

IN WITNESS WHEREOF, Seller and Buyer have each caused this Bill of Sale to be executed as of date first above written.

SELLER:

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

BUYER:

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Bill of Sale]

BILL OF SALE

THIS BILL OF SALE (this "**Bill of Sale**") is made as of the __ day of _____, 2009, by and between Arena Newco, LLC, a Delaware limited liability company (the "**Buyer**"), and Arena Management Group, LLC, a Delaware limited liability company (the "**Seller**").

WHEREAS, the Buyer and the Seller are parties to that certain Asset Purchase Agreement, dated as of _____, 2009, by and among the Seller, Coyotes Hockey, LLC, the Buyer and Coyotes Newco, LLC (the "**Asset Purchase Agreement**").

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.3 of the Asset Purchase Agreement:

1. This Bill of Sale is provided pursuant to and is governed by the terms of the Asset Purchase Agreement. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.
2. The Seller hereby sells, transfers, assigns, conveys and delivers to the Buyer, and the Buyer hereby purchases, acquires and accepts, all of the Seller's right, title and interest in and to all of the Purchased Arena Assets.
3. The Seller further expressly agrees to obtain, execute, acknowledge and deliver such other documents and other instruments, and take such other actions, as may be required to evidence or effectuate the sale, transfer, assignment, conveyance and delivery to the Buyer of the Seller's individual and collective right, title and interest in and to the Purchased Arena Assets.
4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the principles of conflicts of laws thereunder.
5. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument, and to the extent signed and delivered by means of a facsimile machine, email of a .pdf, .tiff, JPEG or similar file or other electronic transmission, it shall be treated in all manner and respects and for all purposes as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
6. For the avoidance of doubt, and not in limitation of the assignment made herein, nothing in this Bill of Sale shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Bill of Sale as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Bill of Sale

and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Signature page follows.]

IN WITNESS WHEREOF, Seller and Buyer have each caused this Bill of Sale to be executed as of date first above written.

SELLER:

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

BUYER:

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Bill of Sale]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made as of the ___ day of _____, 2009, by and between Coyotes Newco, LLC, a Delaware limited liability company (the “**Buyer**”), and Coyotes Hockey, LLC, a Delaware limited liability company (the “**Seller**”). All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings given to such terms in the Asset Purchase Agreement (the “**Asset Purchase Agreement**”), dated as of _____, 2009, by and among the Seller, Arena Management Group, LLC, the Buyer and Arena Newco, LLC.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of Team Liabilities. The Seller hereby conveys, assigns, transfers and delivers to the Buyer, and the Buyer hereby assumes and agrees to perform, discharge and satisfy when due in accordance with their respective terms, the Assumed Team Liabilities.

2. Further Assurances. Each party hereto agrees to execute and deliver promptly upon request of the other party hereto such further agreements or instruments and to do, or cause to be done, such further acts and things as may be necessary or appropriate to complete the transactions contemplated hereby.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the principles of conflicts of laws thereunder.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument, and to the extent signed and delivered by means of a facsimile machine, email or a .pdf, .tiff, JPEG or similar file or other electronic transmission, it shall be treated in all manner and respects and for all purposes as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5. Coordination With Asset Purchase Agreement. For the avoidance of doubt, and not in limitation of the assignment made herein, nothing in this Agreement shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Agreement as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Signature page follows.]

IN WITNESS WHEREOF, Seller and Buyer have each caused this Assignment and Assumption Agreement to be executed as of date first above written.

SELLER:

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

BUYER:

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Assignment and Assumption Agreement]

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”) is made as of the __ day of _____, 2009, by and between Arena Newco, LLC, a Delaware limited liability company (the “**Buyer**”), and Arena Management Group, LLC, a Delaware limited liability company (the “**Seller**”). All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings given to such terms in the Asset Purchase Agreement (the “**Asset Purchase Agreement**”), dated as of _____, 2009, by and among the Seller, Coyotes Hockey, LLC, the Buyer and Coyotes Newco, LLC.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption of Arena Liabilities. The Seller hereby conveys, assigns, transfers and delivers to the Buyer, and the Buyer hereby assumes and agrees to perform, discharge and satisfy when due in accordance with their respective terms, the Assumed Arena Liabilities.

2. Further Assurances. Each party hereto agrees to execute and deliver promptly upon request of the other party hereto such further agreements or instruments and to do, or cause to be done, such further acts and things as may be necessary or appropriate to complete the transactions contemplated hereby.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the principles of conflicts of laws thereunder.

4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument, and to the extent signed and delivered by means of a facsimile machine, email or a .pdf, .tiff, JPEG or similar file or other electronic transmission, it shall be treated in all manner and respects and for all purposes as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

5. Coordination With Asset Purchase Agreement. For the avoidance of doubt, and not in limitation of the assignment made herein, nothing in this Agreement shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Agreement as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Signature page follows.]

IN WITNESS WHEREOF, Seller and Buyer have each caused this Assignment and Assumption Agreement to be executed as of date first above written.

SELLER:

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

BUYER:

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Assignment and Assumption Agreement]

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is entered into as of _____, 2009, by and between Coyotes Hockey, LLC, a Delaware limited liability company ("Assignor"), and Coyotes Newco, LLC, an Arizona limited liability company ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of _____, 2009, by and among Assignor, Arena Management Group, LLC, Assignee and Arena Newco, LLC (the "Asset Purchase Agreement"), pursuant to which Assignee is acquiring from Assignor all rights, title and interest of Assignor in and to the Purchased Team Assets. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

B. Pursuant to the terms and conditions of the Asset Purchase Agreement, Assignor desires to assign and transfer all of its rights, title and interest in the Intellectual Property to Assignee as of the date hereof, and Assignee desires to accept such assignment and transfer by Assignor hereunder.

AGREEMENT

In consideration of the foregoing premises and for other good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor, by this Assignment, hereby irrevocably conveys, assigns, transfers and delivers to Assignee, and Assignee hereby acquires and accepts, all rights, title and interest of Assignor in or to any and all of the Intellectual Property, including all goodwill symbolized by or associated therewith and the right to prosecute and recover monetary damages in respect of any and all infringements and other violations thereof. Assignor further irrevocably waives and assigns any and all moral rights or "*droit moral*" as Assignor may have in or to any of the Intellectual Property.

2. Further Assurances.

(a) Assignor hereby agrees to execute all appropriate, necessary and customary forms and use its best efforts to assist Assignee, at Assignee's request from time to time (the reasonable cost and expense of which shall be paid by Assignee unless such action results from a breach of the Asset Purchase Agreement or this Assignment by Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Assignment.

(b) Assignor agrees to provide the appropriate authorizations to, and to complete and execute the appropriate forms or other documentation (whether in

electronic or other media) for, the applicable registrar, or to Assignee if appropriate, and will use its best efforts to comply promptly with all other steps necessary to transfer all domain name registrations used in Assignor's business, whether held by Assignor or by third parties on behalf of Assignor (the "**Domain Names**"). The Assignor represents and warrants that it has not and will not cancel any of the Domain Names or otherwise transfer the Domain Names except as provided for herein.

(c) In the event that Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in Sections 2.1(a) and/or 2.1(b) above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

3. Successors and Assigns. The Assignment and the rights and obligations hereunder shall inure to the benefit of and shall be binding upon, as to Assignee, each of its affiliates, successors and assigns and, as to Assignor, each of its affiliates, successors and assigns.

4. Governing Law. This Assignment shall be governed by the laws of the State of Arizona, without regard to conflict of law principles.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument, and to the extent signed and delivered by means of a facsimile machine, email of a .pdf, .tiff, JPEG or similar file or other electronic transmission, it shall be treated in all manner and respects and for all purposes as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

6. Coordination with Asset Purchase Agreement. For the avoidance of doubt, and not in limitation of the assignment made herein, nothing in this Assignment shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment]

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this “Assignment”) is entered into as of _____, 2009, by and between Arena Management Group, LLC, a Delaware limited liability company (“Assignor”), and Arena Newco, LLC, a Delaware limited liability company (“Assignee”).

RECITALS

A. Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of _____, 2009, by and among Assignor, Coyotes Hockey, LLC, Assignee and Coyotes Hockey, LLC (the “Asset Purchase Agreement”), pursuant to which Assignee is acquiring from Assignor all rights, title and interest of Assignor in and to the Purchased Arena Assets. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

B. Pursuant to the terms and conditions of the Asset Purchase Agreement, Assignor desires to assign and transfer all of its rights, title and interest in the Intellectual Property to Assignee as of the date hereof, and Assignee desires to accept such assignment and transfer by Assignor hereunder.

AGREEMENT

In consideration of the foregoing premises and for other good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor, by this Assignment, hereby irrevocably conveys, assigns, transfers and delivers to Assignee, and Assignee hereby acquires and accepts, all rights, title and interest of Assignor in or to any and all of the Intellectual Property, including all goodwill symbolized by or associated therewith and the right to prosecute and recover monetary damages in respect of any and all infringements and other violations thereof. Assignor further irrevocably waives and assigns any and all moral rights or “*droit moral*” as Assignor may have in or to any of the Intellectual Property.

2. Further Assurances.

(a) Assignor hereby agrees to execute all appropriate, necessary and customary forms and use its best efforts to assist Assignee, at Assignee’s request from time to time (the reasonable cost and expense of which shall be paid by Assignee unless such action results from a breach of the Asset Purchase Agreement or this Assignment by Assignor), to secure the rights assigned hereby and to obtain and/or transfer patent, copyright, trademark or service mark registrations (and applications therefor), and similar governmental grants confirming or enhancing said rights. Assignor will promptly transfer all files and papers in its possession relating to such applications and registrations to Assignee after the execution of this Assignment.

(b) Assignor agrees to provide the appropriate authorizations to, and to complete and execute the appropriate forms or other documentation (whether in

electronic or other media) for, the applicable registrar, or to Assignee if appropriate, and will use its best efforts to comply promptly with all other steps necessary to transfer all domain name registrations used in Assignor's business, whether held by Assignor or by third parties on behalf of Assignor (the "**Domain Names**"). The Assignor represents and warrants that it has not and will not cancel any of the Domain Names or otherwise transfer the Domain Names except as provided for herein.

(c) In the event that Assignor fails to execute and deliver any document necessary or appropriate for any of the foregoing purposes (including renewals and/or extensions) listed in Sections 2.1(a) and/or 2.1(b) above, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers as agents and attorneys-in-fact to act for and on behalf of Assignor, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by the undersigned.

3. Successors and Assigns. The Assignment and the rights and obligations hereunder shall inure to the benefit of and shall be binding upon, as to Assignee, each of its affiliates, successors and assigns and, as to Assignor, each of its affiliates, successors and assigns.

