just read the
 9 question and start of the answer again.
 10 (The requested portion of the record was
 11 read by the certified reporter.)
 12 Q. BY MR. BALDIGA: Anything else?
 13 A. That was about it at that stage.
 14 Q. Did you interview others to perform the task that
 15 you charged Mr. Scudder with?
 16 A. No, I did not.
 17 Q. Why did you choose Mr. Scudder and not someone
 18 else to do that?
 19 A. I had tremendous confidence in Mr. Scudder that
 20 he could do that. He's done a lot of stuff for me in the
 21 past, and I had confidence in him.
 22 Q. Had he ever sold other of your businesses?
 23 A. Yes.
 24 Q. What type of businesses?
 25 A. Let me rephrase that. He had been involved in

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1 purchasing of a lot of other businesses. I don't think
 2 he's been involved in selling one. But just a lot of M&A
 3 experience with me and as well as other companies.
 4 Q. Was that as a lawyer or as an M&A banker?
 5 MR. SORENSEN: Form. Foundation.
 6 THE WITNESS: Both.
 7 Q. BY MR. BALDIGA: Had you ever seen at that point
 8 other sale books that had been put together by
 9 Mr. Scudder?
 10 A. Yes.
 11 Q. Had you at the time any impression as to whether
 12 Mr. Scudder had been involved in the sale of any
 13 professional sports franchises?
 14 A. I do not believe he had been.
 15 Q. And that's at the time and even today, you don't
 16 believe he has been?
 17 A. Correct.
 18 Q. And he, in fact, prepared a book; correct?
 19 A. Yes.
 20 Q. When's the first time that you heard of possible
 21 interest in the team of Jim Balsillie or someone that was
 22 affiliated with him?
 23 A. Mr. Shumway had talked to him or his people
 24 before Mr. Shumway left, just briefly. There was an
 25 interest. I believe it was, you know, probably sometime

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1 in the March or April time frame when he got involved with
 2 Mr. Scudder.
 3 Q. And so Mr. Shumway's conversation, then, was in
 4 or before January of '09?
 5 A. I believe that is correct, yes.
 6 Q. And do you know whether -- why don't we call it
 7 PSE, because you know now that Mr. Balsillie has formed an
 8 entity called PSE; correct?
 9 A. Yes.
 10 Q. For the purpose of buying the team?
 11 A. Yes.
 12 Q. But we all know sitting here that PSE probably
 13 didn't exist back in January of '09?
 14 MR. SORENSEN: Form. Foundation.
 15 Q. BY MR. BALDIGA: I mean as far as you know;
 16 correct?
 17 A. Correct.
 18 Q. But so for purposes of having a conversation --
 19 A. Okay.
 20 Q. -- here can we use PSE as an abbreviation for
 21 Balsillie's group, including Mr. Rodier and whatever other
 22 persons were involved on his behalf?
 23 A. Yes.
 24 Q. Okay. Do you remember when about the time frame
 25 was that Mr. Shumway talked to somebody at PSE?

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1 A. I do not know.
 2 Q. Was one of the reasons this was done because you
 3 had started to think seriously about selling the team and
 4 you wanted to lock up Wayne Gretzky?
 5 MR. SORENSEN: Form.
 6 THE WITNESS: No. I don't think the issue
 7 of selling the team was the issue. I think we just wanted
 8 to lock him up and make sure that he was on board.
 9 Q. BY MR. BALDIGA: On board for what?
 10 A. That we had him locked up as a member of the
 11 team.
 12 Q. Okay. Now, this agreement is between you
 13 personally and Wayne Gretzky personally; correct?
 14 A. Yes.
 15 Q. Did you pay him personally?
 16 A. No.
 17 Q. Have you ever paid Wayne Gretzky money?
 18 A. No.
 19 Q. So he was always paid by the team as far as you
 20 know?
 21 A. Yes.
 22 Q. Do you know how much he was being paid?
 23 A. I saw the number. I can't remember what it is
 24 now, but it was a substantial sum.
 25 Q. Okay. But I'm not quibbling with the exact

