

1 C. Taylor Ashworth, 010143
Alan A. Meda, 009213
2 STINSON MORRISON HECKER LLP
1850 North Central Avenue, Suite 2100
3 Phoenix, Arizona 85004
Telephone: (602) 279-1600
4 Facsimile: (602) 240-6925
tashworth@stinson.com
5 ameda@stinson.com

6 J. Gregory Milmoie (*pro hac vice application pending*)
Shepard Goldfein (*pro hac vice application pending*)
7 SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
4 Times Square
8 New York, New York 10036
Telephone: (212) 735-3000
9 Facsimile: (212) 735-2000
gregory.milmoie@skadden.com
10 shepard.goldfein@skadden.com

11 Anthony W. Clark (*pro hac vice application pending*)
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
12 One Rodney Square
Wilmington, Delaware 19899
13 Telephone: (302) 651.3000
Facsimile: (302) 651.3001
14 anthony.clark@skadden.com

15 Attorneys for the National Hockey League

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

17	In re	)	Case No. 2:09-bk-09488-RTBP
18	DEWEY RANCH HOCKEY, LLC,	)	(Motion for Joint Administration with Case Nos.
19	COYOTES HOLDINGS, LLC,	)	2:09-bk-09491, 2:09-bk-09495, and 2:09-bk-09500
20	COYOTES HOCKEY, LLC, and	)	Pending)
21	ARENA MANAGEMENT GROUP,	)	Chapter 11
22	LLC,	)	Objection of the National Hockey League to
		)	Proposed Agenda For First Day Hearings And
		)	Related Matters
23	Debtors.	)	Date: May 7, 2009
24		)	Time: 1:30 p.m.
25		)	Location: U.S. Bankruptcy Court
26		)	230 N. First Ave, Courtroom 703
		)	Phoenix, AZ 85003

27
28

1 This filing applies to:)
2 ▪ All Debtors)
3 □ Specified Debtors)

4
5 The National Hockey League (the “NHL” or the “League”), through its undersigned
6 counsel, objects to the Proposed Agenda For First Day Hearings And Related Matters and
7 respectfully states as follows.

8 These cases concern the Phoenix Coyotes hockey club (the “Club”), one of 30 franchises in
9 the NHL. Those who commenced these cases and purport to speak for the above-captioned debtors
10 (the “Debtors”), but who, as explained below, do not have the authority to do so, have filed a raft
11 of motions seeking various kinds of first day relief. Most of these motions are neither necessary or
12 appropriate at this time, and some – for example, the DIP Financing Motion¹ and the Auction
13 Procedures Motion² – would inflict substantial harm on the Debtors’ estates. Therefore, the NHL
14 respectfully submits that the Court should defer consideration of all of these motions until it has
15 determined the overarching threshold issue – who, as between former and present management, has
16 the authority to control the conduct of the business and affairs of the Debtors.

17
18 Until May 5, 2009, when these cases were filed, the Debtors’ chairman and chief executive
19 officer was Jerry Moyes who, with his wife and affiliated entities, owned a majority of the Debtors’
20 equity. However, last summer, Mr. Moyes informed the League that because of the Club’s

21 _____
22 ¹ Debtors’ Motion for Interim and Final Orders: (A) Authorizing Debtors to Obtain Post-Petition Financing; (B)
23 Authorizing Use of Cash Collateral; and (C) Determining Sufficiency of Adequate Protection. As explained below, the
financing proposed in this motion is unnecessary, since the same amount of funding on better terms is available to the
Debtors from the NHL.

24 ² Motion Of Debtors For Entry Of An Order (A) Authorizing Conduct Of An Auction Of Coyotes Hockey,
25 LLC’s Assets; (B) Establishing Procedures To Be Employed In Connection With The Sale Including Approval Of
26 Termination Fee; And (C) Approving Form And Manner Of Notice Of Conditional Cure Notice And Solicitation
27 Notice. Under this motion, the Debtors would become obligated to pay a \$4 million breakup fee to their proposed
28 purchaser if another party ultimately acquires the Club. That result is a virtual certainty on the proposed stalking horse
sale terms. It is clear that the Club must be sold in the near term, since the present owner cannot fund its operations
and, as explained below, the League has located a viable purchaser who will keep the Club in Phoenix. The proposed
stalking horse bid, on the other hand, is contingent on an impossible condition – the Club relocating to Canada, which
cannot happen, since its game schedule for next season already has been finalized and requires that it remain where it is
in the same division and conference. In effect, the motion proposes to sell something the Debtors don’t own and never
have – an NHL franchise in Ontario, instead of one in Phoenix.

1 continuing losses, he no longer was able to fund its operations, and he asked the NHL for financial
2 assistance. The NHL agreed to provide such assistance in order to permit the Club to play its
3 scheduled games for the 2008-09 season to protect both the franchise value of the Club and the
4 integrity of the League's schedule. Not to have done so would have cost hundreds of millions of
5 dollars of revenues from ticket sales and advertising not only by the Club, but also by other
6 members of the League who were scheduled to play the Club. This financial assistance was in the
7 form of advances of the Club's revenue sharing funds that were not payable until the following
8 October. However, even after the Club received the balance of the payment due from the League
9 in November, Mr. Moyes still could not fund the operations and needed even more help. The
10 League agreed to provide further financial support, which now totals approximately \$38 million, in
11 the form of additional advances on the Club's 2008-09 and 2009-10 anticipated revenue sharing
12 funds, as well as substantial loans. However, as a condition to providing this support and to protect
13 the interests of the Club and all of the other NHL franchises, the League required Mr. Moyes and
14 his affiliates to execute proxies (the "Proxies") in favor of the Commissioner of the NHL to control
15 the equity and operations of the Debtors. Copies of the Proxies are attached as Exhibit A hereto.
16 Mr. Moyes asked that he be allowed to retain his titles to avoid public embarrassment, and the
17 League so agreed, but with the express understanding that he had no authority to cause the Debtors
18 to take any actions outside the normal course of business, including filing for bankruptcy.
19

20 Since last November, both Mr. Moyes and the League have looked for buyers for the Club
21 who might be able to turn the operation around and make it a profitable enterprise. However, as
22 part of the agreement between all franchise owners and the League, no such sale may be effected,
23 nor may any franchise be relocated, without complying with the League's rules and procedures
24 governing such actions and obtaining the League's approval. As a result of the League's efforts, in
25 concert with the City of Glendale where the Coyotes play their home games, Jerry Reinsdorf,
26 majority owner of the Chicago White Sox baseball and the Chicago Bulls basketball franchises has
27 expressed interest in acquiring the Club and keeping it in Arizona. As recently as this past Friday,
28 the League told Mr. Moyes' counsel of this possible purchase transaction, and he confirmed to the

1 League that Mr. Moyes was not able to come up with anything better. However, as is now
2 apparent, Mr. Moyes secretly was negotiating a sale of the Club to Jim Balsillie, who twice before
3 unsuccessfully tried to acquire NHL franchises – the Pittsburgh Penguins and the Nashville
4 Predators – but only on the condition that he be allowed to move the team to southern Ontario. In
5 fact, Mr. Moyes filed these cases, without the League’s knowledge, just before he was scheduled to
6 meet with the Commissioner of the NHL this past Tuesday to review the details of the proposal by
7 Mr. Reinsdorf. As a result, the Commissioner immediately exercised his rights under the Proxies,
8 removed Mr. Moyes from all offices with the Club and replaced him with Mr. William Daly, who
9 is now the Debtors’ chairman and CEO. A copy of the Action By The Commissioner is Exhibit B.
10

11 The League believes that the filing of these cases by Mr. Moyes was *ultra vires* because he
12 had no authority to take such action. But regardless of whether they once did – which the NHL
13 disputes – it is clear that Mr. Moyes and the counsel he retained to represent the Debtors no longer
14 have any authority to act for or control the Debtors. We understand that Mr. Moyes and his
15 counsel take a different view, as evidenced by their lengthy filing earlier today. Thus, before
16 considering any of the pending motions on the merits, which may never be necessary, the Court
17 should direct the parties to brief and present for determination the question of who properly
18 controls these Debtors and is entitled to direct their business and affairs, including in connection
19 with these cases and any sale of the Club.
20

21 Consequently , the NHL respectfully requests that the Court reject the proposed agenda for
22 the first day hearing in these cases and order expedited proceedings on the corporate authority
23 matters addressed above.