4. Governing Law. This Assignment shall be governed by the laws of the State of Arizona, without regard to conflict of law principles.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, and all of which shall together constitute one and the same instrument, and to the extent signed and delivered by means of a facsimile machine, email of a .pdf, .tiff, JPEG or similar file or other electronic transmission, it shall be treated in all manner and respects and for all purposes as an original instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

6. Coordination with Asset Purchase Agreement. For the avoidance of doubt, and not in limitation of the assignment made herein, nothing in this Assignment shall be deemed to supersede, enlarge, modify or waive any of the provisions of the Asset Purchase Agreement, all of which shall survive the execution and delivery of this Assignment as provided in, and subject to the limitations set forth in, the Asset Purchase Agreement. If any conflict exists between the terms of this Assignment and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Intellectual Property Assignment]

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA

In re)	Case No. 2:09-bk-09488-RTBP
DEWEY RANCH HOCKEY, LLC,)	(Jointly Administered)
COYOTES HOLDINGS, LLC,)	Chapter 11
COYOTES HOCKEY, LLC, and)	Order Under 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 6004 and 6006 Authorizing and Approving (A) the Sale of Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts to Team Buyer and Arena Buyer
ARENA MANAGEMENT GROUP, LLC,)	
Debtors.)	
)	
This filing applies to:)
<input checked="" type="checkbox"/> All Debtors)	
<input type="checkbox"/> Specified Debtors)	

On May 5, 2009 (the "Petition Date"), the above-captioned debtors and debtors in possession (collectively, the "Debtors") filed a Motion of the Debtors for an Order Under Sections 105(a), 363 and 365 of the Bankruptcy Code (i) Authorizing Coyotes Hockey, LLC's Sale of Substantially All of its Assets Free and Clear of Liens, Claims and Encumbrances, Subject to Higher and Better Offers, and (ii) Approving an Asset Purchase Agreement (Docket No. 18) (the "Sale Motion"), pursuant to which the Debtors sought approval of a sale and relocation of the Phoenix Coyotes hockey team (the "Coyotes") to Hamilton, Ontario and to convey membership rights in the NHL to a designated proposed purchaser. Contemporaneously therewith, the Debtors

1 filed a Motion of the Debtors for Entry of an Order (A) Authorizing Conduct of an Auction of
2 Coyotes Hockey, LLC's Assets; (B) Establishing Procedures to be Employed in Connection with

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1 Sale Including Approval of Termination Fee; and (C) Approving Form and Manner of Notice of
2 Conditional Cure Notice and Solicitation Notice (Docket No. 19) (the "Bid Procedures Motion").
3 The Bid Procedures Motion and matters related thereto came before this Court at hearings held on
4 May 7, May 19, May 27, June 9, June 22, August 3, and August 11, 2009. On August 13, 2009,
5 this Court entered an AMENDED Order Approving Bid Procedures for Auction/Sale of Phoenix
6 Coyotes Hockey League Team and Related Assets and the Assumption and Assignment of Certain
7 Executory Contracts and Unexpired Leases (Docket No. 638) (the "Bid Procedures Order").

8 In accordance with the Bid Procedures Order, Team Buyer and Arena Buyer, as defined in
9 that certain Proposal (the "Bid Letter") with respect to the Acquisition of the Phoenix Coyotes
10 National Hockey League Team and Related Assets and the Assumption and Assignment of Certain
11 Executory Contracts and Unexpired Leases, dated as of August 25, 2009 (collectively, the
12 "Buyers") submitted a Qualified Bid (as defined in the Bid Procedures Order) on the terms set forth
13 in the Asset Purchase Agreement attached to the Bid Letter (the "APA") to purchase the Purchased
14 Team Assets (as defined in the APA) of Coyotes Hockey, LLC ("Coyotes Hockey") and the
15 Purchased Arena Assets (as defined in the APA and, together with the Purchased Team Assets, the
16 "Assets") of Arena Management Group, LLC ("Arena Management"), a copy of which APA is
17 attached hereto as Exhibit A¹.

18 The Court held an auction and sale hearing on September 10, 2009 (the "Sale Hearing").
19 The Court has considered the APA, all objections thereto, the relevant pleadings in these chapter
20 11 cases (the "Cases"), the statements of counsel, the declarations submitted by the parties and any
21 other testimony or offer of proof as to testimony on the record at the Sale Hearing, at which time
22 all interested parties were offered an opportunity to be heard, and the entire record in these Cases.
23 It appears that a sale to the Buyers is in the best interests of the Debtors, their bankruptcy estates,
24 their creditors and other parties in interest. After due deliberation and good cause shown,

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¹ Capitalized terms not otherwise defined herein have the meanings ascribed to them in the APA.

1 THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:²

2 A. **Jurisdiction and Venue.** This Court has jurisdiction to consider this Motion under
3 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these
4 Cases and this Motion in this District is proper under 28 U.S.C. §§ 1408 and 1409.

5 B. **Statutory Predicates.** The statutory predicates for relief are sections 105(a), 363
6 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 6004 and
7 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

8 C. **Notice.** As evidenced by the affidavits of service filed with this Court and based
9 upon the representations of counsel at the Sale Hearing: (i) due, proper, timely, adequate and
10 sufficient notice of the Sale Hearing and the transactions set forth in the APA (the "Transaction"),
11 including the assumption and assignment of the Assumed Contracts and Cure Costs with respect
12 thereto, has been provided in accordance with sections 105(a), 363 and 365 of the Bankruptcy
13 Code and Bankruptcy Rules 2002, 6004 and 6006; (ii) it appears that no other or further notice
14 need be provided; (iii) such notice was and is good, sufficient and appropriate under the
15 circumstances; and (iv) no other or further notice of the Sale Hearing or the Transaction (including
16 the assumption and assignment of Assumed Contracts) is or shall be required.

17 D. **Opportunity to Object.** A reasonable opportunity to object and to be heard with
18 respect to the Transaction has been given.

19 E. **Sale in Best Interests.** Good and sufficient reasons for approval of the APA and
20 the Transaction have been articulated, and the Transaction is in the best interests of the Debtors,
21 their estates, their creditors and other parties in interest.

22 F. **Business Justification.** The Debtors have demonstrated both (i) good, sufficient
23 and sound business purposes and justifications and (ii) compelling circumstances for the
24 Transaction other than in the ordinary course of business under section 363(b) of the Bankruptcy
25 Code before, and outside of, a plan of reorganization in that, among other things, the immediate
26 consummation of the Transaction with the Buyers is necessary and appropriate to maximize the

27 _____

28 ² Findings of fact shall be construed as conclusions of law and conclusions of law shall be construed as findings of fact when appropriate. See Fed. R. Bankr. P. 7052.

1 value of the Debtors' estates. Entry of an order approving the APA and all the provisions thereof is
2 a necessary condition precedent to the Buyers' consummating the Transaction.

3 G. **Arm's Length Sale.** The APA was proposed by the Buyers without collusion, in
4 good faith and from arm's-length bargaining positions. No Buyer is an "insider" of the Debtors, as
5 that term is defined in Bankruptcy Code section 101(31). Neither the Debtors nor the Buyers have
6 engaged in any conduct that would cause or permit the APA to be avoided under section 363(n) of
7 the Bankruptcy Code. Specifically, the Buyers have not acted in a collusive manner with any
8 person and the purchase price was not controlled by any agreement among any bidders.

9 H. **Good Faith Purchaser.** The Buyers are good faith purchasers of the Assets within
10 the meaning of section 363(m) of the Bankruptcy Code and are therefore entitled to all of the
11 protections afforded thereby. The Buyers have proceeded in good faith in all respects in
12 connection with this proceeding in that: (a) the National Hockey League (the "NHL") made good
13 faith efforts to assist the Debtors in finding an alternative purchaser before the Buyers stepped in;
14 (b) the Buyers complied with the provisions in the Bid Procedures Order; (c) the Buyers agreed to
15 subject its bid to the competitive bidding procedures set forth in the Bid Procedures Order; and
16 (d) all payments to be made by the Buyers and other agreements or arrangements entered into by
17 the Buyers in connection with the Transaction have been disclosed, to the extent not filed under
18 seal in these Cases by this Court's order,

19 I. **Highest and Best Offer.** The auction was duly noticed and the Court conducted the
20 auction in a non-collusive manner in accordance with, and the Debtors and Buyers have otherwise
21 complied in all respects with, the Bid Procedures Order. The auction established in the Bid
22 Procedures Order afforded a full, fair and reasonable opportunity for any person or entity to make a
23 higher or otherwise better offer to purchase the Assets under the circumstances of these Cases
24 where the Debtors have limited financing, their 2009-2010 playing season was fast approaching
25 and a prompt sale was advisable to avoid further erosion of the value of the Debtors' assets. In
26 contrast to other potential bids, the Buyers' bid has no material conditions, is not subject to
27 significant execution risk, and will be able to close shortly after the Court's approval of the sale.
28 The Buyers have also been approved by the NHL as a potential owner of the Coyotes. Furthermore,

1 the Buyers' bid is in the best interest of the Debtors' estates because it provides for all non-insider
2 creditors, including, among other things, the payment of approximately \$7.5 million in designated
3 unsecured liabilities, thereby providing a greater recovery for the Debtors' estates than would be
4 provided by any other available alternative. The Buyers will also provide \$2 million into the
5 estates to enable the Debtors to deal with administrative claims and unassumed liabilities that
6 remain after the sale. In addition, subject to the terms of the APA, no later than 5 business days
7 after June 15, 2010, the Buyers will make an additional contribution of cash to the Debtors' estates
8 equal to the difference between \$140 million and the other consideration previously paid under the
9 APA, not to exceed the total amount of unsatisfied claims, including rejection damages, but
10 excluding any claims payable to Jerry Moyes, Vickie Moyes, The Jerry and Vickie Moyes Family
11 Trust and their respective Affiliates. Finally, the Buyers' bid is the "highest and best" bid as the
12 APA provides that, to the extent the Buyers are able to consummate a sale of the Coyotes prior to
13 the second anniversary of the Closing Date, the Buyers will pay 20% of the Net Profit, not to
14 exceed \$20 million, to the Debtors.

15 J. **Consideration.** The consideration constitutes reasonably equivalent value or fair
16 consideration, as the case may be (as those terms are defined in each of the Uniform Fraudulent
17 Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code), and
18 fair consideration under the Bankruptcy Code and under the laws of the United States, any state,
19 territory, possession or the District of Columbia. The APA represents a fair and reasonable offer to
20 purchase the Assets under the circumstances of these Cases. No other person or entity or group of
21 entities, other than the Buyers, has offered to purchase the Assets that would render greater
22 recovery to the Debtors' estates within a reasonable period of time and without substantial
23 uncertainty as to consummating a transaction. Approval of the APA and the consummation of the
24 Transaction is in the best interests of the Debtors, their creditors, their estates and all other parties
25 in interest.