Page 127

1 number. But I just wanted to know whatever he was paid
 2 you knew it, or if you wanted to dig it up you could've
 3 asked Mr. Shumway or whatever?
 4 A. Yes.
 5 Q. So it wasn't any secret to you that he was being
 6 paid a substantial sum?
 7 A. Correct.
 8 Q. And you know it was more than other NHL coaches
 9 got; correct?
 10 A. Correct.
 11 Q. But that's because of, at least in big part, the
 12 cachet that Wayne Gretzky brings; correct?
 13 A. Correct.
 14 Q. Okay. Now, go all the way back to the front of
 15 this document. That's where you are. You see the date
 16 April 20, 2009? You see that?
 17 A. Yes.
 18 Q. Now, you're saying that -- well, do you remember
 19 signing this on April 20, 2009?
 20 A. I don't remember it, no.
 21 Q. Well, turn to the second -- third page of this
 22 particular document. You see on the left a signature of
 23 Jerry Moyes individually?
 24 A. Yes.
 25 Q. And is that your signature?

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1 A. Yes.
 2 Q. Then you see a signature for Coyotes Hockey, LLC?
 3 A. Yes.
 4 Q. And is that your signature?
 5 A. Yes.
 6 Q. You signed it as CEO; correct?
 7 A. Yes.
 8 Q. Were you CEO of the team at that time?
 9 A. I believe I was after Jeff left, I assumed that
 10 title, yes.
 11 Q. Okay.
 12 A. I don't think that's what I said earlier, but
 13 that brings my recollection back that I was.
 14 Q. I think what you said earlier is that you really
 15 didn't have a day-to-day executive role in the team;
 16 correct?
 17 A. Yes.
 18 Q. And so you may have had that legal title, but it
 19 still doesn't change your impression as to whether you
 20 were running the team on a day-to-day basis; correct?
 21 A. Correct.
 22 Q. Do you remember what happened to bring this --
 23 I'm sorry. Let me ask that again.
 24 Just dealing with this three-page document
 25 that's on the top of this, then, the one dated April 20,

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1 2009, to which the other two are attached, do you remember
 2 what it was that brought you to sign this document?
 3 A. This had been a very cumbersome and slow process,
 4 getting the agreement with Wayne's attorney. Jeff had
 5 been trying to get it done for a year and not got it done.
 6 And I don't know what -- I don't think that is just a
 7 magic date that -- why it got done. It just had been
 8 going on for quite some time and just happened to be the
 9 date. I wasn't aware of that, of that date.
 10 Q. Well, before you signed this were you aware that
 11 there was going to be some sort of an assignment at all?
 12 A. The intention always was to assign this to the
 13 hockey team. Is that what you meant?
 14 Q. I don't know. I mean, what was the purpose of
 15 this document?
 16 A. I don't know.
 17 Q. Who prepared the document?
 18 A. Probably Scudder's office.
 19 Q. Was it prepared at your direction?
 20 A. Not directly. I'm sure that Earl had it
 21 prepared.
 22 Q. Well, there's some things that you have been able
 23 to say I was involved and I asked that this be done. For
 24 example, you asked that Mr. Scudder take on the job of
 25 preparing an information memorandum to sell the team;

Page 130

1 correct?
 2 A. Yes.
 3 Q. And you're not involved in the weeds, but you
 4 made the decision make that happen; correct?
 5 A. Uh-huh. Yes.
 6 Q. You're also involved in some other decisions:
 7 Jeff Shumway, find some refinancing for this team;
 8 correct?
 9 A. Yes.
 10 Q. And then again, you have good people, you let him
 11 go out and do the best he can, and he'll come back to you
 12 with recommendations; correct?
 13 A. Yes.
 14 Q. And then there are some things that happen in
 15 connection with the team that you don't have any direct
 16 involvement with; correct?
 17 A. Yes.
 18 Q. Team can sign a free agent, and if it's a minor
 19 free agent you may not be involved in that at all;
 20 correct?
 21 A. Yes.
 22 Q. And this document here, the one of April 20, is
 23 something that it was put in front of you, but you didn't
 24 start the ball rolling to say make this happen; correct?
 25 A. Correct.

