CITY CLERK
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C-10174
07/24/15

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Settlement Agreement") is made this 24th day of July, 2015, by and between the **City of Glendale**, an Arizona municipality (the "City"), and **IceArizona Hockey Co LLC, fka Coyotes Newco, LLC, and IceArizona Manager Co LLC, fka as Arena Newco, LLC**, (collectively, "IceArizona"), and **David Reaves, chapter 7 trustee of Arena Management Group, LLC** ("AMG Trustee").

RECITALS

A. On May 5, 2009, Coyotes Hockey, LLC, Dewey Ranch Hockey, LLC, Coyotes Holdings, LLC and Arena Management Group, LLC (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of the United States Bankruptcy Code, jointly administered in Case No. 2:09-bk-0941-RTB. The Arena Management Group, LLC bankruptcy case was filed in the United States Bankruptcy Court for the District of Arizona ("Bankruptcy Court") as Case No. 2:09-bk-09495-RTB. Arena Management Group, LLC subsequently converted to a chapter 7 case and David Reaves was appointed as the chapter 7 trustee.

B. Certain funds of approximately $1 million are held and escrowed in a restricted trust account at Wells Fargo Bank ("Operating Reserve Account") pursuant to that certain Arena Management, Use and Lease Agreement ("AMULA") dated approximately November 29, 2001 and as amended from time to time.

C. On January 28, 2015 the Bankruptcy Court ruled in Adv. No. 2:14-ap-00713-RTB, that Michael Carmel, the Trustee of the CH Liquidation Trust, had no interest in the Operating Reserve Account.

D. As of the date of the Settlement Agreement, the City, IceArizona and the AMG Trustee each assert an interest in the proceeds in the Operating Reserve Account. The City filed a motion asserting its interest in the Operating Reserve Account, which motion is pending before the Bankruptcy Court. IceArizona objected to the City's motion.

E. It is the intent of the parties to finally resolve and settle all interests in the Operating Reserve Account and agree to the disbursement of the proceeds.

AGREEMENT

NOW, THEREFORE, adopting the Recitals as part of their Agreement, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, IceArizona and AMG Trustee agree as follows:

1. On the Effective Date, the proceeds in the Operating Reserve Account shall be disbursed as follows: $350,000 to the City, $10,000 to the AMG Trustee and $640,000 to IceArizona. IceArizona agrees that it will pay any and all fees or costs which Wells Fargo Bank may charge from IceArizona's portion of the proceeds.

2. The parties shall promptly file a motion for approval of this Settlement on an expedited basis with the Bankruptcy Court and shall seek a Bankruptcy Court order approving

the Settlement, approving the disbursement of the proceeds in the Operating Reserve Account as set forth herein and instructing Wells Fargo Bank to disburse the proceeds as agreed. The motion filed by the City and the objection of IceArizona shall be resolved by this Settlement Agreement and the order of the Bankruptcy Court approving the Settlement Agreement.

3. The Settlement Agreement shall be effective upon and contingent upon the satisfaction and completion of all of the following events ("Effective Date"):

a. Execution and Delivery to the City and to IceArizona of this Settlement Agreement and all other settlement documents identified by the parties;

b. Approval of this Settlement Agreement by the Bankruptcy Court and entry of an order acceptable to the City and IceArizona for which no stay pending appeal has been entered and is enforceable;

c. Approval of the Glendale City Council of this Settlement;

d. Dismissal of the lawsuit between IceArizona and the City pending in the Maricopa County Superior Court Case No. CV2015-007216; and

e. Approval of the Glendale City Council of the global settlement and the other actions identified by the City and IceArizona.

In the event that all of the contingencies are not satisfied and completed, then this Settlement Agreement shall be null and void and the parties shall be returned to their original positions.

4. Upon the Effective Date, the AMG Trustee, the City and IceArizona without any further act or action hereby fully, finally and forever release one another from any and all claims, past and present, known and unknown, contingent or not, liquidated or unliquidated, related to the Operating Reserve Account, provided however, nothing herein shall be deemed to release or prevent the City form asserting its claims as a creditor of the AMG estate or interfere with the City from pursuing its claims for rejection of the AMULA or any other claims it may assert or has asserted against the AMG estate.

5. This Settlement Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns and agents.

6. The parties represent and warrant to each other that they have the authority to enter into this Settlement Agreement, to settle their interest in the Operating Reserve Account, and to grant the releases set forth herein.

7. The terms of this Settlement Agreement shall be interpreted according to the laws of the State of Arizona and any and all disputes concerning this Settlement Agreement shall be brought in this Bankruptcy Court, which shall expressly retain such jurisdiction and authority.

8. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties on the date written above.

ICEARIZONA HOCKEY CO LLC

ICEARIZONA MANAGER CO LLC

ARENA MANAGEMENT GROUP, LLC

For David M. Reaves, with permission

By David Reaves, its chapter 7 trustee

THE CITY OF GLENDALE

By: RICHARD A BOWERS

Its: ACTING CITY MANAGER

Approved as to form

City Attorney

ATTEST:

City Clerk