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**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-09488
(Jointly Administered)

Chapter 11

**EMERGENCY MOTION OF THE
DEBTORS FOR AN ORDER UNDER
SECTIONS 105(a) AND 365 OF THE
BANKRUPTCY CODE AND
BANKRUPTCY RULE 6006 (A)
APPROVING THE ASSUMPTION AND
ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND (B)
GRANTING CERTAIN RELATED
RELIEF**

**Hearing Date: TBD
Hearing Time: TBD (PDT)**

This Filing Applies to:

- All Debtors
 Specified Debtors

DEWEY RANCH HOCKEY, LLC (“**Dewey**”), COYOTES HOLDINGS, LLC (“**Coyotes Holdings**”), COYOTES HOCKEY, LLC (“**Coyotes Hockey**”), and ARENA MANAGEMENT GROUP, LLC (“**Arena Management**”, and together with Dewey, Coyotes Holdings, and Coyotes Hockey, the “**Debtors**”), debtors-in-possession in the above-captioned Chapter 11 cases (these “**Cases**”), file this Motion for an order under sections 105(a) and 365(a),

(b), and (f) of the United States Bankruptcy Code (the “**Bankruptcy Code**”) and Rule 6006 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), approving the assumption and assignment of certain executory contracts (the “**Contracts**”) in connection with Coyotes Hockey’s proposed sale (the “**Proposed Sale**”) of substantially all of its assets under that certain “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” filed on May 5, 2009 [Docket No. 18] (the “**Sale Motion**”). A listing of the Contracts Coyotes Hockey seeks to assume and assign, together with proposed cure amounts, is attached to this Motion as Exhibit “A.”

This Motion is filed on an emergency basis in connection with the relief sought in the Sale Motion. As explained below, the assumption and assignment of the Contracts is an integral part of the asset sale. For this reason, and those set forth below, it is imperative that the Court hear this Motion on an expedited basis at the June 22, 2009 hearing to consider the Sale Motion.

The relief requested in this Motion is supported by the entire record before the Court, the “Declaration Of Michael Nealy In Support Of Chapter 11 Petitions And First Day Motions” dated May 18, 2009 [Docket No. 150] (the “**Nealy Declaration**”), the “Declaration Of Earl Scudder In Support Of Sale Motion” filed under seal on May 5, 2009 (the “**Scudder Declaration**”)¹ and by the following memorandum of points and authorities.

¹ The Scudder Declaration contains sensitive and confidential information with respect to the pre-petition investment and sale efforts, and therefore, is filed under seal.

BACKGROUND

Jurisdiction and Venue

1. On May 5, 2009 (the “**Petition Date**”), the Debtors filed their voluntary petitions for relief under Chapter 11 of Title 11 of the Bankruptcy Code in the United States Bankruptcy Court for the District of Arizona (the “**Court**”).

2. The Debtors continue to operate their businesses and manage their properties as debtors-in-possession in accordance with Bankruptcy Code §§ 1107 and 1108.

3. The Court has jurisdiction over the Cases under 28 U.S.C. §§ 157 and 1334. These matters constitute core proceedings under 28 U.S.C. § 157(b)(2).

4. Dewey is an Arizona limited liability company with its principal place of business located in Yavapai County, Arizona. The remaining Debtors are affiliates of Dewey. Accordingly, venue of the Cases is proper in the District of Arizona under 28 U.S.C. §§ 1408 and 1409.

5. The statutory predicates for the relief requested in this Motion are Bankruptcy Code §§ 105 and 365 and Bankruptcy Rule 6006.

6. No trustee or examiner has been appointed in these Cases. An official committee of unsecured creditors was appointed on May 21, 2009. *See* Docket No. 176.

Facts Concerning The Debtors

7. In support of this Motion, the Debtors incorporate by reference the statements set forth in the “Omnibus Statement of Facts in Support of Chapter 11 Petitions And First Day Motions” [Docket No. 7] (the “**Omnibus Statement**”), the Nealy Declaration, and the Scudder Declaration.

8. On the Petition Date, the Debtors filed, among other things, the Sale Motion, which seeks this Court's approval of that certain Asset Purchase Agreement dated May 5, 2009 (as may be amended, the "APA"), between Coyotes Hockey and PSE Sports & Entertainment, L.P. ("PSE Sports"), subject to competing bids.

