

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "*Agreement*") is made and entered into as of May 20, 2010, by and among Coyotes Newco, LLC, a Delaware limited liability company ("*Coyotes Newco*"), Arena Newco, LLC, a Delaware limited liability company ("*Arena Newco*" and together with Coyotes Newco, the "*Owners*"), the City of Glendale, an Arizona municipal corporation (the "*City*"), and Bank of America, National Association, a national banking association duly organized and existing under the laws of the United States of America, having an office in Chicago, Illinois (the "*Escrow Agent*").

WHEREAS, Coyotes Newco, Arena Newco and the City have entered into that certain 2010-2011 Arena Management and Operations Agreement dated as of May 20, 2010 (the "*Glendale Agreement*");

WHEREAS, in connection with the transactions contemplated by the Glendale Agreement, the City and the Owners are entering into this Escrow Agreement with the Escrow Agent; and

WHEREAS, on the date hereof, subject to the terms hereof and to the terms of the Glendale Agreement, the City shall deliver to the Escrow Agent an amount in cash equal to \$25,000,000 (the "*Escrow Amount*"), to be held, released and paid in accordance with the terms of this Escrow Agreement and the Glendale Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I **ESTABLISHMENT OF ESCROW**

Subsequent to the execution of this Agreement, the following will occur

(a) The City will deposit \$25,000,000 (the "*Initial Deposit*") with the Escrow Agent. The Initial Deposit, together with any investment earnings thereon, shall hereinafter collectively be referred to as the "*Escrow Fund*." The Escrow Agent will notify the Owners and the City upon receipt of the Initial Deposit.

(b) The parties hereto hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees to serve, as the escrow agent and depositary subject to the terms and conditions set forth herein. The Escrow Agent shall receive the Initial Deposit and agrees to hold the Escrow Fund in a separate and distinct account (the "*Escrow Account*") which is hereby established and which will be held and disbursed by the Escrow Agent only in accordance with the express terms and conditions of this Agreement.

ARTICLE II
INVESTMENT OF ESCROW FUND

2.1 The Escrow Fund, including earnings thereon, shall be invested in Fidelity Government Portfolio - Class III, or as otherwise jointly instructed in writing on Exhibit B by the City and the Owners, using a daily bank sweep account with appropriate collateralization. The investment may be changed by delivery to the Escrow Agent of a joint written request including a revised and re-executed **Exhibit B**. Upon receipt of such request the Escrow Agent will reinvest the Escrow Fund in the indicated investment within two (2) Business Days or such additional time as may be required due to circumstances beyond the Escrow Agent's control.

2.2 The Escrow Agent shall not be responsible to any party hereto or to any other person or entity for any loss or liability arising in respect of any investment made in accordance with the terms of Section 2.1.

2.3 In the event that a money market fund is designated herein as the initial investment for the Escrow Fund, the party or parties designating the investment acknowledge receipt of the prospectus for such fund at the time of execution of this Agreement.

ARTICLE III
DISBURSEMENTS FROM THE ESCROW ACCOUNT

The Escrow Agent shall only disburse amounts held in the Escrow Account upon receipt of a written notice ("*Disbursement Request*") from one or both of the Owners three (3) Business Days prior to the requested disbursement date specifying (i) the amount to be disbursed, (ii) the date of disbursement, (iii) the recipient of the disbursement, (iv) the manner of disbursement and delivery instructions, and (v) stating that such Owner or Owners are entitled to payment under the Glendale Agreement in an amount specified in such Disbursement Request. The Escrow Agent is authorized to disinvest the requisite amount of Escrow Funds one (1) Business Day prior to the requested disbursement date, or may do so earlier if the Escrow Agent determines in its sole good faith discretion that disinvesting more than one (1) Business Day prior to the disbursement date is necessary in order to assure the availability of funds on the requested disbursement date. The parties hereto acknowledge that (x) the consent of the City shall not be required for the Escrow Agent to make any payment pursuant to a Disbursement Request and (y) the City shall not have any right to instruct the Escrow Agent with respect to the Escrow Fund.

