SO ORDERED.

Dated: November 02, 2009

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

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

In re DEWEY RANCH HOCKEY, LLC, COYOTES HOLDINGS, LLC, COYOTES HOCKEY, LLC, and ARENA MANAGEMENT GROUP, LLC, Debtors. This filing applies to: ▪ All Debtors □ Specified Debtors	Case No. 2:09-bk-09488-RTBP (Jointly Administered) Chapter 11 **Stipulated Order Approving Amended and Clarified Bid**

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

(A) Authorizing Conduct of an Auction of Coyotes Hockey, LLC's Assets; (B) Establishing Procedures to be Employed in Connection with Sale Including Approval of Termination Fee; and (C) Approving Form and Manner of Notice of Conditional Cure Notice and Solicitation Notice (Docket No. 19) (the "Bid Procedures Motion"). The Bid Procedures Motion and matters related thereto came before this Court at hearings held on May 7, May 19, May 27, June 9, June 22, August 3, and August 11, 2009. On August 13, 2009, this Court entered an AMENDED Order Approving Bid Procedures for Auction/Sale of Phoenix Coyotes Hockey League Team and Related Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (Docket No. 638) (the "Bid Procedures Order").

In accordance with the Bid Procedures Order, the NHL, on behalf of Coyotes Newco, LLC and Arena Newco, LLC (collectively, the "Buyers") submitted a Qualified Bid (as defined in the Bid Procedures Order) on the terms set forth in a form of Asset Purchase Agreement attached to the Bid Letter (the "Bid Letter") with respect to the Acquisition of the Phoenix Coyotes National Hockey League Team and Related Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, dated as of August 25, 2009.[1] On September 3, 2009, the Buyers submitted a revised bid to the Sellers.

The Court held an auction and sale hearing on September 10 and 11, 2009 (the "Sale Hearing"), at which the Buyers amended their bid again, which was filed in definitive form with the Court on September 15, 2009. On September 30, 2009, the Court entered a minute entry/order denying, inter alia, the sale of the Debtors' assets to the NHL or the Buyers without prejudice. On October 13, 2009, the Court entered an order confirming such denial (Docket No. 1042).

On October 26, 2009, the Court held a status conference (the "Status Conference") with respect to sale of the Debtors' assets. At the Status Conference, the NHL (on the Buyers' behalf) amended and clarified its bid in open court, which bid is memorialized in a revised form of Asset

[1] On August 26, 2009, the Debtors filed a copy of the NHL's initial bid with the Court. (See Notice of Receipt of Bids Under Sale Procedures Order and Filing of Same (Docket No. 809), Ex. 1.)

Purchase Agreement among Coyotes Hockey, LLC, Arena Management Group, LLC and the Buyers, attached hereto as Exhibit A (the "APA").[2]

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

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:[3]

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

B. **Statutory Predicates**. The statutory predicates for relief are sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 3001, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

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

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[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the APA.

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

Hearing, the Status Conference or the Transaction (including the assumption and assignment of Assumed Contracts) is or shall be required.

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

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

F. **Business Justification**. The Debtors, the NHL, the secured creditors, the Creditors' Committee and the City of Glendale have demonstrated both (i) good, sufficient and sound business purposes and justifications and (ii) compelling circumstances for the Transaction other than in the ordinary course of business under section 363(b) of the Bankruptcy Code before, and outside of, a plan of reorganization in that, among other things, the immediate consummation of the Transaction with the Buyers is necessary and appropriate to maximize the value of the Estates. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to the Buyers' consummating the Transaction.

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

H. **Good Faith Purchaser**. The Buyers are good faith purchasers of the Purchased Assets (the "Assets") within the meaning of section 363(m) of the Bankruptcy Code and are therefore entitled to all of the protections afforded thereby. The Buyers have proceeded in good faith in all respects in connection with this proceeding in that: (a) the NHL made good faith efforts to assist the Debtors in finding an alternative purchaser before submitting a Qualified Bid on behalf of the Buyers; (b) the NHL and the Buyers complied with the provisions in the Bid Procedures Order; (c) the Buyers agreed to subject their bid to the competitive bidding procedures set forth in the Bid

Procedures Order; and (d) all payments to be made by the Buyers and other agreements or arrangements entered into by the Buyers in connection with the Transaction have been disclosed to the Court.

I. **Highest and Best Offer**. The auction was duly noticed and the Court conducted the auction in a non-collusive manner in accordance with, and the Debtors and Buyers have otherwise complied in all respects with, the Bid Procedures Order. The auction established in the Bid Procedures Order afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Assets under the circumstances of these Cases which include the facts that the Debtors have limited financing, the 2009-2010 hockey season is already underway, and a prompt sale is advisable to avoid further erosion of the value of the Debtors' assets. The Buyers' bid has no material conditions, is not subject to significant execution risk, will be able to close shortly after the Court's approval of the sale, and has also been approved by the NHL. The Buyers intend to close the Transaction by November 2, 2009. If for any reason the parties are unable to close the Transaction by November 2, 2009, the parties will use their commercially reasonable efforts to close the Transaction before the next anticipated date that further postpetition funding is needed from the NHL.

J. As described in more detail in the executive summary of the NHL's bid, attached hereto as Exhibit B, the Buyers' bid equals approximately $128.4 million. As a part of the Buyers' bid, assuming the Transaction closes prior to the next date following November 2, 2009, that further funding from the NHL is required by the Debtors, the Buyers will assume all prepetition and postpetition loans by the NHL (in an amount currently estimated to be approximately $36,331,000), of which $2 million is a carve-out available for administrative fees and expenses. The Buyers will also assume the obligation to pay and will pay in cash (unless otherwise agreed to by SOF Investments, L.P. ("SOF"), White Tip Investments, LLC ("White Tip") and Donatello Investments, LLC ("Donatello")) approximately $79.7 million in respect of allowed secured claims on account of prepetition loans provided by SOF, White Tip and Donatello plus accrued and unpaid interest, fees and expenses accruing from and after the Petition Date through and including

the Closing Date. The remaining $11.3 million (approximately) will be provided to the Estates in cash.

K. Furthermore, the Buyers' bid is in the best interest of the Estates because it provides payment in full for all secured creditors. In addition, the Buyers have agreed that they will offer to purchase approximately $11.6 million in designated unsecured liabilities as set forth in Schedules 2.6(v) and 2.8(v) to the APA (the "Unsecured Liabilities") at the prices set forth in such schedules and to subordinate their recovery on such claims as described below. The Buyers' purchase of the Unsecured Liabilities is conditioned upon the Closing under the APA and shall continue through the date that is 60 days following the Closing Date.