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1 Q. And as best as you can remember sitting here
 2 today, Earl Scudder made it happen and asked you to sign
 3 it and you did; correct?
 4 A. I believe Earl did. I -- I'm not positive, but
 5 to the best of my knowledge it was done by Earl's -- Earl
 6 and his office, yes.
 7 Q. Mr. Shumway could've been involved?
 8 A. I don't believe so.
 9 Q. Okay. Was Doug Foss involved?
 10 A. I don't know that name. Moss?
 11 Q. Doug Moss. I'm sorry.
 12 A. No. Doug would not have been involved.
 13 Q. How about the chief financial officer of the
 14 team, Mike Nealy, was he involved?
 15 A. He might have known about it; I don't know that
 16 he was involved.
 17 Q. Was there anybody affiliated with the team that
 18 was involved in this?
 19 A. Probably just myself.
 20 Q. Was Wayne Gretzky involved in signing this
 21 document?
 22 MR. SORENSEN: Form.
 23 THE WITNESS: Did he sign it?
 24 Q. BY MR. BALDIGA: Well, you tell me.
 25 A. I don't know. Doesn't appear that he signed it.

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1 Wayne was not really involved in his -- he had an attorney
 2 that did all of his work, and he was kind of more focused
 3 on hockey and not the business side of things. And I'm
 4 sure his attorney told him what was going on, but...
 5 Q. Wayne has capable advisors; correct? Wayne
 6 Gretzky does, in your mind?
 7 A. He has advisors, yes.
 8 Q. Okay. And do you know that the effect of this
 9 document is to assign the liability to pay Wayne Gretzky
 10 from you personally to the team?
 11 A. Yes.
 12 Q. And are you aware that's pretty much the only
 13 effect of this document?
 14 MR. SORENSEN: Foundation.
 15 THE WITNESS: I don't know.
 16 Q. BY MR. BALDIGA: Do you know sitting here today
 17 whether Wayne Gretzky has ever seen this document?
 18 MR. SORENSEN: Foundation.
 19 THE WITNESS: I do not know.
 20 Q. BY MR. BALDIGA: Do you know sitting here today
 21 whether Wayne Gretzky even knows that this document
 22 exists?
 23 A. I do not know.
 24 Q. Do you know sitting here today whether any of
 25 Wayne Gretzky's advisors even knows that this exists?

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1 A. I would assume that they do. I do not know,
 2 though.
 3 Q. But you really don't have an idea?
 4 A. Correct.
 5 Q. Is Wayne Gretzky one of the most important people
 6 to this franchise?
 7 MR. SORENSEN: Form.
 8 THE WITNESS: He's one of them, yes.
 9 Q. BY MR. BALDIGA: Is there anybody more important
 10 to this franchise than Wayne Gretzky?
 11 MR. BRANDON: Object to the form.
 12 MR. SORENSEN: Form.
 13 THE WITNESS: Probably not.
 14 Q. BY MR. BALDIGA: Did you ever ask Wayne Gretzky's
 15 permission to have you personally relieved from the
 16 obligation to pay him tens of millions of dollars?
 17 MR. SORENSEN: Form. Foundation.
 18 THE WITNESS: The intention -- if you go
 19 back to May when this was -- why this was put in my name
 20 was his attorney wanted to make sure that Ellman was not
 21 involved in it, and therefore it was put in my name. And
 22 was always the intention of being transferred to the team.
 23 As I said earlier, getting paperwork out of
 24 Wayne's organization was very, very challenging. And so
 25 if it took that long to get it done, that's probably what

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1 available from time to time to the team?
 2 A. Yes.
 3 Q. Did you pledge that loan as collateral to
 4 Hillcrest Bank for the four loans that we talked about a
 5 minute earlier?
 6 A. Yes.
 7 Q. Turn to 36, if you could. This is with the same
 8 Hillcrest Bank; correct?
 9 A. Yes.
 10 (At this time Mr. Brandon reentered the
 11 proceedings.)
 12 Q. BY MR. BALDIGA: I'm sorry. Go back to 34 if you
 13 could for a minute, please. Up at the very top there's a
 14 defined term, Debtor. Do you see that? Very first
 15 paragraph.
 16 A. Okay. Yes.
 17 Q. And that refers to Coyotes Holdings, LLC. Do you
 18 see that?
 19 A. Yes.
 20 Q. And then go to the back of this. I just want to
 21 ask whether that's your signature on page 16 of the
 22 document.
 23 A. It is my signature.
 24 Q. In both places?
 25 A. Yes.