ARTICLE IV
COMPENSATION; EXPENSES

As compensation for its services to be rendered under this Agreement, for each year or any portion thereof, the Escrow Agent shall receive a fee in the amount specified in Exhibit A to this Agreement and shall be reimbursed upon request for all expenses, disbursements and advances, including reasonable and documented fees of outside

counsel, if any, incurred or made by it in connection with the carrying out of its duties under this Agreement. The City shall pay such fees and expenses. The Escrow Agent is hereby authorized and directed to withdraw from the Escrow Funds any fees or expenses that have been invoiced but that have remained unpaid for sixty (60) days or more. Amounts due for fees and expenses at the time this Agreement is executed shall be deemed to have been invoiced at such time and for purposes of this Article IV shall be deemed an invoice.

ARTICLE V

EXCULPATION AND INDEMNIFICATION

5.1 The obligations and duties of the Escrow Agent are confined to those specifically set forth in this Agreement which obligations and duties shall be deemed purely ministerial in nature. No additional obligations and duties of the Escrow Agent shall be inferred or implied from the terms of any other documents or agreements, notwithstanding references herein to other documents or agreements. In the event that any of the terms and provisions of any other agreement between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control the duties of the Escrow Agent in all respects. The Escrow Agent shall not be subject to, or be under any obligation to ascertain or construe the terms and conditions of any other instrument, or to interpret this Agreement in light of any other agreement whether or not now or hereafter deposited with or delivered to the Escrow Agent or referred to in this Agreement. The Escrow Agent shall not be obligated to inquire as to the form, execution, sufficiency, or validity of any such instrument nor to inquire as to the identity, authority, or rights of the person or persons executing or delivering same. The Escrow Agent shall have no duty to know or inquire as to the performance or nonperformance of any provision of any other agreement, instrument, or document. For purposes hereof, the Escrow Agent shall presume that any person purporting to act or give notice on behalf of any entity which is a party hereto as an officer, director, partner or employee thereof is authorized by the respective party to act on its behalf and the Escrow Agent shall incur no liability in so presuming. If any party hereto provides the Escrow Agent with a list of authorized representatives, then the Escrow Agent shall act only upon written notices, instructions (and the like) and oral communications from individuals appearing on that list of authorized representatives and shall incur no liability in refusing to act on the basis of communications from individuals not on such list.

5.2 The Escrow Account shall be maintained in accordance with applicable laws, rules and regulations and policies and procedures of general applicability to escrow accounts established by the Escrow Agent. The Escrow Agent shall not be liable for any act that it may do or omit to do hereunder in good faith and in the exercise of its own best judgment or for any damages not directly resulting from its gross negligence or willful misconduct. Without limiting the generality of the foregoing sentence, it is hereby agreed that in no event will the Escrow Agent be liable for any lost profits or other indirect, special, incidental or consequential damages which the parties may incur or experience by reason of having entered into or relied on this Agreement or arising out of or in connection with the Escrow Agent's duties hereunder, notwithstanding that the Escrow Agent was advised or otherwise made aware of the possibility of such damages.

The Escrow Agent shall not be liable for acts of God, acts of war, breakdowns or malfunctions of machines or computers, interruptions or malfunctions of communications or power supplies, labor difficulties, actions of public authorities, or any other similar cause or catastrophe beyond the Escrow Agent's reasonable control. Any act done or omitted to be done by the Escrow Agent pursuant to the advice of its attorneys shall be conclusively presumed to have been performed or omitted in good faith by the Escrow Agent.

