

1 CYNTHIA A. RICKETTS (AZ Bar No. 012668)

2 Email: cricketts@sacksrickettscase.com

3 **SACKS, RICKETTS & CASE LLP**

4 2800 North Central Avenue, Suite 1230

5 Phoenix, AZ 85004

6 Phone: 602.385.3370

7 Fax: 602.385.3371

8 Attorneys for Defendant

9 City of Glendale

10 IN THE MARICOPA COUNTY SUPERIOR COURT

11 IN AND FOR THE STATE OF ARIZONA

12 ICEARIZONA MANAGER CO LLC, A

13 Delaware Limited Liability Company;

14 ICEARIZONA HOCKEY CO LLC, A

15 Delaware Limited Liability Company,

16 Plaintiffs,

17 v.

18 CITY OF GLENDALE, an Arizona Municipal

19 Corporation; CITY OF GLENDALE CITY

20 COUNCIL; JERRY WEIERS, in his official

21 capacity as City of Glendale Mayor; IAN

22 HUGH, in his official capacity as City of

23 Glendale Vice Mayor and Councilmember;

24 BART TURNER, in his official capacity as

25 City of Glendale Councilmember; LAUREN

26 TOLMACHOFF, in her official capacity as

27 City of Glendale Councilmember; JAMIE

28 ALDAMA, in his official capacity as City of

Glendale Councilmember; GARY

SHERWOOD, in his official capacity as City

of Glendale Councilmember; SAMUEL

CHAVIRA, in his official capacity as City of

Glendale Councilmember; DICK BOWERS, in

his official capacity as City of Glendale Acting

City Manager; MICHAEL BAILEY, in his

official capacity as City of Glendale City

Attorney,

Defendants.

Case No. CV2015-007216

**MOTION TO MODIFY TEMPORARY  
RESTRAINING ORDER WITH RESPECT  
TO JULY 1, 2015, PAYMENT OR, IN THE  
ALTERNATIVE, REQUEST TO DEPOSIT  
PAYMENT INTO ESCROW**

**HEARING: June 29, 2015, at 10:30 a.m.**

1       **I. INTRODUCTION**

2       Arizona's public policy in preventing self-dealing by government employees is so  
3 strong that a city may "reap the fruits of the contract and then void it."<sup>1</sup> Defendant City of  
4 Glendale ("City") asks the Court to uphold this strong policy. Specifically, the City asks the  
5 Court to modify the June 12, 2015, Temporary Restraining Order ("TRO") to relieve it (at least  
6 temporarily) of any obligation to make a \$3,750,000 payment on July 1, 2015 ("July 1st  
7 Payment") under the Professional Management Services and Arena Lease Agreement  
8 ("Agreement") by and among the City and Plaintiffs IceArizona Manager Co LLC and  
9 IceArizona Hockey Co LLC (collectively, "Plaintiffs").

10       As a political subdivision of the state of Arizona, the City is entrusted with preserving  
11 and protecting public funds. In furtherance of this public trust, the City seeks to protect and  
12 preserve public funds from being used to make further payments under a void contract—  
13 specifically, the Agreement.

14       Modifying the TRO will not harm or otherwise prejudice Plaintiffs. Indeed, when  
15 Plaintiffs knowingly and with the advice of counsel hired Craig Tindall ("Tindall"), the City's  
16 former City Attorney, as its General Counsel, and retained Julie Frisoni ("Frisoni"), the City's  
17 former Assistant City Manager, as a consultant, they took this *very* risk: the risk that the City  
18 would exercise its absolute right under Paragraph 24.13 to cancel the Agreement. Plaintiffs also  
19 accepted the risk that they would not recover for services provided under the Agreement and  
20 that they might be required to return to the City monies paid under that Agreement. Agreement  
21 (Complaint, Ex. A) ¶ 24.13. In any event, there is no danger of the City defaulting on this  
22 payment should the Court ultimately conclude the City may not void the Agreement.

23       Pursuant to A.R.C.P. 65(d) and with the Court's prior consent, the City asks the Court to  
24 modify its TRO to relieve the City of making the July 1st Payment during the case's pendency.  
25 If the City is successful and the Agreement is void, Plaintiffs will have no right to this payment.  
26 In these circumstances and while this matter is pending, the risk is to the City and its citizens  
27 that Plaintiffs would not refund the funds, and it would be inequitable to require the City to

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<sup>1</sup> *Maucher v. City of Eloy*, 145 Ariz. 335, 701 P.2d 593 (Ariz. Ct. App. 1985).

1 continue to use public funds to pay under the Agreement, which it has the apparent absolute  
2 right to cancel.

3 If the TRO is not modified as requested, the City alternatively asks that it be permitted  
4 to deposit into escrow the July 1st Payment until this matter is resolved. Finally, if the City is  
5 required to make the July 1st Payment to Plaintiffs, the City asks the Court to modify the TRO  
6 to require that Plaintiffs post a bond in an additional amount of \$3.75 Million (for a total bond  
7 of \$4 Million) to secure the City's ability to recover this money should it prevail in cancelling  
8 the Agreement. This Motion is supported by the attached Memorandum of Points and  
9 Authorities, the Declaration of Darcie McCracken attached as Exhibit 1 hereto ("McCracken  
10 Decl."), and the entire record herein.

## 11 **MEMORANDUM OF POINTS AND AUTHORITIES**

### 12 **II. BRIEF FACTUAL AND PROCEDURAL BACKGROUND**

#### 13 **A. The June 12, 2015, TRO**

14 On June 12, 2015, following the City's stipulation, the Court entered the TRO requiring,  
15 in part, "the City of Glendale to continue to perform and comply with all of the City's  
16 obligations under the Agreement." TRO at 3. Plaintiffs were required to post a \$250,000 bond.  
17 Almost a week later, however, Plaintiffs have yet to do so.<sup>2</sup>

#### 18 **B. The Agreement**

19 The Agreement contemplates the City paying a \$15 Million Management Fee for the  
20 management of the Gila River Arena (the "Arena") in quarterly installments of \$3.75 Million.  
21 Agreement (Ex. A to the Complaint) § 10.1. However, on June 10, 2015, the City Council  
22 directed the City Manager and City Attorney:

23 TO CANCEL THE PROFESSIONAL MANAGEMENT SERVICES  
24 AND ARENA LEASE AGREEMENT BETWEEN THE [PARTIES]  
25 PURSUANT TO ARIZONA REVISED STATUTES § 38-511, AND TO  
26 PURSUE ANY AND ALL OTHER LEGAL ACTIONS AND  
27 REMEDIES NECESSARY TO EFFECTUATE CANCELLATION OR  
28 TERMINATION OF THE AGREEMENT

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<sup>2</sup> The City expressly reserves the right to seek to dissolve the TRO if the required bond is not posted.

1 McCracken Decl., Ex. 1 (Ex. A, City of Glendale, June 10, 2015, City Council Meeting  
2 Summary Minutes). This direction was based, in significant part, on the fact that Tindall, the  
3 City's former City Attorney, and/or Frisoni, the City's former Assistant City Manager, were  
4 "significantly involved in initiating, negotiating, securing, drafting or creating" the Agreement  
5 on the City's behalf but now are either employed by or acting as an agent or consultant for the  
6 Plaintiffs. *See* A.R.S. § 38-511.

7 In the absence of the Council's direction to cancel the Agreement, the next quarterly  
8 installment payment, for management services performed under the Agreement during the  
9 second quarter of 2015, is due on July 1, 2015. Agreement ¶ 10.1. It is relief from the obligation  
10 to make this July 1st Payment, during this case's pendency, that the City seeks herein.

11 **C. Craig Tindall<sup>3</sup>**

12 Tindall started with the City as the Deputy City Attorney on August 28, 2001.<sup>4</sup> In early  
13 2005, he became the City Attorney, holding that position until he resigned in April 2013.<sup>5</sup>  
14 Pursuant to a negotiated Severance Agreement, from April 2013 through October 1, 2013,  
15 Tindall remained an employee of the City, serving as its "Special Counsel," without any  
16 reduction in salary or benefits.<sup>6</sup> While City Attorney, Tindall was the primary City contact and  
17 negotiator for hockey (including the Arena then known as Jobing.com Arena) and first met  
18 Anthony LeBlanc ("LeBlanc")<sup>7</sup> sometime in early 2010, if not before. The two met in

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20 <sup>3</sup> The facts set forth herein are intended to provide a general overview of Tindall's and Frisoni's  
21 significant involvement "in initiating, negotiating, securing, drafting or creating" the Agreement  
22 on the City's behalf and their current relationship with the Plaintiffs. The City will provide the  
23 complete facts to support its right to cancel the Agreement in connection with opposing  
24 Plaintiffs' TRO Application. This complete factual support is not necessary for the City to be  
25 entitled to the relief it seeks herein.

26 <sup>4</sup> *See* June 11, 2015, Declaration of Craig Tindall in Support of Application for Temporary  
27 Restraining Order and Request for Evidentiary Hearing on Preliminary Injunction ("Tindall  
28 Decl."), ¶ 5.

<sup>5</sup> *Id.* ¶¶ 4-6.

<sup>6</sup> *See* Complaint, Ex. A, April 1, 2013, Severance Agreement between the City and Tindall and  
Attachment A (Press Release) (announcing that Tindall "will serve the City as Special Counsel  
for the next six months.").

<sup>7</sup> LeBlanc is Plaintiffs' co-owner, president, and chief executive officer. *See* Declaration of  
Anthony LeBlanc, filed in Support of Application for Temporary Restraining Order and  
Request for Evidentiary Hearing on Preliminary Injunction ("LeBlanc Decl."), ¶ 3.

1 connection with LeBlanc's predecessor company, Ice Edge's, unsuccessful effort to acquire the  
2 National Hockey League team then known as the Phoenix Coyotes and enter into a  
3 management agreement for the Arena.<sup>8</sup> When Ice Edge's effort was unsuccessful, Tindall  
4 continued to correspond and meet with LeBlanc throughout the time he was City Attorney and  
5 thereafter while he was Special Counsel to the City.<sup>9</sup>

6 In his role as City Attorney, Tindall advised the City Council concerning hockey  
7 proposals and continued to do so as the City's Special Counsel in connection with the  
8 Agreement.<sup>10</sup> Indeed, it was Tindall's ardent support for the Agreement in the face of  
9 opposition by the then-City Manager, the then-acting City Attorney, and the City's outside  
10 counsel which is believed to have influenced and helped to secure the City Council's approval  
11 of the Agreement in July 2013.<sup>11</sup> Within weeks of helping to secure the Agreement's approval,  
12 in August 2013 Tindall went to work for Plaintiffs as their General Counsel.<sup>12</sup> He did this while  
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17 <sup>8</sup> See *id.*, McCracken Decl. Ex. B (April 9, 2010, MOU between Ice Edge and the City, drafted  
18 by Tindall and signed by LeBlanc) and Ex. C (April 13, 2010, email correspondence involving  
Tindall and LeBlanc).

19 <sup>9</sup> See Complaint, Ex. A, April 1, 2013, Severance Agreement between the City and Tindall and  
20 Attachment A (Press Release); McCracken Decl., Ex. O (March 5, 2012, email correspondence  
21 regarding receipt of proposal from LeBlanc), Ex. N (March 4, 2011, email correspondence  
22 between Tindall and LeBlanc), Ex. Q (October 31, 2011, email correspondence between Tindall  
23 and LeBlanc stating "May be time to put the band back together."), Ex. E (January 17, 2012,  
email correspondence between Tindall and LeBlanc), Ex. M (March 1, 2012, email  
correspondence between Tindall and LeBlanc re: "Plan B" proposal), and Ex. D (December 17,  
2012, email correspondence between Tindall and LeBlanc stating "hockey time? Hopefully  
very soon . . .").

24 <sup>10</sup> See McCracken Decl., Ex. K (June 28, 2013, Tindall letter to three council members), Ex. F  
25 (July 2, 2013, email correspondence from Tindall to two Council members regarding  
Agreement), and Ex. G (July 26, 2013, email correspondence from Tindall to then-City  
Manager, Brenda Fischer, regarding Agreement).

26 <sup>11</sup> See McCracken Decl., Ex. K (June 28, 2013, Tindall letter to three Council members), Ex F  
27 (July 2, 2013, email correspondence from Tindall to two Council members), and Ex H (June 25,  
2013, email correspondence from acting City Attorney).

28 <sup>12</sup> See Complaint, Ex. A, April 1, 2013, Severance Agreement between the City and Tindall and  
Attachment A (Press Release); Tindall Decl., ¶ 13; LeBlanc Decl., ¶ 10.

1 still “Special Counsel” for the City, a position he contractually held until October 2013.<sup>13</sup>

2 Tindall remains Plaintiffs’ General Counsel today.<sup>14</sup>

3 **D. Julie Frisoni**

4 Frisoni worked for the City for 12 years prior to her resignation in March 2015. At the  
5 time of her resignation, Frisoni was the Assistant City Manager, having held that position for  
6 approximately 18 months. Frisoni’s last day with the City was April 22, 2015.

7 At or about the time she left the City, Frisoni started her own consulting firm, Frisoni  
8 PR.<sup>15</sup> On the Frisoni PR website, Frisoni touts her experience to include “Crisis  
9 communications, including NHL Coyotes negotiations and the near bankruptcy of a city.”<sup>16</sup>

10 While the City’s Assistant City Manager, Frisoni was also significantly involved in  
11 securing the Agreement’s approval, including providing information to City Council members  
12 in support of the Agreement just days before the Council voted on the Agreement.<sup>17</sup> Now, she is  
13 a consultant for Plaintiffs with respect to the subject matter of the Agreement in connection  
14 with Arena events, including negotiations with the International Ice Hockey Federation to bring  
15 the World Junior Championship to the Arena (referenced in the Complaint ¶¶ 44, 50, 57, 63,  
16 71).

