

EXHIBIT 1

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

AA/sr

In Re:)	Chapter: 11
)	
DEWEY RANCH HOCKEY, LLC,)	Case No. 2:09-BK-09488-
)	RTBP
COYOTES HOLDINGS, LLC,)	
)	
COYOTES HOCKEY, LLC,)	
)	
ARENA MANAGEMENT GROUP, LLC,)	
)	
Debtors,)	

This is the Deposition of JAMES LAURENCE BALSILLIE,
in the above noted matter, taken via teleconference at the
offices of Bennett Jones LLP, Suite 3400, One First
Canadian Place, Alberta Room, Toronto, Ontario, on the 26th
day of August, 2009.

A P P E A R A N C E S:

JAMES A. KEYTE } -- for the National Hockey
 NICHOLAS A. DANELLA } League
 ROBERT W. STALEY -- for Research In Motion
 JEFFREY L. KESSLER -- for James L. Balsillie
 RICHARD GURBST -- for the Debtors
 PAUL SALA -- for the Unsecured Creditors
 Committee

ED HUMPHIREY -- for Jerry Moyes
 WILLIAM BALDIGA -- for the City of Glendale

A L S O P R E S E N T:

Richard Rodier
 William L. Daly

J.L. Balsillie

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1 JAMES LAURENCE BALSILLIE, sworn
 2 EXAMINATION BY MR. KEYTE:
 3 MR. STALEY: We have indicated off the
 4 record to Skadden that we believe we have a
 5 conflict in challenging the character and
 6 integrity of Mr. Balsillie, as RIM is a
 7 Skadden client, we intend to pursue the
 8 matter independently of this deposition.
 9 MR. KEYTE: Let me just state for the
 10 record, there is no motion pending on a
 11 conflict issue or relief requested, that we
 12 are taking Mr. Balsillie's deposition in
 13 his personal capacity. We obviously don't
 14 think there is a conflict and we have had
 15 appropriate firewalls since at least 2006,
 16 but we will deal with that matter later.
 17
 18 BY MR. KEYTE:
 19 1. Q. Mr. Balsillie, you do understand you
 20 are being deposed in your personal capacity today?
 21 A. Yes, I do.
 22 2. Q. Have you ever been deposed before?
 23 A. Yes, I have been deposed before.
 24 3. Q. Obviously I will be asking you
 25 questions. You are under oath. If you need any

1 clarification, I would be happy to try to do that
 2 for you. If you need a break at any time, that is
 3 fine. Just not while a question is pending.
 4 For the record, we will reserve our rights
 5 to seek additional deposition time if there is
 6 additional document productions where we may need to
 7 ask you back. But obviously in the time frame that
 8 things are going on, that may be difficult.
 9 MR. KESSLER: And for the record, we
 10 think this is your deposition and you
 11 should please use it to the fullest extent,
 12 but we do not believe there should be
 13 another deposition of this particular
 14 witness.
 15 MR. KEYTE: Understood.
 16
 17 BY MR. KEYTE:
 18 4. Q. Could you tell me about your
 19 preparation for your deposition today?
 20 A. I spent some time preparing with my
 21 counsel.
 22 5. Q. And who else was present?
 23 A. Jeffrey was present and Rob was
 24 present.
 25 6. Q. How long did you prepare for your