26 K. **Free and Clear.** The Debtors are the sole and lawful owner of the Assets. The
27 transfer of the Assets to the Buyers under the APA will be a legal, valid, and effective transfer of
28 the Assets, and vests or will vest the Buyers with all right, title and interest of the Debtors to the

1 Assets free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code),
2 encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature
3 whatsoever (collectively, the "Interests"), including, but not limited to, (i) those that purport to give
4 to any party a right or option to effect any forfeiture, modification or termination of the Debtors'
5 interests in the Assets, or any similar rights and (ii) those relating to taxes arising under or out of,
6 in connection with, or in any way relating to the operation of the Debtors' business prior to the
7 Closing Date. For avoidance of doubt, all Interests shall attach to the proceeds ultimately
8 attributable to the property against or in which such Interests are asserted, subject to the terms of
9 such Interests, with the same validity, force and effect, and in the same order of priority, which
10 such Interests now have against the Assets or their proceeds, subject to any rights, claims and
11 defenses the Debtors or their estates, as applicable, may possess with respect thereto.

12 L. **Satisfaction of 363(f) Standards.** The Debtors may sell the Assets free and clear
13 of any Interests of any kind or nature whatsoever because in each case, one or more of the
14 standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each entity
15 that has asserted an Interest in the Assets to be transferred on the Closing Date: (i) has, subject to
16 the terms and conditions of this Order, consented to the Transaction or is deemed to have
17 consented to the Transaction; (ii) has an Interest that is subject to bona fide dispute; (iii) could be
18 compelled in a legal or equitable proceeding to accept money satisfaction of such Interest; or
19 (iv) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders
20 of Interests who did not timely object to the Transaction are deemed, subject to the terms of this
21 Order, to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of
22 Interests are adequately protected by having their Interests attach to the proceeds ultimately
23 attributable to the property against or in which such Interests are asserted, subject to the terms of
24 such Interests, with the same validity, force and effect, and in the same order of priority, which
25 such Interests now have against the Assets or their proceeds, subject to any rights, claims and
26 defenses the Debtors or their estates, as applicable, may possess with respect thereto.

27 M. **No Fraudulent Transfer.** The Transaction is not for the purpose of hindering,
28 delaying or defrauding creditors under the Bankruptcy Code and under the laws of the United

1 States, any state, territory, possession or the District of Columbia. Neither the Debtors nor the
2 Buyers would be entering into the Transaction fraudulently.

3 N. **Cure/Adequate Assurance.** The assumption and assignment of the Assumed
4 Contracts pursuant to the terms of this Order is integral to the APA and is in the best interests of
5 the Debtors and their estates, creditors and all other parties in interest, and represents the
6 reasonable exercise of sound and prudent business judgment by the Debtors. The Debtors have,
7 (i) to the extent necessary, cured or provided adequate assurance of cure, of any default existing
8 prior to the date hereof with respect to the Assumed Contracts, within the meaning of sections
9 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) to the extent necessary, provided
10 compensation or adequate assurance of compensation to any party for any actual pecuniary loss to
11 such party resulting from a default prior to the date hereof with respect to the Assumed Contracts,
12 within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code. The
13 Buyers' promise to perform the obligations under the Assumed Contracts after the Closing Date
14 shall constitute adequate assurance of future performance within the meaning of sections
15 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

16 O. **Prompt Consummation.** The Transaction must be approved and consummated
17 promptly in order to preserve the viability of the business subject to the sale as going concerns, to
18 maximize the value of the Debtors' estates. Time is of the essence is consummating the
19 Transaction.

20 P. **Personally Identifiable Information.** The Transaction may include the transfer of
21 Personally Identifiable information, as defined in section 101(41A) of the Bankruptcy Code. No
22 Consumer Privacy Ombudsman need be appointed in section 363(b)(1) of the Bankruptcy Code
23 because the Buyers have agreed to adhere to any privacy policies applicable to the Debtors.

24 NOW, THEREFORE, IT IS ORDERED THAT:

25 1. **Transaction is Approved.** The APA and the transactions contemplated thereby are
26 APPROVED, as set forth herein.

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1 2. **Objections Overruled.** Any objections to the entry of this Order or the relief
2 granted herein that have not been withdrawn, waived, or settled, or not otherwise resolved pursuant
3 to the terms hereof, if any, hereby are denied and overruled on the merits with prejudice.

4 3. **Approval.** The APA and all of the terms and conditions thereto are hereby
5 approved. The Debtors are hereby authorized and directed to (a) execute the APA, along with any
6 additional instruments or documents that may be reasonably necessary or appropriate to implement
7 the APA, provided that such additional documents do not materially change its terms;
8 (b) consummate the Transaction in accordance with the terms and conditions of the APA and the
9 instruments to the APA contemplated thereby; and (c) take all other and further actions as may be
10 reasonably necessary to implement the Transaction.

11 4. **Free and Clear.** Except as expressly permitted or otherwise specifically provided
12 for in the APA or this Order, pursuant to Bankruptcy Code sections 105(a) and 363(f), the Debtors
13 are authorized and directed to transfer the Assets to the Buyers and, as of the Closing Date, the
14 applicable Buyer shall take title to and possession of the Assets free and clear of all Interests of any
15 kind or nature whatsoever, including, but not limited to, any Excluded Team Liabilities or
16 Excluded Arena Liabilities (collectively, the "Excluded Liabilities").

17 5. **Valid Transfer.** As of the Closing Date, (a) the transactions contemplated by the
18 APA effect a legal, valid, enforceable and effective sale and transfer of the Assets to the Buyers,
19 and shall vest the applicable Buyer with title to such assets free and clear of all Interests and (b) the
20 APA and the transactions and instruments contemplated thereby shall be specifically performable
21 and enforceable against and binding upon, and not subject to rejection or avoidance by, the Debtors
22 or any chapter 11 trustee of the Debtors and their applicable estates.

23 6. **General Assignment.** On the Closing Date, this Order shall be construed and shall
24 constitute, for any and all purposes, a full and complete general assignment, conveyance and
25 transfer of the Debtors' interests in the Assets. Each and every federal, state, and local
26 governmental agency or department is hereby directed to accept any and all documents and
27 instruments necessary and appropriate to consummate the Transaction.

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1 7. **Injunction.** Except as expressly permitted by the APA or by this Order, all persons
2 and entities, including, but not limited to, the Debtors, employees, former employees, all debt
3 security holders, administrative agencies, governmental tax and regulatory authorities, secretaries
4 of state, federal, state and local officials, lenders, contract parties, bidders, lessors, warehousemen,
5 customs brokers, freight forwarders, carriers and other parties in possession of any of the Assets at
6 any time, trade creditors and all other creditors, holding Interests of any kind or nature whatsoever
7 against or in the Debtors or in the Debtors' interests in the Assets (whether legal or equitable,
8 secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown,
9 liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with, or in
10 any way relating to, the Debtors, the Assets, the operation of the Debtors' business before the
11 Closing Date or with respect to any Interests arising out of or related to the Transaction, shall be
12 and hereby are forever barred, estopped and permanently enjoined from commencing, prosecuting
13 or continuing in any manner any action or other proceeding of any kind against the Buyers, their
14 property, their successors and assigns, alleged or otherwise, their affiliates, the NHL Member
15 Clubs, or such Assets. Following the Closing Date, no holder of an Interest in the Debtors shall
16 interfere with the Buyers' title to or use and enjoyment of the Assets based on or related to such
17 Interest, or any actions that the Debtors may take in their Cases.

18 8. **Release of Interests.** Subject to paragraphs 4 and 31 of this Order, this Order
19 (a) shall be effective as a determination, on the Closing Date, all Interests of any kind or nature
20 whatsoever existing as to the Debtors or the Assets prior to the Closing Date have been
21 unconditionally released, discharged and terminated, and that the conveyances described herein
22 have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including,
23 without limitation, all filing agents, filing officers, title agents, title companies, recorders of
24 mortgages, recorders of deeds, registers of deeds, administrative agencies, governmental
25 departments, secretaries of state, federal, state and local officials, and all other persons and entities
26 who may be required by operation of law, the duties of their office or contract, to accept, file,
27 register or otherwise record or release any documents or interests, or who may be required to report
28 or insure any title or state of title in or to any of the Assets.

1 9. **Direction to Release Interests.** On the Closing Date and subject to the Interests
2 attaching to the proceeds of the Sale as provided for in paragraphs 4 and 31 of this Order, each of
3 the Debtors' creditors is authorized and directed to execute such documents and take all other
4 actions as may be reasonably necessary to release its Interests in the Assets, if any, as such
5 Interests may have been recorded or may otherwise exist.

6 10. **No Successor Liability.** Neither the Buyers nor their affiliates, successors or
7 assigns shall, as a result of the consummation of the Transaction, (a) be a successor to the Debtors
8 or their estates, (b) have, de facto or otherwise, merged or consolidated with or into the Debtors or
9 their estates; or (c) be a continuation or substantial continuation of the Debtors or any enterprise of
10 the Debtors. Except for the Assumed Liabilities, the transfer of the Assets to the Buyers under the
11 APA shall not result in (i) the Buyers, their affiliates, members or shareholders, or the Assets,
12 having any liability or responsibility for any claim against the Debtors or against an insider of the
13 Debtors, (ii) the Buyers, their affiliates, members, or shareholders, or the Assets, having any
14 liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in
15 equity, whether by payment, setoff or otherwise, directly or indirectly, any Interests or Excluded
16 Liability, or (iii) the Buyers, their affiliates, members, or shareholders or the Assets, having any
17 liability or responsibility to the Debtors except as is expressly set forth in the APA.

18 11. **Examples of No Successor Liability.** Without limiting the effect or scope of the
19 foregoing, as of the Closing Date, the Buyers shall have no successor or vicarious liabilities of any
20 kind or character, including, but not limited to, any theory of antitrust, environmental, successor or
21 transferee liability, labor law, de facto merger or substantial continuity, whether known or
22 unknown as of the Closing Date, now existing or hereafter arising, whether asserted or unasserted,
23 fixed or contingent, liquidated or unliquidated with respect to the Debtors or any obligations of the
24 Debtors arising prior to the Closing Date, including, but not limited to, liabilities on account of any
25 taxes arising, accruing or payable under, out of, in connection with, or in any way relating to, the
26 operation of the Assets prior to the Closing.

27 12. **Assumption and Assignment of Assumed Contracts.** Under sections 105(a) and
28 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Transaction,

1 the Debtors' assumption and assignment of the Assumed Contracts to the Buyers free and clear of
2 all Interests pursuant to the terms set forth in the APA, as modified by the terms of any
3 amendments reached with the respective counterparty, is hereby approved, and the requirements of
4 sections 365(b)(1), 365(b)(3) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby
5 deemed satisfied. Each counterparty to an Assumed Contract is hereby forever barred, estopped,
6 and permanently enjoined from raising or asserting against the Debtors or the Buyers, or the
7 property of any of them, any assignment fee, default, breach, claim, pecuniary loss, liability or
8 obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or
9 non-contingent, senior or subordinate) arising under or related to the Assumed Contracts existing
10 as of the Closing Date or arising by reason of the Closing.

11 13. **Transition Services Agreement.** The Sellers and Debtors are hereby authorized to
12 enter into a mutually acceptable Transition Services Agreement, substantially in the form attached
13 hereto as Exhibit B, pursuant to which (i) the Sellers will provide to the Buyers the goods, services,
14 rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the extent
15 reasonably requested by the Buyers consistent with past operation of the Team and the Arena; and
16 (ii) the Buyers will pay to the Sellers, as and when due under the Glendale Contracts for the
17 provision of goods and services thereunder.

