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Attorneys for the City of Glendale, Arizona

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.

Case No. 2:09-bk-09488-RTBP
(Jointly Administered)

Chapter 11

**STATEMENT OF CITY OF
GLENDALE DISCLOSING ITS
WITNESSES, EXHIBITS AND ISSUES
IN CONNECTION WITH
SEPTEMBER 2, 2009 HEARING**

This filing applies to:
☒ All Debtors
☐ Specified Debtors

In accordance with this Court's Order dated August 25, 2009, the City of Glendale, an Arizona municipal corporation (the "City"), by and through its undersigned counsel, hereby submits this "Statement of City of Glendale Disclosing its Witnesses, Exhibits and Issues in Connection With September 2, 2009 Hearing" (the "Statement").

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Exhibit 9. Complaint filed in Adv Pro. No. 2:09-ap-00952; City of Glendale v. Jerry Moyes, including any and all appendices and/or exhibits [Complaint filed under Seal] **FILED UNDER SEAL.**

ISSUES

1. Is the Arena Management, Use and Lease Agreement (the “Agreement”) subject to potential rejection under Bankruptcy Code §365(a), subject to the Court’s approval?

2. If the Agreement was rejected, would such rejection abrogate the City's right to specific performance under the facts of these cases?

3. Are any or all of the damages that would arise upon any rejection of the Agreement potentially “capped” under Bankruptcy Code §502(b)(6)?

DATED this 1st day of September, 2009

FENNEMORE CRAIG, P.C.

By: /s/ Cathy L. Reece
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1 This document was electronically filed
2 with the U.S. Bankruptcy Court on this
1st day of September, 2009.

3 COPY of the foregoing mailed or emailed
4 the same day to the parties listed on the
attached Service List.

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7 /s/ Stephanie Fulk-Higgs
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