L. The Buyers' purchase of the Unsecured Liabilities does not extinguish the claims underlying the Unsecured Liabilities. The Buyers agree to voluntarily subordinate the right to receive payments from the Estates on account of underlying claims to all Allowable Unsecured Claims, other than claims of any nature whatsoever of Jerry C. Moyes, Vickie Moyes, The Jerry and Vickie Moyes Family Trust or any of their respective Affiliates.

M. The NHL agrees, at the request of the Creditors' Committee, to amend the Moyes Guaranty to reduce the maximum cap amount under the guaranty from $30 million to $15 million. Such amendment to the Moyes Guaranty is conditioned upon the Closing under the APA. The NHL, on the one hand, and Jerry C. Moyes, Vickie Moyes, and The Jerry and Vickie Moyes Family Trust, on the other hand, expressly reserve their respective rights to assert any claims, actions, causes of action and defenses they may have with respect to the Moyes Guaranty, as so amended.

N. The Buyers' bid contemplates that the Buyers will pay for the ongoing costs under the AMULA with the City of Glendale, as well as related Glendale Contracts, at least through June 30, 2010 and will use commercially reasonable efforts to enter into an amended long-term AMULA. Finally, the APA provides that, to the extent the Buyers are able to consummate a Team Sale prior to the second anniversary of the Closing Date, the Buyers will pay to the Estates an amount equal to the Net Profit received in connection with such Team Sale.

O. **Consideration**. The consideration constitutes reasonably equivalent value or fair consideration, as the case may be (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code), and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. The APA represents a fair and reasonable offer to purchase the Assets and assume or acquire liabilities under the circumstances of these Cases. No other person or entity or group of entities, other than the Buyers, has made an offer to purchase the Assets that would render greater recovery to the Estates within a reasonable period of time that was not subject to substantial uncertainty as to their ability to consummate such a transaction. Approval of the APA and the consummation of the Transaction is in the best interests of the Debtors, their creditors, the Estates and all other parties in interest.

P. **Free and Clear**. The Debtors are the sole and lawful owner of the Assets. The transfer of the Assets to the Buyers under the APA will be a legal, valid, and effective transfer of the Assets, and vests or will vest the Buyers with all right, title and interest of the Debtors to the Assets free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature whatsoever (collectively, the "Interests"), including, but not limited to, (i) those that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtors' interests in the Assets, or any similar rights and (ii) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing Date. For avoidance of doubt, all Interests shall attach to the proceeds ultimately attributable to the property against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity, force and effect, and in the same order of priority, which such Interests now have against the Assets or their proceeds, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

Q. **Satisfaction of 363(f) Standards**. The Debtors may sell the Assets free and clear of any Interests of any kind or nature whatsoever because in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each entity

that has asserted an Interest in the Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Order, consented to the Transaction or is deemed to have consented to the Transaction; (ii) has an Interest that is subject to bona fide dispute; (iii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest; or (iv) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of Interests who did not timely object to the Transaction are deemed, subject to the terms of this Order, to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Interests are adequately protected by having their Interests attach to the proceeds ultimately attributable to the property against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity, force and effect, and in the same order of priority, which such Interests now have against the Assets or their proceeds, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

R. **No Fraudulent Transfer**. The Transaction is not for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. Neither the Debtors nor the Buyers would be entering into the Transaction fraudulently.

S. **Cure/Adequate Assurance**. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Order is integral to the APA and is in the best interests of the Debtors and the Estates, creditors and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. To the extent not purchased or satisfied by the Buyers pursuant to paragraph 14 below, the Debtors have, (i) to the extent necessary, cured or provided adequate assurance of cure, of any default existing prior to the date hereof with respect to the Assumed Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) to the extent necessary, provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assumed Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code. The Buyers' promise to perform the obligations under the Assumed Contracts after the Closing Date constitutes adequate

assurance of future performance within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

T. **Prompt Consummation**. The Transaction must be approved and consummated promptly in order to preserve the viability of the business subject to the sale as going concerns, to maximize the value of the Estates. Time is of the essence is consummating the Transaction.

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

NOW, THEREFORE, IT IS ORDERED THAT:

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

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

3. **Approval**. The APA and all of the terms thereof and conditions thereto are hereby approved. The Debtors are hereby authorized and directed to (a) execute the APA, along with any additional agreements, instruments or documents that may be reasonably necessary or appropriate to implement the APA (including, without limitation, the Transition Services Agreement and the Partial Lease Assignment Agreement), provided that such additional documents do not materially change its terms; (b) consummate the Transaction in accordance with the terms and conditions of the APA and the instruments to the APA contemplated thereby; and (c) take all other and further actions as may be reasonably necessary to implement the Transaction.

4. **Free and Clear**. Except as expressly permitted or otherwise specifically provided for in the APA or this Order, pursuant to Bankruptcy Code sections 105(a) and 363(f), the Debtors are authorized and directed to transfer the Assets to the Buyers and, as of the Closing Date, the applicable Buyer shall take title to and possession of the Assets free and clear of all Interests of any

kind or nature whatsoever, including, but not limited to, any Excluded Team Liabilities or Excluded Arena Liabilities (collectively, the "Excluded Liabilities").

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

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

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

interfere with the Buyers' title to or use and enjoyment of the Assets based on or related to such Interest, or any actions that the Debtors may take in their Cases.

8. **Release of Interests**. Subject to paragraphs 4 and 36 of this Order, this Order (a) shall be effective as a determination, on the Closing Date, that all Interests of any kind or nature whatsoever existing as to the Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registers of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file,register or otherwise record or release any documents or interests, or who may be required to report or insure any title or state of title in or to any of the Assets.

9. **Direction to Release Interests**. On the Closing Date and subject to the Interests attaching to the proceeds of the Sale as provided for in paragraphs 4 and 36 of this Order, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Interests in the Assets, if any, as such Interests may have been recorded or may otherwise exist.

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

Liability, or (iii) the Buyers, their affiliates, members, or shareholders or the Assets, having any liability or responsibility to the Debtors except as is expressly set forth in the APA.

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

12. **Assumption and Assignment of Assumed Contracts**. Under sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Transaction, the Debtors' assumption and assignment of the Assumed Contracts to the Buyers free and clear of all Interests pursuant to the terms set forth in the APA, as modified by the terms of any amendments reached with the respective counterparty, is hereby approved, and the requirements of sections 365(b)(1), 365(b)(3) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Each counterparty to an Assumed Contract is hereby forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors or the Buyers, or the property of any of them, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinate) arising under or related to the Assumed Contracts existing as of the Closing Date or arising by reason of the Closing.