9. On June 4, 2009, the Court entered the "Order: (A) Conditionally Authorizing Conduct Of An Auction Of Coyotes Hockey, LLC's Assets; (B) Establishing Procedures To Be Employed In Connection With The Sale Including Approval Of Termination Fee; And (C) Approving Form And Manner Of Notice Of Solicitation Notice" [Docket No. 260] (the "**Bid Procedures Order**"), which conditionally approved the Debtors' proposed bid procedures to govern the sale contemplated by the Sale Motion (the "**Bid Procedures**"). Under the Bid Procedures, the Court scheduled a tentative auction and sale hearing date for June 22, 2009.

10. The Contracts are among the assets that Coyotes Hockey seeks to sell under the APA. They include fifty employment contracts with Phoenix Coyotes players and certain other Acquired Contracts (defined in the Sale Motion). The Contracts are specifically identified on Schedule 2.2(a) to the APA, which is attached to the Sale Motion,² in addition to being listed with their proposed cure amounts on the attached Exhibit "A."

11. In the Sale Motion, the Debtors informed the Court as to their intention to file a motion to assume and assign the Contracts, and to determine the amount of any cure amounts necessary to be paid in connection with their assumption and assignment. The Debtors also stated that they anticipated filing such a motion so that any hearing held with respect to the relief requested will be held on or before the final hearing to approve the sale of Coyotes Hockey's assets. Sale Motion, ¶ 24; see also Bid Procedures Order, ¶ 8.

² Schedule 2.2(a), along with other provisions of the APA, were amended. See "Second Declaration of Richard Rodier" [Docket No. 191] filed on May 26, 2009.

12. It is absolutely imperative that the Proposed Sale, or a transaction with another party, close as soon as possible. In order to maximize the sale value of the Assets, any sale would need to be completed before the start of the upcoming 2009-2010 season. Indeed, the National Hockey League (“NHL”) draft will occur on June 26 and 27, 2009, and the NHL will release its schedule for upcoming 2009-2010 season in early July, 2009. It is advantageous to transfer the Phoenix Coyotes to another location (as contemplated by the APA) before the 2009-2010 schedule is released. Accordingly, if the Proposed Sale could not close in time, potential investors or buyers of the Phoenix Coyotes would resist funding an additional season of financial losses or reduce their proposed purchase price accordingly. Therefore, the upcoming NHL draft and the NHL’s need to complete the 2009-2010 schedule by July, 2009 mandated that an expedited sale be completed and that an order approving the Sale Motion – and hence, an order approving this Motion – be entered before the NHL draft on June 26-27 if possible, and no later than June 29, 2009. Sale Motion, ¶ 10; *see also*, Scudder Declaration.

13. In this regard, the Debtors request that assumption and assignment be effective as of the closing date of the APA (or such other bidder’s asset purchase agreement, if applicable).

RELIEF REQUESTED

14. By this Motion, the Debtors request entry of an order under Bankruptcy Code §§ 105(a) and 365(a), (b) and (f) and Bankruptcy Rule 6006, approving Coyotes Hockey’s the assumption and assignment of the Contracts to PSE Sports or whomever proves to be the successful purchaser of the Coyotes Hockey’s assets. The Debtors also respectfully request a waiver of the 10-day stay imposed under Bankruptcy Rule 6006(d) in light of the importance of closing the Proposed Sale as quickly as possible.

BASIS FOR RELIEF REQUESTED

15. Section 365 of the Bankruptcy governs a debtor's ability to assume and assign executory contracts and unexpired leases. It provides, in relevant part, as follows:

Except as provided in sections 765 and 766 of this title and in subsections (b), (c), and (d) of this section, the trustee, subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor.

* * *

If there has been a default in an executory contract or unexpired lease of the debtor, the trustee may not assume such contract or lease unless, at the time of the assumption of such contract or lease, the trustee – (A) cures, or provides adequate assurance that the trustee will promptly cure, such default . . . ; (B) compensates, or provides adequate assurance that the trustee will promptly compensate, a party other than the debtor to such contract or lease, for any actual pecuniary loss to such party resulting from such default; and (C) provides adequate assurance of future performance under such contract or lease.