17 **III. LEGAL ARGUMENT**

18 **A. The TRO Should Be Modified To Relieve The City Of Making The July 1st  
19 Payment During The Case’s Pendency.**

20 “[T]he letting of contracts for public business should be above suspicion or favoritism”  
21 and “[s]elf-dealing by those charged with the performance of public duty is circumscribed by  
22 the admonition that one cannot serve two masters with conflicting interests.” *Maucher*, 145

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24 <sup>13</sup> See Complaint, Ex. A, April 1, 2013, Severance Agreement between the City and Tindall and  
Attachment A (Press Release).

25 <sup>14</sup> Tindall Decl., ¶ 3.

26 <sup>15</sup> See <http://www.frisonipr.com/>.

27 <sup>16</sup> See *id.*

28 <sup>17</sup> See McCracken Decl., Ex. I (June 26, 2013, email correspondence from Julie Frisoni to three  
City Council members), Ex. J (June 26, 2013, email correspondence from Julie Frisoni to one  
City Council member), Ex. L (June 30, 2013, email correspondence from Julie Frisoni to four  
City Council members).

1 Ariz. at 337, 701 P.2d at 595.<sup>18</sup> Arizona’s public policy thus “requires that personal interests not  
2 exist as a possible factor influencing a public official in the performance of his duties.” *Id.*  
3 (*citing Williams v. State*, 83 Ariz. 34, 315 P.2d 981 (1957)).

4 This public policy is codified at A.R.S. § 38-501-A.R.S. § 38-511 (collectively, “Self-  
5 Dealing Statute”).<sup>19</sup> The Self-Dealing Statute prevents an employee’s self-dealing while  
6 employed by a government agency, *see* A.R.S. § 38-503, and presumptively prevents self-  
7 dealing after government employment, *see* A.R.S. § 38-511. A.R.S. § 38-511(A) expressly  
8 provides:

9 A. The state, its political subdivisions or any department or agency of  
10 either may, **within three years after its execution, cancel any contract,**  
11 **without penalty or further obligation,** made by the state, its political  
12 subdivisions, or any of the departments or agencies of either **if any person**  
13 **significantly involved in initiating, negotiating, securing, drafting or**  
14 **creating the contract on behalf of the state, its political subdivisions or**  
15 **any of the departments or agencies of either is, at any time while the**  
**contract or any extension of the contract is in effect, an employee or**  
**agent of any other party to the contract in any capacity or a**  
**consultant to any other party of the contract with respect to the**  
**subject matter of the contract.**<sup>20</sup> (emphasis added)

16 A.R.S. § 38-511 thus gives rise to a self-dealing presumption *during* the official’s employment,  
17 entitling a city to void, within three years of execution, any contract if an official who was

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18 <sup>18</sup> Courts have historically acknowledged this well-recognized truism. *See Schaefer v.*  
19 *Berinstein*, 140 Cal. App. 2d 278 (1956) (“[t]he personal interest of an officer in a contract  
20 made by him in his official capacity may be indirect only, still such interest would be sufficient  
21 to taint the contract with illegality. If his interest in the contract is such as would tend in any  
22 degree to influence him in making the contract, then the instrument is void because contrary to  
23 public policy, the policy of the law being that a public officer in the discharge of his duties as  
24 such should be absolutely free from any influence other than that which may directly grow out  
of the obligations that he owes to the public at large.”); *People v. Darby*, 114 Cal. App. 2d 412,  
425, 250 P.2d 743 (1952) (“ancient truism that one cannot faithfully serve two masters at once  
and the same time ... *the act denounced* is the ‘possession of an interest’ adverse to the  
governmental body for whom the actor performs.”).

25 <sup>19</sup> Self-dealing statutes represent a codification of the common law principle that voided certain  
contracts as violative of public policy. *Armijo v. Cebolleta Land Grant*, 732 P.2d 426, 429  
(N.M. 1987) (*citing Moody v. Shuffleton*, 203 Cal. 100, 262 P. 1095 (1928)). Contracts violative  
26 of public policy cannot be enforced.

27 <sup>20</sup> A.R.S. § 38-506 provides additional remedies for violations of Title 38, Chapter 3, Article 8  
(including A.R.S. § 38-511): “[i]n addition to any other remedies provided by law, any contract  
28 entered into by a public agency in violation of this article is voidable at the instance of the  
public agency.”



1 “significantly involved” becomes an employee or consultant for the other party to the contract.  
2 Indeed, the law was enacted to prevent precisely this situation. *See Arizona State Senate Thirty-*  
3 *Third Legislature, Minutes of Committee on Government, May 10, 1978* (“this bill will provide  
4 that any time the state lets a contract the person involved may not work for the entity who is  
5 receiving the contract **during the life** of such contract. This will protect the state against a  
6 person dealing in a contract for their own personal benefit and then going to work for the  
7 company that got the contract. The state can cancel the contract if that happens.”) (emphasis  
8 added).

9 Arizona’s public policy in preventing self-dealing by government employees is so  
10 strong that a city may “reap the fruits of the contract and then void it.” *See id; see also*  
11 *Maucher*, 145 Ariz. at 337, 701 P.2d at 595. Indeed, the Self-Dealing Statute “was passed to  
12 protect the public” such that “risks are involved when the parties ignore the clearly stated public  
13 policy. One of those risks is that the contract might be voided.”<sup>21</sup> *Id.* As the Court in *Maucher*  
14 recognized:

15 [S]tatutes of this sort are aimed at preventing city officials from letting  
16 contracts at inflated prices in return for a share of the overcharges thus  
17 mulcted from the city treasury. If contractors and corrupt officials knew  
18 that they could, even if caught in an illegal contract, always recover at  
19 least restitution, the odds would be increased very considerably in their  
20 favor and they would likely be increasingly willing to attempt unbidded  
21 contracts. . .

22 *Id.* at 338, 596.

23 When a contract is voidable due to a violation of a self-dealing statute, the government  
24 agency may “recover any consideration” it has paid and equitable remedies “must bow” to the  
25 Self-Dealing Statute. *See, generally, Maucher*, 145 Ariz. at 337, 701 P.2d. at 595; *Thomson v.*  
26 *Call*, 699 P.2d 316, 323-24 (Cal. 1985) (violation of self-dealing statute allows government  
27 agency “to recover any consideration which it has paid, without restoring the benefits received  
28 under the contract”).

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21 With the advice of counsel, Plaintiffs explicitly and knowingly recognized and agreed to this  
risk when A.R.S. § 38-511 was incorporated into the Agreement. *See Agreement* (Ex. A to  
Complaint) ¶ 24.13.



1        *Maucher* is illustrative.<sup>22</sup> There, Maucher, an engineer of the City of Eloy, violated a  
2 section of the Self-Dealing Statute similar to A.R.S. § 38-511 by, among other things, failing to  
3 appropriately disclose his interest in a contract he urged the city council to approve. *Maucher*,  
4 145 Ariz. at 336, 701 P.2d at 594. After the contract had been performed in part, the court  
5 refused to allow Maucher to recover money for work performed under a restitution or unjust  
6 enrichment theory. The court reasoned that to allow the corrupt employee to recover for work  
7 performed would allow that employee to circumvent the Self-Dealing Statute. *Id.* Such a result  
8 would encourage corrupt public employees to test the waters of self-dealing if they could  
9 recover the value of their services rendered even if their self-dealing was uncovered. *Id.* The  
10 city accordingly was entitled to “reap” the contract’s benefits without paying for them. The  
11 court acknowledged that this somewhat “harsh result” was required because “it is clear that the  
12 policy against unjust enrichment must bow to the policy established by the legislature.” *Id.* at  
13 338, 596 (quoting D. Dobbs, Remedies § 13.4, p. 989 (1973)).

14        *Maucher*’s rationale is even more apposite here. Tindall’s employment with Plaintiffs  
15 and Frisoni’s consultancy for Plaintiffs are precisely the situations that A.R.S. § 38-511 was  
16 enacted to prevent. Indeed, the bargain Plaintiffs negotiated expressly acknowledged *in the*  
17 *Agreement* the City’s right to cancel if A.R.S. § 38-511 was violated:

18        A.R.S. § 38-511 provides political subdivisions of the State of Arizona,  
19 including the City, with the right to cancel contracts under certain  
circumstances.

20        The Parties acknowledge that the provisions of A.R.S. § 38-511, which are  
21 hereby incorporated in this Agreement by this reference, may create a  
22 situation in which the City might have a right to cancel this Agreement  
pursuant to A.R.S. § 38-511.

23        See Agreement (Ex. A to Complaint) ¶ 24.13.<sup>23</sup>

24  
25        <sup>22</sup> Although *Maucher* involved a self-dealing violation under A.R.S. § 38-503, the court  
26 invoked the remedies under A.R.S. § 38-506, which apply to the Self-Dealing Statute (which  
includes A.R.S. § 38-511) in its entirety.

27        <sup>23</sup> This provision, like other provisions in the Agreement, cannot be waived absent a writing  
28 “signed by an appropriate official or officer” and certainly could not be waived *prior to* the  
Agreement’s effective date, as Plaintiffs contend (Complaint ¶ 18). Agreement (Ex. A to  
Complaint) ¶¶ 24.1 and 24.12 (integration provision). More importantly, A.R.S. § 38-511 does

1 It is undisputed that Tindall currently works for Plaintiffs as their General Counsel and  
2 Frisoni currently works for Plaintiffs as a consultant with respect to the subject matter of the  
3 Agreement. It is also undisputed that the Agreement was executed less than three years ago.  
4 The only issue, therefore, is whether Tindall and/or Frisoni was/were “**significantly involved in**  
5 **initiating, negotiating, securing, drafting or creating**” the Agreement on the City’s behalf.  
6 The City has concluded each of them was for the reasons discussed above, among others.

7 Accordingly, the City has an absolute right to cancel the Agreement, relieving itself of  
8 any obligation to make further payments, including the July 1st Payment, thereunder.<sup>24</sup> For  
9 these reasons, the City asks that the TRO be modified so that it is not required to make the July  
10 1st Payment during this case’s pendency. *See* A.R.C.P. 65(d) (“the adverse party may appear  
11 and move [the TRO’s] dissolution or modification and in that event the court shall proceed to  
12 hear and determine such motion as expeditiously as the ends of justice require”).<sup>25</sup>

13 **B. Alternatively, The City Should Be Allowed To Deposit The July 1st**  
14 **Payment Into Escrow During The Case’s Pendency.**

15 Payments into a court-approved escrow account protect the parties’ respective rights and  
16 preserve the status quo until the merits of the case can be litigated. *See Shoen v. Shoen*, 804  
17 P.2d 787, 792 (Ariz. Ct. App. 1990) (the purpose of injunctive relief is to “maintain[] the status  
18 quo pending a trial on the merits”). Courts have recognized that when funds or payments are in  
19 dispute, the courts have discretion to fashion equitable relief including directing parties to  
20 deposit such funds with the court or make payments to a court-approved escrow account. *See*  
21 *IRIS Mgmt. Grp., LLC v. Malan*, 329 Fed. Appx. 112, 114 (9th Cir. 2009) (unpublished)  
22 (concluding that the district court did not err but instead provided “prudent judicial relief” by  
23 requiring defendant to place in escrow funds in dispute as part of the court’s grant of injunctive  
24 relief); *accord Leathers v. Medlock*, 499 U.S. 439, 443 (1991) (acknowledging lower court’s

25 \_\_\_\_\_  
26 not allow its provisions to be contractually waived. Indeed, such a waiver would defeat the  
27 statute’s very purpose.

28 <sup>24</sup> A.R.S. § 38-511 also allows the City to recover any payments made under the Agreement  
prior to its cancellation.

<sup>25</sup> This Court also recognized the City’s right to seek modification of the TRO at the June 12,  
2015, hearing.

1 use of escrow account to hold government funds while constitutional challenges to right to  
2 collect funds was litigated).

3 If the TRO is not modified to relieve the City of any obligation to make the July 1st  
4 Payment while this matter is pending, the City alternatively requests that the Court allow it to  
5 deposit this payment into a Court-approved escrow account. *See IRIS Mgmt. Grp.*, 329 Fed.  
6 Appx. at 114. The prevailing party, whether it be the City or Plaintiffs, then will have a right to  
7 the money in the escrow account at the lawsuit's conclusion.