18 14. **No Fees.** There shall be no rent accelerations, assignment fees, increases (including
19 advertising rates) or any other fees charged to the Buyers or the Debtors as a result of the
20 assumption and assignment of the Assumed Contracts.

21 15. **Anti-Assignment Provisions Unenforceable.** Except as provided for in section 6.5
22 of the APA, any provisions in any of Assumed Contract that prohibits or conditions the assignment
23 of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture,
24 impose any penalty, condition on renewal or extension or modify any term or condition upon the
25 assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions that are
26 void and of no force and effect.

27 16. **Adequate Assurance.** The Buyers have provided adequate assurance of its future
28 performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C),

1 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code. All other
2 requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the
3 assumption by the Debtors and assignment to the Buyers of the Assumed Contracts have been
4 satisfied.

5 17. **The Buyers and Assumed Contracts.** Upon the Closing of the Transaction, in
6 accordance with sections 363 and 365 of the Bankruptcy Code the Buyers shall be fully and
7 irrevocably vested with all right, title and interest of the Debtor under the Assumed Contracts.

8 18. **Licenses and Permits.** To the extent any license or permit necessary for the
9 operation of the business is determined not to be an executory contract assumable and assignable
10 under section 365 of the Bankruptcy Code, the Buyers shall apply for and obtain any necessary
11 license or permit promptly after the Closing Date and such licenses or permits of the Debtors shall
12 remain in place for the Buyer's benefit until new licenses and permits are obtained.

13 19. **Cure.** Pursuant to the APA, the Buyers shall, on or prior to the Closing Date or
14 such later date as may be set forth herein, any other Final Order of this Court with respect to Added
15 Contracts or in a written agreement between a Buyer and the Person entitled thereto, pay to such
16 Person the Cure Cost identified on Schedule 2.9 of the APA, or as otherwise provided for in
17 paragraph 20 herein, necessary to cure any and all monetary defaults and breaches under and
18 satisfy (or, with respect to any Assumed Liability that cannot be rendered non-contingent and
19 liquidated prior to the Closing Date, make effective provision reasonably satisfactory to the
20 Bankruptcy Court for satisfaction from funds of the Buyers) any Assumed Liability with respect to
21 each Assumed Contract with such Person as may be assumed by the Sellers and assigned to the
22 Buyers in accordance with the provisions of section 365 of the Bankruptcy Code and the APA. In
23 cases in which the Sellers and the Buyers are unable to establish in good faith that a default exists
24 with respect to an Assumed Contract, the Sellers shall require that the Bankruptcy Court determine
25 that the relevant Cure Cost for such Assumed Contract is \$0. The payment of the applicable Cure
26 Costs (if any) shall (a) effect a cure of all defaults existing thereunder as of the Closing Date,
27 (b) compensate for any actual pecuniary loss to such non-Debtor party resulting from such default,
28 and (c) together with the assumption of the Assumed Contracts by the Debtor, constitute adequate

1 assurance of future performance thereof. The non-Debtor party or parties to each Assumed
2 Contract which is to be assigned on the Closing Date are enjoined and forever barred from
3 asserting against the Buyers, any of their affiliates or any of the Assets: (i) any fee, default, breach,
4 claim or pecuniary loss arising under or related to the Assumed Contract existing as of the Closing
5 Date or arising by reason of the Closing, and (ii) any objection to the assumption and assignment of
6 such non-Debtor party's Assumed Contracts.

7 20. **Disputed Cure Costs.** On or before the Closing Date, the Buyers shall reserve in a
8 segregated account sufficient funds to pay in full any disputed Cure Cost that is asserted by a non-
9 Debtor party to an Assumed Contract in an objection to be filed no later than [___] days after the
10 entry of this Order (the "Disputed Cure Costs"). The funds reserved for any given Disputed Cure
11 Cost may be paid (a) without further order of the Court upon the filing of a written stipulation
12 between the applicable Buyer, the non-Debtor party and the Creditors' Committee resolving the
13 Disputed Cure Cost of said non-Debtor party or (b) pursuant to an order of this Court. If the
14 Debtors and the Buyers are unable to resolve any Disputed Cure Costs by [____], 2009, a status
15 conference will be held at [___] (MST), or as soon thereafter as possible, regarding such
16 unresolved Disputed Cure Costs. Resolution of a Disputed Cure Cost shall not prevent the
17 Transaction from Closing.

18 21. **The Arena Management, Use and Lease Agreement.** Prior to the Closing, the
19 Buyers will enter into a Partial Lease Assignment Agreement with the Sellers on terms and
20 conditions satisfactory to the Buyers and the Sellers pursuant to which, (i) the Sellers will assign to
21 the Buyers, pursuant to Section 17.2 of the AMULA, all of the Sellers' rights under the AMULA;
22 (ii) the Buyers will pay either to the Sellers or to the City on behalf of the Sellers, on or before the
23 dates such payments are due under the terms of the AMULA, all rent and other amounts payable by
24 the Sellers under the AMULA; and (iii) the Buyers will comply with such other obligations of the
25 Sellers under the AMULA as the Buyers and the Sellers shall mutually agree. The Partial Lease
26 Assignment Agreement shall terminate on the day after the last day of the 2009-10 Season (but not
27 later than June 15, 2010).

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1 22. The Sellers shall not reject the AMULA prior to the latest date on which they are
2 required to make such determination under the Bankruptcy Code and shall use their reasonable best
3 efforts to obtain an Order extending such date until the last day of the 2009-10 Season (but not later
4 than June 15, 2010), including seeking the consent of the City of Glendale to such extension.

5 23. **Control of the Team.** Effective immediately upon entry of this Order, the NHL
6 Commissioner, or any of the NHL Commissioner's designees, has the sole right to operate and
7 control the operations of the Team.

8 24. **Binding Effect of Order.** This Order shall be binding upon and shall govern the
9 acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title
10 companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental
11 departments, secretaries of state, federal, state and local officials, and all other persons and entities
12 who may be required by operation of law, the duties of their office or contract, to accept, file,
13 register or otherwise record or release any documents or instruments or who may be required to
14 report or insure any title or state of title in or to any of the Assets.

15 25. **Binding on Successors.** The terms and provisions of the APA and this Order shall
16 be binding in all respects upon the Debtors, their estates, all creditors of (whether known or
17 unknown) and holders of equity interests in, any Debtor, Buyer and their respective affiliates,
18 successors and assigns, and any affected third parties, including, but not limited to, all persons
19 asserting Interests in the Assets and all non-Debtor counterparties to the Assumed Contracts,
20 notwithstanding any subsequent appointment of any trustee of the Debtors under any chapter of the
21 Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding. This
22 Order and the APA shall inure to the benefit of the Debtors, their estates, their creditors, the Buyers
23 and their respective successors and assigns.

24 26. **Section 363(n) of the Bankruptcy Code.** The consideration provided by the
25 Buyers for the Assets under the APA is fair and reasonable and may not be avoided under section
26 363(n) of the Bankruptcy Code.

27 27. **Good Faith.** The Transaction is undertaken by the Buyers without collusion and in
28 good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the

1 reversal or modification on appeal of the authorization provided herein to consummate the
2 Transaction shall not affect the validity of the Transaction (including the assumption and
3 assignment of the Assumed Contracts) with the Buyers, unless such authorization is duly stayed
4 pending such appeal. The Buyers are good faith purchasers of the Assets and are entitled to all of
5 the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

6 28. **Fair Consideration.** The consideration provided by the Buyers to the Debtors
7 pursuant to the APA for their purchase of the Assets constitutes reasonably equivalent value and
8 fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform
9 Fraudulent Conveyance Act and under the laws of the United States, any state, territory, possession
10 or the District of Columbia.

11 29. **Retention of Jurisdiction.** The Court retains jurisdiction, pursuant to its statutory
12 powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement and enforce the
13 terms and provisions of this Order and the APA, all amendments thereto and any waivers and
14 consents thereunder and each of the agreements executed in connection therewith, including, but
15 not limited to, retaining jurisdiction to (a) compel discovery of the Assets to the Buyers; (b) compel
16 delivery of the consideration provided for under the APA or performance of other obligations owed
17 to the Debtors; (c) interpret, implement and enforce the provisions of this Order and the APA;
18 (d) adjudicate, if necessary, any and all disputes concerning or relating in any way to the
19 Transaction; and (e) protect the Buyers or the Assets from or against any Interests asserted in the
20 Assets or by or through the Debtors.

21 30. **Surrender of Possession.** All entities that are presently, or on the Closing Date
22 may be, in possession of or have control over all of the Assets in which the Debtors hold an interest
23 hereby are directed to surrender possession of or control over the Assets either to (i) the Debtors
24 before the Closing Date, or (ii) the Buyers on the Closing Date.

25 31. **Fees and Expenses.** Any amounts payable by the Debtors under the APA or any of
26 the documents delivered by the Debtors in connection with the APA shall be paid in the manner
27 provided in the APA without further order of this Court, shall be an allowed administrative claim
28 in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the

1 Bankruptcy Code, and shall not be discharged, modified or otherwise affected by any
2 reorganization plan for the Debtors, except by agreement with the Buyers, their successors or
3 assigns.

4 32. **Non-Material Modifications.** The APA and any related agreements, documents or
5 other instruments may be modified, amended or supplemented by the parties thereto, in a writing
6 signed by such parties, and in accordance with the terms thereof, without further order of the Court,
7 provided that any modification, amendment or supplement does not have a material adverse effect
8 on the Debtors' estates.

9 33. **Subsequent Plan Provisions.** Nothing contained in any chapter 11 plan confirmed
10 in the Debtors' cases or any order confirming any such plan or any other order in these Cases
11 (including any order entered after any conversion of these cases into cases under chapter 7 of the
12 Bankruptcy Code) shall alter, conflict with or derogate from, the provisions of the APA or this
13 Order.

14 34. **Failure to Specify Provisions.** The failure specifically to include any particular
15 provisions of the APA in this Order shall not diminish or impair the effectiveness of such
16 provisions, it being the intent of the Court that the APA be authorized and approved in its entirety;
17 provided, however, that this Order shall govern if there is any inconsistency between the APA
18 (including all ancillary documents executed in connection therewith) and this Order. Likewise, all
19 the provisions of this Order are nonseverable and mutually dependent.

20 35. **No Stay of Order.** Notwithstanding the provisions of Bankruptcy Rules 6004(h)
21 and 6006(d), this Order shall not be stayed for ten days after the entry hereof, but shall be effective
22 and enforceable immediately upon issuance hereof. Time is of the essence in closing the
23 transactions referenced herein, and the Debtors and the Buyers intend to close the Transaction as
24 soon as practicable. Any party objecting to this Order must exercise due diligence in filing an
25 appeal and pursuing a stay, or risk its appeal being foreclosed as moot.

26 36. **Preservation of Certain Records.** The Debtors will retain or have reasonable
27 access to their books and records to administer their bankruptcy cases.