24 The League does appreciate that, unless and until this Court orders otherwise, these cases
25 are pending before it and, therefore, the Debtors require authorization from the Court to undertake
26 actions outside the ordinary course of business. We submit that the only such matter that needs to
27 be addressed at this time is funding for the Club’s ongoing operations so that creditors can be paid
28 in the normal course. On that score, the DIP Financing Motion seeks authorization for the Debtors

1 to borrow \$2 million on an interim basis, and \$17 million overall, of which only \$12 million is
2 required for operations through June,³ on terms less favorable than the financing the Debtors have
3 been receiving for some time from the NHL. Moreover, the proposed lender, PSE Sports &
4 Entertainment L.P. (“PSE”), an affiliate of Mr. Balsillie which is the proposed purchaser of the
5 Debtors’ assets, would receive a non-consensual super-priority priming lien on the Debtors’ assets
6 ahead of the Debtors’ existing secured lenders, including the NHL.
7

8 The DIP Financing Motion (at 12-13) claims that this is the most favorable financing
9 available to the Debtors, but that is not true. The NHL is ready, willing and able to provide the
10 Debtors with up to \$2 million which is needed to preserve the status quo for the next two weeks
11 and up to an additional \$10 million of continued financing through the end of June on the same
12 terms as before, including oversight of the Club’s budget and expenditures, which terms are more
13 favorable than the financing offered by PSE and do not require any non-consensual priming of the
14 secured lenders, and to have the Court enter an order so providing. The Debtors would have
15 known this had they asked, but Mr. Moyes did not seek DIP financing from the NHL because he
16 and Mr. Balsillie wanted to keep their intention to file these cases a secret, since they knew the
17 League would not permit them to do so. Thus, there is no need, and certainly no equitable basis, to
18 alter the status quo, even on an interim basis, as requested in the DIP Financing Motion which,
19 therefore, should be continued, along with all the other motions, pending the Court’s determination
20 of the corporate authority issue.
21
22
23
24
25
26
27

28 ³ The DIP Financing Motion states that \$5 million of this financing would be reserved for payment to the professionals. Of course, if, as the League contends, these cases were not properly filed and there is no need for the Debtors to be or remain in chapter 11, these expenses will not be necessary.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Conclusion

For the foregoing reasons, the NHL respectfully requests that the Court reject the proposed agenda for the first day hearing in these cases and order expedited proceedings on the corporate authority matters.

DATED: May 7, 2009

STINSON MORRISON HECKER LLP

By: /s/ C. Taylor Ashworth (#010142)
C. Taylor Ashworth
Alan A. Meda

and

SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP
J. Gregory Milmo
Anthony W. Clark
Attorneys for the National Hockey League

EXHIBIT "A"

COYOTES HOCKEY, LLC
IRREVOCABLE PROXY
Coyotes Holdings, LLC

This irrevocable proxy, which is coupled with an interest, is granted by the undersigned to the Commissioner of the National Hockey League (the "NHL") in respect of its 91.79% ownership interest in Coyotes Hockey, LLC, a Delaware limited liability company (the "Club"), which is the holder of the Phoenix Coyotes NHL franchise, to provide for the continued management, operation, ownership and financing of the Club and its affiliates in order, among other things, to preserve and protect the interests of the NHL and its member clubs, including the Club, and the reputation and integrity of the NHL and professional hockey.

The undersigned hereby irrevocably appoints, with immediate effect, the Commissioner of the NHL (whoever he or she is now or from time to time hereafter may be) (the "Commissioner"), as its true and lawful attorney and proxy in respect of all of the undersigned's interest and rights in the Club, including without limitation a 91.79% ownership interest in, and all rights as managing member of, the Club (collectively, referred to herein as the "Coyotes Interests"; the term "Coyotes Interests" shall be deemed to include, without limitation, all of the limited liability company interests, shares, membership interests or units issued by the Club or any successor that, in the future, may be registered in the name of the undersigned, whether voting or non-voting), with all powers the undersigned possesses, and with full power of substitution and resubstitution, to vote or express consent or dissent in the sole discretion of such proxy in respect of all of the Coyotes Interests to the extent they are entitled to vote or express consent or dissent (whether by operation of law or otherwise) in each case for any and all purposes and upon any and all subjects, matters and issues (collectively, the "Voting Rights"), including, without limitation, the following:

(a) the removal and appointment or election of directors, managers, managing members, general partners, officers and/or other agents of the Club and/or any of its subsidiaries;

(b) the voluntary or involuntary bankruptcy, dissolution, liquidation, termination or reorganization of the Club and/or any of its subsidiaries, or the appointment of any conservator of, or trustee or similar official for the Club and/or any of its subsidiaries, or any substantial part of any of its assets (including, in the event any of the foregoing is commenced or initiated involuntarily, consenting to such);

(c) the negotiation, compromise, refinancing and/or readjustment of credit, indebtedness or other arrangements with lenders and other providers of financing and/or credit to the Club and/or any of its subsidiaries, and including, without limitation, any such matters relating to the subsidiaries of the Club in which the Club may participate, whether as guarantor, surety or otherwise;

(d) the sale, transfer, recapitalization, restructuring, dilution, cancellation, or other disposition of any of the equity interests of the undersigned in the Club and/or any of its subsidiaries, or the issuance of any new class of equity interests by the Club and/or any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(e) the sale of all or substantially all of the assets of the Club and/or any of its subsidiaries, any sale, consolidation, or merger of the Club and/or any of its subsidiaries, or the purchase, sale, transfer, lien, pledge, hypothecation or other disposition of any assets of the Club and/or any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(f) all of the voting, consent, dissent, approval and any other rights otherwise arising under any limited liability company agreement, operating agreement, contribution agreement, registration rights agreement, security holders agreement, management services agreement, partnership agreement, certificate of limited partnership, certificate or articles of incorporation, bylaws or other similar documents or otherwise arising by law; and

(g) any and all other issues relating to the management and operation of the Club and/or any of its subsidiaries.

This proxy is irrevocable (notwithstanding any provisions of the Second Amended and Restated Limited Liability Company Agreement of Coyotes Hockey, LLC or any other organic document of the Club to the contrary) and coupled with an interest, and, to the extent permitted by law, shall survive beyond any time period limitation that may exist, whether under the Delaware Limited Liability Company Act or otherwise. The voting, consent or dissent rights granted by this irrevocable proxy may be exercised by the proxy at any time and from time to time at any meeting or in writing or in any other form or forum permitted by law.

The undersigned acknowledges and agrees that the transfer of any interest in the Club shall at all times remain subject to the prior written consent of the NHL, which consent may be granted or withheld by the NHL in its sole discretion.

The undersigned, on its own behalf and on behalf of its past, present, and future attorneys, servants, representatives, insurers, employees affiliates, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (all such persons and entities are hereinafter collectively referred to as the "Releasing Parties"), hereby irrevocably releases and forever discharges the Commissioner, any other proxy substituted or resubstituted for the Commissioner, the NHL (including without limitation each member club of the NHL including future member clubs of the NHL, but not including the Club and its successors and assigns as holders of the Phoenix Coyotes franchise) and each of their past, present, and future attorneys, servants, representatives, insurers, employees, affiliates, members, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (collectively, "Affiliated NHL Parties") from any and all claims, demands, obligations, suits, damages, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether arising by statute, common law, or otherwise, both direct and indirect, of whatever kind or nature, whether known or unknown ("Claims"), arising out of, in connection with, or in any way relating to any conduct, act, omission, transaction or occurrence taken (or omitted to be taken) or occurring at any time under, pursuant or otherwise in relation to the powers granted by this irrevocable proxy, together with all Claims arising as a result thereof (other than acts, omissions, transactions or occurrences constituting willful misconduct). The Releasing Parties individually, jointly and severally, covenant and agree not to bring any action, proceeding, suit, or claim, or to execute, attach, levy,

distrain or pursue any other legal process or take any steps in furtherance of the same against any or all of the Affiliated NHL Parties or their properties in respect of the matters released hereunder.