* * *

...notwithstanding a provision in an executory contract or unexpired lease of the debtor, or in applicable law, that prohibits, restricts, or conditions the assignment of such contract or lease, the trustee may assign such contract or lease under paragraph (2) of this subsection.

The trustee may assign an executory contract or unexpired lease of the debtor only if – (A) the trustee assumes such contract or lease in accordance with the provisions of this section; and (B) adequate assurance of future performance by the assignee of such contract or lease is provided, whether or not there has been a default in such contract or lease.

11 U.S.C. §§ 365(a), (b)(1), (f)(1), and (f)(2).

16. A debtor's ability to assume executory contracts and unexpired leases has been consistently characterized as one of the most important and basic tools available to a debtor seeking to reorganize under chapter 11. *See, e.g., Regen Capital I, Inc. v. Halperin (In re U.S.*

Wireless Data, Inc.), 547 F.3d 484, 488 (2d Cir. 2008) (contract assumption is an “important re-organizational tool”); *Eagle Ins. Co. v. Bankvest Capital Corp. (In re Bankvest Capital Corp.)*, 360 F.3d 291, 296 (1st Cir. 2004) (“one of the basic reorganization tools available). Section 365 permits a debtor “to go through the inventory of executory contracts of the debtor and decide which ones it would be beneficial to adhere to and which ones it would be beneficial to reject.” *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993).

17. It is well established that a debtor’s decision to assume and assign an executory contract or unexpired lease is governed by the “business judgment rule.” See *Richmond Leasing Co. v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985); *Four B. Corp. v. Food Barn Stores, Inc. (In re Food Barn Stores, Inc.)*, 107 F.3d 558, 567 n.16 (8th Cir. 1997); *In re U.S. Wireless Data, Inc.*, 547 F.3d at 488; *In re Lady Baltimore Foods, Inc.*, 2004 Bankr. LEXIS 1413, *19 (Bankr. D. Kan. 2004); *In re ANC Rental Corp., Inc.*, 278 B.R. 714, 723 (Bankr. D. Del. 2002); *In re First Merchants Acceptance Corp.*, 1997 Bankr. LEXIS 1492, *15 (Bankr. D. Del. 1997); *In re Pesce Baking Co.*, 43 B.R. 949, 956 (Bankr. N.D. Ohio 1984).

18. Under the business judgment rule, a court should approve a debtor’s proposed assumption and assignment if it will benefit the estate. See *id.* Furthermore, a debtor’s decision to assume and assign an executory contract should be accepted unless evidence is presented that the decision was “clearly erroneous, too speculative, or contrary to the provisions of the Bankruptcy Code.” *Richmond Leasing*, 762 F.2d at 1309; see generally *In re ANC Rental Corp.*, 278 B.R. at 723-24. Additionally, courts generally defer to the business judgment of the debtor’s management. See *In re Enron Corp.*, 2003 Bankr. LEXIS 2263, *22 (Bankr. S.D.N.Y. 2003) (“...the court generally defers to the business judgment of the debtor’s management.”).

19. Here, Coyotes Hockey has determined, using its best business judgment and in consultation with PSE Sports with respect to the Proposed Sale, that assumption and assignment of the Contracts is in the best interests of and will greatly benefit Coyotes Hockey's estate and creditors. The bulk of the Contracts are Coyotes Hockey employment and related hockey player contracts. Among the assets PSE Sports seeks to purchase under the APA is the Phoenix Coyotes hockey team. It goes without saying that the hockey team cannot play *without hockey players*. Moreover, PSE Sports is necessarily interested in assuming all contracts it determines are vital to the success of the business it is purchasing. As such, PSE Sports has specifically identified certain employment contracts, as well as other Contracts, as contracts it wishes to take assignment of. Thus, the assumption and assignment of each and every one of the Contracts is absolutely essential to the consummation of the Proposed Sale and, by extension, Coyotes' Hockey's ability to maximize the value of its assets for the benefit of its estate and creditors.

20. Likewise, the Debtors submit that any competing purchaser of Coyotes Hockey assets would likely require Coyotes Hockey to assume and assign the Contracts. For these reasons, the "business judgment test" is clearly met in this instance.