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1 37. **Further Assurances.** From time to time, as and when requested by any party, each
2 party shall execute and deliver, or cause to be executed and delivered, all such documents and
3 instruments and shall take, or cause to be taken, all such further or other actions as such other party
4 may reasonably deem necessary or desirable to consummate the Transaction, including, at the
5 Buyers' expense, such actions as may be necessary to vest, perfect or confirm, or record or
6 otherwise, in the Buyers their right, title and interest in and to the Acquired Assets.

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SCHEDULES TO THE ASSET PURCHASE AGREEMENT

Schedule 1.1(a)

Assumed Contracts

1. NHL Agreements (as defined in the Agreement), other than (i) the Existing Consent Agreement (as defined in the Agreement) and (ii) the Guaranty, dated September 27, 2006, of Coyotes Holdings MemberCo, LLC, Coyotes Holdings, LLC, Arena Management Group, LLC, Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust, in favor of the NHL.
2. NHL Collective Bargaining Agreement, effective September 16, 2004 through September 15, 2011, between the NHL and the NHLPA, and any successor to such agreement, and any and all Contracts, memoranda of understanding or other instruments in effect from time to time that govern the overall relationship between the NHL and its players.
3. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Jonas Ahnelov.
4. Standard Player's Contract, commencing as of April 13, 2009, by and between Coyotes Hockey, LLC and Justin Bernhardt.
5. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Mikkel Boedker.
6. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Ilja Bryzgalov.
7. Standard Player's Contract, commencing as of July 1, 2007, by and between Coyotes Hockey, LLC and Shane Doan.
8. Standard Player's Contract, commencing as of July 14, 2008, by and between Coyotes Hockey, LLC and Todd Fedoruk.
9. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Joel Gistedt.

10. Standard Player's Contract, commencing as of July 10, 2008, by and between Coyotes Hockey, LLC and David Hale.
11. Standard Player's Contract, commencing as of July 1, 2007, by and between Coyotes Hockey, LLC and Martin Hanzal.
12. Standard Player's Contract, commencing as of July 16, 2008, by and between Coyotes Hockey, LLC and Matt Jones.
13. Standard Player's Contract, commencing as of July 13, 2006, by and between Coyotes Hockey, LLC and Ed Jovanovski.
14. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Chad Kolarik.
15. Standard Player's Contract, commencing as of July 14, 2008, by and between Coyotes Hockey, LLC and Francis Lessard.
16. Standard Player's Contract, commencing as of July 1, 2007, by and between Calgary Flames Limited Partnership, by its General Partner Calgary Flames, Inc., and Matthew Lombardi.
17. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Brett MacLean.
18. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Jeff May.
19. Standard Player's Contract, commencing as of August 1, 2006, by and between Coyotes Hockey, LLC and Zbynek Michalek.
20. Standard Player's Contract, commencing as of July 23, 2008, by and between Coyotes Hockey, LLC and Al Montoya.
21. Standard Player's Contract, commencing as of July 12, 2007, by and between Coyotes Hockey, LLC and Peter Mueller.

22. Standard Player's Contract, commencing as of September 25, 2008, by and between Coyotes Hockey, LLC and Joel Perrault.
23. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Kevin Porter.
24. Standard Player's Contract, commencing as of July 1, 2008, by and between Calgary Flames Limited Partnership, by its General Partner Calgary Flames, Inc., and Brandon Prust.
25. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Nick Ross.
26. Standard Player's Contract, commencing as of July 22, 2008, by and between Coyotes Hockey, LLC and Kurt Sauer.
27. Standard Player's Contract, commencing as of July 25, 2007, by and between Coyotes Hockey, LLC and David Schlemko.
28. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Viktor Tikhonov.
29. Standard Player's Contract, commencing as of April 1, 2008, by and between Coyotes Hockey, LLC and Kyle Turris.
30. Standard Player's Contract, commencing as of July 2, 2009, by and between Coyotes Hockey, LLC and Adrian Aucoin.
31. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Vernon Fiddler.
32. Standard Player's Contract, commencing as of July 3, 2009, by and between Coyotes Hockey, LLC and Shaun Heshka.
33. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Jason LaBarbera.

34. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Sami Lepisto.
35. Standard Player's Contract, commencing as of July 2, 2009, by and between Coyotes Hockey, LLC and Stefan Meyer.
36. Standard Player's Contract, commencing as of July 11, 2008, by and between Calgary Flames Limited Partnership, by its General Partner Calgary Flames, Inc., and Jim Vandermeer.
37. Standard Player's Contract, commencing as of July 15, 2009, by and between Coyotes Hockey, LLC and Lauri Korpikoski.
38. Standard Player's Contract, commencing as of July 16, 2009, by and between Coyotes Hockey, LLC and David Spina.
39. Standard Player's Contract, commencing as of July 16, 2009, by and between Coyotes Hockey, LLC and Sean Sullivan.
40. Standard Player's Contract, commencing as of July 23, 2009, by and between Coyotes Hockey, LLC and Jeff Hoggan.
41. Standard Player's Contract, commencing as of July 10, 2008, by and between Center Ice, L.L.C., d/b/a Tampa Bay Lightning Hockey Club, and Radim Vrbata.
42. Standard Player's Contract, commencing as of _____, by and between Coyotes Hockey, LLC and Dave Scatchard.
43. Employment Agreement, dated as of September 1, 2005, by and between Coyotes Hockey, LLC and Michael Barnett.
44. Agreement of Employment, dated as of September 15, 2008, by and between Tyson Nash and Coyotes Hockey, LLC.
45. Affiliation Agreement, dated as of August 1, 2007, by and between Coyotes Hockey, LLC and San Antonio Hockey, LLC, as amended by that certain Amendment to Affiliation Agreement between Coyotes Hockey, L.L.C. and San Antonio Hockey, L.L.C., entered into on June 24, 2008.

46. Secured Credit Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League, and all other agreements related thereto, including:
 - a. Intercreditor Agreement, dated as of February 24, 2009, by and among SOF Investments, L.P., White Tip Investments, LLC, Donatello Investments, LLC and the National Hockey League.
 - b. Pledge Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.
 - c. Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.
 - d. Trademark Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.
 - e. Assignment of Leases and Rents, dated as of February 24, 2009, from Coyotes Hockey, LLC to the National Hockey League.
 - f. Leasehold Deed of Trust, dated as of February 24, 2009, by Coyotes Hockey, LLC to Stewart Title & Trust of Phoenix, Inc. for the benefit of the National Hockey League.
 - g. Subordination Agreement, dated as of February 24, 2009, by and among Coyotes Hockey, LLC, SOF Investments, L.P., White Tip Investments, LLC and Donatello Investments, LLC in favor of the National Hockey League.
 - h. Amended and Restated Restricted Account and Securities Account Control Agreement, dated as of March 11, 2009, by and among Coyotes Hockey, LLC, the National Hockey League, SOF Investments, L.P. and Wells Fargo, National Association.
47. Letter Agreement, dated November 21, 2008, by and among the NHL, Coyotes Hockey, LLC, Coyotes Holdings, LLC, Coyotes Holdings MemberCo, LLC, Arena Management Group, LLC, Jerry Moyes, Vickie Moyes and the Jerry and Vickie Moyes Family Trust, as amended by a letter agreement dated January 8, 2009, and all agreements related thereto.

48. All agreements related to the debtor-in-possession financing provided by the NHL.
49. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Mike Bahn.
50. Letter Agreement, dated as of August 7, 2008, by and between Coyotes Hockey, LLC and John Bernal.
51. Employment Agreement, dated as of February 29, 2008, by and between Coyotes Hockey, LLC and Michael Burke.
52. Employment Agreement, dated as of August 23, 2007, by and between Coyotes Hockey, LLC and Ray Edwards.
53. Letter Agreement, dated as of June 30, 2008, by and between Coyotes Hockey, LLC and Frank Effinger.
54. Letter Agreement, dated as of August 11, 2008, by and between Coyotes Hockey, LLC and Mike Ermatinger.
55. Letter Agreement, dated as of June 27, 2008, by and between Coyotes Hockey, LLC and Keith Gretzky.
56. Employment Agreement, dated as of August 1, 2007, by and between Coyotes Hockey, LLC and Greg Ireland.
57. Letter Agreement, dated as of June 13, 2008, by and between Coyotes Hockey, LLC and John Krouse.
58. Letter Agreement, dated as of June 27, 2008, by and between Coyotes Hockey, LLC and Steven Lyons.
59. Letter Agreement, dated as of September 17, 2008, by and between Coyotes Hockey, LLC and Derek MacKinnon.
60. Employment Agreement, dated as of May 29, 2007, by and between Coyotes Hockey, LLC and Don Maloney.

61. Letter Agreement, dated as of July 27, 2007, by and between Coyotes Hockey, LLC and Rob Murphy.
62. Letter Agreement, dated as of April 9, 2008, by and between Coyotes Hockey, LLC and Jukka Nieminen.
63. Letter Agreement, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Barclay Parneta.
64. Letter Agreement, dated as of July 17, 2008, by and between Coyotes Hockey, LLC and Gord Pell.
65. Letter Agreement, dated as of June 26, 2008, by and between Coyotes Hockey, LLC and Steve Peters.
66. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Jason Rudee.
67. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Ulf Samuelsson.
68. Letter Agreement, dated as of July 21, 2008, by and between Coyotes Hockey, LLC and Jason Serbus.
69. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Tony Silva.
70. Letter Agreement, dated as of July 9, 2008, by and between Coyotes Hockey, LLC and Doug Sulliman.
71. Employment Agreement, dated as of August 6, 2007, by and between Coyotes Hockey, LLC and Brad Treliving.
72. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Stan Wilson.

73. Independent Contractor Agreement, dated as of August 5, 2008, by and between Coyotes Hockey, LLC and Route2 OY, Finnish Corporate # Y-1964741-0, hereby represented by Mr. Christian Ruuttu.

Schedule 1.1(d)

NHL Obligations

1. Obligations with respect to the Team's 2008-09 assessment by the NHL.
2. Obligations with respect to the Team's club account.

Schedule 2.2(ii)

Excluded Team Contracts

1. Employment Agreement, dated as of March __, 2008, by and between Coyotes Hockey, LLC and Wayne D. Gretzky.
2. AMULA Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyotes Hockey, LLC and Coyotes Holdings, LLC for the benefit of Coyote Center Development, LLC and Glendale-101 Development, LLC.
3. Club Transfer and Settlement Agreement, dated as of February 10, 2006, by and among the National Lacrosse League, Coyotes Hockey, LLC, Arena Management Group, LLC, Arizona Lacrosse, LLC, J.A. Columbus Sports Ventures, Inc., Michael Gongas, Charles Russo and AJ Sports Enterprises, Inc.
4. Aircraft Charter Agreement, dated as of September 5, 2007, by and between Swift Air, LLC and Coyotes Hockey, LLC.
5. Sixth Amended and Restated Revolving Loan Agreement, dated as of April 16, 2008, by and between Coyotes Hockey, LLC and Jerry Moyes and all other agreements related thereto, including the Sixth Amended and Restated Revolving Promissory Note, dated as of April 16, 2008, by Coyotes Hockey, LLC in favor of Jerry Moyes.
6. Asset Purchase Agreement, dated as of May 5, 2009, by and between Coyotes Hockey, LLC and PSE Sports & Entertainment LP, as amended on June 8, 2009 as evidenced by that certain Notice of Filing Amendments to APA and Schedules filed on June 8, 2009, including exhibits thereto.
7. Consent Agreement, dated September 27, 2006, by and among the National Hockey League, Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Vicki Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC, Steven M. Ellman, SUB Investment, LLC, The Jerry and Vickie Moyes Family Trust, dated December 11, 1987, Westgate Investments, Westgate Signage, LLC, Wayne Gretzky, James Wikert, John A. Breslow, John A Breslow Rollover IRA, Lake Street Leasing Corp., Barry Handwerker and Garry Handwerker.