13. **Payment of SOF, Donatello, and White Tip Claims**. As of the Petition Date, (i) SOF shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $72,117,126.05, (ii) Donatello shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $3,749,242.91 and (iii) White Tip shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $3,749,242.91 (the

amounts described in (i), (ii) and (iii), the "SOF Allowed Petition Date Secured Claims," in the aggregate amount of $79,615,611.86). On the Closing Date, the Buyers shall assume the obligation to pay and shall pay directly to each of SOF, Donatello and White Tip cash in an amount equal to their respective SOF Allowed Petition Date Secured Claims (except as may otherwise be agreed among such parties) plus accrued and unpaid interest, fees and expenses, accruing from and after the Petition Date through and including the Closing Date.

14. **Purchase of Unsecured Liabilities**. Subject to the Closing of the APA, from the Closing Date through the date that is 60 days following the Closing Date, the Buyers shall offer, and shall use their commercially reasonable efforts, to acquire the Unsecured Liabilities, in each case for the respective amounts set forth on Schedules 2.6(v) and 2.8(v) to the APA; provided, that with respect to any Unsecured Liability set forth on Schedules 2.6(v) and 2.8(v) to the APA that is marked with an asterisk, if the Buyers, the holder and the Creditors' Committee agree on a different amount, the Buyers shall purchase the claim at such agreed amount. Within five (5) Business Days after May 1, 2010, the Buyers will pay to the Sellers' estates cash in an amount equal to the difference, if any, resulting from $11,617,879 minus the aggregate amount actually paid by the Buyers for Purchased Claims pursuant to Section 8.4 of the APA.

15. The Buyers' purchase of the Unsecured Liabilities as provided for under the APA will be evidenced as provided in Bankruptcy Rule 3001(e) by the execution and filing of the Notice of Transfer of Claim, substantially in form attached to the APA. Any such transfer conforming to the APA is hereby approved under Bankruptcy Rule 3001(e) without necessity for further notice or order of the Court. The Buyers' right to receive payments from the Estates on account of Purchased Claims shall be subordinated to all other Allowable Unsecured Claims, other than claims of any nature whatsoever of Jerry C. Moyes, Vickie Moyes, The Jerry and Vickie Moyes Family Trust or any of their respective Affiliates.

16. **Transition Services Agreement**. The Sellers are hereby authorized and directed to enter into a mutually acceptable Transition Services Agreement with the Buyers, substantially in the form attached to the APA, pursuant to which (i) the Sellers will provide to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the

extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena; and (ii) the Buyers will pay to the Sellers, as and when due under the Glendale Contracts, all fees, costs, rents and other amounts payable by the Sellers under the Glendale Contracts for the provision of goods and services thereunder. Notwithstanding the provisions of a Glendale Contract to the contrary, the execution, delivery and performance of the Transition Services Agreement shall not give rise to any default or right to terminate any such Glendale Contract, and the Buyers shall be entitled to enforce any such Glendale Contract in the name of the Sellers, consistent with the provisions of the Transition Services Agreement.

17. **Glendale Contracts**. The Sellers shall not reject the Glendale Contracts prior to the earliest of (i) June 30, 2010, and (ii) the date of a Final Order confirming a plan of reorganization of the Sellers under the Bankruptcy Code (in which case the Sellers shall take all actions required to ensure that such rejection does not become effective until June 30, 2010).

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

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

20. **Adequate Assurance**. The Buyers have provided adequate assurance of their future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyers of the Assumed Contracts have been satisfied.

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

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

23. **Cure**. Pursuant to the APA, except with respect to Cure Costs reflected in or included as Unsecured Liabilities on Schedules 2.6(v) and 2.8(v) of the APA which are purchased by the Buyers in accordance with Section 8.4 of the APA and which shall be the obligation of the Buyers pursuant to the terms of this Order, the Debtors at the request of the Buyers shall, on or prior to the Closing Date or such later date as may be set forth herein, in any other Final Order of this Court with respect to Added Contracts or in a written agreement between a Buyer and the Person entitled thereto, pay to such Person the Cure Cost identified on Schedule 2.9 of the APA, or as otherwise provided for in paragraph 24 herein, necessary to cure any and all monetary defaults and breaches under and satisfy (or, with respect to any Assumed Liability that cannot be rendered non-contingent and liquidated prior to the Closing Date, make effective provision reasonably satisfactory to the Bankruptcy Court for satisfaction from funds of the Buyers) any Assumed Liability with respect to each Assumed Contract with such Person as may be assumed by the Sellers and assigned to the Buyers in accordance with the provisions of section 365 of the Bankruptcy Code and the APA. The Sellers and the Buyers acknowledge and agree that each Unsecured Liability set forth on Schedules 2.6(v) and 2.8(v) to the APA which is marked by a hash symbol (#) does not reflect or include any Cure Costs. In cases in which the Sellers and the Buyers are unable to establish in good faith that a default exists with respect to an Assumed Contract, the Sellers shall require that the Bankruptcy Court determine that the relevant Cure Cost for such Assumed Contract is $0. The payment of the applicable Cure Costs (if any) shall (a) effect a cure of all defaults existing thereunder as of the Closing Date, (b) compensate for any actual pecuniary

loss to such non-Debtor party resulting from such default, and (c) together with the assumption of the Assumed Contracts by the Debtor, constitute adequate assurance of future performance thereof. The non-Debtor party or parties to each Assumed Contract, upon receipt of their Cure Costs, if any, are enjoined and forever barred from asserting against the Buyers, any of their affiliates or any of the Assets: (i) any fee, default, breach, claim or pecuniary loss arising under or related to the Assumed Contract existing as of the Closing Date or arising by reason of the Closing, and (ii) any objection to the assumption and assignment of such non-Debtor party's Assumed Contracts.

24. **Disputed Cure Costs**. On or before the Closing Date, the Debtors shall reserve in a segregated account sufficient funds to pay in full any disputed Cure Cost that is asserted by a non-Debtor party to an Assumed Contract in an objection to be filed no later than [30] days after the entry of this Order (the "Disputed Cure Costs"). The funds reserved for any given Disputed Cure Cost may be paid (a) without further order of the Court upon the filing of a written stipulation between the applicable Buyer, the non-Debtor party and the Creditors' Committee resolving the Disputed Cure Cost of said non-Debtor party or (b) pursuant to an order of this Court. If the Debtors and the Buyers are unable to resolve any Disputed Cure Costs by December 31, 2009, a status conference will be held at January 13, 2010 at 1:30 p.m. (MST), or as soon thereafter as possible, regarding such unresolved Disputed Cure Costs. Resolution, or lack thereof, of a Disputed Cure Cost shall not prevent the Transaction from Closing.

