

EXHIBIT 2

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

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IN RE: DEWEY RANCH HOCKEY, LLC)
COYOTES HOLDINGS, LLC, COYOTES) CASE NO.
HOCKEY, LLC AND ARENA) 2:09-BK-09-09488
MANAGEMENT GROUP, LLC,) (JOINTLY ADMINISTERED
) CHAPTER 11)
DEBTORS.)
----- X

*** CONFIDENTIAL ***
CONTAINS HIGHLY CONFIDENTIAL PORTIONS BOUND SEPARATELY

DEPOSITION OF RICHARD RODIER
NEW YORK, NEW YORK
AUGUST 28, 2009

REPORTED BY:
JUDI JOHNSON, RPR, CRR, CLR
JOB NO.: 24468

1
2 1301 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK
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4 AUGUST 28, 2009
9:00 A.M.
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13 DEPOSITION OF RICHARD RODIER, HELD AT
14 THE OFFICES OF DEWEY & LEBOEUF, LLP, 1301
15 AVENUE OF THE AMERICAS, NEW YORK, NEW YORK,
16 PURSUANT TO NOTICE, BEFORE JUDI JOHNSON, A
17 REGISTERED PROFESSIONAL REPORTER, A
18 CERTIFIED REALTIME REPORTER, A CERTIFIED
19 LIVENOTE REPORTER AND NOTARY PUBLIC OF THE
20 STATE OF NEW YORK.
21
22
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25

1 RICHARD RODIER - CONFIDENTIAL
2 APPEARANCES:
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8 BY: JAMES A. KEYTE, ESQ.
NICHOLAS A. DANELLA, ESQ.
9 -AND-
10 STINSON MORRISON HECKER, LLP
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11 DEWEY LEBOEUF, LLP
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16 BY: ALDO A. BADINI, ESQ.
17
18 BENNETT JONES, LLP
19 ATTORNEY FOR RESEARCH IN MOTION
20 3400 ONE FIRST CANADIAN PLACE
21 TORONTO ONTARIO, CANADA M5X 1A4
22
23 BY: ROBERT W. STALEY, ESQ.
24 ALSO PRESENT:
25 WILLIAM L. DALY, NHL