8 **C. Alternatively, The TRO Should Be Modified To Require Plaintiffs To Post**  
9 **An Additional \$3.75 Million Bond To Protect The City If The TRO Or Any**  
10 **Subsequent Preliminary Injunction Is Found To Be Wrongful.**

11 At the temporary restraining order or preliminary injunction stage, a bond is required to  
12 "indemnify the party enjoined for damages incurred as a result of an improperly granted  
13 restraining order obtained without an opportunity by the party to be heard." *Smith v. Coronado*  
14 *Foothills Estates Homeowners Ass'n Inc.*, 571 P.2d 668, 669 (1977); *Grady v. Bank of*  
15 *Elmwood*, No. CV-11-02060-PHX-JAT, 2014 WL 2930510, at \*2 (D. Ariz. June 30, 2014)  
16 (*citing* Fed. R. Civ. P. 65 and A.R.C.P. 65) (when issuing an injunction, the movant is required  
17 to post a bond that can be used "to pay the costs and damages sustained by any party found to  
18 have been wrongfully enjoined or restrained."); *State v. B Bar Enters., Inc.*, 649 P.2d 978, 981,  
19 n.3 (1982) ("[m]oreover, any party, other than the state, who requests a temporary restraining  
20 order must post a security to indemnify the restrained party against damage resulting from a  
21 wrongful restraint.").<sup>26</sup>

22 If the City is required to make the July 1st Payment to Plaintiffs, the City requests that  
23 the amount of Plaintiffs' bond be increased from \$250,000 to \$4 Million (i.e., by the amount of  
24 the July 1st Payment) to protect the City. *Merrill Lynch, Pierce, Fenner & Smith, Inc. v.*  
25 *Patinkin*, No. 91 C 2324, 1991 WL 83163 at \*1 (N.D. Ill. May 9, 1991) (ordering increase in

26 <sup>26</sup> Of course, a party wrongfully enjoined is not strictly limited to a recovery in the amount  
27 posted as bond. *B Bar Enters.*, 649 P.2d at 670. In addition, the City has the right to recover its  
28 attorneys' fees incurred if it is found to be wrongfully enjoined. *See Ayer v. Gen. Dynamics*  
*Corp.*, 625 P.2d 913, 914, n.2 (Ct. App. 1980) (*citing U.S. Fid. & Guar. Co. v. Frohmler*, 227  
P.2d 1007) (1951) and acknowledging right to recover attorneys' fees for issuance of a  
wrongful injunction)).

1 bond for temporary restraining order granted pursuant to attendant Federal Rules); *see also*  
2 *Aeovoe v. AE Tech Co., Ltd.*, No. 2:12-CV-0053-GMN, 2014 WL 1089676 \*5 (D. Nev. Mar. 18,  
3 2014) (granting increase in bond for preliminary injunction). The damage to the City and its  
4 taxpayers is not speculative or conjecture but is real and defined. Moreover, there is a risk that  
5 Plaintiffs will not have the financial ability to repay the City should the City pay them the July  
6 1st Payment directly. Indeed, days after the TRO, Plaintiffs announced that “Andrew Barroway  
7 to relinquish role as Coyotes majority owner.”<sup>27</sup> In these circumstances, modification of the  
8 TRO to require Plaintiffs to post a significantly greater bond is more than justified.

9 **IV. CONCLUSION**

10 For these reasons, the City requests that the June 12 TRO be modified to relieve the City  
11 from any obligation to make the July 1st Payment during this case’s pendency. The City  
12 alternatively asks that it be permitted to deposit the July 1st Payment into an escrow account  
13 during this case’s pendency. If neither of these requests is granted, the City then asks that  
14 Plaintiffs be required to post a bond in an additional amount of \$3.75 Million (for a total bond  
15 of \$4 Million) to protect the City’s right to recover the July 1st Payment if the Court ultimately  
16 recognizes its right to cancel the Agreement.

17 Respectfully submitted: June 17, 2015

18 SACKS, RICKETTS & CASE LLP

19 By /s/Cynthia A. Ricketts  
20 CYNTHIA A. RICKETTS

21 Attorneys for Defendant City of Glendale  
22  
23  
24  
25

---

26 <sup>27</sup> See [http://www.foxsports.com/arizona/story/barroway-to-relinquish-role-as-coyotes-](http://www.foxsports.com/arizona/story/barroway-to-relinquish-role-as-coyotes-majority-owner-061515)  
27 majority-owner-061515 (“Six months after he became the majority owner of the Arizona  
28 Coyotes, Andrew Barroway will step into a lesser role with the club. . . A philosophical  
difference in the financial direction of the team has led IceArizona members Gary Drummond  
and Dave Duckett to buy back some of Barroway’s shares.”).

1 Original filed by AZ Turbo Court on the 17th day of June, 2015.

2 Copies emailed this 17th day of June, 2015, to:

3 James R. Condo (#005867)  
4 Patricia Lee Refo (#017032)  
5 Adam E. Lang (#022545)  
6 SNELL & WILMER L.L.P.  
7 One Arizona Center  
8 400 E. Van Buren  
9 Phoenix, Arizona 85004-2202  
Telephone: 602.382.6000  
jcondo@swlaw.com  
prefo@swlaw.com  
alang@swlaw.com

10 *Attorneys for Plaintiffs IceArizona Manager Co LLC and IceArizona Hockey Co LLC*

11 /s/Katherine Sieckman

# EXHIBIT 1

1 CYNTHIA A. RICKETTS (AZ Bar No. 012668)

2 Email: cricketts@sacksrickettscase.com

3 **SACKS, RICKETTS & CASE LLP**

4 2800 North Central Avenue, Suite 1230

5 Phoenix, AZ 85004

6 Phone: 602.385.3370

7 Fax: 602.385.3371

8 Michael D. Bailey (Bar No. 022117)

9 Email: mbailey@glendaleaz.com

10 **OFFICE OF THE CITY ATTORNEY**

11 **CITY OF GLENDALE**

12 5850 West Glendale Avenue, Suite 450

13 Glendale, Arizona 85301

14 Phone: 623.930.2930

15 Fax: 623.915.2391

16 Attorneys for Defendant

17 City of Glendale

18 IN THE MARICOPA COUNTY SUPERIOR COURT

19 IN AND FOR THE STATE OF ARIZONA

20 ICEARIZONA MANAGER CO LLC, A

21 Delaware Limited Liability Company;

22 ICEARIZONA HOCKEY CO LLC, A

23 Delaware Limited Liability Company,

24 Plaintiffs,

25 v.

26 CITY OF GLENDALE, an Arizona Municipal

27 Corporation; CITY OF GLENDALE CITY

28 COUNCIL; JERRY WEIERS, in his official

capacity as City of Glendale Mayor; IAN

HUGH, in his official capacity as City of

Glendale Vice Mayor and Councilmember;

BART TURNER, in his official capacity as

City of Glendale Councilmember; LAUREN

TOLMACHOFF, in her official capacity as

City of Glendale Councilmember; JAMIE

ALDAMA, in his official capacity as City of

Glendale Councilmember; GARY

SHERWOOD, in his official capacity as City

of Glendale Councilmember; SAMUEL

CHAVIRA, in his official capacity as City of

Glendale Councilmember; DICK BOWERS, in

Case No. CV2015-007216

**DECLARATION OF RECORDS**

**CUSTODIAN OF CITY OF GLENDALE**



1 his official capacity as City of Glendale Acting  
2 City Manager; MICHAEL BAILEY, in his  
3 official capacity as City of Glendale City  
Attorney,

Defendants.

4  
5 I, Darcie McCracken, declare:

6 1. I am over the age of 18 and a duly authorized custodian of records for Defendant  
7 City of Glendale ("the City").

8 2. I am familiar with the attached business records and files maintained by the City.

9 3. I have the authority to certify that the records attached hereto as Exhibits A-Q  
10 are true and correct copies of public records regularly prepared or retained by the City in its  
11 ordinary scope of business during the April 2010 through August 2013 timeframe.

12 4. The records attached hereto as Exhibits A-Q were prepared and/or kept by City  
13 personnel in the regular course of business and are retained under the City's custody and  
14 control.

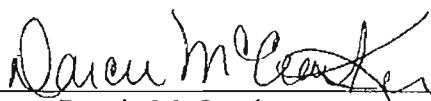
15 5. The records that are attached hereto as Exhibits A-Q are listed below:

- 16 • EXHIBIT A – City of Glendale, June 10, 2015, City Council Meeting Summary  
17 Minutes
- 18 • EXHIBIT B – April 9, 2010, MOU between IceEdge and the City
- 19 • EXHIBIT C – April 13, 2010, email correspondence between Tindall and  
20 LeBlanc
- 21 • EXHIBIT D – December 17, 2012, email correspondence between Tindall  
22 and LeBlanc
- 23 • EXHIBIT E – January 17, 2012, email correspondence between Tindall  
24 and LeBlanc
- 25 • EXHIBIT F – July 2, 2013, email correspondence from Tindall to  
members of City Council
- 26 • EXHIBIT G – July 26, 2013, email correspondence from Tindall to  
27 Brenda Fischer
- 28 • EXHIBIT H – June 25, 2013, email correspondence from Acting City  
Manager

- EXHIBIT I – June 26, 2013, email correspondence from Frisoni to members of City Council
- EXHIBIT J – June 26, 2013, email correspondence from Frisoni to members of City Council
- EXHIBIT K – June 28, 2013, Tindall correspondence to members of City Council
- EXHIBIT L – June 30, 2013, email correspondence from Frisoni to members of City Council
- EXHIBIT M – March 1, 2012, email correspondence between Tindall and LeBlanc
- EXHIBIT N – March 4, 2011, email correspondence between Tindall and LeBlanc
- EXHIBIT O – March 5, 2012, email correspondence between Tindall and officials and employee of the City
- EXHIBIT P – May 18, 2010, email correspondence between Tindall and LeBlanc
- EXHIBIT Q – October 31, 2011, email correspondence between Tindall and LeBlanc

I hereby declare under penalty of perjury of the laws of the state of Arizona that the above statements are true to the best of my knowledge and belief.

Executed on June 17, 2015, at Glendale, Arizona.

  
Name: Darcie McCracken  
Title: Deputy City Clerk, City of Glendale

# EXHIBIT A

# City of Glendale

*5850 West Glendale Avenue  
Glendale, AZ 85301*



## Summary Minutes

**Wednesday, June 10, 2015**

**6:00 PM**

**Special Voting Meeting**

**Council Chambers**

### **City Council**

*Mayor Jerry Weiers*

*Vice Mayor Ian Hugh*

*Councilmember Jamie Aldama*

*Councilmember Samuel Chavira*

*Councilmember Gary Sherwood*

*Councilmember Lauren Tolmachoff*

*Councilmember Bart Turner*

**CALL TO ORDER**

**Present:** 7 - Mayor Jerry Weiers, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Samuel Chavira, Councilmember Gary Sherwood, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

*[Councilmember Sherwood participated telephonically.]*

*Also present were Richard Bowers, Acting City Manager; Tom Duensing, Interim Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.*

**PLEDGE OF ALLEGIANCE****PRAYER/INVOCATION**

*Reverend Maupin offered the invocation.*

**CITIZEN COMMENTS**

*Please see the regular City Council minutes for citizen comments.*

**NEW BUSINESS**

1. 15-470 DISCUSSION AND POSSIBLE ACTION TO DIRECT THE CITY MANAGER AND CITY ATTORNEY TO CANCEL THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT BETWEEN THE CITY OF GLENDALE AND ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC, PURSUANT TO ARIZONA REVISED STATUTES § 38-511, AND TO PURSUE ANY AND ALL OTHER LEGAL ACTIONS AND REMEDIES NECESSARY TO EFFECTUATE CANCELLATION OR TERMINATION OF THE AGREEMENT
- Staff Contact: Michael D. Bailey, City Attorney
- A motion was made by Councilmember Aldama, seconded by Councilmember Chavira, that this agenda item be tabled for two weeks. The motion failed by the following vote:**
- Aye:** 2 - Councilmember Aldama, and Councilmember Chavira
- Nay:** 4 - Mayor Weiers, Vice Mayor Hugh, Councilmember Tolmachoff, and Councilmember Turner
- Absent:** 1 - Councilmember Sherwood

*Please see the regular City Council minutes for citizen comments.*

**A motion was made by Vice Mayor Hugh, seconded by Councilmember Turner, that this agenda item be approved. The motion carried by the following vote:**

**Aye:** 5 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Tolmachoff, and Councilmember Turner

**Nay:** 2 - Councilmember Chavira, and Councilmember Sherwood

#### **COUNCIL COMMENTS AND SUGGESTIONS**

*Please see the regular City Council minutes for Council comments.*

#### **ADJOURNMENT**

*The meeting was adjourned at 7:42 p.m.*

# EXHIBIT B

---



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, dated this 9th day of April 2010 ("MOU"), regarding the AMULA referred to below, is entered into by and among Ice Edge Team, LLC, a Delaware limited liability company ("Team Buyer"), Ice Edge Arena, LLC, a Delaware limited liability company ("Arena Buyer" and collectively with Team Buyer, the "Buyer") and the City of Glendale, an Arizona municipal corporation ("Glendale").

### Background

- A. In May 2009, the Coyotes Hockey, L.L.C. and its affiliated entity, Arena Management Group, L.L.C. (collectively referred to as the "Coyotes") filed for federal bankruptcy protection.
- B. During the bankruptcy proceedings, the National Hockey League ("NHL") purchased the assets of the Coyotes but did not assume the Arena Management, Use and Lease Agreement ("AMULA").
- C. The NHL's expressed intention is to sell the Coyotes' assets as soon as practicable; either to new owners who will continue to play NHL hockey in Glendale, or if such a sale cannot be arranged, to new owners who may relocate the hockey team to another market.
- D. The purpose of this MOU is to document the understandings that the parties to this MOU have developed during their recent discussions regarding the purchase of the Coyotes' assets from the NHL.
- E. Discussions have now reached a point where all parties desire to commit additional and significant resources and to take further actions to negotiate the more formal and detailed agreements that will be needed in order to undertake and complete the transactions contemplated by this MOU (collectively, the "Project Agreements"), and this MOU is intended to serve as the basis for each party to commit that additional time and those additional resources necessary for the negotiation of the detailed Project Agreements.