This irrevocable proxy revokes any other proxy granted by the undersigned at any time with respect to the Coyotes Interests. The undersigned acknowledges and agrees that immediately upon the execution by the undersigned of this irrevocable proxy, the undersigned shall have no right or ability to exercise any Voting Rights.

Notwithstanding anything herein to the contrary, all agreements, contracts and accords between the undersigned and the Club and/or any of the Affiliated NHL Parties (including without limitation (i) that certain Consent Agreement, dated as of September 27, 2006, by and among the NHL, the Club, the undersigned, and certain other parties thereto, and (ii) that certain Guaranty, dated as of September 27, 2006, by the undersigned and certain other parties in favor of the NHL) remain valid and in full force and effect unless expressly modified by this irrevocable proxy.

Notwithstanding anything contained herein or in any other document to the contrary, the NHL shall be under no obligation to fund the operations of the Club or any of its subsidiaries or other affiliates at any time, but rather any decision by the NHL to fund the operations of the Club or any of its subsidiaries or other affiliates shall be at the sole and absolute discretion of the NHL.

The undersigned represents and warrants that, in granting this irrevocable proxy, it has proceeded voluntarily and with the advice of attorneys of its own choosing, that its managers have read the terms of this irrevocable proxy and reviewed such terms with their attorneys, that the terms of this irrevocable proxy have been fully and completely read and explained to its managers by their attorneys, and that such terms are fully understood and voluntarily accepted by it and its managers, with no duress or coercion of any kind.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned hereby executes and delivers this irrevocable proxy as of the ____ day of November, 2008.

COYOTES HOLDINGS, LLC

By: *Jerry Moyes*
Name: Jerry Moyes
Title: Manager

By: _____
Name: Jeff Shumway
Title: Manager

Arizona)
Maricopa) ss
)

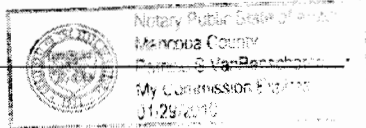
On this 14th day of November, 2008, before me, a Notary Public within and for said County, personally appeared Jerry Moyes, to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that he is the person signatory to the foregoing instrument, and that said instrument is the free act and deed of said person.

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal)

Patricia S. VanBenschoten
Notary Public

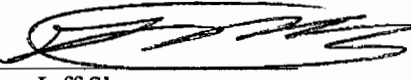
My commission expires: _____



IN WITNESS WHEREOF, the undersigned hereby executes and delivers this irrevocable proxy as of the 14th day of November, 2008.

COYOTES HOLDINGS, LLC

By: _____
Name: Jerry Moyes
Title: Manager

By: 
Name: Jeff Shumway
Title: Manager

_____) ss
_____)

On this ___ day of November, 2008, before me, a Notary Public within and for said County, personally appeared Jerry Moyes, to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that he is the person signatory to the foregoing instrument, and that said instrument is the free act and deed of said person.

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal)

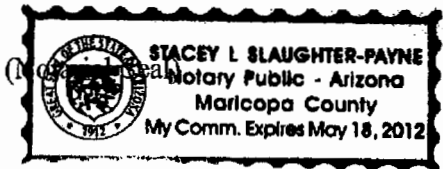
Notary Public

My commission expires: _____.

_____))
_____) ss
_____)

On this ___ day of November, 2008, before me, a Notary Public within and for said County, personally appeared Jeff Shumway, to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that he is the person signatory to the foregoing instrument, and that said instrument is the free act and deed of said person.

In witness whereof I hereunto set my hand and official seal.



Stacey L. Slaughter-Payne

Notary Public

My commission expires: May 18, 2012.

ARENA MANAGEMENT GROUP, LLC
IRREVOCABLE PROXY
Coyotes Holdings, LLC

This irrevocable proxy, which is coupled with an interest, is granted by the undersigned to the Commissioner of the National Hockey League (the "NHL") in respect of all of its interests as sole member of Arena Management Group, LLC ("Arena Management"), which manages the arena of the Phoenix Coyotes NHL Franchise, which is held by Coyotes Hockey, LLC, a Delaware limited liability company (the "Club"), to provide for the continued management, operation, ownership and financing of the Club and its affiliates in order, among other things, to preserve and protect the interests of the NHL and its member clubs, including the Club, and the reputation and integrity of the NHL and professional hockey.

The undersigned hereby irrevocably appoints, with immediate effect, the Commissioner of the NHL (whoever he or she is now or from time to time hereafter may be) (the "Commissioner"), as its true and lawful attorney and proxy in respect of all of the undersigned's interest and rights in Arena Management, including without limitation a 100% membership interest in Arena Management (collectively, referred to herein as the "Arena Interests"; the term "Arena Interests" shall be deemed to include, without limitation, all of the limited liability company interests, shares, membership interests or units issued by Arena Management or any successor that, in the future, may be registered in the name of the undersigned, whether voting or non-voting), with all powers the undersigned possesses, and with full power of substitution and resubstitution, to vote or express consent or dissent in the sole discretion of such proxy in respect of all of the Arena Interests to the extent they are entitled to vote or express consent or dissent (whether by operation of law or otherwise) in each case for any and all purposes and upon any and all subjects, matters and issues (collectively, the "Voting Rights"), including, without limitation, the following:

- (a) the removal and appointment or election of directors, managers, managing members, general partners, officers and/or other agents of Arena Management and/or any of its subsidiaries;
- (b) the voluntary or involuntary bankruptcy, dissolution, liquidation, termination or reorganization of Arena Management and/or any of its subsidiaries, or the appointment of any conservator of, or trustee or similar official for Arena Management and/or any of its subsidiaries, or any substantial part of any of its assets (including, in the event any of the foregoing is commenced or initiated involuntarily, consenting to such);
- (c) the negotiation, compromise, refinancing and/or readjustment of credit, indebtedness or other arrangements with lenders and other providers of financing and/or credit to Arena Management and/or any of its subsidiaries, and including, without limitation, any such matters relating to the subsidiaries of Arena Management in which Arena Management may participate, whether as guarantor, surety or otherwise;
- (d) the sale, transfer, recapitalization, restructuring, dilution, cancellation, or other disposition of any of the equity interests of the undersigned in Arena Management and/or any of its subsidiaries, or the issuance of any new class of equity interests by Arena Management and/or

any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(e) the sale of all or substantially all of the assets of Arena Management and/or any of its subsidiaries, any sale, consolidation, or merger of Arena Management and/or any of its subsidiaries, or the purchase, sale, transfer, lien, pledge, hypothecation or other disposition of any assets of Arena Management and/or any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(f) all of the voting, consent, dissent, approval and any other rights otherwise arising under any limited liability company agreement, operating agreement, contribution agreement, registration rights agreement, security holders agreement, management services agreement, partnership agreement, certificate of limited partnership, certificate or articles of incorporation, bylaws or other similar documents or otherwise arising by law; and

(g) any and all other issues relating to the management and operation of Arena Management and/or any of its subsidiaries.

This proxy is irrevocable (notwithstanding any provisions of the Arena Management Group, LLC Limited Liability Company Agreement or any other organic document of Arena Management to the contrary) and coupled with an interest, and, to the extent permitted by law, shall survive beyond any time period limitation that may exist, whether under the Delaware Limited Liability Company Act or otherwise. The voting, consent or dissent rights granted by this irrevocable proxy may be exercised by the proxy at any time and from time to time at any meeting or in writing or in any other form or forum permitted by law.

The undersigned acknowledges and agrees that the transfer of any interest in Arena Management shall at all times remain subject to the prior written consent of the NHL, which consent may be granted or withheld by the NHL in its sole discretion.

The undersigned, on its own behalf and on behalf of its past, present, and future attorneys, servants, representatives, insurers, employees affiliates, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (all such persons and entities are hereinafter collectively referred to as the "Releasing Parties"), hereby irrevocably releases and forever discharges the Commissioner, any other proxy substituted or resubstituted for the Commissioner, the NHL (including without limitation each member club of the NHL including future member clubs of the NHL, but not including Arena Management and its successors and assigns as holders of the Phoenix Coyotes franchise) and each of their past, present, and future attorneys, servants, representatives, insurers, employees, affiliates, members, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (collectively, "Affiliated NHL Parties") from any and all claims, demands, obligations, suits, damages, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether arising by statute, common law, or otherwise, both direct and indirect, of whatever kind or nature, whether known or unknown ("Claims"), arising out of, in connection with, or in any way relating to any conduct, act, omission, transaction or occurrence taken (or omitted to be taken) or occurring at any time under,

pursuant or otherwise in relation to the powers granted by this irrevocable proxy, together with all Claims arising as a result thereof (other than acts, omissions, transactions or occurrences constituting willful misconduct). The Releasing Parties individually, jointly and severally, covenant and agree not to bring any action, proceeding, suit, or claim, or to execute, attach, levy, distrain or pursue any other legal process or take any steps in furtherance of the same against any or all of the Affiliated NHL Parties or their properties in respect of the matters released hereunder.