Page 322

1 RICHARD RODIER - HIGHLY CONFIDENTIAL

2 FOR THE UPCOMING SEASON IS?

3 A NOT OFF BY HEART BUT I'VE LOOKED IT UP

4 ON THE WEBSITE.

5 Q OKAY. AND ARE YOU AVAILABLE OF ANY

6 EXISTING CONFLICTS BETWEEN HECFT'S CONTRACTUAL

7 OBLIGATIONS AND MAKING THAT STADIUM AVAILABLE

8 FOR THOSE PHOENIX COYOTES GAMES?

9 MR. KEYTE: ARE YOU AWARE?

10 MR. BADINI: YEAH.

11 A CAN YOU REPEAT THE QUESTION?

12 MR. KEYTE: YOU SAID ARE YOU AVAILABLE

13 OF ANY EXISTING CONFLICTS.

14 MR. BADINI: THEN I MISPOKE.

15 BY MR. BADINI:

16 Q ARE YOU AWARE OF ANY EXISTING

17 CONFLICTS BETWEEN HECFT'S CONTRACTUAL

18 OBLIGATIONS AND MAKING THE COPPS COLISEUM

19 AVAILABLE FOR THE SCHEDULED COYOTES GAMES FOR

20 THE 2009-10 SEASON?

21 A NOT ANY CONFLICTS THAT CANNOT BE

22 RESOLVED BY US UNILATERALLY.

23 MR. BADINI: NOW, THE LAST EXHIBIT I'D

24 LIKE TO MARK AS RODIER EXHIBIT 22 IS A

25 MULTI-PAGE DOCUMENT ENTITLED ON THE COVER

Page 324

1 RICHARD RODIER - HIGHLY CONFIDENTIAL

2 MR. KEYTE: OBJECTION. VAGUE.

3 A OH, I HAVE IN THE PAST.

4 Q ALL RIGHT. DO YOU HAVE AN

5 UNDERSTANDING OF WHAT THAT PROVISION PROVIDES?

6 MR. KEYTE: OBJECTION. THE DOCUMENT

7 SPEAKS FOR ITSELF. CALLS FOR A LEGAL

8 CONCLUSION.

9 A I DID BUT I'D LIKE TO REFRESH MY

10 MEMORY BY READING IT.

11 Q SURE.

12 A JUST 10.1A?

13 Q CORRECT.

14 A THANK YOU.

15 MR. KEYTE: OFF THE RECORD.

16 (WHEREUPON, A DISCUSSION WAS HELD OFF

17 THE RECORD.)

18 A I HAVE FINISHED READING 10.1A.

19 Q ACTUALLY, I MADE YOU READ THE WRONG

20 PARAGRAPH. LET ME ASK YOU ABOUT A DIFFERENT

21 PROVISION ON PAGE 21, PARAGRAPH 32.01. CAN I

22 ASK YOU TO READ THAT TO YOURSELF AND TELL ME

23 WHETHER YOU HAVE AN UNDERSTANDING OF WHAT THAT

24 PROVISION PROVIDES?

25 MR. KEYTE: OBJECTION. DOCUMENT

Page 323

1 RICHARD RODIER - HIGHLY CONFIDENTIAL

2 SHEET, A LICENSE AGREEMENT DATED THE 4TH DAY

3 OF FEBRUARY, 2003 BETWEEN HAMILTON

4 ENTERTAINMENT AND CONVENTION FACILITIES,

5 INC. AND HAMILTON BULLDOGS HOCKEY CLUB, LP.

6 (WHEREUPON, A LICENSE AGREEMENT DATED

7 THE FOURTH DAY OF FEBRUARY, 2003 BETWEEN

8 HAMILTON ENTERTAINMENT AND CONVENTION

9 FACILITIES, INC. AND HAMILTON BULLDOGS

10 HOCKEY CLUB, LP WAS MARKED AS RODIER EXHIBIT

11 22 FOR IDENTIFICATION, AS OF THIS DATE.)