Cure Payments and Adequate Assurance of Future Performance

21. A debtor can only assume executory contracts and unexpired leases, however, if at the time of assumption it cures, or provides adequate assurance that it will promptly cure, any monetary defaults under the contracts to be assumed. 11 U.S.C. § 365(b)(1)(A). Furthermore, a debtor must also compensate, or provide adequate assurance that it will promptly compensate, the non-debtor party for actual pecuniary loss resulting from such defaults. 11 U.S.C. § 365 (B).

22. As such, attached to this Motion is a listing of the amounts Coyotes Hockey is proposing to pay as "cure payments" for each and every Contract and Lease (the "**Proposed**

Cure Payments”). These amounts reflect Coyotes Hockey’s understanding of the amounts presently due and owing under the Contracts based on its books and records.

23. To the extent any non-debtor party to the Contracts disputes the Proposed Cure Payment for its Contract or Lease, the Debtors respectfully request that such party be required to file a written objection to the Proposed Cure Amount setting forth in detail the basis for its objection and including copies of any and all documents supporting its position. The Debtors request that such objection must be filed and served on (a) the undersigned counsel for the Debtors and (b) counsel for PSE Sports so as to actually be received on or before the hearing scheduled for this Motion. The Debtors further request that any non-debtor party to the Contracts that fails to timely file and serve an objection to the Proposed Cure Payments be deemed to have consented to the Proposed Cure Payments listed on Exhibit “A,” and shall have forever waived any and all rights to contest the accuracy or sufficiency of the Proposed Cure Payments in any respect.

24. Under Bankruptcy Code § 365(b)(1)(C), a debtor must also provide adequate assurance of future performance of the executory contract or unexpired lease in order to assume such contract or leases. Similarly, Bankruptcy Code § 365(f)(2) requires adequate assurance of future performance by the assignee of the executory contract or unexpired lease for a debtor to assume and assign such contract or lease. “Adequate assurance” is not defined in the Bankruptcy Code. At the same time, the phrase is not comprised of “words of art; the legislative history of the [Bankruptcy] Code shows the [the phrase] was intended to be given a practical, pragmatic construction.” *In re Fleming Co., Inc.*, 499 F.3d 300, 307 (3d Cir. 2007); *see also, In re Sanshoe Worldwide Corp.*, 139 B.R. 585, 592 (S.D.N.Y. 1992); *Richmond Leasing*, 762 F.2d at 1309-10. What constitutes adequate assurance “must be determined by consideration of the facts of the

proposed assumption.” *Id.* Designed primarily to protect landlords, the primary determination of “adequate assurance” focuses on whether rent under an unexpired lease will be paid. *See Sanshoe Worldwide Corp.*, 139 B.R. at 592. It is also clear that “adequate assurances need not be given for every term of an executory contract.” *In re Fleming Co., Inc.*, 499 F.3d at 305.

25. In this regard, the Debtors incorporate here by this reference all factual and legal arguments contained in the “Debtors’ Memorandum Of Points And Authorities In Support Of Motion To Sell Substantially All Of Coyotes Hockey’s Assets (NHL Issues)” filed on June 5, 2009 [Docket No. 288] (the “**Relocation Memorandum**”). As set forth in the Relocation Memorandum, Coyotes Hockey and PSE Sports submitted the NHL Transfer Application Of PSE Sports & Entertainment, L.P.,” on May 22, 2009, and supplemented it at the NHL’s request on May 29, 2009 (as may be further supplemented, the “**Transfer Application**”).³ *See* “Notice Of Filing NHL Transfer Application Under Seal” dated May 29, 2009 [Docket No 228]. The Transfer Application is required to be submitted under Section 35 of the NHL By-Laws any time there is a proposed sale, assignment, or transfer of a membership in the NHL, such as that proposed under the APA.⁴

26. Likewise, in accordance with Article 36.1(a) of the NHL Constitution, on June 1, 2009, Coyotes Hockey and PSE Sports submitted to the NHL their NHL Relocation Application Of The Phoenix Coyotes (as may be supplemented, the “**Relocation Application**” and together with the Transfer Application, the “**Applications**”). *See* “Notice Of Filing NHL Relocation Application Under Seal” dated June 1, 2009 [Docket No 236].⁵

³ The Transfer Application was filed under seal in accordance with the “Order Authorizing The Debtors To File NHL Transfer And Relocation Applications Under Seal” entered by the Court on May 27, 2009 [Docket No. 211]. The Transfer Application was also supplemented on June 1, 2009, and June 5, 2009. *See* Docket Nos. 237 and 309.