8. Guaranty, dated September 27, 2006, of Coyotes Holdings MemberCo, LLC, Coyotes Holdings, LLC, Arena Management Group, LLC, Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust, in favor of the NHL

Schedule 2.4(ii)

Excluded Arena Contracts

None

Schedule 2.5(a)(v)

Assumption of Team Liabilities

1. Claim by 100 Club in the amount of \$1,554.00
2. Claim by ACUL Credit Unions for Kids in the amount of \$92.00
3. Claim by Aloha Courier Company in the amount of \$2,911.66
4. Claim by American Cancer Society in the amount of \$114.00
5. Claim by Arizona Department of Economic in the amount of \$79.00
6. Claim by Arizona Republic in the amount of \$16,900.00
7. Claim by Arizona Softball Association in the amount of \$100.00
8. Claim by AZ Dept. of Transportation in the amount of \$194.00
9. Claim by Ballena Technologies, Inc. in the amount of \$12,000.00
10. Claim by Bauer Hockey, Inc. in the amount of \$15,735.94
11. Claim by Blue Media in the amount of \$389.16
12. Claim by Bob Saunders in the amount of \$500.00
13. Claim by Booge Commodities in the amount of \$828.00
14. Claim by Boy Scouts of America in the amount of \$130.00
15. Claim by Boyd Coffee Company in the amount of \$198.69

16. Claim by Brinks, Inc. in the amount of \$176.47
17. Claim by Business Helpers in the amount of \$3,637.87
18. Claim by BWD Group LLC in the amount of \$99,271.25
19. Claim by Carden Traditional Schools in the amount of \$120.00
20. Claim by Chester F. Cartrett, Jr. in the amount of \$600.00
21. Claim by Cleaning Agents in the amount of \$1,109.91
22. Claim by Clear Channel Broadcast KMXF d/b/a KNIX-FM in the amount of \$3,889.36
23. Claim by Clear Channel Broadcast KNIX d/b/a KZZP-FM in the amount of \$2,261.25
24. Claim by Clear Channel Broadcast KZZP in the amount of \$3,015.00
25. Claim by Clear Channel Broadcast KGME d/b/a KMXF-FM in the amount of \$40,612.06
26. Claim by Daisy Tours/Conventions in the amount of \$5,848.00
27. Claim by Darren Abate Photography in the amount of \$48.66
28. Claim by Desert Heights Charter School in the amount of \$93.00
29. Claim by Detail Design & Fabrication in the amount of \$18,111.28
30. Claim by Don Jackson in the amount of \$195.00
31. Claim by DSES PTA in the amount of \$250.00
32. Claim by Eagle Hockey in the amount of \$126.82

33. Claim by East Side Sports in the amount of \$1,438.00
34. Claim by Easton Sports Inc. in the amount of \$5,679.95
35. Claim by Ed Raichert, Inc. in the amount of \$282.88
36. Claim by Electronic Waveform Lab, Inc. in the amount of \$66.54
37. Claim by Exact Target in the amount of \$19,200.00
38. Claim by Fairmont San Jose in the amount of \$10,088.16
39. Claim by Federal Express in the amount of \$1,636.24
40. Claim by Firebird District in the amount of \$176.00
41. Claim by FlexxCoach in the amount of \$13,300.00
42. Claim by Gilbert Fire Dept. in the amount of \$198.00
43. Claim by GM & Head Coach Pension Obligation in the amount of \$428,391.00
44. Claim by Graf Canada Ltd. In the amount of \$1,528.74
45. Claim by H J Trophies & Awards, Inc. in the amount of \$120.06
46. Claim by Hale Consulting, Ltd. in the amount of \$108.00
47. Claim by Hensley & Company in the amount of \$3,680.00
48. Claim by Hunter Industries in the amount of \$7,360.00
49. Claim by Imagine Schools at East Mesa in the amount of \$68.00

50. Claim by Innovative Embroidery in the amount of \$853.73
51. Claim by Integrated Support Systems in the amount of \$1,839.00
52. Claim by Interstate All Battery Center in the amount of \$86.34
53. Claim by Intra-Continental Ensurers in the amount of \$173,876.28
54. Claim by J&J Productions in the amount of \$250.00
55. Claim by Jane Lindell Hughes, M.D. in the amount of \$165.00
56. Claim by Jerry D. Ernest in the amount of \$265.00
57. Claim by JW Marriot Denver in the amount of \$9,634.05
58. Claim by KFNN in the amount of \$1,407.00
59. Claim by Making Waves Pool Service in the amount of \$350.00
60. Claim by Marco Crane & Rigging Co. in the amount of \$7,360.00
61. Claim by Maricopa County Democratic in the amount of \$80.00
62. Claim by Mark Torrance in the amount of \$325.00
63. Claim by MC Hockey Skills LLC in the amount of \$1,850.00
64. Claim by Meth Amb Surg Hospital NW in the amount of \$3,395.81
65. Claim by Michael A. Noto in the amount of \$750.00
66. Claim by Michael Hamilton in the amount of \$2,080.00

67. Claim by Most Holy Trinity School in the amount of \$250.00
68. Claim by My Team Cares, LLC in the amount of \$5,000.00
69. Claim by National Audubon Society in the amount of \$375.00
70. Claim by National Hockey League in the amount of \$210,835.70
71. Claim by Neopost Leasing in the amount of \$1,587.31
72. Claim by NHL for 2008-09 assessment in the amount of \$508,900
73. Claim by NHL 05-06 Playoff shortfall in the amount of \$1,321,539.00
74. Claim by NHL Pension Society in the amount of \$18,000.00
75. Claim by Omni Los Angeles Hotel in the amount of \$8,838.28
76. Claim by OPACS, Inc. in the amount of \$4,311.82
77. Claim by Pepsi Cola Company in the amount of \$1,374.80
78. Claim by Peter Grosskopf in the amount of \$250.00
79. Claim by Praxair Distribution Inc. in the amount of \$265.16
80. Claim by Prisma Graphic Corp. in the amount of \$1,885.50
81. Claim by Pro Sports EMS LLC in the amount of \$1,300.00
82. Claim by PXP Broadcast Services in the amount of \$250.00
83. Claim by Quest Diagnostic in the amount of \$152.45

84. Claim by Radiologist of the UofR in the amount of \$39.80
85. Claim by Reebok-CCM Hockey US, Inc. in the amount of \$28,312.49
86. Claim by RinkNet Marketing, Inc. in the amount of \$5,511.85
87. Claim by Rob Mercer in the amount of \$715.00
88. Claim by Rogers Broadcasting Limited in the amount of \$200.00
89. Claim by S Texas Radiology Img Ctr in the amount of \$1,937.06
90. Claim by School Health Corporation in the amount of \$3,646.66
91. Claim by Selly Broadcast Services in the amount of \$250.00
92. Claim by Sher-Wood Hockey (TPS) in the amount of \$613.98
93. Claim by Shred-It in the amount of \$248.00
94. Claim by Sir Speedy in the amount of \$2,355.63
95. Claim by Skyview Satellite Networks Inc. in the amount of \$21,499.99
96. Claim by Southern Sports Supply Corp. in the amount of \$422.69
97. Claim by Southwest District Kiwanis in the amount of \$64.00
98. Claim by Special Olympics Arizona in the amount of \$238.00
99. Claim by Statera Southwest in the amount of \$510.00
100. Claim by Sue Head in the amount of \$208.00

101. Claim by Tanner Catalano Foundation in the amount of \$2,500.00
102. Claim by Team Shop Premiums in the amount of \$8,927.78
103. Claim by Tectura Corporation in the amount of \$1,871.16
104. Claim by Terminix in the amount of \$55.00
105. Claim by The Antigua Group, Inc. in the amount of \$5.76
106. Claim by The Association of Luxury in the amount of \$510.00
107. Claim by The Hand Center of San Antonio in the amount of \$1,559.44
108. Claim by The Mahoney Group – Phoenix in the amount of \$3,540.00
109. Claim by The Orin Group, LLC in the amount of \$5,285.00
110. Claim by TRI-C Club Supply, Inc. in the amount of \$303.88
111. Claim by Tru West Credit Union in the amount of \$260.00
112. Claim by Txtstation Global Mobile Mktg in the amount of \$11,000.00
113. Claim by Universal Background Screening in the amount of \$2,948.00
114. Claim by University Orthopaedic Assoc. in the amount of \$79.28
115. Claim by Vaughn Custom Sports Inc. in the amount of \$378.72
116. Claim by Warrior Sports in the amount of \$13,584.50
117. Claim by WebEx Communications Inc. in the amount of \$220.00

118. Claim by WG Authentic in the amount of \$1,155.00
119. Claim by Xona Resort Suites in the amount of \$37,789.90
120. Claim by American Express in the amount of \$214,805.21
121. Claim by AT&T Mobility in the amount of \$55,158.35
122. Claim by Bingham McCutchen LLP in the amount of \$431,282.50
123. Claim by Build-A-Bear Workshop, Inc. in the amount of \$29,528.58
124. Claim by CAA Sports in the amount of \$40,000.00
125. Claim by Chubb & Son in the amount of \$7,792.28
126. Claim by Cox Communications in the amount of \$4,569.95
127. Claim by Cox Media, LLC in the amount of \$32,411.52
128. Claim by Coyotes Charities in the amount of \$57,648.14
129. Claim by Coyotes Ice, L.L.C. in the amount of \$122,263.84
130. Claim by Custom Tours & Travel in the amount of \$50,975.00
131. Claim by DJO, LLC in the amount of \$4,600.00
132. Claim by Gold Coast Tours in the amount of \$9,231.42
133. Claim by Grasso Law Firm P.C. in the amount of \$4,274.50
134. Claim by Greenberg Traurig in the amount of \$15,309.70