### Understanding of the Parties

It is the understanding of the parties that:

- 1. Purchase of Coyotes' Assets. Buyer has reached an agreement with the NHL to purchase the assets of the Phoenix Coyotes.
- 2. Parking Facilities.
  - 2.1 Buyer will assign to Glendale, who will reassign to the CFD, as defined in paragraph 3, the right to manage and operate and receive revenues of the Parking Improvements and the related parking facilities for the Arena.
  - 2.2 The CFD will pay Buyers a monthly fee for granting Glendale the right to manage and operate the Parking Improvements (the "Parking Operations Fee"), which shall be payable in monthly installments equal to the amount of net parking fees collected, with any amount of the Parking Operations Fee not paid in monthly installments paid in full at each quarter end.
  - 2.3 Glendale will, in consultation with Buyer, establish the amount of parking fees to be charged to visitors of the Arena for the Events (the "Parking Fees") and Buyer will use commercially reasonable efforts to cooperate with Glendale in marketing the use of the Parking Facilities.

3. Creation of Community Facilities District. The City will create, or cause to be created, a Community Facilities District ("CFD"), or other similar and beneficial mechanism, within 90-120 days of signing the MOU as an entity to sell bonds and collect revenues.

3.1 Parking Operations.

- a. The CFD will have the right and obligation to operate the Parking Improvements.
- b. The CFD will manage these areas in a manner that benefits the operations of Arena and is consistent with and beneficial to the operations of Westgate.
- c. So long as Buyer has outstanding debt incurred with an acceptable financial institution for the purchase of the team outstanding, the CFD will pay to Buyer a Parking Operations Fee, paid monthly, equal to the lesser of one-twelfth of \$7,500,000 or the amount monthly due from Buyer on that debt.
- d. Glendale will pay to the CFD as a fee for managing the public parking area for the Arena a fee equal the amount necessary for the CFD to pay monthly the Parking Operations Fee and has sufficient reserves to fund the Operating Loss Reserve Account.
- e. Any amount of the parking revenues not paid by the CFD to Buyer each month will be paid to the City.

3.2 Operating Loss Reserve Account

- a. The CFD will establish assessments upon and collect revenues from the landowners within the district sufficient to assure that the CFD will have available by June 30<sup>th</sup> not less than \$5 million support ("Operating Loss Reserve Account").
- b. The Operating Loss Reserve Account will be available for the team to draw upon at not more than \$5 million per year during the first ten years after purchasing the team's assets from the NHL.
- c. Draws on the Operating Loss Reserve Account for cash losses incurred by team operations excluding debt payments as reflected in an annual audit financial statement prepared in accordance with GAAP.
- d. Any amount greater than the Operating Loss Reserve may be made available to the City to assist in paying any difference between the Parking Operation Fee and net parking revenue; provided the Operation Loss Reserve Account balance is available.

3.3 Ticket Surcharge

- a. Buyers will immediately implement ticket surcharges, which may vary between Hockey Events and non-Hockey Events, in an amount the parties mutually agree upon, for all Arena events in order to support operating and funding requirements ("Ticket Surcharge.")
- b. The Ticket Surcharge will be paid to the CFD.
- c. The CFD will pay to the Buyers for the period of the AMULA or any subsequent lease agreement, the proceeds of the ticket surcharge a monthly amount of one-twelfth \$2,000,000 (Surcharge Payment).
- d. Any balance of the revenues generated by the Ticket Surcharge and not allocated to the Surcharge Payment will be incorporated into the Operating Losse Reserve Account.
- e. In formulating their mutual agreement, the parties will evaluate the prices of other

similar venues and events in comparable markets and reasonably basis their decision upon that information, factoring in the funding requirements served by these revenues, but in no event will the Ticket Surcharge be insufficient to pay the Surcharge Payment and Operating Loss Reserve Account obligations.

- 3.4 The CFD will terminate on the later date of which there is no further Parking Operations Fee due or June 30<sup>th</sup> of the tenth year following the year of Buyer purchases the team from the NHL and all funds in the CFD will accrue to the City.
4. AMULA Amendment. The Parties will use commercially reasonable efforts to enter into the AMULA Amendment.
  - 4.1 No such amendment will cause Glendale to provide additional funds or to commit any existing revenue streams as a result of the AMULA Amendment, including any payments with respect to (i) Arena improvements; (ii) the funding of the Operating Account for expected maintenance and capital expenditures necessary to meet the Arena Maintenance Standard and operate the Arena as a world-class multi-purpose arena consistent with the terms of the AMULA, and the conduct of no more than five alternate site regular season home games, subject to approval of the NHL, with terms and conditions consistent with this MOU and that are reasonably satisfactory to each party.
  - 4.2. Notwithstanding the foregoing, no such AMULA Amendment will result in any increase of the amounts of rent or payment payable by Buyer, or any waiver of any distribution payable to Buyer as successors to Debtors under the AMULA, without the consent of Buyer in their sole discretion.
5. Other Agreements. The Parties will use commercially reasonable efforts to enter into, assume the following Arena-related agreements, including, but not limited to: (i) Agreement for Replacement of Temporary Parking, as amended herein; (ii) Collateral and Subordination Agreement; (iii) Construction Disbursement Escrow Agreement; (iv) Team Guaranty; (v) Safety and Security Agreement; (vi) Arena Performance Standards; and (vii) such other agreements as necessary to consummate the transactions contemplated in this MOU.
6. Arena Purchase. Buyer will have a right of first refusal to match any offer entered into by Glendale for the sale of the Arena during the first five years after the effective date of this MOU, and within five years following the execution of the AMULA Amendment, Buyer will enter into good faith negotiations with Glendale for the potential purchase of the Arena by Buyer.
7. Team Name Change. Following the purchase of the team, Buyer will use commercially reasonable efforts to apply to the NHL for such approvals necessary to cause the name of the team to be changed to the "Glendale Coyotes" or the "Arizona Coyotes" and subject to such approvals, Buyer will use their commercially reasonable efforts to effect such name change.
8. Terms. Each capitalized term not defined herein has the same meaning assigned to them in the AMULA.
9. Further Documents. The parties acknowledge and agree that this MOU contains recitals of the initial discussions and intentions of the parties with respect to certain, but not all, of the terms of the Project Agreements.
  - 9.1 The parties further acknowledge and agree that material terms and conditions remain to be negotiated and agreed upon prior to the execution of any of the Project Agreements.
  - 9.2 The parties will proceed in good faith to negotiate the complete terms and conditions of the Project Agreements.
  - 9.3 A failure by the parties or any of them to successfully negotiate and execute any of the Project Agreements will not be deemed a breach of this MOU, or any other agreement, by,

between, or among the parties and will not subject any party to any form of liability as a result.

10. Council Approval. This MOU serves merely to memorialize the parties' discussions and is not intended to be a binding commitment in form or manner; the parties fully understanding that any commitment by Glendale other than the administrative resources necessary to formulate binding Project Agreements requires formal approval of the Glendale City Council.

**ICE EDGE TEAM, LLC**

By: ICE EDGE HOLDINGS, LLC,  
its Managing Member

By: 

Name: Anthony LeBlanc  
Title: Chief Executive Officer

Date: April 9, 2010

**ICE EDGE ARENA, LLC**

By: ICE EDGE HOLDINGS, LLC,  
its Managing Member

By: 

Name: Anthony LeBlanc  
Title: Chief Executive Officer

Date: April 9, 2010

**CITY OF GLENDALE**

By: \_\_\_\_\_  
Ed Beasley, City Manager

Date:

# EXHIBIT C

---

**Donna Brown**

**From:** tindall, craig  
**Sent:** 4/13/2010 9:59:24 PM  
**To:** djones@hedgeye.com  
**Subject:** Re: Good presentation  
**Attachment:**  
**Tags:**

Absolutely. Same here, and please give my best to Todd as well.

Sent from Blackberry

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

From: Daryl Jones  
To: Tindall, Craig  
Cc: anthony@iceedgeholdings.com  
Sent: Tue Apr 13 21:49:40 2010  
Subject: Re: Good presentation

Good luck closing the transaction Craig. Even though the last week or so was a bit testy, we enjoyed working with you and getting to know you.

Best

Daryl

Sent from my iPhone

On Apr 13, 2010, at 11:16 PM, "Tindall, Craig" wrote:

> Now that's an offer.

>

>

> Sent from Blackberry

>

> ----- Original Message -----

> From: Daryl Jones

> To: Anthony LeBlanc

> Cc: Tindall, Craig

> Sent: Tue Apr 13 20:12:23 2010

> Subject: Re: Good presentation  
>  
> Logically keeping both proposals alive makes sense.  
>  
> And I agree, how can any bonds be raises without some certainty in the  
> revenue streams?  
>  
> Also well add a clause: Daryl jones won't talk to the press  
> anymore. :)  
>  
> Sent from my iPhone  
>  
> On Apr 13, 2010, at 11:04 PM, "Anthony LeBlanc" >> wrote:  
>  
>> Craig,  
>> The reinsdorf mou does not address their requirements In regards to  
>> language In 3.1d. And we both know they will need language to do any  
>> bonding.  
>> We can make the language  
>> work. Colson came to me at noon on Friday with a deadline and  
>> requiring an answer immediately.  
>> If they don't have language, doesn't that mean they will have to make  
>> changes?  
>>  
>>  
>>  
>> Anthony LeBlanc  
>> Chief Executive Officer  
>> Ice Edge Holdings, LLC  
>>  
>>  
>> On Apr 13, 2010, at 7:56 PM, "Tindall, Craig"  
>> wrote:  
>>  
>>> Well stated.  
>>>  
>>> Sent from Blackberry  
>>> -----  
>>> -----  
>>> This email and files transmitted within are intended solely for the  
>>> use of the individual or entity to whom  
>>> they are addressed, if you have received this email in error please  
>>> delete it and notify the sender of the  
>>> message. Any views expressed in this message are those of the  
>>> individual sender, except where the sender



>>> specifies them to be the views of the City of Glendale Arizona.  
>>> Message scanning was performed by Websense e-mail security software  
>>> and virus detection software.  
>  
> -----  
> -----  
> This email and files transmitted within are intended solely for the  
> use of the individual or entity to whom  
> they are addressed, if you have received this email in error please  
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> individual sender, except where the sender  
> specifies them to be the views of the City of Glendale Arizona.  
> Message scanning was performed by Websense e-mail security software  
> and virus detection software.

# EXHIBIT D

---

## Donna Brown

**From:** anthony@lakeheadyale.com

**Sent:** 12/17/2012 9:52:00 PM

**To:** ctindall@glendaleaz.com

**Subject:** Re: Seriously?

**Attachment:**

**Tags:**

Painful, but mercifully it is now over.

Yes, that was the thought that I had immediately...hockey time? Hopefully very soon...

On Dec 17, 2012, at 11:47 PM, "Tindall, Craig" <CTindall@GLENDALEAZ.com> wrote:

> Now you know what it's like to live with the Cardinals. Sorry, tough season. We need hockey.

>

> On Dec 17, 2012, at 9:26 PM, "Anthony D. LeBlanc" <anthony@lakeheadyale.com> wrote:

>

>> We wouldn't want to win this, it would keep playoff hopes alive. Painful.

>>

>> On Dec 17, 2012, at 11:25 PM, "Tindall, Craig" <CTindall@GLENDALEAZ.com> wrote:

>>

>>> Sanchez! Come on! Why not try Tebow, could it be worse? They might actually win this game.

>

# EXHIBIT E

---

**Donna Brown**

**From:** ctindall@glendaleaz.com  
**Sent:** 1/17/2012 9:54:32 AM  
**To:** anthony@iceedgeholdings.com  
**Subject:** RE: Thursday

**Attachment:****Tags:**

Perfect 9:30. See you there.

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

From: Anthony LeBlanc [mailto:anthony@iceedgeholdings.com]  
Sent: Tuesday, January 17, 2012 8:48 AM  
To: Tindall, Craig  
Subject: Re: Thursday

Thursday it is! Wednesday night I'm actually staying in desert ridge area, ap our usual starbucks?

On Jan 17, 2012, at 10:39 AM, "Tindall, Craig" <CTindall@GLENDALEAZ.com> wrote:

Ugg, Friday is all day budget work. It's gotten legal this year. Wonderful as that sounds. Let me know if Thursday morning works. It'd be great to catch up.

On Jan 17, 2012, at 7:12 AM, "Anthony LeBlanc" <anthony@iceedgeholdings.com> wrote:

> Would friday be better? I could probably do 930 Thursday as well.

>

>

> On Jan 17, 2012, at 1:59 AM, "Tindall, Craig" <CTindall@GLENDALEAZ.com> wrote:

>

> My eldest son just informed me this evening he has a debate tournament at ASU Thursday afternoon. That means i'm judging from 2-3:00 till 10-11:00 gruelling schedule Any chance to grab coffee in the morning, about 9:30? I can come out to Westgate.

>

>

>

>

> On Jan 16, 2012, at 1:06 PM, "Anthony LeBlanc" <anthony@iceedgeholdings.com> wrote:

>

>> I will be staying out closer to the arena on Thursday, however I can meet you anywhere. Why don't you pick a spot and the

time, I'm wide open Thursday afternoon.

>> Looking forward to catching up

>> Anthony

>>

>>

>> On Jan 14, 2012, at 2:59 PM, "Tindall, Craig" <CTindall@GLENDALEAZ.com> wrote:

>>

>> Absolutely. I have a lunch meeting and have to be home about 4:45. Otherwise, I'm good We can do coffee or an early afternoon beer. Where are you staying? There are great places for both about 16th St and Bethany Home Rd if you're in the PV area.