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1 Q. And do you understand that by this document that
 2 you pledged your ownership interest, including as trustee
 3 of the Jerry and Vickie Moyes family trust, in Coyotes
 4 Holdings, LLC, to secure the Hillcrest loan?
 5 A. Yes.
 6 Q. The NHL prohibits using the equity or the stock
 7 in an NHL franchise or the ownership interest in an NHL
 8 franchise as collateral; correct?
 9 MR. SORENSEN: Form. Foundation.
 10 THE WITNESS: I don't know. I'm not aware
 11 of that.
 12 Q. BY MR. BALDIGA: Okay. Did you ever ask the NHL
 13 that?
 14 A. No.
 15 Q. So as we sit here today, is it the case that it
 16 continues that your \$95 million line and your ownership
 17 interest in Coyotes Hockey, LLC, are collateral for the
 18 four Hillcrest loans?
 19 A. Yes.
 20 Q. Are you paying those loans as they become due?
 21 A. Yes.
 22 Q. Are those loans also secured by any other
 23 collateral?
 24 A. I don't believe so. Just the specific piece of
 25 property that they're -- each one of them is tied to.

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1 Q. Did Hillcrest demand this collateral?
 2 A. They asked for additional collateral, and we told
 3 them that's what we had.
 4 Let me go back. I think I'm wrong. Also as
 5 part of the guaranty and to the -- in addition to the
 6 Coyotes is my interest in Park Central, which is another
 7 real estate investment that I have. And I've pledged that
 8 equity, also, I believe.
 9 Q. As side collateral for the Hillcrest loans?
 10 A. Yes.
 11 Q. Do you have an ability, to the best of your
 12 knowledge, going forward to pay off the Hillcrest loans
 13 without having Hillcrest realize on the team interest?
 14 A. Not unless the properties were sold. I mean, I
 15 couldn't come up with 95 million, no.
 16 Q. Are the properties up for sale?
 17 A. The Palm Beach is, yes. I think that's the only
 18 one that's up for sale.
 19 Q. Are you familiar with the fact that it is a
 20 default under the Hillcrest loan for Coyotes Holdings,
 21 LLC, to file for bankruptcy?
 22 A. I was not aware of that.
 23 MR. SORENSEN: Foundation.
 24 Q. BY MR. BALDIGA: Have you ever discussed that
 25 with Hillcrest?

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1 A. No. I believe another gentleman that works for
 2 me notified Hillcrest the day that we filed and told them
 3 that we were filing.
 4 Q. Has there been further conversations with
 5 Hillcrest about this?
 6 A. No.
 7 Q. I want to go back to the fall of 2008. This was
 8 at a time that you no longer were making loans to the
 9 team; correct?
 10 A. Yes.
 11 Q. And do you remember a time when Elly Penrod told
 12 the team that you wanted \$2 million back on your loan?
 13 A. Yes.
 14 Q. Who asked her to do that?
 15 A. I did.
 16 Q. For what reason?
 17 A. I wanted to pull \$2 million out of -- back out of
 18 the Coyotes that I had put into them.
 19 Q. For what reason?
 20 A. I don't remember. I needed the money.
 21 Q. Did the Coyotes -- I'm sorry. Did you need the
 22 money for something relating to the hockey team or for
 23 something else?
 24 A. Something else.
 25 Q. And do you remember now what that was?