25. **The Arena Management, Use and Lease Agreement**. The Sellers are hereby authorized and directed to enter into a Partial Lease Assignment Agreement with the Buyers, substantially in the form attached to the APA, pursuant to which, (i) the Sellers will assign to the Buyers, pursuant to Section 17.2 of the AMULA, all of the Sellers' rights under the AMULA; (ii) the Buyers will pay either to the Sellers or to the City on behalf of the Sellers, on or before the dates such payments are due under the terms of the AMULA, all rent and other amounts payable by the Sellers under the AMULA; and (iii) the Buyers will comply with such other obligations of the Sellers under the AMULA as provided in the Partial Lease Assignment Agreement. The Partial Lease Assignment Agreement shall terminate the earlier of June 30, 2010 and the date of a Glendale Team Sale. Notwithstanding any of the provisions of the AMULA to the contrary, the

execution, delivery and performance of the Partial Lease Assignment Agreement shall not give rise to any default or right to terminate the AMULA, and the Buyers shall be entitled to enforce the AMULA against any counterparty to the AMULA in the name of the Sellers, consistent with the provisions of the Partial Lease Assignment Agreement. In addition to the amounts payable to the City of Glendale hereunder in connection with prepetition amounts due to the City of Glendale under the AMULA, the City of Glendale has asserted additional claims against the Estates, including amounts arising under that certain Team Guaranty, dated January 31, 2002, in the amount of $12,250,000.00, and additional amounts arising prepetition under the AMULA, in the amount of $2,103,685.85. Notwithstanding anything herein or in the APA to the contrary, the City of Glendale does not waive any of the asserted claims set forth in the immediately preceding sentence (the "Non-Waived Claims"), and nothing herein is intended to impair or compromise the Non-Waived Claims in any respect or the ability of any party to object to the same.

26. The Sellers shall not seek to reject the AMULA prior to June 30, 2010 and the City of Glendale has agreed that pursuant to the Partial Lease Assignment Agreement the Buyers may continue to use the Arena through such date; provided, however, that the City of Glendale has otherwise reserved all of its rights with respect to any action to reject the AMULA.

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

28. **Preferred Glendale Team Sale**. The Buyers are authorized to accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale) in their sole discretion, notwithstanding any higher or better offer or indication of interest that would result in the relocation of the Team. No party other than the City of Glendale shall have standing to object or otherwise challenge the Buyers' decision to accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale).

29. **Binding Effect of Order**. This Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental

departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments or who may be required to report or insure any title or state of title in or to any of the Assets.

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

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

32. **Good Faith**. The Transaction is undertaken by the Buyers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the Transaction (including the assumption and assignment of the Assumed Contracts) with the Buyers, unless such authorization is duly stayed pending such appeal. The Buyers are good faith purchasers of the Assets and are entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

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

34. **Retention of Jurisdiction**. The Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Assets to the Buyers; (b) compel delivery of the consideration provided for under the APA or performance of other obligations owed to the Debtors; (c) interpret, implement and enforce the provisions of this Order and the APA; (d) adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transaction; (e) protect the Buyers or the Assets from or against any Interests asserted in the Assets or by or through the Debtors; and (f) review whether the Estates have received that to which they are entitled under the APA when resale of the Team occurs and the Net Profit computation is made, including, but not limited to, the determination of any relocation fee.

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

36. **Fees and Expenses**. Any amounts payable by the Debtors under the APA or any of the documents delivered by the Debtors in connection with the APA shall be paid in the manner provided in the APA without further order of this Court, shall be an allowed administrative claim in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, and shall not be discharged, modified or otherwise affected by any reorganization plan for the Debtors, except by agreement with the Buyers, their successors or assigns.

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

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

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

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

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

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

ENTERED AND DATED ABOVE

Stipulated and Agreed:

SQUIRE, SANDERS & DEMPSEY L.L.P., counsel for the **Debtors**

By: /s/ Jordan A. Kroop
Jordan A. Kroop, Esq.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, co-counsel for the **National Hockey League**

By: /s/ J. Gregory Milmoe
J. Gregory Milmoe, Esq.

ALLEN SALA & BAYNE, PLC, counsel for the **Official Committee of Unsecured Creditors**

By: /s/ Paul Sala
Paul Sala, Esq.

SNELL & WILMER, co-counsel for **SOF Investments, L.P., White Tip Investments, LLC, and Donatello Investments, LLC**

By: /s/ Don Gaffney
Don Gaffney, Esq.

JENNINGS, STROUSS & SALMON, PLC, counsel for **Jerry Moyes**

By: /s/ Carolyn Johnsen
Carolyn Johnsen, Esq.

FENNEMORE CRAIG, co-counsel for the **City of Glendale, Arizona**

By: /s/ Cathy L. Reece
Cathy L. Reece, Esq.

Executive Summary of Revised NHL Bid to Acquire Phoenix Coyotes

At a status hearing held on October 26, 2009, the National Hockey League (the "NHL") revised and clarified the terms of its bid to acquire the Phoenix Coyotes. Set forth below is an executive summary of the revised bid. A copy of a revised Asset Purchase Agreement (the "APA"), among Team Newco, LLC and Arena Newco, LLC ("Buyers") and Coyotes Hockey, LLC and Arena Management Group, LLC ("Sellers"), together with the related schedules and exhibits, are attached as Exhibits 1A, 1B and 1C hereto, respectively. Redlined versions of the APA, the schedules and the exhibits, showing changes from the September 15, 2009 drafts of the APA and the schedules and the most recent prior drafts of the exhibits, are attached as Exhibits 2A, 2B and 2C, respectively.

a. *Overview of NHL Bid*. The NHL's Revised Bid contemplates that Buyers will:

i. assume or pay all of Sellers' prepetition and postpetition secured debt;

ii. assume substantially all executory contracts relating to the operation of the Team;

iii. enter into a Transition Services Agreement with Sellers pursuant to which Sellers will continue to provide the goods and services currently provided for pursuant to the contracts set forth on Schedule 2.14(a) (the "Glendale Contracts") in return for Buyer's reimbursement of Sellers' costs thereunder;

iv. enter into a Partial Lease Assignment Agreement with Sellers to continue to play games in the Jobing.Com Arena through at least the 2009-2010 season in return for Buyers' reimbursement of Sellers' costs under the AMULA for that period and use commercially reasonable efforts to enter into a modified long-term AMULA.[1]

v. Cure Costs, if any, under the Assumed Contracts or those Glendale Contracts, if any, which become Assumed Contracts in the future, to the extent that they have not been paid as described in paragraph (c) below, will be the responsibility of Sellers. Ongoing payments in accordance with Assumed Agreements, Glendale Contracts and the AMULA do not reduce the purchase price.