>>

>>

>>

>>

>> On Jan 14, 2012, at 9:50 AM, "Anthony LeBlanc" <anthony@lceedgeholdings.com> wrote:

>>

>>> Craig,

>>> I'm coming into town this week. Any chance you have some free time on Thursday?

>>> Anthony

>>>

>>>

>>

>> -----  
>> This email and files transmitted within are intended solely for the use of the individual or entity to whom  
>> they are addressed, If you have received this email in error please delete it and notify the sender of the  
>> message. Any views expressed in this message are those of the individual sender,except where the sender  
>> specifies them to be the views of the City of Glendale Arizona.

>> Message scanning was performed by Websense e-mail security software and virus detection software.

>>

>>

>

> -----  
> This email and files transmitted within are intended solely for the use of the individual or entity to whom  
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>

>

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Message scanning was performed by Websense e-mail security software and virus detection software.





RESOLUTION NO. 4703 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE FOLLOWING TWO AGREEMENTS: (1) PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT WITH ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC, AS AMENDED BY MOTION AT THE JULY 2, 2013 COUNCIL MEETING; AND (2) NON-RELOCATION AGREEMENT WITH ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC, AS AMENDED BY MOTION AT THE JULY 2, 2013 COUNCIL MEETING.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the following two agreements be entered into: (1) Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC; and (2) Non-Relocation Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC. The agreements, in substantial final form, are now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the management, use, and lease of the Arena under the Professional Management Services and Arena Lease Agreement will benefit the City and its residents by assuring a substantial, regular, and continuing utilization of the Arena, providing additional employment opportunities within the City, increasing the City's tax base, and stimulating additional development on properties in the vicinity of the Arena Facility; and, therefore, this Council finds that the Professional Management Services and Arena Lease Agreement provides a substantial public benefit.

SECTION 3. That the City's proposal to enter into the agreements with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC must be accepted by those parties before July 8, 2013, 2:00 p.m. Arizona time (5:00 p.m. EDT) by their execution of the agreements or the offer to enter into the agreements shall expire and be null and void. Closing must be complete by August 5, 2013.

SECTION 4. That if IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC accept the City's offer to enter into the two agreements in the time prescribed, the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said agreements and any ancillary documents or agreements and to do all such acts required to implement the purpose and intent of the agreements on behalf of the City of Glendale, and to approve the final form of the agreements, consistent with the forms now on file and the understanding of the parties, such approval to be evidenced by execution of such documents by the City Manager and the City Clerk.

SECTION 5. That, upon execution of the agreements, the City Clerk is hereby directed to forward: a memorandum of agreement that reflects the existence of Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC; and the Non-Relocation Agreement to the Maricopa County Recorder's Office for recording.

SECTION 6. The City Manager and the City Attorney are authorized to make changes to the agreements of a grammatical, form, technical or similar nature so long as there is no material increase in the obligations or exposure to the City of Glendale

SECTION 7. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the agreements.

SECTION 8. Notice of A.R.S. § 38-511 is hereby given.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 2nd day of July, 2013.

Jerry P. Weiers  
M A Y O R

ATTEST:

Pamela Hanna  
City Clerk (SEAL)

APPROVED AS TO FORM:

Nicholas C. DiPiazza  
Acting City Attorney

REVIEWED BY:

Richard A. Bowers  
Acting City Manager

ORDINANCE NO. 2855 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE LEASEHOLD INTEREST, AS AMENDED BY MOTION AT THE JULY 2, 2013 CITY COUNCIL MEETING, WITHIN THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT AS AMENDED BY MOTION AT THE JULY 2, 2013 CITY COUNCIL MEETING WITH ICEARIZONA MANAGER CO., LLC, AND ICEARIZONA HOCKEY CO., LLC.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof to grant a leasehold interest within the Professional Management Services and Arena Lease Agreement ("Agreement") with IceArizona Manager Co., LLC, and IceArizona Hockey Co., LLC. The Agreement, in substantial final form, is now on file in the office of the City Clerk of the City of Glendale and relates to the Exclusive Team Space, which is defined in § 1.2 of the Arena Lease and Management Agreement as "the portions of the Arena Facility designed and constructed for the exclusive use by the Team Owner, including the team locker room (the space in the Arena Facility designed and constructed for the exclusive use by the Team Owner as a home team locker room, including dressing, locker, shower, lounge, training, exercise and video coaching areas), the Team Owner's office, the Team's storage areas, and the Team Retail Stores."

SECTION 2. That the City's proposal to enter into the Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC must be accepted by those parties before July 8, 2013, 2:00 p.m. Arizona time (5:00 p.m. EDT) by their execution of the Agreement or the offer to enter into the Agreement shall expire and be null and void. Closing must be complete by August 5, 2013.

SECTION 3. That if IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC accept the City's offer to enter into the Agreement in the time prescribed, the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said Agreement and any ancillary documents or agreements and to do all such acts required to implement the purpose and intent of the leasehold interest therein on behalf of the City of Glendale, and to approve the substantial final form of the leasehold interest consistent with the forms now on file and the understanding of the parties, such approval to be evidenced by execution of such documents by the City Manager and the City Clerk.

SECTION 4. That the City and its residents will benefit from the management, use, and lease of the Arena under the Professional Management Services and Arena Lease Agreement, including the leasehold interest, by assuring a substantial, regular, and continuing utilization of

the Arena, providing additional employment opportunities within the City, increasing the City's tax base, and stimulating additional development on properties in the vicinity of the Arena Facility; and, therefore, this Council finds that the Professional Management Services and Arena Lease Agreement provides a substantial public benefit.

SECTION 5. That, upon execution of the Agreement, the City Clerk is hereby directed to forward a memorandum of agreement that reflects the existence of Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC to the Maricopa County Recorder's Office for recording.

SECTION 6. The City Manager and the City Attorney are authorized to make changes to the Agreement of a grammatical, form, technical or similar nature so long as there is no material increase in the obligations or exposure to the City of Glendale.

SECTION 7. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the Agreement.

SECTION 8. Notice of A.R.S. § 38-511 is hereby given.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 2nd day of July, 2013.

Jerry P. Weiers  
M A Y O R

ATTEST:

Pamela Hanna  
City Clerk (SEAL)

APPROVED AS TO FORM:

Nicholas C. DiPiazza  
Acting City Attorney

REVIEWED BY:

Richard A. Bowers  
Acting City Manager

Passed

NOT ATTACHMENTS

for comparison

# EXHIBIT F

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**Sherwood, Gary**

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**From:** Gary Sherwood [REDACTED]  
**Sent:** Tuesday, July 02, 2013 3:49 PM  
**To:** Sherwood, Gary  
**Subject:** Fwd: Coyotes Ord and Res  
**Attachments:** Coyotoes Ord Amended.docx; ATT00001.htm; Coyotoes Res Amended.docx; ATT00002.htm

Sent from Gary's iPhone

Begin forwarded message:

**From:** Craig Tindall <cdtindall@statefarm.com>  
**Date:** July 2, 2013, 11:48:43 AM MST  
**To:** "garysherwood@statefarm.com"; Yvonne Knaack  
<Yvonne.Knaack.gf8y@statefarm.com>  
**Subject:** Coyotes Ord and Res

See attached.

ORDINANCE NO. 2855 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE LEASEHOLD INTEREST WITHIN THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT WITH ICEARIZONA MANAGER CO., LLC, AND ICEARIZONA HOCKEY CO., LLC.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof to grant a leasehold interest within the Professional Management Services and Arena Lease Agreement ("Agreement") with IceArizona Manager Co., LLC, and IceArizona Hockey Co., LLC. The Agreement, in substantial final form, is now on file in the office of the City Clerk of the City of Glendale and relates to the Exclusive Team Space, which is defined in § 1.2 of the Arena Lease and Management Agreement as "the portions of the Arena Facility designed and constructed for the exclusive use by the Team Owner, including the team locker room (the space in the Arena Facility designed and constructed for the exclusive use by the Team Owner as a home team locker room, including dressing, locker, shower, lounge, training, exercise and video coaching areas), the Team Owner's office, the Team's storage areas, and the Team Retail Stores."

SECTION 2. That the City's proposal to enter into the Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC must be accepted by those parties before 2:00 p.m. Arizona time (5:00 p.m. EDT) by their execution of the Agreement or the offer to enter into the Agreement shall expire and be null and void.

SECTION 3. That if IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC accept the City's offer to enter into the Agreement in the time prescribed, the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said Agreement and any ancillary documents or agreements and to do all such acts required to implement the purpose and intent of the leasehold interest therein on behalf of the City of Glendale, and to approve the substantial final form of the leasehold interest consistent with the forms now on file and the understanding of the parties, such approval to be evidenced by execution of such documents by the City Manager and the City Clerk.

SECTION 4. That the City and its residents will benefit from the management, use, and lease of the Arena under the Professional Management Services and Arena Lease Agreement, including the leasehold interest, by assuring a substantial, regular, and continuing utilization of the Arena, providing additional employment opportunities within the City, increasing the City's tax base, and stimulating additional development on properties in the vicinity of the Arena Facility; and, therefore, this Council finds that the Professional Management Services and Arena Lease Agreement provides a substantial public benefit.

SECTION 5. That, upon execution of the Agreement, the City Clerk is hereby directed to forward a memorandum of agreement that reflects the existence of Professional Management Services and



RESOLUTION NO. 4703 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE FOLLOWING TWO AGREEMENTS: (1) PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT WITH ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC; AND (2) NONRELOCATION AGREEMENT WITH ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the following two agreements be entered into: (1) Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC; and (2) Non-Relocation Agreement with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC. The agreements, in substantial final form, are now on file in the office of the City Clerk of the City of Glendale. THE FINAL FORM OF THE MANAGEMENT AGREEMENT SHALL BE AMENDED SUCH THAT THE ARENA MANAGER IS GRANTED A USE LICENSE FOR THE ARENA FACILITY THAT IS CONSISTENT WITH ALL OF THE OTHER TERMS OF THE AGREEMENT AND THAT ONLY THE EXCLUSIVE TEAM SPACES WILL BE LEASED TO THE TEAM IN RETURN FOR THE LEASE PAYMENTS DESIGNATED IN THE AGREEMENT. FURTHERMORE, THE MANAGEMENT AGREEMENT WILL BE AMENDED SUCH THAT THE ARENA MANAGER WILL BE GRANTED AN IRREVOCABLE USE LICENSE FOR THE PARKING AREAS OWNED BY THE CITY AND SECURED BY THE CITY FROM THE WESTGATE DEVELOPER WITH REVENUES ALLOCATED AS SET FORTH IN THE AGREEMENT. LASTLY, THE MANAGEMENT AGREEMENT SHALL ALSO BE AMENDED BY DELETING SECTION 3.4 AND THAT SECTION 2.2 OF THE NON-RELOCATION AGREEMENT SHALL BE AMENDED TO BE CONSISTENT WITH THAT DELETION.

SECTION 2. That the management, use, and lease of the Arena under the Professional Management Services and Arena Lease Agreement will benefit the City and its residents by assuring a substantial, regular, and continuing utilization of the Arena, providing additional employment opportunities within the City, increasing the City's tax base, and stimulating additional development on properties in the vicinity of the Arena Facility; and, therefore, this Council finds that the Professional Management Services and Arena Lease Agreement provides a substantial public benefit.

SECTION 3. That the City's proposal to enter into the agreements with IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC must be accepted by those parties before 2:00 p.m. Arizona time (5:00 p.m. EDT) by their execution of the agreements or the offer to enter into the agreements shall expire and be null and void.

SECTION 4. That if IceArizona Manager Co., LLC and IceArizona Hockey Co., LLC accept the City's offer to enter into the two agreements in the time prescribed, the City Manager and the City Clerk are hereby authorized and directed to execute and deliver said agreements and any ancillary documents or agreements and to do all such acts required to implement the purpose and intent of

the agreements on behalf of the City of Glendale, and to approve the final form of the agreements, consistent with the forms now on file and the understanding of the parties, such approval to be evidenced by execution of such documents by the City Manager and the City Clerk.

SECTION 5. That, upon execution of the agreements, the City Clerk is hereby directed to forward: a memorandum of agreement that reflects the existence of Professional Management Services and Arena Lease Agreement with IceArizona Manager Co., LLC; and the NonRelocation Agreement to the Maricopa County Recorder's Office for recording.

SECTION 6. THE CITY MANAGER SHALL MODIFY THE AGREEMENT AS DIRECTED BY COUNCIL AND SHALL MAKE GRAMMATICAL, FORM, CLARIFICATION, TECHNICAL OR SIMILAR CHANGES PRIOR TO EXECUTION SO LONG AS THERE ARE NO SUBSTANTIVE INCREASES IN THE CITY'S OBLIGATIONS OR EXPOSURE.

SECTION 7. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the agreements.

SECTION 8. Notice of A.R.S. § 38-511 is hereby given.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Acting City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

# EXHIBIT G

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## **Fischer, Brenda**

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**From:** TINDALL, CRAIG <ctindall@FCLAW.com>  
**Sent:** Friday, July 26, 2013 10:05 AM  
**To:** Fischer, Brenda  
**Subject:** RE: Coyotes Meeting

Excellent. I have to say, I'm very happy you are there.