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1 A. I do not, no.
 2 Q. Did the team have the money to do that?
 3 A. Yes.
 4 Q. And did the team have the money to do that
 5 permanently, or just for a short duration of time?
 6 MR. SORENSEN: Form. Foundation.
 7 THE WITNESS: Just short period of time.
 8 Q. BY MR. BALDIGA: And did the team agree or
 9 disagree --
 10 MR. SORENSEN: Form.
 11 Q. BY MR. BALDIGA: -- in terms of returning the
 12 money?
 13 MR. SORENSEN: Form.
 14 I don't know what you're --
 15 Q. BY MR. BALDIGA: Did you get that \$2 million?
 16 A. Yes.
 17 Q. Who at the team made the decision to agree to
 18 that request?
 19 A. I did.
 20 Q. And how did you communicate that decision?
 21 A. I told Elly to call out there and have Mike send
 22 \$2 million over.
 23 Q. Do you remember Mike at first saying no?
 24 A. I never communicated with Mike. I don't think
 25 so.

Page 143

1 Q. Did Elly ever tell you that Mike said no?
 2 A. I think he called Jeff Shumway to get Jeff's
 3 approval of it.
 4 Q. What's your memory of what happened then?
 5 A. Jeff said yes and he sent it over.
 6 Q. Did Jeff discuss that with you before Jeff said
 7 yes?
 8 A. I believe -- I don't remember. I think Jeff knew
 9 we was doing it in advance, but I don't know for sure.
 10 Q. Do you remember Jeff telling you that Mike Nealy
 11 was very concerned about doing this?
 12 MR. SORENSEN: Form.
 13 THE WITNESS: Yes. Not very concerned. He
 14 says Mike's not too excited about doing this.
 15 Q. BY MR. BALDIGA: Did he tell you Mike's not
 16 comfortable doing this?
 17 A. I don't think that's the language he used, but
 18 something to that effect.
 19 Q. Did you know that Elly Penrod said that if you
 20 got that \$2 million it would be returned in a few days?
 21 MR. SORENSEN: Form.
 22 THE WITNESS: I don't know that.
 23 Q. BY MR. BALDIGA: You don't know that now or you
 24 didn't know that then?
 25 A. Both.

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1 Q. Was she authorized to say that on your behalf?
 2 A. Yes.
 3 Q. And do you know that in fact only \$500,000 of
 4 that 2 million was in fact returned?
 5 A. Yes.
 6 Q. Did the team at the time have any way to
 7 immediately replace that \$2 million?
 8 MR. SORENSEN: Foundation.
 9 THE WITNESS: You know, they were receiving
 10 money from the NHL at that time.
 11 Q. BY MR. BALDIGA: Are you sure of that, or had the
 12 NHL started its loans after that time?
 13 MR. SORENSEN: He didn't say loans.
 14 MR. BALDIGA: I'm sorry. I understand.
 15 Q. BY MR. BALDIGA: The team was receiving money
 16 from the NHL in terms of advances on revenue sharing?
 17 A. Correct.
 18 Q. And you were also hoping, I guess, at that time
 19 that the team might start receiving loans from the NHL
 20 after the revenue-sharing money ran out?
 21 MR. SORENSEN: Form.
 22 THE WITNESS: Well, I was hoping to have it
 23 sold by then, but we obviously didn't.
 24 Q. BY MR. BALDIGA: So at the time the \$2 million
 25 was taken out of the team, did you think that you were in

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1 fact going to return that \$2 million to the team?
 2 A. I don't know either way. I mean, the team owed
 3 me a substantial amount of money and interest, and, you
 4 know, I needed \$2 million and told Elly to take it.
 5 Q. Did Jeff Shumway ask your permission to make that
 6 happen, or did he tell you after the fact that he made it
 7 happen?
 8 MR. SORENSEN: Form.
 9 THE WITNESS: I'm not sure of the exact
 10 timing. I believe that Jeff knew in advance of it, but
 11 I'm not sure.
 12 Q. BY MR. BALDIGA: In any event, if Jeff decided
 13 without first talking to you, did you back him up on that
 14 decision?
 15 MR. SORENSEN: Form.
 16 THE WITNESS: Well, he wouldn't have made
 17 the decision if I wouldn't have asked him to.
 18 Q. BY MR. BALDIGA: Oh. So he made the decision
 19 knowing that that is in fact what you wanted to happen;
 20 correct?
 21 A. Correct.
 22 Q. Swift Air provides transportation for the team?
 23 A. Yes.
 24 Q. When did that start?
 25 A. Probably back in '06 or when I first got involved