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<p>1 to those efforts?</p> <p>2 A. Personally, right now?</p> <p>3 462. Q. Yes.</p> <p>4 A. I have only committed \$5 million as</p> <p>5 a minimum to get the arena ready for this season.</p> <p>6 And what is committed thereafter, that is a function</p> <p>7 for future discussions, and I think, as a business</p> <p>8 person, you can understand that that is a very fair</p> <p>9 and reasonable and appropriate approach I am taking.</p> <p>10 But I have every confidence and indications from</p> <p>11 political leaders that this is something that will</p> <p>12 go through with considerable support, and very</p> <p>13 quickly.</p> <p>14 463. Q. Now, with respect to playing in the</p> <p>15 Copps arena, isn't it a fact that you said your</p> <p>16 original deadline in your first offer, APA in this</p> <p>17 case, for June 30th, because you needed to</p> <p>18 accommodate the AHL Bulldogs; is that correct? That</p> <p>19 is one of the reasons?</p> <p>20 A. It would be one of the reasons.</p> <p>21 464. Q. And how are you going to accommodate</p> <p>22 them now with your plan to play in the...</p> <p>23 A. We have looked at the schedule.</p> <p>24 There is very little conflict. I personally know</p> <p>25 and talked to the owner of the Bulldogs. We golf at</p>	<p>1 the same golf club. And he told me personally and</p> <p>2 directly, I have his full and unambiguous support to</p> <p>3 bring an NHL team to Hamilton, and he will work with</p> <p>4 me and fully support me in any way, shape or form.</p> <p>5 465. Q. Has he put in an affidavit in this</p> <p>6 case?</p> <p>7 A. No, but you can ask him. He is one</p> <p>8 of the...Michael Andlauer is the owner. I consider</p> <p>9 him a good ally.</p> <p>10 MR. KEYTE: Let's go off the record.</p> <p>11</p> <p>12 --- Mr. Daly returns</p> <p>13 --- DISCUSSION OFF THE RECORD</p> <p>14</p> <p>15 BY MR. KEYTE:</p> <p>16 466. Q. Now, you have said in your filings</p> <p>17 that you will pay a reasonable relocation fee,</p> <p>18 correct?</p> <p>19 A. Yes, I will prepare to pay a</p> <p>20 reasonable relocation fee in accordance to the NHL's</p> <p>21 rules and bylaws and guidelines and precedent,</p> <p>22 fairly and transparently applied, yes.</p> <p>23 467. Q. Okay. And in terms of whether this</p> <p>24 deal, your deal, as you propose can close, have you</p> <p>25 determined what the most you would pay in a</p>
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<p>1 relocation fee?</p> <p>2 MR. KESSLER: Well, one, I designate</p> <p>3 this highly confidential, but maybe you</p> <p>4 don't have to leave because I think that</p> <p>5 calls for a legal conclusion as to what is</p> <p>6 a reasonable fee, and I don't think this</p> <p>7 witness should have to testify as to what</p> <p>8 that amount is. But if you are asking if</p> <p>9 he set aside a budget, then I would just</p> <p>10 designate that highly confidential.</p> <p>11</p> <p>12 BY MR. KEYTE:</p> <p>13 468. Q. Yes, that is all I am asking. I am</p> <p>14 asking...</p> <p>15 A. Have I set aside a budget?</p> <p>16 469. Q. For how much you are willing to pay,</p> <p>17 yes.</p> <p>18 MR. GURBST: Again, I am going to object</p> <p>19 on the basis that, in this line of inquiry,</p> <p>20 we were shut down asking Mr. Jacobsen about</p> <p>21 it. What is good for the goose is good for</p> <p>22 the gander objection.</p> <p>23 MR. KEYTE: I understand your objection,</p> <p>24 but since the...here, the APA puts in issue</p> <p>25 a condition of essentially they could walk</p>	<p>1 away with \$1 relocation fee, I think it is</p> <p>2 a fair question. I think the goose and the</p> <p>3 gander are the same.</p> <p>4 MR. KESSLER: Is the league going to</p> <p>5 charge itself a relocation fee if it</p> <p>6 relocates to...I just thought I would ask.</p> <p>7 MR. KEYTE: I am sure you would like to</p> <p>8 ask those questions.</p> <p>9</p> <p>10 BY MR. KEYTE:</p> <p>11 470. Q. Let me ask you this: The same</p> <p>12 question with respect to indemnity fees. Have you</p> <p>13 set aside any amount with respect to indemnity fees?</p> <p>14 A. Currently?</p> <p>15 471. Q. Yes.</p> <p>16 A. Personally?</p> <p>17 472. Q. M'hmm.</p> <p>18 A. No.</p> <p>19 473. Q. Or PSE?</p> <p>20 A. I have substantial personal</p> <p>21 resources well in excess of what is needed to close</p> <p>22 this transaction. Have I set aside any kind of</p> <p>23 indemnity fees at this point in time? No.</p> <p>24 474. Q. Do you recall talking to Mr. Leipold</p> <p>25 about his suggestion about how to approach the</p>