---

**From:** Fischer, Brenda [mailto:BFischer@GLENDALEAZ.COM]  
**Sent:** Friday, July 26, 2013 10:05 AM  
**To:** TINDALL, CRAIG  
**Subject:** RE: Coyotes Meeting

Thanks, Craig. I'm going to be on that call today at 2 so I'll be able to assess how we can move forward expeditiously. I met with LeBlanc and Dick yesterday and we all agreed that we need to move quickly and that's what precipitated today's meeting. LeBlanc took the words out of my mouth when he said that we all need to be on the call and just forge through the outstanding items. He was very amenable to the concerns that Dick had about a couple items.

I'm looking forward to the call today.

Thanks for the heads up,  
Brenda

**Brenda S. Fischer, ICMA-CM**  
City Manager  
City of Glendale  
5850 W. Glendale Ave., Ste. 431  
Glendale, Arizona 85301  
[www.glendaleaz.com](http://www.glendaleaz.com)  
(623) 930-2870

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**From:** TINDALL, CRAIG [mailto:ctindall@FCLAW.com]  
**Sent:** Friday, July 26, 2013 9:23 AM  
**To:** Fischer, Brenda  
**Subject:** Coyotes Meeting

Just so you know, and you might already, there is a conference call today at 2:00 between the city, the new Arena Manager, and the lenders on this transactions. There is a concern, legitimate I think, about the predisposition and long-term perspective of those on the call and who are handling the few remaining issues for the city. There few issues outstanding that still have the potential for killing this deal; although they are truly not significant enough to do so.

The issues are related to requests from the Arena Manager/Team's lenders. They are the usual lender requests that the city repeatedly dealt with and accommodated when the arena was build, as the Arena Manager's financing was modified over the subsequent years, and in the several Arena-related deals that were finalized but never closed. Yet the city insists on taking a very hard negotiating stance, doing so without the benefit of knowledge about prior transactions and losing site of the risks/benefits of the transaction as a whole. I can provide more detail if you'd like but the bottom line is that none of these issues were problems in the past expeditiously.

Frankly, neither party needs to waste time (and lots of money on lawyers) arguing about marginal issues. There are acceptable answers for everything, but someone on the business side of the city needs to recognize the relative importance of the issues, accept the administrative authority that has been granted, and move the lawyers along to close this deal.

In any event, I'm available all day if you want more info. (Are you having a good time yet?)

Craig  
602-916-5531 (o)  
602-206-5568 (c)

## FENNEMORE CRAIG

ATTORNEYS

DENVER | LAS VEGAS | NOGALLES | PHOENIX | RENO | TUCSON  
[www.FennemoreCraig.com](http://www.FennemoreCraig.com)

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# EXHIBIT H

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**Knaack, Yvonne**

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**From:** DiPiazza, Nicholas  
**Sent:** Tuesday, June 25, 2013 10:23 AM  
**To:** Weiers, Jerry; Knaack, Yvonne; Martinez, Manny; Alvarez, Norma; Sherwood, Gary; Hugh, Ian; Chavira, Samuel  
**Cc:** Krey, Kristen; Adkins, Thomas  
**Subject:** FW: Renaissance

Mayor & Council:

Please read the email from Dick below. It details his latest thoughts regarding the Coyotes deal. I plan to have Gary Birnbaum and Horatio at executive session today with additional thoughts and analysis.

Respectfully,

Nick

**Nicholas C. DiPiazza, Esq.**  
Acting City Attorney  
City Of Glendale  
5850 W. Glendale Avenue, Suite 450  
Glendale, Arizona 85301  
(623) 930-2930  
(623) 915 -2391 (Fax)

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**From:** RICHARD BOWERS [REDACTED]  
**Sent:** Tuesday, June 25, 2013 10:14 AM  
**To:** DiPiazza, Nicholas  
**Subject:** Renaissance

Nick.

Will you please send this along to the City Council or hand out in the excc session.

Mayor and City Council,

I want to share these thoughts by e-mail in case my connection fails... we have had a steady problem of dropped calls for the past couple days. You asked that I bring back to you the financials related to the Renaissance proposal. Staff has worked hard to boil the data down to a digestible level for your discussion today.

Contrary to what might appear in the papers I don't see this as a "done deal". Far from it. Discussions continued over the weekend and we have come only slightly closer to comfortable than before. Gary B has helped to illustrate to the Renaissance group's attorney the concerns we have., I suspect this has given them a degree of discomfort.

Of the three requests you identified and I posed on Friday, the only one accepted was the increase to 20% on the naming rights. Deferring the first payment was rejected by the NHL. Accumulating the \$1.50 per ticket fund was rejected by Renaissance. I believe everyone has been working in good faith and each with the best interest of their constituency in mind. The problem is the distance between the two.



The timeline line for the hockey question has been VERY short and essentially reactive. While we have sought and received revenue increase projections to narrow the gap between 15m and 6.5m, we have not been able to secure any substantial level of certainty. I posted the proposal data for your consideration exactly as they had projected. The numbers were subsequently discussed with several cautionary comments including the high degree of uncertainty regarding achievability and the need for the Council to be very sensitive to the risk tolerance of the Glendale financial picture. The major factor was the absence of certainty. Council comfort with the risk was mixed with consensus to continue discussion with Renaissance.

Granted, I am very conservative in City budget matters. Glendale cannot afford a failure. The potential of failure exists as a dark shadow in the absence of the investors standing by their own numbers with confidence enough to simply take them for themselves and do the deal for 6.5. Try as I might (because we all do want Hockey and its associated benefits) I cannot shake the concern for the level of risk expected to be borne by the City. While there are many ways to describe the Renaissance's reluctance I keep coming back to that same discomfort of Glendale having all the risk in this deal. My concerns could mean nothing or they could represent an existential question that must be considered. Will this work for the benefit of the City of Glendale and what makes us firmly believe that it will? When I presented the numbers from the proposal, I shared a number of times my discomfort with the unknowns and the uncertainty associated with those unknowns. The \$1.50 inched toward that issue but falls quite short. I fully respect the Council's role and respect the feeling of confidence. My responsibility is to give you an objective analysis that will include commentary from the City finance department and Horatio, and from our consulting attorney Gary Burnbaum who has been a great asset in trying to work through the myriad of questions and concerns in a terribly limited time.

Whatever you finally decide we will make happen. Knowing what that means financially is the issue for today.

dick bowers  
[REDACTED]

dick bowers  
[REDACTED]



# EXHIBIT I

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**Sherwood, Gary**

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**From:** Frisoni, Julie  
**Sent:** Wednesday, June 26, 2013 9:09 AM  
**To:** Martinez, Manny; Knaack, Yvonne; Sherwood, Gary  
**Subject:** FW: Arena Operating Cost Question

As we talked about ~~~

---

**From:** Tom Hocking [mailto:tlhocking@tlhocking.com]  
**Sent:** Wednesday, June 26, 2013 9:07 AM  
**To:** Frisoni, Julie  
**Subject:** Arena Operating Cost Question

Julie:

In response to your question this morning regarding the "Comparison of Operating Costs for Similar Arenas" report that I did for the City back in January, 2012, I have researched my files for the source materials used for that report. As noted in the report, the amounts shown for operating costs are for gross operating expenses only. There are no revenue offsets or other items that would reduce the gross operating costs. Also, in each of the arenas used in this comparison there are no debt service costs included in the operating costs numbers.

Hopefully, this answers your question. But If you need any other information, please don't hesitate to call me.

Tom

TLHocking & Associates LLC  
(480) 368-1010  
(480) 368-1011 (fax)

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

# EXHIBIT J

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**Chavira, Samuel**

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**From:** Frisoni, Julie  
**Sent:** Wednesday, June 26, 2013 10:53 AM  
**To:** Chavira, Samuel  
**Subject:** FW: Message from KMBT\_C550  
**Attachments:** Coyotes Impact.pdf

Here are the speaking points I promised to send.  
Let me know if there is anything else you need.  
Julie

**From:** [admin@bizhub.com](mailto:admin@bizhub.com) [mailto:[admin@bizhub.com](mailto:admin@bizhub.com)]  
**Sent:** Wednesday, June 26, 2013 10:35 AM  
**To:** Frisoni, Julie  
**Subject:** Message from KMBT\_C550

## Talking Points: Coyotes Impact in Glendale

### Telling the Story... The Impact of the Arena:

- The Arena opened its doors in 2003 and was designed with the purpose of:
  1. Becoming an aggressive economic expansion for Glendale and the entire West Valley
  2. Acting as the hub for Westgate Entertainment District
  3. Serving as the new home for the anchor tenant Coyotes
- The building of the arena was the catalyst for numerous revenue generating projects:
  - University of Phoenix Stadium
  - Cabela's
  - Glendale Renaissance Hotel & Spa and several other hotels
  - Tanger Factory Outlet
  - Revitalization of Northern Crossing

### Economic Impact:

- Attraction:
  - Millions of people each year visit the Westgate area and spend money
  - The Coyotes alone attract more than 600,000 people to the area each year (this number is derived from the average attendance per game multiplied by 41 games).
- The Arena, which drove the creation of the sports and entertainment district, enabled Glendale to host a Super Bowl, annual Fiesta Bowls, BCS championship games and other similar events such as WrestleMania.
- The entire state of Arizona has benefited from the Arena and surrounding sports & entertainment district:
  - 2006 to 2013: Economic impact for Fiesta Bowl & BCS games: \$1.6 billion statewide
  - 2008: Economic impact of Super Bowl, more than \$500 million statewide
  - 2010: Economic impact of WrestleMania was \$45 million statewide
- Sales tax generated from Arena:
  - FY13 = \$2.2M (estimated)
  - Pays for debt service on the Arena
  - Tremendous loss of revenue if the arena goes dark for 41 nights.
- Sales tax generated from Westgate:
  - FY13 = \$6M (estimated)

**Economic Impact Without Coyotes:**

- Studies show the economic loss if the Coyotes leave is between **\$300-500 million:**
  - These studies do not calculate current developments such as Tanger, which is expected to generate millions in sales tax revenue
- Currently Westgate has indicated that if the Coyotes stay it could generate an additional \$1M in sales tax revenue almost immediately with additional increases upwards of \$10M to \$20M over the next 20 years by bringing in new tenants.
- Without a major tenant, the Arena risks not attracting high caliber events and assisting Westgate as an economic engine
- **Harm to Westgate & Surrounding Area:**
  - Loss of team would have a harmful, ripple effect on:
    - Retail and restaurants, which depend on game day revenues to sustain their operations during non-event times
    - Renaissance Glendale Hotel & Spa and the smaller Hampton Inn
    - Tanger officials have also expressed that they would see an impact
    - Future office development would be negatively impacted as the lack of amenities would make the area less desirable as a place to locate.

**City's Responsibility:**

- Glendale is responsible for paying the debt on the facility, which is done through sales tax revenue generated in the area as a result of the arena.
- Costs must still be paid on the facility, including the management of the building and the debt service, whether there is a team there or not.

**Arena Expenses**

- The city owns the Arena, and like most professional sports facilities around the country, the day-to-day operations have always been managed by an outside group
- Arena comparison studies conducted have indicated that the average arena management fees tend to range from \$10M to \$17M annually.

**One City's Example of Impact of Loss of Anchor Tenant & Team:**

**Hartford Whalers:**

- 1997: Hartford Whalers left Hartford, Connecticut
- Effect? **Devastating to downtown Hartford** (according to Jim Sargent, executive assistant to the City Council President)
  - **Nothing has ever replaced the void** (Hartford currently has a minor league hockey team, but this team does not draw nearly the same number of fans).
  - There was a mall (Civic Center Mall) attached to the Arena (similar to Westgate) and it **shut down completely** within a few years after the team left.
  - The businesses could not survive without the hockey team and the influx of traffic it brought to the area on a regular, guaranteed basis (even the McDonalds shut down).
  - **Can't replace a professional sports team** – in fact, Hartford is currently working to secure money to improve their arena in efforts to once again draw an NHL team.
  - **Property values and taxes greatly decreased**

# EXHIBIT K

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Robinson, Nan

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**From:** Craig Tindall <[REDACTED]>  
**Sent:** Friday, June 28, 2013 8:04 AM  
**To:** Knaack, Yvonne; Martinez, Manny; Sherwood, Gary  
**Subject:** Agreement with IceArizona

Council members: I have reviewed the agreement with IceArizona per your requests and with the understanding of the City Manager. Generally, it follows closely the agreement prepared for the Jamison deal. There are a couple of things that should be addressed.

1. First, in § 8.3.1 the exception for the 2013-2014 season should be removed. That was in the Jamison agreement for last season when the League faced issue sight he collective bargaining agreement. The year was changed, but it is not needed any longer.
2. Secondly, the structure of the agreement changed from a management and use agreement to a lease agreement. It is important from a bankruptcy standpoint, as we learned all too well, for there to be an argument that the agreement is NOT fully a lease. I won't bore you with the reasons why. Perhaps more importantly, it is necessary for this to be a use agreement (except as noted below) because of the type of legal action the council must take to approve the agreement and its effectiveness. A lease requires an ordinance; a management and use agreement can be done by resolution. That is important, although with respect to the operations on a day-to-day basis, it makes no difference. There should, nonetheless, be a small lease of the Exclusive Team Spaces embedded in the lease. It is now a sublease, which is not helpful. The lease of that very small area to the team generates an ordinance, which is beneficial as we saw last time should some group get an idea about running a referendum.

There are some other things but they are not substantial or worth tackling at this point. Most are just clean up. I have not seen the non-relo agreement yet but will look at that as soon as I get it.

Let me know if you have any questions.

