SO ORDERED.

Dated: May 27, 2009

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, ARENA MANAGEMENT GROUP, LLC, Debtors.	Case No. 2:09-bk-09488-RTB (Jointly Administered) Chapter 11
This Filing Applies to: ■ All Debtors ☐ Specific Debtors	

INTERIM ORDER AMONG THE DEBTORS, THE CITY OF GLENDALE, ARIZONA, AND THE UNITED STATES TRUSTEE UNDER 11 U.S.C. §§ 105(a), 345 AND 363: (A) AUTHORIZING MAINTENANCE OF EXISTING BANK ACCOUNTS; AND (B) ALLOWING DEBTORS TO CONTINUE USING EXISTING BUSINESS FORMS

On the motion dated May 5, 2009 (the "**Motion**")[1] of the above-captioned debtors-in-possession (the "**Debtors**") for entry

[1] Capitalized terms used but not defined in this Interim Order shall have the meaning ascribed in the Motion.

of an order, under Sections 105(a), 345, and 363 of the United States Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), authorizing the Debtors to maintain existing bank accounts and authorizing the continued use of the Debtors' business forms; and on the "Declaration of Michael Nealy in Support of Chapter 11 Petitions and First Day Motions" and on the "Omnibus Statement of Fact in Support of Chapter 11 Petitions and First Day Motions"; and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors and all other parties-in-interest; and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and the Court having jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor,

IT IS ORDERED THAT:

1. The Motion is GRANTED on an interim basis.

2. The Debtors are authorized to maintain their existing Bank Accounts without change or disruption as requested in the Motion and to operate in the ordinary course of business under

depository or similar contracts and agreements between Depository Bank and the Debtors.

3. The Bank Accounts shall be deemed debtor-in-possession accounts and that their maintenance and continued use, in the same manner and with the same account numbers, styles, and document forms as those employed before the Petition Date is authorized. The Debtors' right in this regard is subject to further review by the Office of the United States Trustee, who may at a later date, in its discretion, require the Debtors to reflect on their bank documents that they are debtors-in-possession under Chapter 11 of the Bankruptcy Code.

5. The Depository Bank is authorized to honor all representations from the Debtors as to which checks should be honored or dishonored.

6. Any final payment made by a Depository Bank at which the Debtors maintained an account before the Petition Date, or any instrument issued by a Depository Bank on behalf of the Debtors under a "midnight deadline" or otherwise, shall be deemed to be paid before the Petition Date, whether or not actually debited from the Debtors' Bank Accounts pre-petition. To the extent that the Debtors have directed that any pre-petition checks be dishonored, the Debtors are authorized to reserve the right to issue replacement checks to pay the amounts related to such dishonored checks, consistent with the orders of this Court. The Depository Bank shall be permitted

to reasonably rely, in good faith, upon the direction and representations from the Debtors regarding the honoring of checks. Absent gross negligence or bad faith, the Depository Banks shall not be liable for the failure to honor any checks or the inadvertent honoring of any checks which should not have been honored, as directed by the Debtors.

7. The Debtors may continue to use their existing Business Forms as requested in the Motion. The Debtors' right in this regard is subject to further review by the Office of the United States Trustee, who may at a later date, in its discretion, require the Debtors to modify its Business Forms to reflect that the Debtors are debtors-in-possession under Chapter 11 of the Bankruptcy Code.

8. Any Depository Bank with an allowable pre-petition claim against the Debtors that is subject to a right of setoff shall be entitled to, and is granted, adequate protection for the use of its cash collateral, to the extent that the funds held in a Bank Account with such Depository Bank may constitute cash collateral under Bankruptcy Code § 363(c)(2). Such adequate protection shall be provided to any Depository Bank in the form of a first priority post-petition replacement lien on its Bank Accounts to the extent such Depository Bank continues to honor checks and drafts on such Bank Accounts post-petition. Such adequate protection shall be without prejudice to the

rights of any Depository Bank to apply to this Court for additional or alternative adequate protection.