[1] Buyers will, through December 31, 2009, and may thereafter, accept a Glendale bid which covers its costs notwithstanding their receipt of a relocation bid which might generate a relocation fee and/or higher Net Profit. Buyers have also agreed that Sellers will not reject any of the Glendale Contracts or the AMULA until June 30, 2010 (unless they are earlier assumed or consensually modified). The City has stated that it will consent to an extension of the date by which Sellers would be required to reject the AMULA until June 30, 2010.

b. *Consideration*. The consideration to be paid by Buyers for the Purchased Assets and assumed liabilities will be approximately $128.4 million and will include a substantial cash payment to Sellers as follows:

i. assumption of obligation to pay and payment or other satisfaction (if agreed by SOF) of all indebtedness owed by Sellers to SOF Investments, L.P., Donatello Investments, LLC and White Tip Investments, LLC (approximately $80,747,000, including accrued but unpaid interest and legal fees);

ii. assumption of all prepetition and DIP secured indebtedness owed by the Sellers to the NHL as of the Closing (estimated at approximately $36,332,000, including interest and related costs through November 2, 2009 and the $2 million referred to in paragraph (d) below);

iii. cash in the amount of approximately $11,303,000; and

iv. if the Team is resold prior to the second anniversary of the Closing, an additional amount of cash, payable within 10 business days following consummation of such sale, equal to 100% of the Net Profit as defined in the APA, if any, on such resale.

A one page worksheet showing the estimated payments is included at the end of this summary.[2]

c. *Purchase of Allowable Unsecured Claims*. Buyers will use their commercially reasonable efforts to purchase approximately $11.6 million, representing substantially all (by number), of Sellers' prepetition unsecured claims (which will also effectively eliminate most if not all cure costs with respect to executory contracts being assumed and those that may potentially be assumed in the future). Once purchased by Buyers, the claims will be subordinated in right of payment from the Debtors' estates to all other prepetition unsecured claims, other than claims of Jerry Moyes, his family members and trusts and their affiliates. Buyers will pay any difference between the approximately $11.6 million and the amount actually paid to purchase any such claims to Sellers' estates within 5 business days after May 1, 2010.[3]

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[2] The parties intend to close the transaction on November 2, 2009. The amounts shown with respect to the NHL Obligations and the cash paid to the Debtors' estates assume that the Closing will occur before further postpetition funding is needed from the NHL.

[3] Buyers will offer to purchase the prepetition claims of creditors set forth on Schedules 2.6(a)(v) and 2.8(a)(v) for the amounts set forth next to such claim. To receive such payment, each claim holder will be required to execute and deliver to the Claims Agent, at Closing or within 60 days thereafter, an assignment form which assigns to one of the Buyers the prepetition claim of such holder represented by the claim. With respect to any amounts noted with an asterisk on such schedules, if Buyers and the holder agree on the amounts set forth on

(cont'd)

d. *Cash for Professional Fees under DIP Loan*. Although the DIP Loan has not yet been authorized by this Court, the NHL has committed to provide $2 million in DIP funds to the Debtors' estates prior to the Closing for the payment of professional fees and expenses. Accordingly, in addition to the cash consideration paid to Sellers as part of the consideration for the Purchased Assets, the Debtors' estates will have an additional $2 million for administrative expenses.

e. *Reduction of Moyes Guaranty*. The NHL has also agreed at the request of the Creditors' Committee to amend the Guaranty issued by Jerry Moyes and family members and trusts to reduce the maximum cap amount under the Guaranty from $30 million to $15 million. Such amendment to the Guaranty is conditioned upon the Closing under the APA. The NHL, on the one hand, and the Moyes parties, on the other hand, reserve all rights, claims, causes of action and defenses with respect to the Guaranty.

(cont'd from previous page)

such schedules, or if Buyers, the holder and the Creditors' Committee agree on a different amount, Buyers shall purchase the claim at such agreed amount.

Summary of Financial Consideration in NHL Offer

Purchase Price:	
Assumed Liabilities per Section 3.1(a):	
Secured Creditors:	
SOF Investments	$80,747,121
NHL DIP loan, including $2 million professional fee carveout under DIP facility	36,331,600
Cash per Section 3.1(b):	11,303,400
TOTAL PURCHASE PRICE	$128,382,121

DRAFT 10/29/2009

ASSET PURCHASE AGREEMENT

AMONG

COYOTES HOCKEY, LLC,

ARENA MANAGEMENT GROUP, LLC,

COYOTES NEWCO, LLC

AND

ARENA NEWCO, LLC

Dated November __, 2009

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Exhibit B-1	Team Form of Assignment and Assumption Agreement
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Exhibit C-1	Form of Team Intellectual Property Assignment
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Exhibit D	Form of Sale Order
Exhibit E	Form of Partial Lease Assignment Agreement
Exhibit F	Form of Transition Services Agreement
Exhibit G	Form of Transfer of Purchasable Claim

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is entered into as of November ___, 2009 by and among Coyotes Hockey, LLC, a Delaware limited liability company ("**Team Seller**"), Arena Management Group, LLC, a Delaware limited liability company ("**Arena Seller**" and with Team Seller, each a "**Seller**" and collectively, the "**Sellers**"), Coyotes Newco, LLC, a Delaware limited liability company ("**Team Buyer**"), and Arena Newco, LLC, a Delaware limited liability company ("**Arena Buyer**" and with Team Buyer, each a "**Buyer**" and collectively, the "**Buyers**").

RECITALS

A. Team Seller is engaged in the operation of a National Hockey League team currently known as the "Phoenix Coyotes" (the "**Team**").

B. Pursuant to the terms of that certain Arena Use and Lease Agreement (the "**AMULA**"), dated as of November 29, 2001, among Team Seller, Arena Seller, Glendale-101 Development, LLC, Coyote Center Development, LLC and the City of Glendale, Arena Seller manages and operates, and Team Seller uses, the multi-purpose facility in Glendale, Arizona currently known as Jobing.com Arena (the "**Arena**"), which serves as the home venue for the Team and provides a venue for other recreational, cultural, entertainment and sports events.

C. Sellers are debtors-in-possession under Title 11 of the United States Code, 11 U.S.C. §§ 101—1330 (the "**Bankruptcy Code**"), and filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on May 5, 2009, in the United States Bankruptcy Court for the District of Arizona (the "**Bankruptcy Court**") (Case Nos. 2:09-bk-09491-RTB and 2:09-bk-09495-RTB, which cases are being jointly administered with the Chapter 11 bankruptcy proceedings of Dewey Ranch Hockey, LLC (Case No. 2:09-bk-09488-RTBP) and Coyotes Holdings, LLC (Case No. 2:09-bk-09500-RTB) under Case No. 2:09-bk-09488-RTBP) (collectively, the "**Bankruptcy Case**").