5.3 In the event the Escrow Agent is notified of any dispute, disagreement or legal action relating to or arising in connection with the escrow, the Escrow Fund, or the performance of the Escrow Agent's duties under this Agreement, the Escrow Agent will not be required to determine the controversy or to take any action regarding it. The Escrow Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings, arbitration, or other means as, in the Escrow Agent's discretion, it may require. In such event, the Escrow Agent will not be liable for interest or damages. Furthermore, the Escrow Agent may, at its option, file an action of interpleader requiring the parties to answer and litigate any claims and rights among themselves. The Escrow Agent is authorized, at its option, to deposit with the court in which such action is filed, all documents and funds held in escrow, except all costs, expenses, charges, and reasonable attorneys' fees incurred by the Escrow Agent due to the interpleader action and which the City agrees to pay. Upon initiating such action, the Escrow Agent shall be fully released and discharged of and from all obligations and liability imposed by the terms of this Agreement.

5.4 The City and the Owners hereby agree, on a joint and several basis, to indemnify and hold the Escrow Agent, and its directors, officers, employees, and agents, harmless from and against all costs, damages, judgments, attorneys' fees (whether such attorneys shall be regularly retained or specifically employed), expenses, obligations and liabilities of every kind and nature which the Escrow Agent, and its directors, officers, employees, and agents, may incur, sustain, or be required to pay in connection with or arising out of this Agreement, unless the aforementioned results from the Escrow Agent's gross negligence or willful misconduct, and to pay the Escrow Agent on demand the amount of all such costs, damages, judgments, attorneys' fees, expenses, obligations, and liabilities. Specifically with respect to a breach of the representations, warranties or covenants in Section 9.4 of this Agreement costs shall include, but are not limited to, (i) taxes, penalties and interest arising from such a breach and (ii) fees charged by accountants, attorneys, or other professionals to confirm the taxable status of the Escrow Account and to prepare any tax returns or other required filings with the Internal Revenue Service ("IRS") (or reasonable fees charged by the Escrow Agent for similar services provided by its own employees) arising from such a breach. The costs and expenses of enforcing this right of indemnification also shall be paid by the City and the Owners. The foregoing indemnities in this paragraph shall survive the resignation or substitution of the Escrow Agent and the termination of this Agreement.

ARTICLE VI
TERMINATION OF AGREEMENT

6.1 This Agreement shall terminate on the earlier of (a) the termination date set forth in a properly executed and delivered Termination Notice (as defined below), (b) immediately following the valid disposition of the entirety of the Escrow Fund in accordance with the terms of this Agreement, and (c) August 1, 2011. The City and the Owners may, at any time, terminate this Agreement by delivering to the Escrow Agent written notice (the "*Termination Notice*") signed by the City and the Owners setting forth (i) the requested termination date and (ii) instructions for the return or delivery of the parties' then-escrowed property. The Termination Notice shall be received by the Escrow Agent not fewer than two (2) Business Days prior to the requested termination date. If the Termination Notice does not set forth instructions for the return or delivery of the parties' then-escrowed property, the Escrow Agent shall presume that such property is to be returned to the party or parties from which it was received and the Escrow Agent shall incur no liability for so presuming. A form of Termination Notice is attached hereto as **Exhibit C**.

6.2 Notwithstanding any other provision in this Agreement, on the August 1, 2011, the Escrow Agent shall distribute the then-current balance of the Escrow Fund to the City.

6.3 Should the parties hereto terminate the Agreement pursuant to this Article VI, it is understood and agreed by each of them that the Escrow Agent shall be entitled (i) to keep any monies paid to it in respect of fees or expenses previously due and owing and (ii) to offset from the amount of Escrow Funds on deposit as of the date of the Termination Notice, any amounts due for fees and expenses that, as of such date, have been previously invoiced and remain unpaid or which are then due and payable on a *pro rata* basis. The Escrow Agent is authorized to disinvest the remaining Escrow Funds one (1) Business Day prior to the requested date of termination set forth in the Termination Notice, or may do so earlier if the Escrow Agent determines in its sole good faith discretion that disinvesting more than one (1) Business Day prior to the requested date is necessary in order to assure the availability of funds on the requested termination date. Notwithstanding any other provision hereof, this Agreement shall not terminate before all amounts in the Escrow Account (including interest which has accrued but cannot be distributed prior to being posted) shall have been distributed by the Escrow Agent in accordance with the terms of this Agreement.