Craig

[REDACTED]

# EXHIBIT L

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pg 94-95 SC

**Chavira, Samuel**

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**From:** Frisoni, Julie  
**Sent:** Sunday, June 30, 2013 10:34 PM  
**To:** Sherwood, Gary; Chavira, Samuel; Knaack, Yvonne; Martinez, Manny (4)  
**Cc:** Frisoni, Julie  
**Subject:** FW: Arena Area  
**Attachments:** Arena District Revenue Comparisons.xlsx

VM Knaack, CM Sherwood, Martinez and Chavira,

Jeff Teetsel at Westgate sent this to me today.

The bullet points say it all ... and are backed up by the spread sheet I have attached here.

He wanted me to let you know that the following bullet points are the Impact that losing the Coyotes will have on Westgate.

- We'll lose \$1.75 million in sales and hotel tax revenues this year from the Westgate area without the team vs where we'd be with the team, the impact growing to \$2.75 - \$3 million per year by year two, given the effect on existing tenants, hotel occupancy, and leasing.
- An anchored arena contributes to a stabilized Entertainment District, and a thriving Entertainment District will encourage new development. Each time we add the equivalent of a Tanger-type development, we'll add \$3 million a year in sales taxes from that development, plus construction permit fees and sales taxes on the construction itself measured in the hundreds of thousands of dollars to the City.
  - o Tanger added nearly 900 permanent jobs, in addition to several hundred construction jobs. Continued development in Westgate will result in a couple thousand new jobs.
  - o Between Westgate and Zanjero, there are well over 100 acres of developable land. (Tanger is about a 30-acre development.) There is zoning approval and land available for at least three-more Tanger-magnitude developments, conservatively.
- Induced development of retail and hotels will add over \$5 million per year in incremental new taxes likely before the end of the decade, growing to over \$10 million a year of new taxes upon full build-out.
- All of the above doesn't even account for loss of revenues from other Glendale areas (e.g., people that eat dinner in downtown Glendale on way to a game), or the loss of jobs at arena and Westgate area.

Let me know if there is anything else you need from me ... or from Mr. Teetsel.

Thanks, Julie



# EXHIBIT M

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**Donna Brown**

**From:** ctindall@glendaleaz.com  
**Sent:** 3/1/2012 4:08:13 PM  
**To:** donna@glendaleaz.com  
**Subject:** Re: Plan B proposal for Jobing.com arena  
**Attachment:**

**Tags:**

Nah.

On Mar 1, 2012, at 4:07 PM, "Brown, Donna" <[Donna@GLENDALEAZ.com](mailto:Donna@GLENDALEAZ.com)> wrote:

Do you want me to give him Ed's and H too?

---

**From:** Tindall, Craig  
**Sent:** Thursday, March 01, 2012 4:04 PM  
**To:** Brown, Donna  
**Subject:** Fwd: Plan B proposal for [Jobing.com](http://Jobing.com) arena

Could you send Anthony the council's addresses. Thanks.

Begin forwarded message:

**From:** Anthony LeBlanc <[anthony@iceedgeholdings.com](mailto:anthony@iceedgeholdings.com)>  
**Date:** March 1, 2012 4:00:55 PM MST  
**To:** "Tindall, Craig" <[CTindall@GLENDALEAZ.com](mailto:CTindall@GLENDALEAZ.com)>  
**Subject:** Re: Plan B proposal for [Jobing.com](http://Jobing.com) arena

Craig,  
Thanks for the feedback. Two options depending on your thoughts, please feel free to forward to council on our behalf, or, if it isn't too much trouble, could you forward me a list of email addresses?  
Thanks  
Anthony

On Mar 1, 2012, at 5:34 PM, "Tindall, Craig" <[CTindall@GLENDALEAZ.com](mailto:CTindall@GLENDALEAZ.com)> wrote:

Anthony. This is an excellent proposal. I think that it should be forward to the council. Thanks, Craig.

On Mar 1, 2012, at 11:12 AM, "Anthony LeBlanc" <[anthony@iceedgeholdings.com](mailto:anthony@iceedgeholdings.com)> wrote:

Craig,

In response to public comments made over the past week regarding the potential development of a "Plan B" for [JobInq.com](http://JobInq.com) arena, Lakehead Yale Sports Holdings, LLC (formerly known as Ice Edge Holdings) is of the opinion that the City of Glendale is making a wise decision and is properly managing future risk.

Due to the fact that Lakehead Yale has extensive knowledge regarding the operation of the arena and the operation of professional sports franchises in general, coupled with the fact that significant relationships exist with the leadership of alternative sports leagues, there is a strong rationale for the City of Glendale and Lakehead Yale to work together to map out an alternative plan for the arena. A key differentiator of this plan compared with other potential plans is the fact that our vision is one that continues to involve a professional sports franchise as an anchor tenant within the facility. As a point of reference, Lakehead Yale has communicated our thoughts and desire to explore an alternative plan with the National Hockey League and has received their approval to pursue these discussions in more detail.

Lakehead Yale has conceptually mapped out an alternative plan for the [JobInq.com](http://JobInq.com) arena that includes the following:

- long term management of [JobInq.com](http://JobInq.com) arena
- purchase and operation of a professional sports franchise to replace the existing NHL franchise to act as an anchor tenant
- a plan to significantly increase the number of events hosted within the facility

- a marketing plan and operations plan to most benefit Westgate and the City of Glendale as a whole

While a framework has been structured, much additional work and research will be required to allow Lakehead Yale and the City of Glendale to adequately frame all aspects of an alternative plan, including detailed costing models in reference to a long term arena management structure. Lakehead Yale recommends that a consulting arrangement be structured immediately that will allow a final, non-exclusive report to be generated and provide the City with a detailed option plan. One of the options anticipated is that a long term management agreement be structured between Lakehead Yale and the City of Glendale. If this option was to occur, any fees paid to Lakehead Yale during the interim consulting period would be credited within a long term arena management contract.

We look forward to your feedback and to the potential of working together to provide the City of Glendale with an acceptable alternative that has the strongest financial rationale at its core while also providing significant benefits to the City.

Kind Regards,

Anthony LeBlanc  
Chief Executive Officer  
Lakehead Yale Sports Holdings LLC



**Donna Brown**

**From:** ctindall@glendaleaz.com  
**Sent:** 3/1/2012 3:34:13 PM  
**To:** anthony@iceedgeholdings.com  
**Subject:** Re: Plan B proposal for Jobing.com arena  
**Attachment:**  
**Tags:**

Anthony. This is an excellent proposal. I think that it should be forward to the council. Thanks, Craig.

On Mar 1, 2012, at 11:12 AM, "Anthony LeBlanc" <anthony@iceedgeholdings.com> wrote:

- > Craig,
- >
- > In response to public comments made over the past week regarding the potential development of a "Plan B" for Jobing.com arena, Lakehead Yale Sports Holdings, LLC (formerly known as Ice Edge Holdings) is of the opinion that the City of Glendale is making a wise decision and is properly managing future risk. Due to the fact that Lakehead Yale has extensive knowledge regarding the operation of the arena and the operation of professional sports franchises in general, coupled with the fact that significant relationships exist with the leadership of alternative sports leagues, there is a strong rationale for the City of Glendale and Lakehead Yale to work together to map out an alternative plan for the arena. A key differentiator of this plan compared with other potential plans is the fact that our vision is one that continues to involve a professional sports franchise as an anchor tenant within the facility. As a point of reference, Lakehead Yale has communicated our thoughts and desire to explore an alternative plan with the National Hockey League and has received their approval to pursue these discussions in more detail.
- >
- > Lakehead Yale has conceptually mapped out an alternative plan for the Jobing.com arena that includes the following:
- >
- > - long term management of Jobing.com arena
- > - purchase and operation of a professional sports franchise to replace the existing NHL franchise to act as an anchor tenant
- > - a plan to significantly increase the number of events hosted within the facility
- > - a marketing plan and operations plan to most benefit Westgate and the City of Glendale as a whole
- >
- > While a framework has been structured, much additional work and research will be required to allow Lakehead Yale and the City of Glendale to adequately frame all aspects of an alternative plan, including detailed costing models in reference to a long term arena management structure. Lakehead Yale recommends that a consulting arrangement be structured immediately that will allow a final, non-exclusive report to be generated and provide the City with a detailed option plan. One of the options anticipated is that a long term management agreement be structured between Lakehead Yale and the City of Glendale. If this option was to occur, any fees paid to Lakehead Yale during the interim consulting period would be credited within a long term arena management contract.
- >
- > We look forward to your feedback and to the potential of working together to provide the City of Glendale with an acceptable

alternative that has the strongest financial rationale at its core while also providing significant benefits to the City.

>

> Kind Regards,

>

> Anthony LeBlanc

> Chief Executive Officer

> Lakehead Yale Sports Holdings LLC

# EXHIBIT N

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**Donna Brown**

**From:** tindall, craig  
**Sent:** 3/4/2011 11:05:15 AM  
**To:** anthony@iceedgeholdings.com  
**Subject:** RE:  
**Attachment:**  
**Tags:**

Anthony: NDA is not a problem. They are buying out the IP Interests their primary research partner, a large hospital organization in Phx, right now and will have new NDA's shortly afterward. In the meantime, they are more than willing to meet and share information to form a relationship, follow that up in short order with more information. Just let me know when you get plan set up.

Good luck with Atlanta company. Isn't it incredibly exciting to be watch a really viable start up get going?

Craig

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

From: Anthony LeBlanc [mailto:anthony@iceedgeholdings.com]  
Sent: Thursday, March 03, 2011 8:02 AM  
To: Tindall, Craig  
Subject: RE: Re:

Craig,

Best of luck of course on the entire deal. Hard to believe after all this time it comes down to this. Our money has been wired and all our paperwork has been signed, so needless to say we are an interested party!

Yes, would be very interested in chatting with them. Timing is actually better for us to look at a second round. We are going through the regulatory process in Canada right now so our reasonable initial investment timeframe is realistically the summer. (The company we are looking at in Atlanta is a little smaller and is one I plan to do personally and then sell to our fund once it is officially in place). Perhaps we can kick start with any NDAs that are required to allow us to at a minimum review the basic information about the company to ensure our first meeting is a little more fruitful!

I will let you know when I have confirmed travel plans. It may still be this weekend, but more than likely it will be in a couple of weeks.

Cheers

Anthony

---

From: Tindall, Craig [CTindall@GLENDALEAZ.com]  
Sent: Wednesday, March 02, 2011 7:16 PM  
To: Anthony LeBlanc  
Subject: Re: Re:

Anthony: Sorry not to get back to you quicker. I've been focus on an alternative to get our first deal done. Might have some legs, we'll see next week.

With respect to the MD, I checked and they now have their initial raise done, over-subscribed as a matter of fact. They are developing relationships for a second round. They have a couple of exits that may make that unnecessary; valuation is so interesting in this arena. In any event, they'd be very happy to meet and discuss the technology. It very interesting. Let me know if that still something that works. Regardless, let me know if we can grab a cup of joe when you're in town.

Craig

Sent from Blackberry

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

From: Anthony LeBlanc

To: Tindall, Craig

Sent: Wed Mar 02 10:40:56 2011

Subject: RE: Re:

Very interested in exploring this further. What kind of dollars are they looking to raise?

---

From: Tindall, Craig [CTindall@GLENDALEAZ.com]

Sent: Wednesday, March 02, 2011 12:00 PM

To: Anthony LeBlanc

Subject: RE: Re:

We're working very hard to get this done but I can assure you Sat.'s game will go on as scheduled. And, bonus, the weather is suppose to be perfect. Tough lost last night. Last seconds goal; killer.

Let me know your schedule. I'll step up presentation if you'd like. Very interesting stuff, you'll find it fascinating and with a great team assembled. Even if it's not in the portfolio's parameters, there are a lot of worse ways to spend an hour than think about some cool technology that can help a lot of people.

Regardless, it will be good to see you.

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

From: Anthony LeBlanc [mailto:anthony@iceedgeholdings.com]

Sent: Wednesday, March 02, 2011 8:43 AM

To: Tindall, Craig

Subject: RE: Re:

Craig,

As investors, we sadly are riding this roller coaster along with you guys. Obviously on the periphery, but still enough that it causes high blood pressure just the same. Daryl attended the latest investor meeting in Chicago on our behalf. I guess all we can do now is cross our fingers.

Very interesting timing on the medical device company. We are actually getting ready to launch a relatively small hedge fund based out of Canada (but with a global investment portfolio) and are right now exploring small start ups to invest in. We are very close to a deal with a small tech firm based out of Atlanta, but we want to do a minimum of two investments this year. We would be very interested in taking a look. In fact, we have a call today at 1pm ET to discuss next steps.

I hope to be in town in the next week or so...I guess it all depends on what happens and when. Tentatively planning to be in town this weekend for the Red Wings game on Saturday. Let's hope that happens!

AL

Anthony LeBlanc  
Chief Executive Officer  
Ice Edge Holdings, LLC

---

From: Tindall, Craig [CTindall@GLENDALEAZ.com]  
Sent: Wednesday, March 02, 2011 10:28 AM  
To: Anthony LeBlanc  
Subject: Re:

Anthony: good to hear from you. Hope all is well with you.

Yes, well given the opportunity, I'm going to shut down our close personal friends at the Goldwater Institute. You have not missed any fun anything fun or enjoyable over the last couple of months.

Let me know when your next in Phoenix. We'll catch up. By the way, the medical device company I briefly mentioned to you is about set for its first major cash infusion in addition to the continued support of Barrows Neurological Institute. They'll look at rolling out full equity plan. If you guys might be interested let me know. The money in medical devices is ridiculous. At the very least, it cool technology and I know you love that.