D. The Buyers wish to purchase, acquire and assume from the Sellers, and the Sellers wish to sell, transfer and assign to the Buyers, pursuant to Sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities (each, as defined below), all in accordance with the terms and subject to the conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the exhibits attached hereto and the Schedules delivered under this Agreement, the following terms and their grammatical variations and correlatives shall have the following meaning:

"**Action**" means any claim, action, cause of action, complaint, investigation, inquiry, suit or other proceeding before, or otherwise involving, any arbitrator, any Governmental Entity, any regulatory or self-regulatory body, the NHL or the AHL.

"**Added Contracts**" has the meaning set forth in Section 2.9(b).

"**Affiliate**" means a Person that, directly or indirectly, controls, is controlled by, or is under common control with, a specified Person. The term "**control**" (including, with correlative meaning, the terms "**controlling**," "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, of the power to direct or cause direction of the management and policies of a Person, whether through the ownership of voting Securities, by Contract, or otherwise.

"**Agreement**" means this Asset Purchase Agreement by and among Team Seller, Arena Seller, Team Buyer and Arena Buyer, as amended, restated or supplemented in accordance herewith from time to time, including all schedules and exhibits.

"**AHL**" means the American Hockey League, Inc.

"**AHL Collective Bargaining Agreement**" means the Collective Bargaining Agreement, effective September 1, 2000, between the AHL and the Professional Hockey Players' Association, and any successor to such agreement, and any and all Contracts in effect from time to time that govern the overall relationship between the AHL and its players.

"**Allowable Unsecured Claims**" means unsecured claims by creditors against the Sellers properly submitted to the Bankruptcy Court in connection with the Bankruptcy Case prior

to the applicable deadline for filing such proofs of claim. Notwithstanding anything to the contrary contained herein, except as set forth on Schedules 2.6(v) and 2.8(v) (other than those claims marked by an asterisk to indicate that the Buyers reserve the right to verify the amounts of such claims), the Buyers reserve the right in their sole discretion to challenge or contest whether any such unsecured claim submitted to the Bankruptcy Court constitutes an Allowable Unsecured Claim, including the amount of any such unsecured claim. The Buyers shall use their commercially reasonable efforts to promptly verify with the holders of such claims and the Creditors' Committee the amounts of those Allowable Unsecured Claims set forth on Schedules 2.6(v) and 2.8(v) that are marked by an asterisk (*).

"**AMULA**" has the meaning specified in Recital B.

"**Arena**" has the meaning specified in Recital B.

"**Arena Buyer**" has the meaning specified in the preamble.

"**Arena Cure Costs**" has the meaning set forth in Section 2.8(a)(vi).

"**Arena Seller**" has the meaning specified in the preamble.

"**Assumed Arena Liabilities**" has the meaning set forth in Section 2.7(a).

"**Assumed Contracts**" means, subject to Section 2.9, all Contracts set forth on Schedule 1.1(a).

"**Assumed Liabilities**" means the Assumed Arena Liabilities and the Assumed Team Liabilities, collectively.

"**Assumed Plans**" means the Employee Benefits Plans referenced in Sections 2.1(xvi) and 2.3(xiii).

"**Assumed Team Liabilities**" has the meaning set forth in Section 2.5(a).

"**Bankruptcy Case**" has the meaning specified in Recital C.

"**Bankruptcy Code**" has the meaning specified in Recital C.

"**Bankruptcy Court**" has the meaning specified in Recital C.

"**Bid Procedures Order**" means the Amended Order Approving Bid Procedures for Auction/Sale of Phoenix Coyotes National Hockey League Team and Related Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, entered by the Bankruptcy Court on August 13, 2009 (Docket No. 638).

"**Business**" means the operation of the Team and the Arena by the Sellers in the territory of Glendale, Arizona in which the Sellers currently operate.

"**Business Day**" means any day except Saturday, Sunday or any other day on which banks in the State of Arizona are permitted to be closed.

"**Buyer**" has the meaning specified in the preamble.

"**City**" means the City of Glendale, as the lessor under the AMULA.

"**Closing**" has the meaning specified in Section 4.1.

"**Closing Date**" has the meaning specified in Section 4.1.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Collective Bargaining Agreements**" mean, collectively, the AHL Collective Bargaining Agreement, the NHL Collective Bargaining Agreement and each other collective bargaining agreement listed on Schedule 1.1(b).

"**Consent**" means any approval, consent, waiver or comparable form of authorization that is required to be obtained from, and any notice that must be given to, any Person, other than the Bankruptcy Court, any Governmental Entity or the NHL or under the NHL Rules, with respect to any Assumed Contract in order that the Buyers shall be entitled to enjoy the rights and benefits under such Assumed Contract following consummation of the transactions contemplated hereunder.

"**Contract**" means any agreement, arrangement, bond, commitment, contract, franchise, indemnity, indenture, lease, license, understanding or other instrument of any kind, whether oral or written, to which a Seller is a party or its respective assets or properties are

subject or to which Holdings is a party that affects or involves the Team, the Arena or any other assets of a Seller.

"**Creditors' Committee**" means the official committee of unsecured creditors appointed in the Bankruptcy Case.

"**Cure Costs**" means the Arena Cure Costs and the Team Cure Costs, collectively.

"**Employee Benefit Plan**" means (i) any employee benefit plan, program or arrangement within the meaning of Section 3(3) of ERISA maintained or contributed to, or required to be maintained or contributed to, by a Seller for the benefit of any current or former employees, agents, directors or independent contractors of the Seller, or with respect to which the Seller may have any liability or (ii) any similar employment, severance or other agreement, arrangement or policy (whether written or oral) maintained or contributed to, or required to be maintained or contributed to, by a Seller for the benefit of any current or former employees, agents, directors or independent contractors of the Seller providing for insurance coverage (including self-insured arrangements), workers' compensation, disability benefits, supplemental unemployment benefits, vacation benefits, fringe benefits, or retirement benefits, or for profit sharing, deferred compensation, bonuses, stock options, stock appreciation or other forms of incentive compensation or post-retirement insurance, compensation or benefits.

"**Employment and Independent Contractor Contracts**" means all NHL Standard Player's Contracts and all other employment or independent contractor Contracts, including such Contracts with front office executives, coaches, players, general managers, scouts, trainers and announcers.

"**Encumbrance**" means any mortgage, deed of trust, deemed trust, security interest, pledge, hypothecation, lien, charge, encumbrance, encroachment, easement, adverse claim, title defect, restrictive covenant or other document of record, or comparable restriction of any kind.

"**Environment**" means the waters of the United States, the waters of any state, the waters of the contiguous zone and the ocean waters, and any other surface water, groundwater, drinking water, water supply, land surface, subsurface, subsurface strata, soil or air or atmosphere within the United States or under the jurisdiction of the United States, any Governmental Entity, or within the jurisdiction of Environmental Laws.