ARTICLE VII

RESIGNATION OF ESCROW AGENT

The Escrow Agent may resign at any time upon giving at least thirty (30) days prior written notice to the City and the Owners; provided that no such resignation shall become effective until the appointment of a successor escrow agent which shall be accomplished as follows: The City and the Owners shall use their best efforts to select a successor escrow agent within thirty (30) days after receiving such notice. If the City and the Owners fail to appoint a successor escrow agent within such time, the Escrow Agent shall have the right at the expense of the City to petition any court of general jurisdiction sitting in Cook County, Illinois for the appointment of a successor escrow agent. The successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties,

rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Upon delivery of such instrument, the Escrow Agent shall be discharged from any further duties and liability under this Agreement. The Escrow Agent shall be paid any outstanding fees and expenses prior to transferring assets to a successor escrow agent.

ARTICLE VIII **NOTICES**

All notices required by this Agreement shall be in writing and shall be deemed to have been received (a) immediately if sent by facsimile transmission (with a confirming copy sent the same Business Day by registered or certified mail), or by hand delivery (with signed return receipt), (b) the next Business Day if sent by nationally recognized overnight courier or (c) the second following Business Day if sent by registered or certified mail, in any case to the respective addresses as follows:

Notices involving claims or objections to claims must be sent by registered or certified mail or by overnight courier and may not be sent via facsimile.

If to the City:

City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Manager
Telephone: (623) [REDACTED]
Fax: (623) [REDACTED]

with a copy to:

City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney
Telephone: (623) [REDACTED]
Fax: (623) [REDACTED]

If to the Owners:

Coyotes Newco, LLC and Arena Newco, LLC
c/o National Hockey League
1185 Avenue of the Americas
New York, New York 10036
Attention: William Daly
Telephone: (212) [REDACTED]
Fax: (212) [REDACTED]

If to the Escrow Agent:

Bank of America Merrill Lynch
Global Securities Solutions
135 South LaSalle Street
IL4-135-18-23
Chicago, Illinois 60603
Attention: [•]
Telephone: (312) [•]-[•]
Fax: (312) [REDACTED]

ARTICLE IX **TAX REPORTING**

9.1 The Escrow Agent shall, for each calendar year (or portion thereof) that the Escrow Account is in existence, report the income of the Escrow Account (i) to the City, and (ii) to the IRS, as required by law. The parties to this Agreement agree that they will not take any position in connection with the preparation, filing or audit of any tax return that is in any way inconsistent with the foregoing determination or the information returns or reports provided by the Escrow Agent.

9.2 The funds in the Escrow Account shall not be invested in any income producing instrument or account, and no disbursements shall be made under Article III of this Agreement, unless and until the Owners and the City provide to the Escrow Agent a properly completed and signed applicable tax certification. In the case of a person that is a "United States person" within the meaning of section 7701(a)(30) of the Internal Revenue Code of 1986, as amended (the "Code"), an original IRS Form W-9 (or applicable successor form) will be provided. In the case of a person that is not a "United States person" within the meaning of section 7701(a)(30) of the Code (hereinafter a "*foreign person*"), an original applicable IRS Form W-8ECI, W-8IMY, W-8EXP or W-8BEN (or applicable successor form), along with any required attachments, will be provided to the Escrow Agent. Under current law, the applicable IRS Form W-8ECI, W-8IMY, W-8EXP or W-8BEN generally will expire every three (3) years and must be replaced with another properly completed and signed original sent to the Escrow Agent. A new original IRS Form W-8, indicating the relevant Escrow Account number, (or such other information or forms as required by law) must be delivered by each foreign person to, and received by, the Escrow Agent either prior to December 31st of the calendar year inclusive of the third (3rd) anniversary date of the date listed on the previously submitted form or as otherwise required by law.

9.3 The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation section 1.1461-1(c)(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS

Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and the City as payee.