⁴ The Transfer Application was filed without prejudice to the allegations in Adversary Proceeding Number 2:09-ap-494-RTBP.

⁵ The Relocation Application was filed without prejudice to the allegations in Adversary Proceeding Number 2:09-ap-494-RTBP.

27. The Applications provide the evidence of, among other things, PSE Sports' financial wherewithal and intention to comply with the Contracts. If necessary, the Debtors and PSE Sports will proffer additional evidence of adequate assurance of future performance at the hearing on the Sale Motion.

28. Under these circumstances, the Debtors submit that adequate assurance of future performance of the Contracts exists (or will exist) under Bankruptcy Code §§ 365(b)(1)(C) and (f)(2).

This Motion is Permitted Under Bankruptcy Rule 6006(e)

29. Bankruptcy Rule 6006(e) prohibits a debtor from seeking authority to assume or assign multiple executory contracts or unexpired leases in one motion unless, among other circumstances, all executory contracts or unexpired leases to be assumed and assigned are assigned to the same assignee.

30. Here, the Coyotes Hockey is seeking to assume the Contracts and assign them to the same assignee – PSE Sports – or whomever the ultimate successful purchaser of Coyotes Hockey's assets proves to be (and to the extent such prevailing purchaser wishes to purchase such Contracts). As such, this “omnibus motion” to assume the Contracts is permitted under the plain language of Bankruptcy Rule 6006(e).

Waiver Of Ten-Day Stay Imposed by Bankruptcy Rule 6006(d)

31. As discussed above and in the Sale Motion, it is absolutely imperative that Coyotes Hockey is able to close the Proposed Sale as soon as practicable after the entry of an order approving the Proposed Sale. Accordingly, the Debtors request that the Court in the discretion provided to it under Bankruptcy Rules 6006(d), waive the ten-day stay of an order

approving the assumption and assignment of the executory contracts to the Proposed Buyer arising under those same Bankruptcy Rules.

WHEREFORE, the Debtors respectfully request that the Court enter an order in the form attached granting the relief requested in this Motion and such other and further relief as the Court deems just and appropriate.

Dated: June 11, 2009.

SQUIRE, SANDERS & DEMPSEY L.L.P.

By: /s/ Thomas J. Salerno
Thomas J. Salerno
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Counsel to the Debtors-In-Possession

EXHIBIT A

The Contracts

Copies of each Contract are available on request

ASSUMPTION AND ASSIGNMENT MOTION - EXHIBIT "A"

CONTRACTS TO BE ASSUMED AND ASSIGNED

	<u>Name</u>	<u>Contract</u>	<u>Proposed Cure Amount</u>
1	Ahnelov, Jonas	Standard Player's Contract, dated June 3, 2008	\$0
2	Bernhardt, Justin	Standard Player's Contract, dated April 13, 2009	\$0
3	Boedker, Mikkel	Standard Player's Contract, dated July 1, 2008	\$0
4	Bourret, Alex	Standard Player's Contract, dated September 9, 2006	\$0
5	Bryzgalov, Ilja	Standard Player's Contract, dated January 22, 2008	\$0
6	Dawes, Nigel	Standard Player's Contract, dated August 1, 2008	\$0
7	Doan, Shane	Standard Player's Contract, dated February 14, 2007	\$0
8	Fedoruk, Todd	Standard Player's Contract, dated July 14, 2008	\$0
9	Gistedt, Joel	Standard Player's Contract, dated May 30, 2008	\$0
10	Goertzen, Steven	Standard Player's Contract, dated July 18, 2007	\$0
11	Hale, David	Standard Player's Contract, dated July 10, 2008	\$0
12	Hanzal, Martin	Standard Player's Contract, dated June 13, 2007	\$0
13	Hoggan, Jeff	Standard Player's Contract, dated July 17, 2008	\$0
14	Jones, Matt	Standard Player's Contract, dated July 16, 2008	\$0
15	Javonovski, Ed	Standard Player's Contract, dated July 13, 2006	\$0
16	Kalinin, Dimitri	Standard Player's Contract, dated July 18, 2008	\$0
17	Klee, Ken	Standard Player's Contract, dated July 11, 2007	\$0
18	Kolarik, Chad	Standard Player's Contract, dated April 15, 2008	\$0
19	Lannon, Ryan	Standard Player's Contract, dated July 17, 2008	\$0