"**Environmental Contamination**" means the presence of one or more Hazardous Materials in the Environment at greater concentrations than is allowed by Environmental Laws.

"**Environmental, Health or Safety Liabilities**" means any cost, damages, expense, Liability, or other responsibility arising from or under any Environmental Laws or Occupational Health and Safety Law.

"**Environmental Laws**" means any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 11001, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq.; the Clean Air Act, 42 U.S.C. §§ 7401, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §§ 3251, et seq.; and any other federal, state, and local laws and regulations relating to pollution or the environment (including ambient air, surface water, groundwater, land surface, or sub-surface strata), including laws and regulations relating to emissions, discharges, releases, or threatened releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials. Any reference in this definition of the Environmental Laws to statutory or regulatory sections shall be deemed to include any amendments thereto and any successor sections.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Excluded Arena Assets**" has the meaning specified in Section 2.4.

"**Excluded Arena Liabilities**" has the meaning specified in Section 2.8.

"**Excluded Assets**" means the Excluded Arena Assets and the Excluded Team Assets, collectively.

"**Excluded Team Assets**" has the meaning specified in Section 2.2.

"**Excluded Team Liabilities**" has the meaning specified in Section 2.6.

"**Existing Consent Agreement**" means the Consent Agreement, dated September 27, 2006, by and among the National Hockey League, Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Vicki Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC,

Steven M. Ellman, SUB Investment, LLC, The Jerry and Vickie Moyes Family Trust, dated December 11, 1987, Westgate Investments, Westgate Signage, LLC, Wayne Gretzky, James Wikert, John A. Breslow, John A Breslow Rollover IRA, Lake Street Leasing Corp., Barry Handwerker and Garry Handwerker.

"**Final Order**" means a Sale Order or other Order of the Bankruptcy Court, in each case in form and substance acceptable to the Buyers in their sole discretion, as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

"**Glendale Contracts**" has the meaning specified in Section 2.14(a).

"**Glendale Team Sale**" means any Team Sale in which the purchaser commits for a period of time to operate the Team in Glendale, Arizona and having such other terms and conditions as the Buyers, in their sole discretion, may agree, including, without limitation, a purchase price that does not result in a Net Profit.

"**Governmental Entity**" means any United States, Canadian or other foreign government, or any agency, bureau, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"**Hart-Scott-Rodino Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the related regulations and published interpretations.

"**Hazardous Activity**" means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Material into the Environment and any other act, business, operation or thing that constitutes a threat of Release, or poses an unreasonable risk of harm to any Person or property or the Environment.

"**Hazardous Materials**" means substances that are defined or listed in, or otherwise classified under, any applicable Laws as "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitibility, corrosivity, reactivity, carcinogenicity, reproductive toxicity or "EP toxicity," and petroleum and drilling fluids, radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, transformers or other equipment that contain polychlorinated

biphenyls and radon gas, produced waters and other wastes associated with the exploration, development, or production of crude oil, natural gas or geothermal energy.

"**Holdings**" means Coyotes Holdings, LLC, a Delaware limited liability company that owns 100% of the outstanding membership interests in Arena Seller and 91.79% of the outstanding membership interests in Team Seller.

"**Home Game**" shall mean each pre-season, regular season and playoff game of the Team and any NHL All-Star game held at the Team's home arena, which is currently the Arena.

"**Indebtedness**" means indebtedness for borrowed money, including obligations evidenced by notes, bonds, debentures or similar instruments and any interest thereon and any fees or costs associated therewith.

"**Intellectual Property**" means any ownership or licensed rights in, to and under any (i) United States or foreign patents, (ii) technology or software (including data and related documentation), (iii) trademarks, service marks, trade names, trade dress, trade secrets, logos, symbols, emblems, corporate names, domain names and all goodwill associated with any of the foregoing (including the names "Phoenix Coyotes" and "Jobing.com Arena"), (iv) registered or unregistered copyrights, (v) any rights of publicity and/or (vi) other comparable intellectual property rights, including, in each case, any registrations, renewals or applications with any Governmental Entities pertaining thereto.

"**IRS**" means the United States Internal Revenue Service or any successor entity.

"**Knowledge**" of any matter or fact means an individual's actual awareness of that matter or fact, and the "Knowledge of the Sellers" and similar expressions shall mean the Knowledge of Earl Scudder and any person who has been a senior officer of either Seller from September 1, 2008 to the Closing, including without limitation Jerry Moyes, Doug Moss, Michael Nealy, Wayne Gretzky, Michael Bucek, Steve Weinreich, Jim Foss and each Seller's president, vice president, controller, general counsel and general manager.

"**Law**" means any law, code, statute, common law, rule, regulation, order, ordinance, judgment, decree, writ, injunction or directive of, or binding settlement with, any Governmental Entity.

"**League Contracts**" means Contracts entered into by the NHL on behalf of or that bind all Member Clubs.

"**Liability**" means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, or due or to become due).

"**Material Adverse Effect**" means any fact, event, circumstance or condition that has, or would have, a material adverse effect on (A) the Purchased Assets, the Assumed Liabilities, or the business, operations, financial condition or prospects of a Seller or (B) the ability of a Seller to consummate the transactions, and perform its obligations, hereunder.

"**Material Contract**" means any Contract that:

(i) imposes or will impose an obligation on a Seller to pay or repay, or entitles a Seller to receive, an amount in cash, goods, services or materials of $50,000 or more in the aggregate;

(ii) has a term beyond June 30, 2010 and is not terminable at will by a Seller;

(iii) materially restricts the ability of a Seller to conduct its business;

(iv) provides for the extension of credit to a Seller or for a bond, guaranty or indemnity by or to a Seller other than in the ordinary course of business, or pursuant to which a Seller is required to be a secondary-obligor (or surety) or otherwise be responsible or liable (whether primarily, jointly or secondarily) for the obligations or debts of any other Person other than as entered into in the ordinary course of business;

(v) relates to a joint venture or partnership in which a Seller is participating as partner or joint venturer or that otherwise involves a sharing of profits with a third party or which creates any joint venture governing the title, use, acquisition or disposition of any assets of a Seller;

(vi) is for the purchase or other acquisition or the sale or other disposition of any material assets of a Seller, other than in the ordinary course of business;

(vii) relates to the transmission or broadcast, through any medium of communications, of games of the Team and/or other Team-related activities;

(viii) is an NHL Agreement;

(ix) affects the ownership of, title to, use of, or any interest in real estate or other material assets of a Seller, including leases and subleases of real property or other material assets of a Seller;

(x) relates to the development, construction or use of the Arena, including the financing thereof and parking thereat, but other than, subject to clause (i) above, any Arena event use agreement made in the ordinary course of business;

(xi) is a licensing or royalty agreement or other agreement or commitment with respect to Intellectual Property other than, subject to clause (i) above, any Team or Arena sponsorship, marketing or advertising agreements made in the ordinary course of business and any "off-the-shelf" software;

(xii) is an agreement with any minor league affiliate, including any player development Contract;

(xiii) is a concession agreement relating to the sale of food, beverage or merchandise at events held at the Arena, including Home Games;

(xiv) is a ticketing services agreement relating to sales of tickets to events held at the Arena, including Home Games;

(xv) is entered into in connection with the settlement of any legal proceeding;

(xvi) relates to the adjacent property known as the Westgate City Center; or

(xvii) is otherwise material to the operation of either Seller's business as presently conducted or anticipated to be conducted.