This irrevocable proxy revokes any other proxy granted by the undersigned at any time with respect to the Arena Interests. The undersigned acknowledges and agrees that immediately upon the execution by the undersigned of this irrevocable proxy, the undersigned shall have no right or ability to exercise any Voting Rights.

Notwithstanding anything herein to the contrary, all agreements, contracts and accords between the undersigned and Arena Management and/or any of the Affiliated NHL Parties (including without limitation (i) that certain Consent Agreement, dated as of September 27, 2006, by and among the NHL, Arena Management, the undersigned, and certain other parties thereto, and (ii) that certain Guaranty, dated as of September 27, 2006, by the undersigned and certain other parties in favor of the NHL) remain valid and in full force and effect unless expressly modified by this irrevocable proxy.

Notwithstanding anything contained herein or in any other document to the contrary, the NHL shall be under no obligation to fund the operations of Arena Management, the Club or any of their subsidiaries or other affiliates at any time, but rather any decision by the NHL to fund the operations of Arena Management, the Club or any of their subsidiaries or other affiliates shall be at the sole and absolute discretion of the NHL.

The undersigned represents and warrants that, in granting this irrevocable proxy, it has proceeded voluntarily and with the advice of attorneys of its own choosing, that its managers have read the terms of this irrevocable proxy and reviewed such terms with their attorneys, that the terms of this irrevocable proxy have been fully and completely read and explained to its managers by their attorneys, and that such terms are fully understood and voluntarily accepted by it and its managers, with no duress or coercion of any kind.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned hereby executes and delivers this irrevocable proxy as of the ____ day of November, 2008.

COYOTES HOLDINGS, LLC

By: [Signature]
Name: Jerry Moyes
Title: Manager

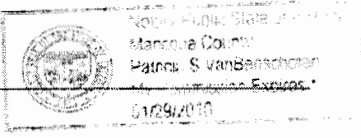
By: _____
Name: Jeff Shunway
Title: Manager

Arizona)
Maricopa) ss
)

On this 17th day of November, 2008, before me, a Notary Public within and for said County, personally appeared Jerry Moyes, to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that he is the person signatory to the foregoing instrument, and that said instrument is the free act and deed of said person.

In witness whereof I hereunto set my hand and official seal.

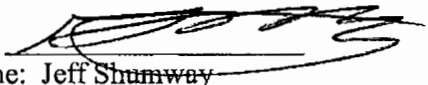
(Notarial Seal) Patricia S VanBenschoten
Notary Public

My commission expires: _____


IN WITNESS WHEREOF, the undersigned hereby executes and delivers this irrevocable proxy as of the 14th (day of November, 2008.

COYOTES HOLDINGS, LLC

By: _____
Name: Jerry Moyes
Title: Manager

By: 
Name: Jeff Shumway
Title: Manager

_____) ss
_____)

On this ___ day of November, 2008, before me, a Notary Public within and for said County, personally appeared Jerry Moyes, to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that he is the person signatory to the foregoing instrument, and that said instrument is the free act and deed of said person.

In witness whereof I hereunto set my hand and official seal.

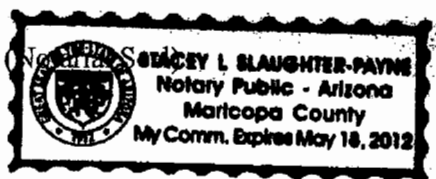
(Notarial Seal) _____
Notary Public

My commission expires: _____.

_____))
_____)) ss
_____)

On this ___ day of November, 2008, before me, a Notary Public within and for said County, personally appeared Jeff Shumway, to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that he is the person signatory to the foregoing instrument, and that said instrument is the free act and deed of said person.

In witness whereof I hereunto set my hand and official seal.



Stacey L. Slaughter-Payne

Notary Public

My commission expires: May 18, 2012.

COYOTES HOLDINGS, LLC
IRREVOCABLE PROXY
The Jerry and Vickie Moyes Family Trust

This irrevocable proxy, which is coupled with an interest, is granted by the undersigned to the Commissioner of the National Hockey League (the "NHL") in respect of its (i) 75.14% membership interest and (ii) rights as the Moyes Member (as defined in the Amended and Restated Coyotes Holdings, LLC Operating Agreement), in each case in Coyotes Holdings, LLC, a Delaware limited liability company (the "Coyotes Holdings"), which is the managing member and owner of 91.79% of the units of Coyotes Hockey, LLC, a Delaware limited liability company (the "Club"), which is the holder of the Phoenix Coyotes NHL franchise, to provide for the continued management, operation, ownership and financing of Coyotes Holdings, the Club and their affiliates in order, among other things, to preserve and protect the interests of the NHL and its member clubs, including the Club, and the reputation and integrity of the NHL and professional hockey.

The undersigned hereby irrevocably appoints, with immediate effect, the Commissioner of the NHL (whoever he or she is now or from time to time hereafter may be) (the "Commissioner"), as its true and lawful attorney and proxy in respect of all of the undersigned's interest and rights in Coyotes Holdings, including without limitation a 75.14% membership interest in Coyotes Holdings and rights as the Moyes Member in Coyotes Holdings (collectively, referred to herein as the "Coyotes Interests"; the term "Coyotes Interests" shall be deemed to include, without limitation, all of the limited liability company interests, shares, membership interests or units issued by Coyotes Holdings or any successor that, in the future, may be registered in the name of the undersigned, whether voting or non-voting), with all powers the undersigned possesses, and with full power of substitution and resubstitution, to vote or express consent or dissent in the sole discretion of such proxy in respect of all of the Coyotes Interests to the extent they are entitled to vote or express consent or dissent (whether by operation of law or otherwise) in each case for any and all purposes and upon any and all subjects, matters and issues (collectively, the "Voting Rights"), including, without limitation, the following:

(a) the removal and appointment or election of directors, managers, managing members, general partners, officers and/or other agents of Coyotes Holdings and/or any of its subsidiaries;

(b) the voluntary or involuntary bankruptcy, dissolution, liquidation, termination or reorganization of Coyotes Holdings and/or any of its subsidiaries, or the appointment of any conservator of, or trustee or similar official for Coyotes Holdings and/or any of its subsidiaries, or any substantial part of any of its assets (including, in the event any of the foregoing is commenced or initiated involuntarily, consenting to such);

(c) the negotiation, compromise, refinancing and/or readjustment of credit, indebtedness or other arrangements with lenders and other providers of financing and/or credit to Coyotes Holdings and/or any of its subsidiaries, and including, without limitation, any such matters relating to the subsidiaries of Coyotes Holdings in which Coyotes Holdings may participate, whether as guarantor, surety or otherwise;

(d) the sale, transfer, recapitalization, restructuring, dilution, cancellation, or other disposition of any of the equity interests of the undersigned in Coyotes Holdings and/or any of its subsidiaries, or the issuance of any new class of equity interests by Coyotes Holdings and/or any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(e) the sale of all or substantially all of the assets of Coyotes Holdings and/or any of its subsidiaries, any sale, consolidation, or merger of Coyotes Holdings and/or any of its subsidiaries, or the purchase, sale, transfer, lien, pledge, hypothecation or other disposition of any assets of Coyotes Holdings and/or any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(f) all of the voting, consent, dissent, approval and any other rights otherwise arising under any limited liability company agreement, operating agreement, contribution agreement, registration rights agreement, security holders agreement, management services agreement, partnership agreement, certificate of limited partnership, certificate or articles of incorporation, bylaws or other similar documents or otherwise arising by law; and

(g) any and all other issues relating to the management and operation of Coyotes Holdings and/or any of its subsidiaries.