135. Claim by Jeff Kercher in the amount of \$4,000.00
136. Claim by Jones Day in the amount of \$314,060.00
137. Claim by KATZ Television in the amount of \$97,000.00
138. Claim by Law Offices of Lane & Ehrlich in the amount of \$350.20
139. Claim by Level 3 Communications, LLC in the amount of \$4,429.73
140. Claim by Mariscal Weeks McIntyre in the amount of \$1,318.58
141. Claim by OccuNet in the amount of \$1,755.33
142. Claim by Research in Motion Corp in the amount of \$3,314.85
143. Claim by Scarborough Research in the amount of \$7,637.50
144. Claim by Special Transport Services in the amount of \$48,967.50
145. Claim by State Employee Celebration in the amount of \$79.00
146. Claim by Swift Air, L.L.C. in the amount of \$578.00
147. Claim by TransJet, Inc. in the amount of \$167,796.00
148. Claim by Turnkey Intelligence, LLC in the amount of \$13,800.00
149. Claim by UPS in the amount of \$1,469.28
150. Claim for Performance Bonuses for NHL 2008-09 Season in the amount of \$127,500.00

Schedule 2.7(a)(v)

Assumption of Arena Liabilities

1. Claim by Aloha Courier Company in the amount of \$362.32
2. Claims by American Outdoor Advertising in the amounts of \$1,500.00 and \$2,500.00
3. Claim by Arizona Catering, Inc. in the amount of \$20,460.63
4. Claim by Arizona Electric Supply in the amount of \$483.02
5. Claim by Arizona Machinery in the amount of \$1,174.40
6. Claim by ASCAP in the amount of \$211.00
7. Claim by Blue Media in the amount of \$3,810.77
8. Claim by BMI General Licensing in the amount of \$150.00
9. Claim by Brinks, Inc. in the amount of \$539.83
10. Claim by Browns Partsmaster, Inc. in the amount of \$593.23
11. Claim by City Electric Supply Co. in the amount of \$700.06
12. Claim by Clear Channel Broadcast KMXB d/b/a KMXB-FM in the amount of \$1,648.70
13. Claim by Clear Channel Broadcast KNIX d/b/a KNIX-FM in the amount of \$10,169.85
14. Claim by Clear Channel Broadcast KYOT d/b/a KYOT-FM in the amount of \$1,405.24
15. Claim by Clear Channel Broadcast KZZP d/b/a KZZP-FM in the amount of \$3,365.75

16. Claim by Clear Channel Broadcast KESZ d/b/a KESZ-FM in the amount of \$4,783.80
17. Claim by Clearwing Productions, Inc. in the amount of \$2,691.09
18. Claim by Cookson Door Sales of Arizona in the amount of \$1,492.21
19. Claim by Creative Communications and Rentals, Inc. in the amount of \$812.91
20. Claim by Dell Marketing L.P. in the amount of \$170.31
21. Claim by Emcor Services Arizona in the amount of \$9,632.91
22. Claim by Fastenal Company in the amount of \$468.43
23. Claim by FedEx Freight in the amount of \$74.95
24. Claim by Ferguson Enterprises, Inc. in the amount of \$178.24
25. Claim by General Mechanical Systems Inc in the amount of \$11,004.73
26. Claim by Goodway Technologies Corp. in the amount of \$1,512.55
27. Claim by Goodyear Glass & Mirror in the amount of \$442.11
28. Claim by Lee Wellington d/b/a World of Beef in the amount of \$600.00
29. Claim by Maintenance Mart in the amount of \$28,894.62
30. Claim by Make Parties Happen in the amount of \$2,047.03
31. Claim by McMaster-Carr Supply Co. in the amount of \$3,705.51
32. Claim by Medical Emergency Devices & SV in the amount of \$522.85

33. Claim by Ray and Larry's Golf Car Service in the amount of \$479.22
34. Claim by Sherwin Williams Co. in the amount of \$1,204.98
35. Claim by SRP in the amount of \$68,688.47
36. Claim by St. Mary's Food Bank Alliance in the amount of \$4,000.00
37. Claim by Tennant Sales and Service Co. in the amount of \$1,969.47
38. Claim by The Plumber's Choice, Inc. in the amount of \$4,477.17
39. Claim by United Rentals Northwest, Inc. in the amount of \$1,520.76
40. Claim by Vern Lewis Welding Supply, Inc. in the amount of \$2,527.64
41. Claim by Vestar-DRM OPCO in the amount of \$270.02
42. Claim by Voss Lighting in the amount of \$6,644.89
43. Claim by United Site Services in the amount of \$114.24
44. Claim by Interstate All Battery Center in the amount of \$425.21
45. Claim by 620 Sports KTAR-AM in the amount of \$1,392.42
46. Claim by Acorn Gas Company, Inc. in the amount of \$1,847.64
47. Claim by Allied Waste Services #753 in the amount of \$4,487.53
48. Claim by Bill Young Productions, Inc. in the amount of \$4,837.50
49. Claim by CBS5 in the amount of \$3,246.16

50. Claim by Chemtreat, Inc. in the amount of \$2,762.38
51. Claim by Cox Media, LLC in the amount of \$29,840.24
52. Claim by Friends of Eight in the amount of \$2,920.00
53. Claim by KBAQ-FM 89.5 in the amount of \$640.00
54. Claim by KDKB-FM in the amount of \$8,220.60
55. Claim by KimBall Midwest in the amount of \$355.34
56. Claim by KJZZ-FM 91.5 in the amount of \$640.00
57. Claim by KMLE-FM in the amount of \$20,561.80
58. Claim by KNXV-TV in the amount of \$4,587.33
59. Claim by KOOL-FM in the amount of \$3,075.30
60. Claim by KPKX-FM in the amount of \$1,217.31
61. Claim by KPNX-TV in the amount of \$29,226.16
62. Claim by KTVK TV3 in the amount of \$2,114.27
63. Claim by KUPD-FM in the amount of \$25,619.82
64. Claim by Martin/Martin Consulting in the amount of \$1,891.25
65. Claim by News 92.3 KTAR-FM in the amount of \$1,281.37
66. Claim by Premier Rinks, Inc. in the amount of \$1,960.53

67. Claim by ProEM in the amount of \$980.52
68. Claim by Riviera Broadcast Group EDGE in the amount of \$5,591.07
69. Claim by Sierra H Broadcasting Inc. in the amount of \$567.21
70. Claim by Tour Design Inc. in the amount of \$2,185.00
71. Claim by Univision/KTVW Phoenix in the amount of \$17,657.35

Schedule 2.14(a)

Glendale Contracts

1. Partition and Sale Agreement, dated as of September 25, 2006, by and among Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC, Steven M. Ellman, SUB Investments, LLC, Jerry and Vickie Moyes Family Trust, Westgate Investments, LLC and Westgate Signage, LLC.
2. Amended and Restated Agreement in Respect of Parking and Mixed-Use Development Agreement, dated as of July 1, 2008, by and among Coyote Center Development, LLC, Glendale-101 Development, LLC, Arena Development, LLC, Westgate Investments, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.
3. Agreement for the Replacement of Temporary Parking, dated as of July 1, 2008, by and among City of Glendale, Coyote Center Development, LLC, Glendale Garage LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.
4. Declaration of Easements, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.
5. Master Declaration of Easements, Covenants, Conditions and Restrictions for Westgate, dated as of January 30, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.
6. Common Operation and Reciprocal Easement Agreement for the Entertainment District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.
7. Common Operation and Reciprocal Easement Agreement for the Village Retail District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC, to the extent a Seller is a beneficiary thereof.

8. Common Operation and Reciprocal Easement Agreement for the Destination Retail District, dated as of February 15, 2006, by Coyote Center Development, to the extent a Seller is a beneficiary thereof.
9. Nondisturbance and Attornment Agreement, dated as of September 25, 2006, by and among Credit Suisse, Coyotes Hockey, LLC, Arena Management Group, LLC and Coyotes Holdings, LLC.
10. Parking Replacement Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Development Group, LLC.
11. Revised and Restated Parking Use License and Easement Agreement, dated as of July 1, 2008, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC and Coyote Center Development, LLC.
12. Reassignment and Assumption Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.
13. Safety and Security Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC and Coyotes Hockey, LLC.
14. Consolidated Trailing Agreement, dated as of September 25, 2006, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC, as amended by that certain First Amendment to Consolidated Trailing Agreement, dated as of July __, 2008, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC.
15. Sponsorship and Marketing Cooperation Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Entertainment Center Development, LLC, Westgate Signage, LLC, Arena Management Group, LLC and Coyotes Hockey, LLC.
16. Team Guaranty Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyote Center Development, LLC, SUB Investments, LLC and Westgate Investments, LLC for the benefit of Coyotes Hockey, LLC.
17. Agreement, dated as of August 29, 2002, by and among B&B Holdings, Inc. d/b/a Arizona Cardinals, Coyote Center Development, LLC, Arena Development, LLC,

Glendale-101 Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

18. Assignment and Assumption Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC and Coyotes Hockey, LLC.
19. Naming Rights Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.
20. Letter Agreement, dated as of March 24, 2009, by and between Coyotes Hockey, LLC and Atomic Pest Control, LLC.
21. Sponsorship Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and AT&T Operations, Inc.
22. Sponsorship Letter Agreement, dated as of July 3, 2007, by and between Coyotes Hockey, LLC and Benson Security Systems, Inc., as amended by that certain First Amendment to Sponsorship Letter Agreement, dated as of April 9, 2009, by and between Coyotes Hockey, LLC and Benson Security Systems Inc.
23. Amended and Restated Letter Agreement, dated as of August 25, 2008, by and between Coyotes Hockey, LLC and Sharp Electronics Corporation.
24. Agreement for Sponsorship and Promotion, dated as of December 6, 2007, by and between Coyotes Hockey, LLC and Valley Toyota Dealer Association, Inc.
25. Letter Agreement, dated as of November 8, 2007, by and between Coyotes Hockey, LLC and Comerica Bank.
26. Letter Agreement, dated as of November 21, 2007, by and between Coyotes Hockey, LLC and Danny's Family Companies, LLC.
27. Letter Agreement, dated as of December 7, 2006, by and between Coyotes Hockey, LLC and Delta Dental of Arizona.
28. Agreement for Sponsorship and Promotion, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as amended by that

certain First Amendment to Agreement for Sponsorship and Promotion, dated as of August 10, 2005, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Second Amendment to Agreement for Sponsorship and Promotion, dated as of September __, 2006, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Third Amendment to Agreement for Sponsorship and Promotion, dated as of December 7, 2007, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

29. Letter Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Diamond Resorts International, LLC.
30. Letter Agreement, dated as of June 29, 2007, by and between Coyotes Hockey, LLC and Galardi Group Franchise & Leasing, LLC.
31. Letter Agreement, dated as of March 20, 2007, by and between Coyotes Hockey, LLC and Gila River Gaming Enterprises, Inc.
32. Letter Agreement, dated as of August 19, 2008, by and between Coyotes Hockey, LLC and Government Employees Insurance Company.
33. Letter Agreement, dated as of October 23, 2006, by and between Coyotes Hockey, LLC and Heritage Graphics, Inc.
34. Letter Agreement, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Ride Now Management, LLC.
35. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Salt River Project Agricultural Improvement and Power District.
36. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Vemma Nutrition Company.
37. Letter Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.
38. Sponsorship Agreement, dated as of July 1, 2007, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

