SO ORDERED.

Dated: October 06, 2010

REDFIELD T. BAUM, SR
U.S. Bankruptcy Judge

UNITED STATES BANKRUPTCY COURT
DISTRICT OF ARIZONA

In re DEWEY RANCH HOCKEY, LLC, COYOTES HOLDINGS, LLC, COYOTES HOCKEY, LLC, and ARENA MANAGEMENT GROUP, LLC, Debtors.	Case No. 2:09-bk-09-09488 (Jointly Administered) Chapter 11 **STIPULATED ORDER GRANTING, IN PART, THE MOTION UNDER BANKRUPTCY CODE SECTIONS 105(a) AND 502(c) TO ESTIMATE CLAIMS RELATED TO VALLEY TOYOTA DEALERS ASSOCIATION, INC.**
This Filing Applies to: ☐ All Debtors ☒ Specified Debtors - Coyotes Hockey, LLC	

This matter is before the Court on the *Motion Under Bankruptcy Code Sections 105(a) And 502(c) To Estimate Claims Related To Glendale Contracts For Purposes Of Plan Distribution* filed on March 10, 2010 [Docket No. 1208] as amended by the *Amended Motion Under Bankruptcy Code Sections 105(a) And 502(c) To Estimate Claims Related To Glendale Contracts For Purposes Of Plan Distribution* filed on August 25, 2010 [Docket No. 1290] (collectively, the "**Motion**"), the *Declaration Of Dale Belt In Support Of Motion Under*

Bankruptcy Code Sections 105(a) And 502(c) To Estimate Claims Related To Glendale Contracts For Purposes Of Plan Distribution filed on March 11, 2010 [Docket No. 1209], as amended by the *Amended Declaration Of Dale Belt In Support Of Amended Motion Under Bankruptcy Code Sections 105(a) And 502(c) To Estimate Claims Related To Glendale Contracts For Purposes Of Plan Distribution* filed on August 25, 2010 [Docket No. 1291] (collectively, the "**Belt Declaration**"),[1] filed by Coyotes Hockey, LLC, the above-captioned debtor-in-possession (the "**Debtor**") in these jointly-administered chapter 11 cases, and the *Limited Objection of Valley Toyota Dealers Associations, Inc. to Amended Motion Under Bankruptcy Code Sections 105(a) and 502(c) to Estimate Claims Related to Glendale Contracts for Purposes of Plan Distribution* [Docket No. 1299] (the "**Limited Objection**").

THE PARTIES STIPULATE, AND THIS COURT FINDS AND CONCLUDES:

A. This Court (i) has jurisdiction over the matters raised in the Motion and the Belt Declaration under 28 U.S.C. §§ 157 and 1334; (ii) venue of this matter is proper under 28 U.S.C. §§ 1408 and 1409; (iii) this matter is a core proceeding under 28 U.S.C. § 157(b)(2); (iv) adequate and proper notice of the Motion and the Belt Declaration has been given, as set forth in the *Certificate Of Mailing* dated August 27, 2010 [Docket No. 1293], and no other or further notice is necessary; (v) the relief requested in the Motion is in the best interests of creditors and the Debtor's estate; and (vi) good cause exists for granting the relief requested in the Motion.

B. Valley Toyota Dealers Association, Inc. ("**VTDA**") and the Debtor are parties to that certain *Agreement for Sponsorship and Promotion*, dated as of December 6, 2007 (the "**VTDA Sponsorship Agreement**").

C. On June 2, 2010, the Debtor filed an amended chapter 11 plan for the purpose of

[1] Capitalized terms not defined in this Order retain the meanings given to them in the Motion.

making distributions to holders of allowed claims against the Debtor [Docket No. 1253] (the "**Plan**"). The Plan provides for the formation of a liquidation trust to make cash distributions to creditors on account of their allowed claims. *See* Plan, Article IV. The Plan requires that a sufficient amount of cash will be held in reserve to pay any disputed or contingent unsecured claims before the holders of allowed unsecured claims can receive their *pro rata* distributions of available cash under the Plan. *See* Plan § 4.02(c).

D. To bring this bankruptcy case to a conclusion, the Debtor filed the Motion seeking entry of an order under Bankruptcy Code §§ 105(a) and 502(c) estimating the Maximum Allowed Amounts of the Potential Rejection Claims against the Debtor that may arise upon rejection of certain executory contracts (the "**Glendale Contracts**"), including the VTDA Sponsorship Agreement. The limited relief requested in the Motion is to establish an appropriate reserve of funds under section 4.02(c) of the Plan.

E. VTDA filed the Limited Objection on the basis that the VTDA Sponsorship Agreement was no longer executory, and therefore no longer subject to assumption or rejection, because the VTDA Sponsorship Agreement had expired under its own terms.

F. The Motion does not: (i) establish that the Glendale Contracts, including the VTDA Sponsorship Agreement, are in fact executory; (ii) establish that the Glendale Contracts, including the VTDA Sponsorship Agreement, remain subject to assumption or rejection under Section 365 of the Bankruptcy Code; or (iii) establish allowed claim amounts for the contract counterparties to the Glendale Contracts, including the VTDA Sponsorship Agreement. The Motion seeks only to establish the Maximum Allowed Amount of the Potential Rejection Claim associated with the Glendale Contracts, including the VTDA Sponsorship Agreement.

G. The Maximum Allowed Amount of the Potential Rejection Claim associated with

the VTDA Sponsorship Agreement is to be $0.00.

IT IS ORDERED THAT:

1. The Motion is GRANTED in part, as set forth in this Order.

2. The Maximum Allowed Amount of the Potential Rejection Claim associated with the VTDA Sponsorship Agreement is hereby found to be $0.00.

3. The Motion and this Order do not establish that the VTDA Sponsorship Agreement is or is not an executory or unexpired contract. All parties' rights with respect to such issues are preserved and unaffected by the Motion and this Order.

SQUIRE, SANDERS & DEMPSEY L.L.P.

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