20	Lessard, Francis	Standard Player's Contract, dated July 14, 2008	\$0
21	Lindstrom, Joakim	Standard Player's Contract, dated August 11, 2008	\$0
22	Lisin, Enver	Standard Player's Contract, dated July 5, 2006	\$0
23	Lombardi, Matthew	Standard Player's Contract, dated April 10, 2007	\$0
24	McGrattan, Brian	Standard Player's Contract, dated July 3, 2008	\$0
25	MacLean, Brett	Standard Player's Contract, dated April 28, 2008	\$0
26	May, Jeff	Standard Player's Contract, dated April 7, 2009	\$0
27	Montoya, Al	Standard Player's Contract, dated July 23, 2008	\$0
28	Mueller, Peter	Standard Player's Contract, dated July 12, 2007	\$0
29	Murray, Garth	Standard Player's Contract, dated July 18, 2008	\$0
30	Nesbitt, Derek	Standard Player's Contract, dated July 22, 2008	\$0
31	Nikulin, Alexander	Standard Player's Contract, dated August 15, 2007	\$0
32	Perrault, Joel	Standard Player's Contract, dated September 25, 2008.	\$0
33	Porter, Kevin	Standard Player's Contract, dated April 15, 2008	\$0
34	Prucha, Petr	Standard Player's Contract, dated July 16, 2007	\$0
35	Prust, Brandon	Standard Player's Contract, dated August 5, 2008	\$0
36	Reinprecht, Steven	Standard Player's Contract, dated March 6, 2006	\$0
37	Ross, Nick	Standard Player's Contract, dated April 4, 2008	\$0
38	San Antonio Hockey, LLC	Amendment to Affiliation Agreement by and between Coyotes Hockey, LLC and San Antonio Hockey, LLC effective June 2008	\$0
39	Sauer, Kurt	Standard Player's Contract, dated July 22, 2008	\$0
40	Schlemko, David	Standard Player's Contract, dated July 25, 2007	\$0

41	Smith, Wyatt	Standard Player's Contract, dated July 15, 2008	\$0
42	Spina, David	Standard Player's Contract, dated July 10, 2008	\$0
43	Sullivan, Sean	Standard Player's Contract, dated April 2, 2007	\$0
44	Tikhonov, Viktor	Standard Player's Contract, dated July 1, 2008	\$0
45	Tordjman, Josh	Standard Player's Contract, dated July 3, 2008	\$0
46	Turris, Kyle	Standard Player's Contract, dated April 1, 2008	\$0
47	Upshall, Scottie	Standard Player's Contract, dated May 10, 2007	\$0
48	Winnik, Daniel	Standard Player's Contract, dated April 7, 2006	\$0
49	Yandle, Keith	Standard Player's Contract, dated July 3, 2006	\$0
50	Zbynek, Michalek	Standard Player's Contract, dated August 1, 2006	\$0
51	Zimmerman, Michael	Standard Player's Contract, dated May 25, 2006	\$0
52	National Hockey League Players Association	Collective Bargaining Agreement, dated July 22, 2005	See Footnote [1]
53	National Hockey League	Constitution of the National Hockey League [2]	\$0
54	National Hockey League	Bylaws of the National Hockey League [2]	\$0

[1] The National Hockey League Players Association asserts that there are pre-petition cure amounts owed arising from the following former players: (1) Kevin Cromier -- either \$40,000 or \$10,500 unpaid salary; (2) Michael Morrison -- \$6,600 unpaid rental reimbursement; (3) Tony Amonte -- \$960,000 signing bonus that is subject of dispute by the NHL and Coyotes Hockey; and (4) Dale Scatchard -- \$1,066,666 buyout agreement. These amounts are currently disputed, and Coyotes Hockey is in the process of confirming whether such amounts are owed, and, assuming they are obligations of Coyotes Hockey, whether such obligations fall under the Collective Bargaining Agreement. If the amounts are determined to be due and owing under the Collective Bargaining Agreement, then such amounts will be paid as cure amounts.