9. Notwithstanding anything in this Interim Order or the Motion to the contrary, and under Section 365(d) of the Bankruptcy Code, from the commencement of these cases forward until further order of the Court, debtor Arena Management Group, LLC, must comply with its remittance and related obligations under Sections 7.7, 8.1.2 and 8.1.3 of the *Arena Management, Use and Lease Agreement* dated as of November 29, 2001 (as it may have been modified from time to time in writing, the "**Agreement**"), and specifically must deposit all such sums (the "**Subject Funds**") within one business day of receipt into a new, segregated account at a federally-insured commercial bank labeled as the "City of Glendale Parking Fee Trust Account." No Subject Funds may be expended or otherwise disbursed until directed by final order of this Court. Nothing in this Interim Order constitutes a finding or ruling as to the ownership of the Subject Funds or the existence, validity, enforceability, or priority of any prepetition or postpetition liens on the Subject Funds. The rights of all parties with respect to Subject Funds are expressly reserved, including the effect of this Interim Order on the Subject Funds. The Debtors must account to the City of Glendale as to all Subject Funds not less than weekly.

10. Notwithstanding anything in this Interim Order or the Motion to the contrary, and under Section 365(d) of the

Bankruptcy Code, from the commencement of these cases forward until further order of the Court, debtor Arena Management Group, LLC, must comply with its remittance and related obligations under Sections 7.8, 8.2.1, and 8.2.3 of the Agreement, and specifically must deposit all such sums (the "**Base Recovery Fees**") within one business day of receipt into a new, segregated account at a federally-insured commercial bank labeled as the "Arena Recovery Fee Trust Account." No Base Recovery Fees may be expended or otherwise disbursed until directed by final order of this Court. Nothing in this Interim Order constitutes a finding or ruling as to the ownership of the Base Recovery Fees or the existence, validity, enforceability, or priority of any prepetition or postpetition liens on the Base Recovery Fees. The rights of all parties with respect to Base Recovery Fees are expressly reserved, including the effect of this Interim Order on the Base Recovery Fees. The Debtors must account to the City of Glendale and Drawbridge Special Opportunities Fund LP as to all Base Recovery Fees not less than weekly.

10. A final hearing on the Motion is scheduled for **May 27, 2009** at 9:00 a.m. Arizona Time before this Court (the "**Final Hearing**"). Any party in interest may file an objection (an "**Objection**") to the relief sought in the Motion; provided, however, that such party shall file and serve written objections upon (i) Squire, Sanders & Dempsey L.L.P., Two

Renaissance Square, 40 North Central Avenue, Suite 2700, Phoenix, AZ 85004 (Attn: Kelly Singer, Esq.); (ii) the Office of the United States Trustee for the District of Arizona, 230 North First Avenue, Suite 204, Phoenix, AZ 85003; (iii) the entities listed on the Consolidated List of Creditors Holding the 40 Largest Unsecured Claims filed pursuant to Bankruptcy Rule 1007(d); (iv) counsel for any statutory committee appointed under Bankruptcy Code § 1102; (v) counsel to the proposed buyer of the Coyotes Hockey's assets, Lewis and Roca LLP, 40 North Central Avenue, Suite 1900, Phoenix, AZ 85004 (Attn: Susan Freeman, Esq.); and (vi) counsel to the proposed debtor-in-possession lender (collectively, the "**Notice Parties**"), which Objection(s) shall be filed with the Clerk of the United States Bankruptcy Court, District of Arizona, in each case to allow actual receipt by the foregoing no later than **May 22, 2009**, at 5:00 p.m. Arizona Time.

11. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 7062 or 9014, the terms and conditions of this Interim Order shall be immediately effective and enforceable upon its entry.

12. The Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Interim Order.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted by this Interim Order in accordance with the Motion.

ORDERED ACCORDINGLY,
(Signed and Dated Above)