9.4 Each of the City and the Owners hereby (i) represents and warrants that, as of the date this Agreement is made and entered into, the Escrow Account is not a Qualified Settlement Fund, Designated Settlement Fund, or Disputed Ownership Fund within the meaning of section 468B of the Code (and the regulations thereunder) and (ii) covenants that the City and the Owners shall not take, fail to take or permit to occur any action or inaction, on or after the date this Agreement is made and entered into, that causes the Escrow Account to become such a Qualified Settlement Fund, Designated Settlement Fund, or Disputed Ownership Fund at any time.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the parties hereto consent to jurisdiction in the State of Illinois and venue in any state or Federal court located in the City of Chicago.

10.2 Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its Escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

10.3 This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

10.4 This Agreement may be executed by the parties hereto individually or in one or more counterparts, each of which shall be an original and all of which shall together constitute one and the same agreement. This Agreement, signed and transmitted by facsimile machine or pdf file, is to be treated as an original document and the signature of any party hereon, if so transmitted, is to be considered as an original signature, and the document so transmitted is to be considered to have the same binding effect as a manually executed original.

10.5 The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement. Any references in this Agreement to any other agreement, instrument, or document are for the convenience of the parties and shall not constitute a part of this Agreement.

10.6 As used in this Agreement, "*Business Day*" means a day other than a Saturday, Sunday, or other day when banking institutions in Chicago, Illinois are authorized or required by law or executive order to be closed.

10.7 This Agreement constitutes a contract solely among the parties by which it has been executed and is enforceable solely by the parties by which it has been executed and

no other persons. It is the intention of the parties hereto that this Agreement may not be enforced on a third party beneficiary or any similar basis.

10.8 The parties agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative this Agreement shall be construed with the invalid or inoperative provisions deleted and the rights and obligations of the parties shall be construed and enforced accordingly.

10.9 No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed. In addition, the foregoing rights to assign shall be subject, in the case of any party having an obligation to indemnify the Escrow Agent, to the Escrow Agent's approval based upon the financial ability of assignee to indemnify it being reasonably comparable to the financial ability of assignor, which approval shall not be unreasonably withheld.

10.10 Any claim against the Escrow Agent arising out of or relating to this Agreement shall be settled by arbitration in accordance with commercial rules of the American Arbitration Association. Arbitration proceedings conducted pursuant to this Article X shall be held in Chicago, Illinois.

[signatures appear on the following page(s)]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

The City:

CITY OF GLENDALE

By: _____
Name: Ed Beasley
Title: City Manager

Owners:

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

Escrow Agent:

BANK OF AMERICA, NATIONAL
ASSOCIATION

By: _____
Name: _____
Title: _____

EXHIBIT A

ESCROW AGENT FEE SCHEDULE

(City of Glendale/Coyotes Newco/Arena Newco)

Set-Up Fee:	\$500.00
Tax Reporting Set-up Fee:	\$250.00
Annual Administration Fee:	\$5,000.00
Wire or Check Disbursement Fee:	\$20.00 ea
Outside Counsel Pre-Closing:	At cost

THE SET-UP FEES AND FIRST YEAR'S ANNUAL ADMINISTRATION FEES ARE DUE UPON EXECUTION OF THE ESCROW AGREEMENT.

* After the initial twelve (12) month period, the Annual Administration will be invoiced in advance on a six-month basis. Wire and check disbursement fees will be invoiced on a quarterly basis.

With respect to any investment not listed on Exhibit B, the Escrow Agent will, on a quarterly basis, invoice an Administrative Services Fee in an amount equal to twenty five (25) basis points on the value of the investment.

All out-of-pocket expenses will be billed at the Escrow Agent's cost. Out-of-pocket expenses include, but are not limited to, professional services (e.g. legal or accounting), travel expenses, telephone and facsimile transmission costs, postage (including express mail and overnight delivery charges), and copying charges.

EXHIBIT B

ESCROW ACCOUNT INVESTMENT SELECTION FORM

INFORMATION AND DISCLOSURES REGARDING INVESTMENTS

Institutional Deposit Account:

The Institutional Deposit Account is a Money Market Deposit Account held at Bank of America, N.A. For more complete information about IDA, please refer to the terms and conditions and fact sheet. You should read and review this information carefully before investing. Past performance is no guarantee of future results. Funds deposited in IDA are insured to the maximum extent permitted by law and regulation by the Federal Deposit Insurance Corporation.