This proxy is irrevocable (notwithstanding any provisions of the Amended and Restated Coyotes Holdings, LLC Operating Agreement or any other organic document of Coyotes Holdings to the contrary) and coupled with an interest, and, to the extent permitted by law, shall survive beyond any time period limitation that may exist, whether under the Delaware Limited Liability Company Act or otherwise. The voting, consent or dissent rights granted by this irrevocable proxy may be exercised by the proxy at any time and from time to time at any meeting or in writing or in any other form or forum permitted by law.

The undersigned acknowledges and agrees that the transfer of any interest in Coyotes Holdings shall at all times remain subject to the prior written consent of the NHL, which consent may be granted or withheld by the NHL in its sole discretion.

The undersigned, on its own behalf and on behalf of its past, present, and future attorneys, servants, representatives, insurers, employees affiliates, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (all such persons and entities are hereinafter collectively referred to as the "Releasing Parties"), hereby irrevocably releases and forever discharges the Commissioner, any other proxy substituted or resubstituted for the Commissioner, the NHL (including without limitation each member club of the NHL including future member clubs of the NHL, but not including the Club and its successors and assigns as holders of the Phoenix Coyotes franchise) and each of their past, present, and future attorneys, servants, representatives, insurers, employees, affiliates, members, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (collectively, "Affiliated NHL Parties") from any and all claims, demands, obligations, suits, damages, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether arising by statute, common law,

or otherwise, both direct and indirect, of whatever kind or nature, whether known or unknown ("Claims"), arising out of, in connection with, or in any way relating to any conduct, act, omission, transaction or occurrence taken (or omitted to be taken) or occurring at any time under, pursuant or otherwise in relation to the powers granted by this irrevocable proxy, together with all Claims arising as a result thereof (other than acts, omissions, transactions or occurrences constituting willful misconduct). The Releasing Parties individually, jointly and severally, covenant and agree not to bring any action, proceeding, suit, or claim, or to execute, attach, levy, distrain or pursue any other legal process or take any steps in furtherance of the same against any or all of the Affiliated NHL Parties or their properties in respect of the matters released hereunder.

This irrevocable proxy revokes any other proxy granted by the undersigned at any time with respect to the Coyotes Interests. The undersigned acknowledges and agrees that immediately upon the execution by the undersigned of this irrevocable proxy, the undersigned shall have no right or ability to exercise any Voting Rights.

Notwithstanding anything herein to the contrary, all agreements, contracts and accords between the undersigned and Coyotes Holdings and/or any of the Affiliated NHL Parties (including without limitation (i) that certain Consent Agreement, dated as of September 27, 2006, by and among the NHL, Coyotes Holdings, the Club, the undersigned, and certain other parties thereto, and (ii) that certain Guaranty, dated as of September 27, 2006, by the undersigned and certain other parties in favor of the NHL) remain valid and in full force and effect unless expressly modified by this irrevocable proxy.

Notwithstanding anything contained herein or in any other document to the contrary, the NHL shall be under no obligation to fund the operations of Coyotes Holdings, the Club or any of their subsidiaries or other affiliates at any time, but rather any decision by the NHL to fund the operations of Coyotes Holdings, the Club or any of their subsidiaries or other affiliates shall be at the sole and absolute discretion of the NHL.

The undersigned represents and warrants that, in granting this irrevocable proxy, it has proceeded voluntarily and with the advice of attorneys of its own choosing, that its trustees have read the terms of this irrevocable proxy and reviewed such terms with their attorneys, that the terms of this irrevocable proxy have been fully and completely read and explained to its trustees by their attorneys, and that such terms are fully understood and voluntarily accepted by it and its trustees, with no duress or coercion of any kind.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned hereby executes and delivers this irrevocable proxy as of the ____ day of November, 2008.

JERRY AND VICKIE MOYES FAMILY TRUST

By: Jerry Moyes
Jerry Moyes, Trustee

By: Vickie Moyes
Vickie Moyes, Trustee

Arizona)
) ss
Maricopa)

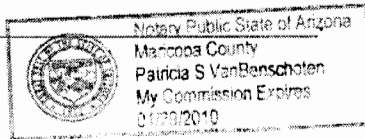
On this 14th day of November, 2008, before me, a Notary Public within and for said County, personally appeared Jerry Moyes, to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that he is the person signatory to the foregoing instrument, and that said instrument is the free act and deed of said person.

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal)

Patricia S. VanBenschoten
Notary Public

My commission expires: _____



Arizona)
Maricopa) ss
)

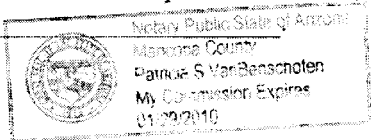
On this 14th day of November, 2008, before me, a Notary Public within and for said County, personally appeared Vickie Moyes, to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that she is the person signatory to the foregoing instrument, and that said instrument is the free act and deed of said person.

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal)

Patricia S. VanBenschoten
Notary Public

My commission expires:



COYOTES HOLDINGS, LLC
IRREVOCABLE PROXY
Coyotes Holdings MemberCo, LLC

This irrevocable proxy, which is coupled with an interest, is granted by the undersigned to the Commissioner of the National Hockey League (the "NHL") in respect of its 24.86% membership interest in Coyotes Holdings, LLC, a Delaware limited liability company (the "Coyotes Holdings"), which is the managing member and owner of 91.79% of the units of Coyotes Hockey, LLC, a Delaware limited liability company (the "Club"), which is the holder of the Phoenix Coyotes NHL franchise, to provide for the continued management, operation, ownership and financing of Coyotes Holdings, the Club and their affiliates in order, among other things, to preserve and protect the interests of the NHL and its member clubs, including the Club, and the reputation and integrity of the NHL and professional hockey.

The undersigned hereby irrevocably appoints, with immediate effect, the Commissioner of the NHL (whoever he or she is now or from time to time hereafter may be) (the "Commissioner"), as its true and lawful attorney and proxy in respect of all of the undersigned's interest and rights in Coyotes Holdings, including without limitation a 24.86% membership interest in Coyotes Holdings (collectively, referred to herein as the "Coyotes Interests"; the term "Coyotes Interests" shall be deemed to include, without limitation, all of the limited liability company interests, shares, membership interests or units issued by Coyotes Holdings or any successor that, in the future, may be registered in the name of the undersigned, whether voting or non-voting), with all powers the undersigned possesses, and with full power of substitution and resubstitution, to vote or express consent or dissent in the sole discretion of such proxy in respect of all of the Coyotes Interests to the extent they are entitled to vote or express consent or dissent (whether by operation of law or otherwise) in each case for any and all purposes and upon any and all subjects, matters and issues (collectively, the "Voting Rights"), including, without limitation, the following:

(a) the removal and appointment or election of directors, managers, managing members, general partners, officers and/or other agents of Coyotes Holdings and/or any of its subsidiaries;

(b) the voluntary or involuntary bankruptcy, dissolution, liquidation, termination or reorganization of Coyotes Holdings and/or any of its subsidiaries, or the appointment of any conservator of, or trustee or similar official for Coyotes Holdings and/or any of its subsidiaries, or any substantial part of any of its assets (including, in the event any of the foregoing is commenced or initiated involuntarily, consenting to such);

(c) the negotiation, compromise, refinancing and/or readjustment of credit, indebtedness or other arrangements with lenders and other providers of financing and/or credit to Coyotes Holdings and/or any of its subsidiaries, and including, without limitation, any such matters relating to the subsidiaries of Coyotes Holdings in which Coyotes Holdings may participate, whether as guarantor, surety or otherwise;

(d) the sale, transfer, recapitalization, restructuring, dilution, cancellation, or other disposition of any of the equity interests of the undersigned in Coyotes Holdings and/or any of its

subsidiaries, or the issuance of any new class of equity interests by Coyotes Holdings and/or any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(e) the sale of all or substantially all of the assets of Coyotes Holdings and/or any of its subsidiaries, any sale, consolidation, or merger of Coyotes Holdings and/or any of its subsidiaries, or the purchase, sale, transfer, lien, pledge, hypothecation or other disposition of any assets of Coyotes Holdings and/or any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(f) all of the voting, consent, dissent, approval and any other rights otherwise arising under any limited liability company agreement, operating agreement, contribution agreement, registration rights agreement, security holders agreement, management services agreement, partnership agreement, certificate of limited partnership, certificate or articles of incorporation, bylaws or other similar documents or otherwise arising by law; and

(g) any and all other issues relating to the management and operation of Coyotes Holdings and/or any of its subsidiaries.