12 BY MR. BADINI:

13 Q CAN YOU IDENTIFY RODIER EXHIBIT 22 FOR

14 THE RECORD? (HANDING.)

15 A IT'S A LICENSE AGREEMENT MADE FEBRUARY

16 4TH, 2003 BETWEEN HECFI AND THE HAMILTON

17 BULLDOGS HOCKEY CLUB LIMITED PARTNERSHIP, WHICH

18 IS THE AMERICAN HOCKEY LEAGUE TEAM THAT

19 CURRENTLY PLAYS IN COPPS COLISEUM.

20 Q HAVE YOU SEEN THIS DOCUMENT BEFORE?

21 A NOT RECENTLY, BUT I'VE SEEN IT BEFORE.

22 YES.

23 Q TAKE A LOOK IN PARTICULAR AT PAGE 6 OF

24 THE DOCUMENT, SECTION 10.01A AND LET ME KNOW IF

25 YOU HAVE FOCUSED ON THAT PROVISION BEFORE TODAY?

Page 325

1 RICHARD RODIER - HIGHLY CONFIDENTIAL

2 SPEAKS FOR ITSELF.

3 A I'VE READ 32.01 AND I UNDERSTAND WHAT

4 IT MEANS.

5 Q WHAT IS YOUR UNDERSTANDING?

6 A MY UNDERSTANDING OF WHAT IT MEANS IS

7 THAT IF WE ARE ABLE TO READ -- IF WE -- IN THE

8 CONTEXT OF THIS TRANSACTION, IF WE ARE ABLE TO

9 PURCHASE THE HAMILTON COYOTES OR PHOENIX COYOTES

10 AND RELOCATE THEM TO HAMILTON, THAT THE LEASE

11 BETWEEN HECFI AND THE HAMILTON BULLDOGS WOULD

12 AUTOMATICALLY TERMINATE RETROACTIVE TO THE LAST

13 COMPLETED HOCKEY SEASON, WHICH WOULD BE

14 JUNE 30th, 2009.

15 Q SITTING HERE TODAY, DO YOU HAVE ANY

16 BELIEF AS TO WHETHER THE BULLDOGS' SCHEDULE

17 THAT -- SITTING HERE TODAY, DO YOU HAVE ANY

18 UNDERSTANDING AS TO WHETHER OR NOT THE BULLDOGS

19 WILL POSE A CONFLICT PROBLEM FOR THE COYOTES

20 PLAYING IN HAMILTON ON THEIR SCHEDULED DATES?

21 MR. KEYTE: OBJECTION. FOUNDATION.

22 A YES, I DO. I DO HAVE A REASONABLY

23 GOOD UNDERSTANDING. THERE ARE SIX POTENTIALLY

24 CONFLICTED DATES. THEY ARE ALL ON SATURDAYS.

25 ON THOSE SIX SATURDAYS, BOTH THE HAMILTON

Page 326

1 RICHARD RODIER - HIGHLY CONFIDENTIAL
 2 BULLDOGS AND THE SOON TO BE HAMILTON COYOTES OR
 3 THE PHOENIX COYOTES, IF YOU WILL, ON THOSE SIX
 4 SATURDAYS, EACH TEAM IS SCHEDULED TO PLAY THEIR
 5 GAME AT 7:00 P.M. ON THAT SATURDAY. MY
 6 UNDERSTANDING -- MY EXPECTATION -- FIRST OF ALL,
 7 WE HAVE NO REASON TO TERMINATE THE LEASE. WE'RE
 8 VERY HAPPY FOR THE BULLDOGS TO CONTINUE PLAYING
 9 IN THE COPPS COLISEUM WITHOUT ANY PROBLEM. IT'S
 10 MY EXPECTATION THAT IN EACH ONE OF THOSE DATES,
 11 THE CONFLICT CAN BE VERY EASILY RESOLVED. ONE
 12 OF THE TEAMS WILL LIKELY, IN MY VIEW, CHANGE THE
 13 TIME OF ITS GAME, BUT PROBABLY PLAY THE GAME ON
 14 THE SAME DATE. AND I EXPECT THOSE CONFLICTS TO
 15 BE RESOLVED EXTREMELY EASILY.
 16 MR. BADINI: I HAVE NO FURTHER
 17 QUESTIONS.
 18 MR. KEYTE: I HAVE ONE FOLLOW-UP
 19 QUESTION.
 20 EXAMINATION
 21 BY MR. KEYTE:
 22 Q I HAVE ONE QUESTION. ON THAT LAST
 23 ANSWER, DID YOU CHECK WITH ALL THE TEAMS THAT
 24 ARE GOING TO PLAY EITHER THE COYOTES OR THE
 25 BULLDOGS TO SEE IF THEY AGREE WITH THAT?

Page 328

1 RICHARD RODIER - HIGHLY CONFIDENTIAL
 2 MR. KEYTE: NO FURTHER QUESTIONS.
 3 MR. BALDIGA: ALL SET.
 4 MR. BADINI: THANK YOU VERY MUCH.
 5 (TIME NOTED 5:57 P.M.)
 6
 7 _____
 8 RICHARD RODIER
 9
 10 SUBSCRIBED AND SWORN TO BEFORE ME
 11 THIS DAY OF , 2009
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Page 327

1 RICHARD RODIER - HIGHLY CONFIDENTIAL
 2 MR. BADINI: OBJECTION TO THE FORM.
 3 A I CHECKED WITH MICHAEL ANDLAUER, THE
 4 OWNER OF THE HAMILTON BULLDOGS, AND HE AGREED
 5 THAT THIS PROBLEM IS EXTREMELY EASILY
 6 RESOLVABLE.
 7 Q THAT WASN'T MY QUESTION.
 8 DID YOU CHECK WITH THE OTHER TEAMS,
 9 THAT WOULD BE PLAYING THE COYOTES OR PLAYING THE
 10 BULLDOGS WITH RESPECT TO YOUR ASSERTION?
 11 A NO, I HAVEN'T CHECKED WITH THE OTHER
 12 TEAMS PERSONALLY. BUT MICHAEL ANDLAUER ASSURED
 13 ME THERE WOULD BE NO PROBLEM RESOLVING THE
 14 CONFLICTS IN HIS OPINION, WHICH TO ME MEANS THAT
 15 WE MAY VERY WELL PLAY OUR GAMES AT 7:00 P.M. AS
 16 SCHEDULED AND THE BULLDOGS WILL RESCHEDULE THEIR
 17 GAMES, PERHAPS, TO EARLIER IN THE DAY.
 18 (CONTINUED ON THE NEXT PAGE TO INCLUDE
 19 JURAT.)
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Page 329

1 PROCEEDINGS
 2 C E R T I F I C A T E
 3
 4 I, JUDI JOHNSON, RPR, CRR, CLR, A NOTARY PUBLIC IN
 5 AND FOR THE STATE OF NEW YORK, DO HEREBY CERTIFY:
 6 THAT THE WITNESS WHOSE TESTIMONY IS HEREINBEFORE
 7 SET FORTH, WAS DULY SWORN BY ME; AND
 8 THAT THE WITHIN TRANSCRIPT IS A TRUE RECORD
 9 OF THE TESTIMONY GIVEN BY SAID WITNESS. I FURTHER
 10 CERTIFY THAT I AM NOT RELATED, EITHER BY BLOOD OR
 11 MARRIAGE, TO ANY OF THE PARTIES TO THIS ACTION; AND
 12 THAT I AM IN NO WAY INTERESTED IN THE OUTCOME OF
 13 THIS MATTER.
 14 IN WITNESS WHEREOF, I HAVE HEREUNTO SET
 15 MY HAND THIS 28TH DAY OF AUGUST, 2009.
 16
 17 _____
 18 JUDI JOHNSON, RPR, CRR, CLR
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