Craig

Sent from Blackberry

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

From: Anthony LeBlanc  
To: Tindall, Craig  
Sent: Wed Mar 02 08:07:08 2011

Subject:

Craig,

May we live in interesting times!

I hope all is well with you.

We should catch up soon.

Cheers

Anthony

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# EXHIBIT O

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**McCracken, Darcie**

---

From: Scruggs, Elaine  
Sent: Monday, March 05, 2012 3:09 PM  
To: Beasley, Ed  
Cc: Tindall, Craig  
Subject: RE: Proposed "Plan B" Solution for Jobing.com Arena

Ed,

The email arrived as a public document - not confidential. It is certain to reach media, etc. I believe strongly that the Council should have the opportunity to address it. If a majority of the Council say they don't want to talk about it, then I will be in the minority as I have been on everything else recently. In any case, I will be able to face the public and the media and honestly say that I did NOT preclude any consideration, discussion, etc.

I will call for the Executive Session tomorrow. If you and the councilmembers do not show up, then there won't be an Executive Session.

Elaine Scruggs  
Mayor, Glendale AZ

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

From: Beasley, Ed  
Sent: Monday, March 05, 2012 3:00 PM  
To: Scruggs, Elaine  
Subject: RE: Proposed "Plan B" Solution for Jobing.com Arena

They already have repoded to him in writing today indicating His interpetaton of the conversation with Mr Daily was not correct. In addition if we gewt to a plan B it is not a proffesioal service and would have to be competitvly bid I believe it would be a mistake to discuss a un solicited proposal when a future process could be established where all bids could be looked at in the prper forum. Not a executive session which precludes othe potential bidders rights

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

From: Scruggs, Elaine  
Sent: Monday, March 05, 2012 2:01 PM  
To: Beasley, Ed  
Cc: Tindall, Craig  
Subject: RE: Proposed "Plan B" Solution for Jobing.com Arena

Ed,

I have checked with Craig Tindall and Mr. LeBlanc's letter is eligible for discussion under the item as posted.

I will call the Executive Session and I will bring Mr. LeBlanc's letter up.

Perhaps the NHL will have given you more information by tomorrow afternoon that can be shared with the Council as to why Mr. LeBlanc claims in writing that he has spoken to the League and they have given their approval - and now the League is saying they do not approve.

Elaine Scruggs  
Mayor

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

From: Beasley, Ed  
Sent: Monday, March 05, 2012 1:53 PM  
To: Scruggs, Elaine  
Subject: RE: Proposed "Plan B" Solution for Jobing.com Arena

I have just seen the letter and was not copied. The NHL has responded that they have no knowledge of Mr LeBlanc's claim and do not support his assertion at this time. As his form of communication in this matter is questionable I suggest it not be discussed -----Original Message-----

From: Scruggs, Elaine  
Sent: Monday, March 05, 2012 1:16 PM  
To: Beasley, Ed  
Cc: Tindall, Craig  
Subject: FW: Proposed "Plan B" Solution for Jobing.com Arena  
Importance: High

I will be bringing Mr. LeBlanc's letter (below) up for discussion during our Executive Session posted for "Glendale's position in connection with agreements associated with the Arena and the Hockey Team" tomorrow, March 6 2012.

There have been many references to the possibility of having a minor league hockey team play in our Arena - some of those from our own councilmembers and their supporters. Mr. LeBlanc is proposing that we pursue exploration of this alternative use of our facility with the full approval of the National Hockey League, as stated in his email letter.

Elaine Scruggs  
Mayor

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

From: Anthony LeBlanc [mailto:anthony@iceedgeholdings.com]  
Sent: Thursday, March 01, 2012 5:42 PM  
To: Scruggs, Elaine; Frate, Steve; Clark, Joyce; Lieberman, Phil; Knaack, Yvonne; Martinez, Manny; Alvarez, Norma  
Cc: Tindall, Craig  
Subject: Proposed "Plan B" Solution for Jobing.com Arena  
Importance: High

Good evening Mayor Scruggs and Council Members,

In response to public comments made over the past week regarding the potential development of a "Plan B" for Jobing.com arena, Lakehead Yale Sports Holdings, LLC (formerly known as Ice Edge Holdings) is of the opinion that the City of Glendale is making a wise decision and is properly managing future risk. Due to the fact that Lakehead Yale has extensive knowledge regarding the operation of the arena and the operation of professional sports franchises in general, coupled with the fact that significant relationships exist with the leadership of alternative sports leagues, there is a strong rationale for the City of Glendale and Lakehead Yale to work together to map out an alternative plan for the arena. A key differentiator of this plan compared with other potential plans is the fact that our vision is one that continues to involve a professional sports franchise as an anchor tenant within the facility. As a point of reference, Lakehead Yale has communicated our thoughts and desire to explore an alternative plan with the National Hockey League and has received their approval to pursue these discussions in more detail.

Lakehead Yale has conceptually mapped out an alternative plan for the Jobing.com arena that includes the following:

- long term management of Jobing.com arena
- purchase and operation of a professional sports franchise to replace the existing NHL franchise to act as an anchor tenant
- a plan to significantly increase the number of events hosted within the facility
- a marketing plan and operations plan to most benefit Westgate and the City of Glendale as a whole

While a framework has been structured, much additional work and research will be required to allow Lakehead Yale and the City of Glendale to adequately frame all aspects of an alternative plan, including detailed costing models in reference to a long term arena management structure. Lakehead Yale recommends that a consulting arrangement be structured immediately that will allow a final, non-exclusive report to be generated and provide the City with a detailed option plan. One of the options anticipated is that a long term management agreement be structured between Lakehead Yale and the City of Glendale. If this option was to occur, any fees paid to Lakehead Yale during the interim consulting period would be credited within a long term arena management contract.

We look forward to your feedback and to the potential of working together to provide the City of Glendale with an acceptable alternative that has the strongest financial rationale at its core while also providing significant benefits to the City.

Kind Regards,

Anthony LeBlanc  
Chief Executive Officer  
Lakehead Yale Sports Holdings, LLC

# EXHIBIT P

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**Donna Brown**

**From:** tindall, craig  
**Sent:** 5/18/2010 9:00:22 AM  
**To:** anthony@iceedgeholdings.com  
**Subject:** RE: Phone call?

**Attachment:****Tags:**

Good. He will ask for the world, that's just Steve's style. At the end of the day, he's a good business man and you can do a win-win deal. Just hang in there.

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

From: Anthony LeBlanc [mailto:anthony@iceedgeholdings.com]  
Sent: Tuesday, May 18, 2010 8:57 AM  
To: Tindall, Craig  
Subject: Re: Phone call?

Just a brief FYI Craig...Grant and I are having lunch with Steve E tomorrow to start that process.

Cheers

Anthony

On May 17, 2010, at 12:03 PM, "Tindall, Craig" wrote:

> Thank you Anthony.  
>  
>  
> Sent from Blackberry  
>  
> ----- Original Message -----  
> From: Anthony LeBlanc  
> To: Tindall, Craig  
> Sent: Mon May 17 09:28:39 2010  
> Subject: Re: Phone call?  
>  
> Craig,  
> Good luck today. Let me know if there is anything we can do to help.  
> Cheers  
> Anthony  
>

>  
> On May 16, 2010, at 10:51 AM, "Tindall, Craig"  
> wrote:  
>  
>> Tried to call. Sounded like home VM. I didn't leave a message so not  
>> to bother your family. Call when you get a chance. 602-206-5568.  
>>  
>>  
>> Sent from Blackberry  
>>  
>> ----- Original Message -----  
>> From: Anthony LeBlanc  
>> To: Tindall, Craig  
>> Sent: Sun May 16 10:32:48 2010  
>> Subject: Phone call?  
>>  
>> Craig,  
>> Do you have time for a very brief phone call today?  
>> Anthony  
>>  
>>  
>> -----  
>> -----  
>> This email and files transmitted within are intended solely for the  
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> and virus detection software.



# EXHIBIT Q

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**Donna Brown**

**From:** ctindall@glendaleaz.com  
**Sent:** 10/31/2011 9:34:34 AM  
**To:** anthony@iceedgeholdings.com  
**Subject:** RE: Hello!

**Attachment:****Tags:**

Anthony: It'd be great to catch up. I can let you know where we are at and you can decide if it makes sense to get back in full fledge or if perhaps grouping up with the other group who is actively raising equity might make sense. Give me a call or let me know when your scheduled to come in (we are still wearing shorts here . . . does that help?)

Craig

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

From: Anthony LeBlanc [mailto:anthony@iceedgeholdings.com]  
Sent: Monday, October 31, 2011 7:53 AM  
To: Tindall, Craig  
Subject: RE: Hello!

Craig,

I hope to be in phx in the next few weeks. May be worth setting up a confidential catch up chat with Ed as well. May be time to put the band back together...

Let me know your thoughts.

Cheers

Anthony

Anthony LeBlanc  
Chief Executive Officer  
Ice Edge Holdings, LLC

---

From: Tindall, Craig [CTindall@GLENDALEAZ.com]  
Sent: Sunday, October 23, 2011 6:01 PM  
To: Anthony LeBlanc  
Subject: Re: Hello!

Ahh! Canada's loss. But, even the great political leaders lost some races. Churchill lost his first and then was defeated even after showing his greatness. In any event, I'm sure you learned a lot and met many. Hopefully you had a good time.

Things are about as wacky as usual. We continue our quest for an owner. But one gets to a point where it no longer matters anymore. I suppose there are times when that makes for good negotiations. Just ending it, nevertheless, has a lot of merit in my mind.

Hope all else is well with you and your wife. When you next head for Phx, let me know. Won't be too long before it makes a lot of sense to visit here for a while from the Great White North. Look forward to seeing you and catching up.

Take care, Craig.

On Oct 22, 2011, at 11:54 AM, "Anthony LeBlanc" wrote:

> Craig my friend, long time so speak! Well, my attempt at politics has ended, for now. I doubled the votes for the conservative party in my riding...but I needed to quadruple! Reality is I laid a good foundation for a future run.

> How are things? We should catch up soon.

> Anthony

>

>

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1 CYNTHIA A. RICKETTS (AZ Bar No. 012668)  
2 Email: cricketts@sacksrickettscase.com  
3 SACKS, RICKETTS & CASE LLP  
4 2800 North Central Avenue, Suite 1230  
5 Phoenix, AZ 85004  
6 Phone: 602.385.3370  
7 Fax: 602.385.3371  
8 Attorneys for Defendant  
9 City of Glendale

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IN THE MARICOPA COUNTY SUPERIOR COURT  
IN AND FOR THE STATE OF ARIZONA

ICEARIZONA MANAGER CO LLC, A  
Delaware Limited Liability Company;  
ICEARIZONA HOCKEY CO LLC, A  
Delaware Limited Liability Company,

Plaintiffs,

v.

CITY OF GLENDALE, an Arizona Municipal  
Corporation; CITY OF GLENDALE CITY  
COUNCIL; JERRY WEIERS, in his official  
capacity as City of Glendale Mayor; IAN  
HUGH, in his official capacity as City of  
Glendale Vice Mayor and Councilmember;  
BART TURNER, in his official capacity as  
City of Glendale Councilmember; LAUREN  
TOLMACHOFF, in her official capacity as  
City of Glendale Councilmember; JAMIE  
ALDAMA, in his official capacity as City of  
Glendale Councilmember; GARY  
SHERWOOD, in his official capacity as City  
of Glendale Councilmember; SAMUEL  
CHAVIRA, in his official capacity as City of  
Glendale Councilmember; DICK BOWERS, in  
his official capacity as City of Glendale Acting  
City Manager; MICHAEL BAILEY, in his  
official capacity as City of Glendale City  
Attorney,

Defendants.

Case No. CV2015-007216

**[PROPOSED] ORDER GRANTING  
MOTION TO MODIFY TEMPORARY  
RESTRAINING ORDER WITH RESPECT  
TO JULY 1, 2015, PAYMENT OR, IN THE  
ALTERNATIVE, REQUEST TO DEPOSIT  
PAYMENT INTO ESCROW**

(Honorable Dawn M. Bergin)

1           The Court having read Defendant's Motion to Modify Temporary Restraining Order  
2 with Respect To July 1, 2015, Payment or, in The Alternative, Request To Deposit Payment  
3 Into Escrow, the Declaration of Darcie McCracken in support thereof, and all other filings in  
4 support thereof and the matter having come before this Court on June 29, 2015, and for good  
5 cause showing:

6           **IT IS HEREBY ORDERED** that the Motion to Modify Temporary Restraining Order  
7 with Respect To July 1, 2015, Payment or, In The Alternative, Request To Deposit Payment  
8 Into Escrow is GRANTED.

9           **IT IS HEREBY FURTHER ORDERED** that the portion of the June 12, 2015,  
10 Temporary Restraining Order that requires "the City of Glendale to continue to perform and  
11 comply with all of the City's obligations" under the Professional Management Services and  
12 Arena Lease Agreement (the 'Agreement') is hereby modified consistent with this Order.

13           **IT IS HEREBY FURTHER ORDERED** that during the pendency of this case and in  
14 the absence of a further Order from the Court, Defendant City of Glendale is relieved of making  
15 the July 1, 2015, quarterly payment under Paragraph 10.3 of the Agreement.

16           DATED this \_\_\_\_\_ day of June, 2015  
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19 \_\_\_\_\_  
20 Honorable Dawn M. Bergin  
21 Maricopa County Superior Judge  
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