This proxy is irrevocable (notwithstanding any provisions of the Amended and Restated Coyotes Holdings, LLC Operating Agreement or any other organic document of Coyotes Holdings to the contrary) and coupled with an interest, and, to the extent permitted by law, shall survive beyond any time period limitation that may exist, whether under the Delaware Limited Liability Company Act or otherwise. The voting, consent or dissent rights granted by this irrevocable proxy may be exercised by the proxy at any time and from time to time at any meeting or in writing or in any other form or forum permitted by law.

The undersigned acknowledges and agrees that the transfer of any interest in Coyotes Holdings shall at all times remain subject to the prior written consent of the NHL, which consent may be granted or withheld by the NHL in its sole discretion.

The undersigned, on its own behalf and on behalf of its past, present, and future attorneys, servants, representatives, insurers, employees affiliates, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (all such persons and entities are hereinafter collectively referred to as the "Releasing Parties"), hereby irrevocably releases and forever discharges the Commissioner, any other proxy substituted or resubstituted for the Commissioner, the NHL (including without limitation each member club of the NHL including future member clubs of the NHL, but not including the Club and its successors and assigns as holders of the Phoenix Coyotes franchise) and each of their past, present, and future attorneys, servants, representatives, insurers, employees, affiliates, members, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (collectively, "Affiliated NHL Parties") from any and all claims, demands, obligations, suits, damages, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether arising by statute, common law, or otherwise, both direct and indirect, of whatever kind or nature, whether known or unknown ("Claims"), arising out of, in connection with, or in any way relating to any conduct, act,

omission, transaction or occurrence taken (or omitted to be taken) or occurring at any time under, pursuant or otherwise in relation to the powers granted by this irrevocable proxy, together with all Claims arising as a result thereof (other than acts, omissions, transactions or occurrences constituting willful misconduct). The Releasing Parties individually, jointly and severally, covenant and agree not to bring any action, proceeding, suit, or claim, or to execute, attach, levy, distrain or pursue any other legal process or take any steps in furtherance of the same against any or all of the Affiliated NHL Parties or their properties in respect of the matters released hereunder.

This irrevocable proxy revokes any other proxy granted by the undersigned at any time with respect to the Coyotes Interests. The undersigned acknowledges and agrees that immediately upon the execution by the undersigned of this irrevocable proxy, the undersigned shall have no right or ability to exercise any Voting Rights.

Notwithstanding anything herein to the contrary, all agreements, contracts and accords between the undersigned and Coyotes Holdings and/or any of the Affiliated NHL Parties (including without limitation (i) that certain Consent Agreement, dated as of September 27, 2006, by and among the NHL, Coyotes Holdings, the Club, the undersigned, and certain other parties thereto, and (ii) that certain Guaranty, dated as of September 27, 2006, by the undersigned and certain other parties in favor of the NHL) remain valid and in full force and effect unless expressly modified by this irrevocable proxy.

Notwithstanding anything contained herein or in any other document to the contrary, the NHL shall be under no obligation to fund the operations of Coyotes Holdings, the Club or any of their subsidiaries or other affiliates at any time, but rather any decision by the NHL to fund the operations of Coyotes Holdings, the Club or any of their subsidiaries or other affiliates shall be at the sole and absolute discretion of the NHL.

The undersigned represents and warrants that, in granting this irrevocable proxy, it has proceeded voluntarily and with the advice of attorneys of its own choosing, that its manager has read the terms of this irrevocable proxy and reviewed such terms with his attorneys, that the terms of this irrevocable proxy have been fully and completely read and explained to its manager by his attorneys, and that such terms are fully understood and voluntarily accepted by it and its manager, with no duress or coercion of any kind.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned hereby executes and delivers this irrevocable proxy as of the ____ day of November, 2008.

COYOTES HOLDINGS MEMBERCO, LLC

By: Jerry Moyes
Name: Jerry Moyes
Title: Manager

Arizona)
Maricopa) ss
)

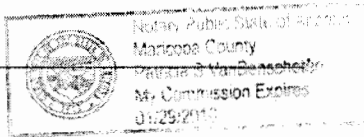
On this 14th day of November, 2008, before me, a Notary Public within and for said County, personally appeared Jerry Moyes, to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that he is the person signatory to the foregoing instrument, and that said instrument is the free act and deed of said person.

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal)

Patricia S. VanBenschoten
Notary Public

My commission expires: _____



**COYOTES HOLDINGS MEMBERCO, LLC
IRREVOCABLE PROXY**

Jerry Moyes

This irrevocable proxy, which is coupled with an interest, is granted by the undersigned to the Commissioner of the National Hockey League (the "NHL") in respect of his 99% interest in Coyotes Holdings MemberCo, LLC, a Delaware limited liability company (the "MemberCo"), which owns 24.86% of the membership interests of Coyotes Holdings, LLC, a Delaware limited liability company (the "Coyotes Holdings"), which is the managing member and owner of 91.79% of the units of Coyotes Hockey, LLC, a Delaware limited liability company (the "Club"), which is the holder of the Phoenix Coyotes NHL franchise, to provide for the continued management, operation, ownership and financing of MemberCo, Coyotes Holdings, the Club and their affiliates in order, among other things, to preserve and protect the interests of the NHL and its member clubs, including the Club, and the reputation and integrity of the NHL and professional hockey.

The undersigned hereby irrevocably appoints, with immediate effect, the Commissioner of the NHL (whoever he or she is now or from time to time hereafter may be) (the "Commissioner"), as his true and lawful attorney and proxy in respect of all of the undersigned's interest and rights in MemberCo, including without limitation a 99% membership interest in MemberCo (collectively, referred to herein as the "MemberCo Interests"; the term "MemberCo Interests" shall be deemed to include, without limitation, all of the limited liability company interests, shares, membership interests or units issued by MemberCo or any successor that, in the future, may be registered in the name of the undersigned, whether voting or non-voting), with all powers the undersigned possesses, and with full power of substitution and resubstitution, to vote or express consent or dissent in the sole discretion of such proxy in respect of all of the MemberCo Interests to the extent they are entitled to vote or express consent or dissent (whether by operation of law or otherwise) in each case for any and all purposes and upon any and all subjects, matters and issues (collectively, the "Voting Rights"), including, without limitation, the following:

(a) the removal and appointment or election of directors, managers, managing members, general partners, officers and/or other agents of MemberCo and/or any of its subsidiaries;

(b) the voluntary or involuntary bankruptcy, dissolution, liquidation, termination or reorganization of MemberCo and/or any of its subsidiaries, or the appointment of any conservator of, or trustee or similar official for MemberCo and/or any of its subsidiaries, or any substantial part of any of its assets (including, in the event any of the foregoing is commenced or initiated involuntarily, consenting to such);

(c) the negotiation, compromise, refinancing and/or readjustment of credit, indebtedness or other arrangements with lenders and other providers of financing and/or credit to MemberCo and/or any of its subsidiaries, and including, without limitation, any such matters relating to the subsidiaries of MemberCo in which MemberCo may participate, whether as guarantor, surety or otherwise;

(d) the sale, transfer, recapitalization, restructuring, dilution, cancellation, or other disposition of any of the equity interests of the undersigned in MemberCo and/or any of its subsidiaries, or the issuance of any new class of equity interests by MemberCo and/or any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(e) the sale of all or substantially all of the assets of MemberCo and/or any of its subsidiaries, any sale, consolidation, or merger of MemberCo and/or any of its subsidiaries, or the purchase, sale, transfer, lien, pledge, hypothecation or other disposition of any assets of MemberCo and/or any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(f) all of the voting, consent, dissent, approval and any other rights otherwise arising under any limited liability company agreement, operating agreement, contribution agreement, registration rights agreement, security holders agreement, management services agreement, partnership agreement, certificate of limited partnership, certificate or articles of incorporation, bylaws or other similar documents or otherwise arising by law; and

(g) any and all other issues relating to the management and operation of MemberCo and/or any of its subsidiaries.