39. Agreement for Sponsorship and Promotion, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Southwest Water Conditioning, Inc. d/b/a Culligan.
40. Letter Agreement, dated as of November 15, 2008, by and between Peoria Polar, LLC, Chandler Polar, LLC and Gilbert Polar, LLC and Coyotes Hockey, LLC.
41. Agreement for Sponsorship and Promotion, dated as of November 13, 2007, by and between Cigna Corporation and Coyotes Hockey, LLC.
42. Letter Agreement, dated as of August 10, 2007, by and between CMG Enterprises, Inc. and Coyotes Hockey, LLC.
43. Letter Agreement, dated as of February 24, 2009, by and between Dreyer's Grand Ice Cream, Inc. and Coyotes Hockey, LLC.
44. Letter Agreement, dated as of December 6, 2006, by and between Oggi's Pizza & Brewing Co. and Coyotes Hockey, LLC.
45. Letter Agreement, dated as of August 6, 2008, by and between Classic Foods, Inc. and Coyotes Hockey, LLC.
46. Letter Agreement, dated as of November 19, 2007, by and between Unifirst Corporation and Coyotes Hockey, LLC.
47. Draft Amended and Restated Agreement for Sponsorship and Promotion, dated December __, 2008, by and between Coyotes Hockey, LLC and Heineken USA, Inc. d/b/a Heineken.
48. Amended and Restated Suite License Agreement, dated as of July 6, 2006, by and between Coyotes Hockey, LLC and Don Sanderson Ford, Inc.
49. Amended and Restated Suite License Agreement, dated as of February 19, 2007, by and between Coyotes Hockey, LLC and Selectbuild Arizona, LLC.
50. Agreement, dated as of March 20, 2003, by and between Coyotes Hockey, LLC and Kabuto Arizona Properties, L.L.C.

51. Suite License Agreement, dated as of November 1, 2004, by and between Coyotes Hockey, LLC and CB Richard Ellis, Inc.
52. Suite License Agreement, dated as of January 18, 2006, by and between Coyotes Hockey, LLC and Arena Partners, LLC.
53. Suite License Agreement, dated as of September 22, 2006, by and between Coyotes Hockey, LLC and B&B Holdings, Inc.
54. Suite License Agreement, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.
55. Suite License Agreement, dated as of June 3, 2008, by and between Coyotes Hockey, LLC and Honeywell International, Inc.
56. Suite License Agreement, dated as of November 2, 2007, by and between Coyotes Hockey, LLC and Inhouse Assist, LLC.
57. Suite License Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.
58. Amended and Restated Suite License Agreement, dated as of July 10, 2008, by and between Coyotes Hockey, LLC and Kiewit Western Co.
59. Suite License Agreement, dated as of January 8, 2009, by and between Coyotes Hockey, LLC and Jerry Dailey.
60. Suite License Agreement, dated as of June 13, 2008, by and between Coyotes Hockey, LLC and Perini Building Company, LLC.
61. Suite License Agreement, dated as of September 12, 2005, by and between Coyotes Hockey, LLC and Phelps Dodge Corporation.
62. Suite License Agreement, dated as of August 7, 2006, by and between Coyotes Hockey, LLC and VHS Acquisition Subsidiary No. 8, Inc. d/b/a Abrazo Region Services.
63. Suite License Agreement, dated as of November __, 2006, by and between Coyotes Hockey, LLC and WDG Enterprises, Inc.

64. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Evans Overhead Door, LLC.
65. Suite License Agreement, dated as of May 12, 2008, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.
66. Suite License Agreement, dated as of September 26, 2008, by and between Coyotes Hockey, LLC and Lawns by Les, LLC.
67. Suite License Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.
68. Suite License Agreement, dated as of August 1, 2006, by and between Coyotes Hockey, LLC and Adolfsen & Peterson, Inc.
69. Suite License Agreement, dated as of May 15, 2008, by and between Coyotes Hockey, LLC and Clarity Ventures, Inc.
70. Suite License Agreement, dated as of April 26, 2006, by and between Coyotes Hockey, LLC and Lerner & Rowe, P.C.
71. Suite License Agreement, dated as of August 1, 2008, by and between Coyotes Hockey, LLC and Avnet, Inc.
72. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Wells Fargo Bank, National Association.
73. Suite License Agreement, dated as of August 29, 2007, by and between Coyotes Hockey, LLC and Shane Doan.
74. Suite License Agreement, dated as of September 23, 2008, by and between Coyotes Hockey, LLC and Ed Jovanovski.
75. Suite License Agreement, dated as of November 30, 2008, by and between Coyotes Hockey, LLC and Godaddy.com, Inc.
76. Suite License Agreement, dated as of July 17, 2006, by and between Coyotes Hockey, LLC and The Silverleaf Club, LLC.

77. Suite License Agreement, dated as of July 1, 2003, by and between Coyotes Hockey, LLC and Pleiades Real Estate Investments, LLC.
78. Amended and Restated Suite License Agreement, dated as of July 12, 2006, by and between Coyotes Hockey, LLC and Parris & Parris, PLC.
79. Suite License Agreement, dated as of November 25, 2008, by and between Coyotes Hockey, LLC and 4 Horsemen Transportation Inc.
80. Suite License Agreement, dated as of February 1, 2008, by and between Coyotes Hockey, LLC and Positive Impact Investments, LLC.
81. Suite License Agreement, dated as of September 19, 2008, by and between Coyotes Hockey, LLC and Derek Morris.
82. Loge Suite License Agreement, dated as of September 20, 2007, by and between Coyotes Hockey, LLC and LandCorp Property Maintenance, Inc.
83. Service Agreement, dated as of June 8, 2007, by and between Arena Management Group, LLC and Climatec Building Technology Group.
84. Fire Alarm Test & Inspect Proposal, dated as of August 15, 2007, by and between Arena Management Group, LLC and Climatec Building Technology Group.
85. Services Agreement, dated as of July 1, 2009, by and between Arena Management Group, LLC and Daktronics, Inc.
86. Water Services Agreement, dated as of April 1, 2009, by and between Arena Management Group, LLC and International Chemtex Corporation.
87. Maintenance Agreement, dated as of November 15, 2005, by and between Arena Management Group, LLC and Kone Inc.
88. Agreement for Services, dated as of September 1, 2007, by and between Arena Management Group, LLC and LandCorp Property Maintenance, Inc.
89. Master Lease Agreement, dated as of August 26, 2008, by and between Coyotes Hockey, LLC and Lease Group Resources, Inc.

90. Bid Package, dated as of September 23, 2008, by and between Arena Management Group, LLC and Lawns by Les, LLC.
91. Stagehand Services Agreement, dated as of June __, 2006, by and between NRG Services Southwest, Inc. and Arena Management Group, LLC, as amended by that certain Amendment to Stagehand Services Agreement, dated as of August 1, 2008, by and between Arena Management Group, LLC and NRG Services Southwest, Inc.
92. Event License Agreement, dated as of September 25, 2008, by and between Arena Management Group, LLC and Cirque du Soleil America, Inc.
93. Event License Agreement, dated as of December 23, 2008, by and between Arena Management Group, LLC and Premier Marketing, Inc. (Sean Hannity)
94. Event License Agreement, dated as of April 16, 2009, by and between Arena Management Group, LLC and Live Nation Worldwide, Inc. (Jonas Brothers)
95. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Promotions, LLC. (Miley Cyrus)
96. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Promotions, LLC. (Pink)
97. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Promotions, LLC. (Wisn Y Yandel)
98. Rental Agreement, dated as of March 23, 2009, by and between Arena Management Group, LLC and Knights of Columbus, Inc.
99. Staffing Services Agreement, dated as of March 17, 2008, by and between Arena Management Group, LLC and Truly Every Assignment Matters.
100. Value Lease Agreement, dated as of January 19, 2007, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).
101. Value Lease Agreement, dated as of _____, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

102. Licensed User Agreement, dated as of July 9, 2002, by and among Ticketmaster, L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as amended by that certain Amendment to Licensed User Agreement, dated as of July 1, 2008, by and among Ticketmaster L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as further amended by that certain Letter, dated July 13, 2009, by and among Ticketmaster, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.
103. Clear Channel and Glendale Arena (n/k/a Jobing.com Arena) Term Sheet, dated as of October 17, 2003, by and between Live Nation (as successor to Clear Channel Communications Inc.) and Arena Management Group, LLC.
104. Arena Management, Use and Lease Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyote Center Development, LLC.
105. Agreement Regarding Renewal and Replacement Schedule, dated as of November 29, 2001, by and among City of Glendale, Coyotes Hockey, LLC and Arena Management Group, LLC.
106. Catering and Concession Agreement, dated as of July 24, 2003, by and among Aramark Sports and Entertainment Services, Inc., Coyotes Hockey, LLC, Arena Management Group, LLC and Arena Development, LLC.
107. Venue Support Service Agreement, dated as of February __, 2008, by and between AEG Facilities, Inc. and Arena Management Group, LLC.
108. Radio Agreement, dated as of June 9, 2008, by and between Capstar Radio Operating Company and Coyotes Hockey, LLC.
109. Letter Agreement, dated as of October 1, 2008, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey Club, LLC [sic] (over-the-air television) and Letter Agreement, dated as of April 22, 1999, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC, as amended by that certain Amendment to Letter of Agreement, dated as of May 23, 2003, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC (pay television).
110. Valet Parking Services Agreement, dated as of April 3, 2008, by and between Arena Management Group, LLC and Epic Consulting Inc. d/b/a Epic Valet.

111. Agreement of Employment, dated as of January 15, 2006, by and between John Browne and Coyotes Hockey, LLC, as amended by that certain Employment Agreement Amendment, effective as of May 1, 2007, by and between Coyotes Hockey, LLC and John Browne.
112. Agreement of Employment, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Bob Heethuis.
113. Douglas G. Moss Employment Agreement, effective as of January 2, 2003, by and between Coyotes Hockey, LLC and Douglas G. Moss, as amended by that certain Moss Employment Agreement Amendment and Extension, effective as of November 18, 2005, by and between Coyotes Hockey, LLC and Douglas G. Moss.
114. Employment Agreement, dated as of January 25, 2006, by and between Coyotes Hockey, LLC and Michael J. Nealy, as amended by that certain Employment Agreement and Extension, dated as of May 15, 2007, by and between Coyotes Hockey, LLC and Michael J. Nealy.
115. Agreement of Employment, dated as of June 28, 2007, by and between Coyotes Hockey, LLC and Dave Strader.
116. Memorandum of Understanding, dated as of February 22, 2006, by and between Jim Foss and Arena Management Group, LLC, as amended by that certain Employment Agreement Amendment, effective as of March 13, 2008, by and between Arena Management Group, LLC and Jim Foss.
117. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.
118. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.
119. Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of September 25, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

120. Trademark License Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.
121. Letter of Agreement, dated as of November 21, 2008, by and between Coyotes Hockey, LLC and Creative Artists Agency LLC.
122. Letter Agreement, dated as of October 29, 2008, by and between Cox Media, LLC and Coyotes Hockey, LLC.
123. Services Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.