IDA has a normal cutoff time of 4:00PM (central time) and any cash received after that time will not be invested until the next business day.

Money Market Funds:

For more complete information about a money market fund listed in this Exhibit B, including expenses, investment objectives, and past performance, please refer to the prospectus. You should read and review this information carefully before investing. Past performance is no guarantee of future results. Investments in money market mutual funds are neither insured nor guaranteed by Bank of America, N.A. and its affiliates, or by any Government Agency. **There can be no assurance that the funds can maintain a stable net asset value of \$1.00 per share.**

Bank of America, N. A. typically has a normal cut-off time of one hour prior to the money market mutual fund's stated cut off time and any cash received after that time will not be invested until the next Business Day.

The parties to the agreement understand and agree that the Escrow Agent may receive certain revenue associated with money market fund investments. These revenues take one of two forms:

Shareholder Servicing Payments: The Escrow Agent may receive shareholder servicing payments commensurate with the shareholder services provided for the money market fund company. Shareholder services typically provided by Bank of America, N.A. include the maintenance of shareholder ownership records, distributing prospectuses and other shareholder information materials to investors and handling proxy-voting materials. Typically shareholder servicing payments are paid under a money market fund's 12b-1 distribution plan and impact the investment performance of the fund by the amount of the fee. The shareholder servicing fee payable from any money market fund is detailed in the fund's prospectus provided to you.

Revenue Sharing Payments: The Escrow Agent may receive revenue sharing payments from a money market fund company. These payments represent a reallocation to the Escrow Agent of a portion of the compensation payable to the fund company in connection with a money market fund investment. Revenue sharing payments constitute a form of fee sharing between the fund company and the Escrow Agent and do not, as a general rule, result in any additional charge or expense in connection with a money market fund investment, are not paid under a 12b-1 plan, and do not impact the investment performance of the fund. The amount of any revenue share, if any, payable to the Escrow Agent with respect to your account's investments is available upon request.

In the event that a money market fund has been designated as the investment, the parties hereto acknowledge delivery of the prospectus for such fund. **The Parties hereto acknowledge that money market funds and other non-deposit investments are not deposits in or obligations of, or guaranteed by, Bank of America Corporation or any of its affiliates and are not insured by the FDIC or any government agency. Investments in money market funds involve investment risks, including possible loss of principal.**

Acknowledged and agreed to this ____ day of May, 2010:

CITY OF GLENDALE

By: _____

Name: Ed Beasley

Title: City Manager

COYOTES NEWCO, LLC

By: _____

Name:

Title:

ARENA NEWCO, LLC

By: _____

Name:

Title:

SHORT TERM INVESTMENT VEHICLE SELECTION FORM				
		CUSIP	TICKER	INTERNAL
Money Market Deposit Account ("MMDA") held at Bank of America, N.A.				
	Bank of America Institutional Deposit Account (IDA) (a Money Market Deposit Account at Bank of America, N.A.)	N/A	N/A	999100845
Prime Money Market Funds				
	BlackRock Liquidity Fund: Temp Fund - Cash Management	09248U577	BRTXX	9998CT265
	Columbia Cash Reserves - Daily Share	19765K605	NSHXX	999301229
	Dreyfus Cash Management - Participant Share	26188J503	DPCXX	9998SF227
	Dreyfus Cash Management Plus - Participant Share	261934400	DCPXX	999200595
	Federated Prime Obligations Fund - Trust Shares	60934N146	POLXX	9998SF268
	Fidelity Money Market Portfolio - Class III	316175702	FCOXX	9998SF276
	Fidelity Prime Money Market Portfolio - Class III	316175876	FCDXX	9998SF284
	Goldman Sachs Financial Square MMF - Service Share	38141W216	FSVXX	9998SF318
	Goldman Sachs Financial Square Prime Obligations - Service	38141W349	FBSXX	9998SF367
US Government & Agency Money Market Funds				
	BlackRock Liquidity Fund: FedFund - Cash Management	09248U882	N/A	9998CT315
	Columbia Government Reserves - Daily Share	19765K761	NRDXX	999301195
	Dreyfus Government Cash Management - Participant Share	262006505	DPGXX	999300973
	Dreyfus Government Prime Cash Management - Participant Share	262006604	DGPXX	9998SF235
	Federated Government Obligations Fund - Trust Shares	60934N153	GORXX	999507031
X	Fidelity Government Portfolio - Class III	316175603	FCGXX	9998SF292
	Goldman Sachs Financial Square Federal Fund - Service	38142B864	FVSXX	9998SF359
	Goldman Sachs Financial Square Government Fund- Service	38141W257	FOSXX	9998SF342
Treasury Money Market Funds				
	BlackRock Liquidity Fund: T-Fund - Cash Management	09248U668	N/A	9998CT257
	BlackRock Liquidity Fund: Treas Trust - Cash Management	09248U536	BTCXX	9998CT448
CL	Columbia Treasury Reserves - Daily Share	19765K282	NDLXX	999301138
	Dreyfus Treasury & Agency Cash Management - Participant Share	261908404	DTPXX	999301591
	Dreyfus Treasury Prime Cash Management - Participant Share	261941405	DPRXX	999301948
	Federated Treasury Obligations Fund - Trust Shares	60934N120	TOTXX	999507023
	Fidelity Treasury Portfolio - Class III	316175884	FCSXX	999170137
CL	Fidelity Treasury Only Portfolio - Class III	233809888	FOIXX	***
	Goldman Sachs Financial Square Treasury Instruments Fund - Service	38142B708	FYSXX	9998SF334
	Goldman Sachs Financial Square Treasury Oblig Fund - Service	38141W299	FYAXX	9998SF219
Tax-Exempt Money Market Funds				
<i>[List is available upon request]</i>				

CITY OF GLENDALE

By: _____

Name: Ed Beasley

Title: City Manager

COYOTES NEWCO, LLC

By: _____

Name:

Title:

ARENA NEWCO, LLC

By: _____

Name:

Title:

EXHIBIT C

FORM OF TERMINATION NOTICE

[Date]

Bank of America Merrill Lynch
Global Securities Solutions
135 South LaSalle Street
IL4-135-18-23
Chicago, Illinois 60603
Attention: [•]
Fax: (312) 992-9833

NOTICE OF TERMINATION

Ladies and Gentlemen:

We refer you to that certain Escrow Agreement (the “*Agreement*”), dated as of May [•], 2010 by and among Coyotes Newco, LLC, Arena Newco, LLC, the City of Glendale and Bank of America, National Association, a photocopy of which is attached hereto. Capitalized terms used but not defined in this letter shall have the meanings given them in the Agreement.

We hereby notify you, in accordance with the terms and provisions of Section 6.1(a) of the Agreement, that we are terminating the Agreement. Accordingly, we request that you terminate the Agreement as of [•]¹. Those undertakings that, under the provisions of the Agreement, shall survive termination of the Agreement shall continue as provided therein. All Escrow Funds or items of property thereafter on deposit or held in the Escrow Account or by the Escrow Agent pursuant to the Agreement shall, concurrently with the termination of the Agreement, be delivered by, as applicable, federal wire transfer or nationally recognized overnight courier service as follows:

[Describe escrowed property or funds amount to be delivered]:

To *[Designate party]*, at: *[insert fed wire instructions or physical address for overnight courier delivery]*.

[signatures appear on the following page]

¹ Date should be not fewer than 2 Business Days after the date of this Notice.

Very truly yours,

The City:

CITY OF GLENDALE

By: _____

Name: _____

Title: _____

Owners:

COYOTES NEWCO, LLC

By: _____

Name: _____

Title: _____

ARENA NEWCO, LLC

By: _____

Name: _____

Title: _____