This proxy is irrevocable (notwithstanding any provisions of the Limited Liability Company Agreement of Coyotes Holdings MemberCo, LLC or any other organic document of MemberCo to the contrary) and coupled with an interest, and, to the extent permitted by law, shall survive beyond any time period limitation that may exist, whether under the Delaware Limited Liability Company Act or otherwise. The voting, consent or dissent rights granted by this irrevocable proxy may be exercised by the proxy at any time and from time to time at any meeting or in writing or in any other form or forum permitted by law.

The undersigned acknowledges and agrees that the transfer of any interest in MemberCo shall at all times remain subject to the prior written consent of the NHL, which consent may be granted or withheld by the NHL in its sole discretion.

The undersigned, on his own behalf and on behalf of his past, present, and future attorneys, servants, representatives, insurers, employees affiliates, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (all such persons and entities are hereinafter collectively referred to as the "Releasing Parties"), hereby irrevocably releases and forever discharges the Commissioner, any other proxy substituted or resubstituted for the Commissioner, the NHL (including without limitation each member club of the NHL including future member clubs of the NHL, but not including the Club and its successors and assigns as holders of the Phoenix Coyotes franchise) and each of their past, present, and future attorneys, servants, representatives, insurers, employees, affiliates, members, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (collectively, "Affiliated NHL Parties") from any and all claims, demands, obligations, suits, damages, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether arising by statute, common law,

or otherwise, both direct and indirect, of whatever kind or nature, whether known or unknown ("Claims"), arising out of, in connection with, or in any way relating to any conduct, act, omission, transaction or occurrence taken (or omitted to be taken) or occurring at any time under, pursuant or otherwise in relation to the powers granted by this irrevocable proxy, together with all Claims arising as a result thereof (other than acts, omissions, transactions or occurrences constituting willful misconduct). The Releasing Parties individually, jointly and severally, covenant and agree not to bring any action, proceeding, suit, or claim, or to execute, attach, levy, distrain or pursue any other legal process or take any steps in furtherance of the same against any or all of the Affiliated NHL Parties or their properties in respect of the matters released hereunder.

This irrevocable proxy revokes any other proxy granted by the undersigned at any time with respect to the MemberCo Interests. The undersigned acknowledges and agrees that immediately upon the execution by the undersigned of this irrevocable proxy, the undersigned shall have no right or ability to exercise any Voting Rights.

Notwithstanding anything herein to the contrary, all agreements, contracts and accords between the undersigned and MemberCo and/or any of the Affiliated NHL Parties (including without limitation (i) that certain Consent Agreement, dated as of September 27, 2006, by and among the NHL, MemberCo, the Club, the undersigned, and certain other parties thereto, and (ii) that certain Guaranty, dated as of September 27, 2006, by the undersigned and certain other parties in favor of the NHL) remain valid and in full force and effect unless expressly modified by this irrevocable proxy.

Notwithstanding anything contained herein or in any other document to the contrary, the NHL shall be under no obligation to fund the operations of MemberCo, the Club or any of their subsidiaries or other affiliates at any time, but rather any decision by the NHL to fund the operations of MemberCo, the Club or any of their subsidiaries or other affiliates shall be at the sole and absolute discretion of the NHL.

The undersigned represents and warrants that, in granting this irrevocable proxy, he has proceeded voluntarily and with the advice of attorneys of his own choosing, that he has read the terms of this irrevocable proxy and reviewed such terms with his attorneys, that the terms of this irrevocable proxy have been fully and completely read and explained to him by his attorneys, and that such terms are fully understood and voluntarily accepted by him, with no duress or coercion of any kind.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned hereby executes and delivers this irrevocable proxy as of the ____ day of November, 2008.

By: *Jerry Moyes*
Name: Jerry Moyes

Arizona)
Maricopa) ss
)

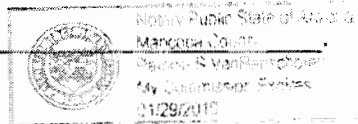
On this 14th day of November, 2008, before me, a Notary Public within and for said County, personally appeared Jerry Moyes, to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that he is the person signatory to the foregoing instrument, and that said instrument is the free act and deed of said person.

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal)

Patricia S. VanBenschoten
Notary Public

My commission expires: _____



**COYOTES HOLDINGS MEMBERCO, LLC
IRREVOCABLE PROXY**

Vickie Moyes

This irrevocable proxy, which is coupled with an interest, is granted by the undersigned to the Commissioner of the National Hockey League (the "NHL") in respect of her 1% interest in Coyotes Holdings MemberCo, LLC, a Delaware limited liability company (the "MemberCo"), which owns 24.86% of the membership interests of Coyotes Holdings, LLC, a Delaware limited liability company (the "Coyotes Holdings"), which is the managing member and owner of 91.79% of the units of Coyotes Hockey, LLC, a Delaware limited liability company (the "Club"), which is the holder of the Phoenix Coyotes NHL franchise, to provide for the continued management, operation, ownership and financing of MemberCo, Coyotes Holdings, the Club and their affiliates in order, among other things, to preserve and protect the interests of the NHL and its member clubs, including the Club, and the reputation and integrity of the NHL and professional hockey.

The undersigned hereby irrevocably appoints, with immediate effect, the Commissioner of the NHL (whoever he or she is now or from time to time hereafter may be) (the "Commissioner"), as her true and lawful attorney and proxy in respect of all of the undersigned's interest and rights in MemberCo, including without limitation a 1% membership interest in MemberCo (collectively, referred to herein as the "MemberCo Interests"; the term "MemberCo Interests" shall be deemed to include, without limitation, all of the limited liability company interests, shares, membership interests or units issued by MemberCo or any successor that, in the future, may be registered in the name of the undersigned, whether voting or non-voting), with all powers the undersigned possesses, and with full power of substitution and resubstitution, to vote or express consent or dissent in the sole discretion of such proxy in respect of all of the MemberCo Interests to the extent they are entitled to vote or express consent or dissent (whether by operation of law or otherwise) in each case for any and all purposes and upon any and all subjects, matters and issues (collectively, the "Voting Rights"), including, without limitation, the following:

(a) the removal and appointment or election of directors, managers, managing members, general partners, officers and/or other agents of MemberCo and/or any of its subsidiaries;

(b) the voluntary or involuntary bankruptcy, dissolution, liquidation, termination or reorganization of MemberCo and/or any of its subsidiaries, or the appointment of any conservator of, or trustee or similar official for MemberCo and/or any of its subsidiaries, or any substantial part of any of its assets (including, in the event any of the foregoing is commenced or initiated involuntarily, consenting to such);

(c) the negotiation, compromise, refinancing and/or readjustment of credit, indebtedness or other arrangements with lenders and other providers of financing and/or credit to MemberCo and/or any of its subsidiaries, and including, without limitation, any such matters relating to the subsidiaries of MemberCo in which MemberCo may participate, whether as guarantor, surety or otherwise;

(d) the sale, transfer, recapitalization, restructuring, dilution, cancellation, or other disposition of any of the equity interests of the undersigned in MemberCo and/or any of its subsidiaries, or the issuance of any new class of equity interests by MemberCo and/or any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(e) the sale of all or substantially all of the assets of MemberCo and/or any of its subsidiaries, any sale, consolidation, or merger of MemberCo and/or any of its subsidiaries, or the purchase, sale, transfer, lien, pledge, hypothecation or other disposition of any assets of MemberCo and/or any of its subsidiaries, in each case in return for such consideration as the Commissioner (or any other proxy substituted or resubstituted therefor) may in his sole discretion determine;

(f) all of the voting, consent, dissent, approval and any other rights otherwise arising under any limited liability company agreement, operating agreement, contribution agreement, registration rights agreement, security holders agreement, management services agreement, partnership agreement, certificate of limited partnership, certificate or articles of incorporation, bylaws or other similar documents or otherwise arising by law; and

(g) any and all other issues relating to the management and operation of MemberCo and/or any of its subsidiaries.