[2] The precise legal nature of this agreement may be subject to dispute. As set forth in the “Debtors’ Memorandum of Points and Authorities in Support of Motion to Sell Substantially All of Coyotes Hockey’s Assets (NHL Issues)” filed on June 5, 2009 [Docket No. 288], the Debtors assert that Coyotes Hockey may assign its rights under this agreement under Bankruptcy Code § 363 or assume and assign such agreement under Bankruptcy Code § 365. By including the agreement in this Exhibit, the Debtors do not concede the legal nature of such agreement.

**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-09488-RTB
(Jointly Administered)

Chapter 11

**ORDER GRANTING THE
EMERGENCY MOTION OF THE
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SECTIONS 105(a) AND 365 OF THE
BANKRUPTCY CODE AND
BANKRUPTCY RULE 6006 (A)
APPROVING THE ASSUMPTION AND
ASSIGNMENT OF CERTAIN
EXECUTORY CONTRACTS AND (B)
GRANTING CERTAIN RELATED
RELIEF**

**Date of Hearing: TBD
Time of Hearing: TBD (PDT)**

This Filing Applies to:

- All Debtors
 Specified Debtors

This matter came before the Court on the “Emergency Motion Of The Debtors For An Order Under Sections 105(a) And 365 Of The Bankruptcy Code And Bankruptcy Rule 6006 (A) Approving The Assumption And Assignment Of Certain Executory Contracts And (B) Granting

Certain Related Relief” dated June 11, 2009 (the “**Motion**”)¹ filed by the above-captioned debtors-in-possession (the “**Debtors**”), the Omnibus Statement, the Scudder Declaration, and the Nealy Declaration.

Having reviewed the Motion, the Omnibus Statement, the Scudder Declaration, and the Nealy Declaration, this Court finds and concludes that: (i) it has jurisdiction over the matters raised in the Motion 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) the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; (v) adequate and proper notice of the Motion and the hearing on it has been given and no other or further notice is necessary; and (vi) good and sufficient cause exists for granting the relief requested in the Motion. In light of the foregoing,

IT IS ORDERED THAT:

1. The Motion is GRANTED.
2. The contracts identified on the attached Exhibit “A” (the “**Assigned Contracts**”) are deemed assumed effective on the closing date of the APA.
3. The proposed cure payments set forth in the Motion, satisfy in full any obligation of Coyotes Hockey under Bankruptcy Code §§365(b)(1)(A) and (B), with respect to the Assigned Contracts associated with such proposed cure payments, or under other applicable law, to cure any pre-petition defaults, or actual pecuniary loss resulting from such defaults.
4. The Assigned Contracts are deemed assigned to PSE Sports effective as of the closing date of the APA.
5. Under Bankruptcy Code §§ 365(b)(1)(C) and (f)(2), the parties other than Coyotes Hockey to the assumed Assigned Contracts are adequately assured of the future performance of

¹ Capitalized terms not defined in this Motion have the same meaning ascribed to them in the Motion.

such Assigned Contracts.

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

7. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

DATED AND SIGNED ABOVE

EXHIBIT A

ASSIGNED CONTRACTS

ASSUMPTION AND ASSIGNMENT MOTION - EXHIBIT "A"

CONTRACTS TO BE ASSUMED AND ASSIGNED

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13	Hoggan, Jeff	Standard Player's Contract, dated July 17, 2008	\$0
14	Jones, Matt	Standard Player's Contract, dated July 16, 2008	\$0
15	Javonovski, Ed	Standard Player's Contract, dated July 13, 2006	\$0
16	Kalinin, Dimitri	Standard Player's Contract, dated July 18, 2008	\$0
17	Klee, Ken	Standard Player's Contract, dated July 11, 2007	\$0
18	Kolarik, Chad	Standard Player's Contract, dated April 15, 2008	\$0
19	Lannon, Ryan	Standard Player's Contract, dated July 17, 2008	\$0