This proxy is irrevocable (notwithstanding any provisions of the Limited Liability Company Agreement of Coyotes Holdings MemberCo, LLC or any other organic document of MemberCo to the contrary) and coupled with an interest, and, to the extent permitted by law, shall survive beyond any time period limitation that may exist, whether under the Delaware Limited Liability Company Act or otherwise. The voting, consent or dissent rights granted by this irrevocable proxy may be exercised by the proxy at any time and from time to time at any meeting or in writing or in any other form or forum permitted by law.

The undersigned acknowledges and agrees that the transfer of any interest in MemberCo shall at all times remain subject to the prior written consent of the NHL, which consent may be granted or withheld by the NHL in its sole discretion.

The undersigned, on her own behalf and on behalf of her past, present, and future attorneys, servants, representatives, insurers, employees affiliates, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (all such persons and entities are hereinafter collectively referred to as the "Releasing Parties"), hereby irrevocably releases and forever discharges the Commissioner, any other proxy substituted or resubstituted for the Commissioner, the NHL (including without limitation each member club of the NHL including future member clubs of the NHL, but not including the Club and its successors and assigns as holders of the Phoenix Coyotes franchise) and each of their past, present, and future attorneys, servants, representatives, insurers, employees, affiliates, members, partners, predecessors, principals, heirs, executors, administrators, trustees, beneficiaries, agents, successors, and assigns (collectively, "Affiliated NHL Parties") from any and all claims, demands, obligations, suits, damages, levies, executions, judgments, debts, charges, actions, or causes of action, at law or in equity, whether arising by statute, common law,

or otherwise, both direct and indirect, of whatever kind or nature, whether known or unknown ("Claims"), arising out of, in connection with, or in any way relating to any conduct, act, omission, transaction or occurrence taken (or omitted to be taken) or occurring at any time under, pursuant or otherwise in relation to the powers granted by this irrevocable proxy, together with all Claims arising as a result thereof (other than acts, omissions, transactions or occurrences constituting willful misconduct). The Releasing Parties individually, jointly and severally, covenant and agree not to bring any action, proceeding, suit, or claim, or to execute, attach, levy, distrain or pursue any other legal process or take any steps in furtherance of the same against any or all of the Affiliated NHL Parties or their properties in respect of the matters released hereunder.

This irrevocable proxy revokes any other proxy granted by the undersigned at any time with respect to the MemberCo Interests. The undersigned acknowledges and agrees that immediately upon the execution by the undersigned of this irrevocable proxy, the undersigned shall have no right or ability to exercise any Voting Rights.

Notwithstanding anything herein to the contrary, all agreements, contracts and accords between the undersigned and MemberCo and/or any of the Affiliated NHL Parties (including without limitation (i) that certain Consent Agreement, dated as of September 27, 2006, by and among the NHL, MemberCo, the Club, the undersigned, and certain other parties thereto, and (ii) that certain Guaranty, dated as of September 27, 2006, by the undersigned and certain other parties in favor of the NHL) remain valid and in full force and effect unless expressly modified by this irrevocable proxy.

Notwithstanding anything contained herein or in any other document to the contrary, the NHL shall be under no obligation to fund the operations of MemberCo, the Club or any of their subsidiaries or other affiliates at any time, but rather any decision by the NHL to fund the operations of MemberCo, the Club or any of their subsidiaries or other affiliates shall be at the sole and absolute discretion of the NHL.

The undersigned represents and warrants that, in granting this irrevocable proxy, she has proceeded voluntarily and with the advice of attorneys of her own choosing, that she has read the terms of this irrevocable proxy and reviewed such terms with her attorneys, that the terms of this irrevocable proxy have been fully and completely read and explained to her by her attorneys, and that such terms are fully understood and voluntarily accepted by her, with no duress or coercion of any kind.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the undersigned hereby executes and delivers this irrevocable proxy as of the 14th day of November, 2008.

By: Vickie Moyes
Name: Vickie Moyes

Arizona)
) ss
Maricopa)

On this 14th day of November, 2008, before me, a Notary Public within and for said County, personally appeared Vickie Moyes, to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn did say that she is the person signatory to the foregoing instrument, and that said instrument is the free act and deed of said person.

In witness whereof I hereunto set my hand and official seal.

(Notarial Seal)

Patricia S. VanBenschoten
Notary Public

My commission expires: _____

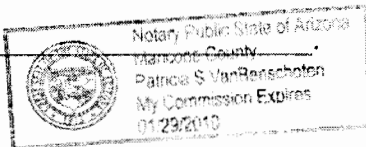


EXHIBIT "B"



ACTION BY THE COMMISSIONER

OF

THE NATIONAL HOCKEY LEAGUE

WITH RESPECT TO

**COYOTES HOLDINGS, LLC, COYOTES HOCKEY, LLC AND THE PHOENIX
COYOTES**

WHEREAS, on November 14, 2008, Jerry Moyes and Vickie Moyes each granted an irrevocable proxy (the "Moyes Proxies") to the Commissioner (the "Commissioner") of the National Hockey League (the "NHL") in respect of their respective membership interests in Coyotes Holdings MemberCo, LLC, a Delaware limited liability company ("MemberCo"), which owns 24.86% of the membership interests of Coyotes Holdings, LLC, a Delaware limited liability company ("Coyotes Holdings"), which is the managing member and owner of 91.79% of the units of Coyotes Hockey, LLC, a Delaware limited liability company (the "Club"), which is the holder of the Phoenix Coyotes NHL franchise;

WHEREAS, on November 14, 2008, the Jerry and Vickie Moyes Family Trust (the "Moyes Trust") granted an irrevocable proxy (the "Moyes Trust Proxy") to the Commissioner in respect of its 75.14% membership interest and rights as the Moyes Member in Coyotes Holdings;

WHEREAS, on November 14, 2008, MemberCo granted an irrevocable proxy (the "MemberCo Proxy") to the Commissioner in respect of its 24.86% membership interest and rights in Coyotes Holdings;

WHEREAS, on November 14, 2008, Coyotes Holdings granted an irrevocable proxy (the "Holdings Proxy") to the Commissioner in respect of its 91.79% ownership interest in, and rights as managing member of, the Club;

WHEREAS, on November 14, 2008, Coyotes Holdings granted an irrevocable proxy (the "Arena Management Proxy"; and, together with the Moyes Proxies, the Moyes Trust Proxy, the MemberCo Proxy and the Holdings Proxy, the "Coyotes Proxies") to the Commissioner in respect of its interest as sole member of Arena Management Group, LLC, a Delaware limited liability company ("Arena Management"; and, together with MemberCo, Coyotes Holdings and the Club, the "Club Entities"), which manages the arena of the Phoenix Coyotes NHL franchise.

The undersigned, being the Commissioner of the NHL, acting pursuant to the Coyotes Proxies, hereby takes the following actions set forth in the following resolutions:

RESOLVED, that Jerry Moyes is hereby removed from the following offices: (i) Chairman and Chief Executive Officer of the Club, (ii) a member of the board of managers of

Coyotes Holdings, (iii) Chairman and Chief Executive Officer of Coyotes Holdings, (iv) Chairman and Chief Executive Officer of Arena Management, (v) Chief Executive Officer of MemberCo, (vi) any other positions and/or offices held by Jerry Moyes in the Club Entities; and

FURTHER RESOLVED, that any and all other members of any board of managers of the Club Entities are hereby removed from such board;

FURTHER RESOLVED, that Jeff Shumway and Earl Scudder are hereby removed from any and all positions and/or offices of the Club Entities;

FURTHER RESOLVED, that William L. Daly, III is hereby appointed as: (i) Chairman and Chief Executive Officer of the Club, (ii) Chairman and Chief Executive Officer of Coyotes Holdings, (iii) Chairman and Chief Executive Officer of Arena Management and (iv) Chief Executive Officer and sole manager of MemberCo, to serve at the discretion of the Commissioner acting pursuant to the Coyotes Proxies; and

FURTHER RESOLVED, that David Zimmerman and William L. Daly, III are hereby appointed as members of the board of managers of Coyotes Holdings.

IN WITNESS WHEREOF, the undersigned, being the Commissioner of the NHL, has executed this written action as of this 5 day of May, 2009.

/S/

Gary B. Bettman

General Information

Case Name	Dewey Ranch Hockey, LLC
Docket Number	2:09-bk-09488
Court	United States Bankruptcy Court for the District of Arizona
Related Opinion(s)	414 B.R. 577 2009 BL 293262