20	Lessard, Francis	Standard Player's Contract, dated July 14, 2008	\$0
21	Lindstrom, Joakim	Standard Player's Contract, dated August 11, 2008	\$0
22	Lisin, Enver	Standard Player's Contract, dated July 5, 2006	\$0
23	Lombardi, Matthew	Standard Player's Contract, dated April 10, 2007	\$0
24	McGrattan, Brian	Standard Player's Contract, dated July 3, 2008	\$0
25	MacLean, Brett	Standard Player's Contract, dated April 28, 2008	\$0
26	May, Jeff	Standard Player's Contract, dated April 7, 2009	\$0
27	Montoya, Al	Standard Player's Contract, dated July 23, 2008	\$0
28	Mueller, Peter	Standard Player's Contract, dated July 12, 2007	\$0
29	Murray, Garth	Standard Player's Contract, dated July 18, 2008	\$0
30	Nesbitt, Derek	Standard Player's Contract, dated July 22, 2008	\$0
31	Nikulin, Alexander	Standard Player's Contract, dated August 15, 2007	\$0
32	Perrault, Joel	Standard Player's Contract, dated September 25, 2008.	\$0
33	Porter, Kevin	Standard Player's Contract, dated April 15, 2008	\$0
34	Prucha, Petr	Standard Player's Contract, dated July 16, 2007	\$0
35	Prust, Brandon	Standard Player's Contract, dated August 5, 2008	\$0
36	Reinprecht, Steven	Standard Player's Contract, dated March 6, 2006	\$0
37	Ross, Nick	Standard Player's Contract, dated April 4, 2008	\$0
38	San Antonio Hockey, LLC	Amendment to Affiliation Agreement by and between Coyotes Hockey, LLC and San Antonio Hockey, LLC effective June 2008	\$0
39	Sauer, Kurt	Standard Player's Contract, dated July 22, 2008	\$0
40	Schlemko, David	Standard Player's Contract, dated July 25, 2007	\$0

41	Smith, Wyatt	Standard Player's Contract, dated July 15, 2008	\$0
42	Spina, David	Standard Player's Contract, dated July 10, 2008	\$0
43	Sullivan, Sean	Standard Player's Contract, dated April 2, 2007	\$0
44	Tikhonov, Viktor	Standard Player's Contract, dated July 1, 2008	\$0
45	Tordjman, Josh	Standard Player's Contract, dated July 3, 2008	\$0
46	Turris, Kyle	Standard Player's Contract, dated April 1, 2008	\$0
47	Upshall, Scottie	Standard Player's Contract, dated May 10, 2007	\$0
48	Winnik, Daniel	Standard Player's Contract, dated April 7, 2006	\$0
49	Yandle, Keith	Standard Player's Contract, dated July 3, 2006	\$0
50	Zbynek, Michalek	Standard Player's Contract, dated August 1, 2006	\$0
51	Zimmerman, Michael	Standard Player's Contract, dated May 25, 2006	\$0
52	National Hockey League Players Association	Collective Bargaining Agreement, dated July 22, 2005	See Footnote [1]
53	National Hockey League	Constitution of the National Hockey League [2]	\$0
54	National Hockey League	Bylaws of the National Hockey League [2]	\$0

[1] The National Hockey League Players Association asserts that there are pre-petition cure amounts owed arising from the following former players: (1) Kevin Cromier -- either \$40,000 or \$10,500 unpaid salary; (2) Michael Morrison -- \$6,600 unpaid rental reimbursement; (3) Tony Amonte -- \$960,000 signing bonus that is subject of dispute by the NHL and Coyotes Hockey; and (4) Dale Scatchard -- \$1,066,666 buyout agreement. These amounts are currently disputed, and Coyotes Hockey is in the process of confirming whether such amounts are owed, and, assuming they are obligations of Coyotes Hockey, whether such obligations fall under the Collective Bargaining Agreement. If the amounts are determined to be due and owing under the Collective Bargaining Agreement, then such amounts will be paid as cure amounts.

[2] The precise legal nature of this agreement may be subject to dispute. As set forth in the “Debtors’ Memorandum of Points and Authorities in Support of Motion to Sell Substantially All of Coyotes Hockey’s Assets (NHL Issues)” filed on June 5, 2009 [Docket No. 288], the Debtors assert that Coyotes Hockey may assign its rights under this agreement under Bankruptcy Code § 363 or assume and assign such agreement under Bankruptcy Code § 365. By including the agreement in this Exhibit, the Debtors do not concede the legal nature of such agreement.