Notwithstanding the foregoing, "Material Contracts" excludes Employment and Independent Contractor Contracts, Employee Benefit Plans and League Contracts.

"**Member Club**" means a professional hockey club that is designated as being a member club of the NHL under the NHL Constitution and holding a franchise from the NHL for the operation of a hockey club in a specified city.

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

"**Multiemployer Plan**" means each Employee Benefit Plan set forth on Schedule 1.1(c) in effect on the date hereof in which any current or former employee of a Seller is eligible to participate pursuant to a Collective Bargaining Agreement or NHL Rules.

"**Net Profit**" means the aggregate consideration received by the Buyers or any direct or indirect parent entity of the Buyers upon consummation of a Team Sale, less (i) the aggregate consideration paid by the Buyers pursuant to Sections 3.1(a) – (b) of this Agreement, including the amount of all Assumed Liabilities (including, for the avoidance of doubt, all Assumed Liabilities relating to Indebtedness owed by the Sellers to the NHL and SOF and Cure Costs with respect to Assumed Contracts, including the AMULA and the Glendale Contracts, to the extent they become Assumed Contracts in accordance with Sections 2.12 and 2.14, respectively), less (ii) the aggregate amount paid by the Buyers for Purchased Claims pursuant to Section 8.4, less (iii) any additional amounts invested in, or loaned to or paid on behalf of, the Buyers by the NHL or any NHL Entity or any Affiliates thereof, including any interest charged thereon, during the period between the Closing Date and the consummation of such Team Sale, net of any amounts returned by way of loan repayment, dividend or distribution to the NHL or any NHL Entity or any Affiliates thereof, less (iv) the aggregate amount reasonably expected to be paid by the Buyers under the Transition Services Agreement during the period between the consummation of such Team Sale and June 30, 2010 with respect to any Glendale Contracts that, prior to the consummation of such Team Sale, have not either expired (without renewal), been terminated with the consent of all parties thereto or become Assumed Contracts in accordance with Section 2.14, less (v) any Indebtedness of the Buyers not included in clause (iii) above that is outstanding at the time of consummation of such Team Sale and is not assumed by the purchaser in such Team Sale, less (vi) fees and expenses (including attorneys' and accountants' fees and expenses) incurred by the NHL or the Buyers in connection with such Team Sale, not to exceed $1,000,000. For the avoidance of doubt, the calculation of Net Profit shall not include (x) any relocation fees or other payments made directly to the NHL or to the Member Clubs in connection with any Team Sale, (y) more than $2,000,000 in fees and expenses (including attorneys' and experts' fees and expenses) incurred by the Buyers, the NHL and any NHL Entity or Affiliate thereof in connection with the Bankruptcy Case or this Agreement, or (z), notwithstanding clause (y) above, any fees and expenses (including attorneys' and experts' fees and expenses) incurred by the Buyers, the NHL or any NHL Entity or Affiliate thereof in connection with litigation that is not directly related to the Bankruptcy Case or this Agreement (including, without limitation, any litigation based on alleged antitrust violations).

"**NHL**" means the National Hockey League, a joint venture organized as an unincorporated association not for profit, and any successor thereto. References herein to "NHL" shall be deemed to include, where appropriate from the context, (i) each of the component parts or offices of the NHL, including the NHL Board of Governors, the Chairman of the NHL Board of Governors, the NHL Commissioner, the Office of the Commissioner of the NHL, the

Executive Committee of the NHL Board of Governors, any other committee, body or offices duly created by the NHL Board of Governors or the NHL Commissioner from time to time, and the Member Clubs collectively, and (ii) related entities owned directly or indirectly by all of the Member Clubs.

"**NHL Agreements**" means all Contracts between the NHL or any Affiliate thereof, on the one hand, and Team Seller or Holdings, on the other hand, including that certain (i) License Agreement (United States) between Team Seller (together with other Member Clubs) and NHL Enterprises, L.P. and (ii) License Agreement (Canada) between Team Seller (together with other Member Clubs) and NHL Enterprises, L.P.; provided, however that each of (A) the Existing Consent Agreement and (B) the Moyes Guaranty shall not be deemed "NHL Agreements".

"**NHL Board of Governors**" means the Board of Governors of the NHL, as established under the NHL Constitution, and any successor chief governing body of the NHL that may be later established.

"**NHL By-Laws**" means the By-Laws of the NHL, as adopted under the NHL Constitution, as the same may be amended from time to time.

"**NHL Collective Bargaining Agreement**" means that certain Collective Bargaining Agreement, effective September 16, 2004 through September 15, 2011, between the NHL and the NHLPA, and any successor to such agreement, and any and all Contracts, memoranda of understanding or other instruments in effect from time to time that govern the overall relationship between the NHL and its players.

"**NHL Commissioner**" means the person designated as Commissioner of the NHL from time to time or, in the absence of an NHL Commissioner, any person or entity succeeding to the powers and duties of the NHL Commissioner under the NHL Constitution.

"**NHL Consent Agreement**" means a written consent for the approval of the transfer of the franchise to Team Buyer pursuant to the NHL Rules.

"**NHL Constitution**" means the Constitution of the NHL, as adopted by the Member Clubs, as the same may be amended from time to time, and any and all actions taken thereunder, including all bulletins, guidelines, policies, directives and decisions issued by the NHL Commissioner.

"**NHL Entities**" means entities jointly owned by all Member Clubs, including NHL Enterprises, L.P., NHL Enterprises, Inc., NHL Enterprises Canada, L.P., National Hockey League Enterprises Canada, Inc., NHL Enterprises B.V. and Intra-Continental Ensurers.

"**NHL Guaranty**" means a guaranty executed in favor of the NHL as required by the NHL Rules.

"**NHL Obligations**" means obligations with respect to (i) the Indebtedness of Team Seller pursuant to the Secured Credit Agreement, dated February 24, 2009, by and between Team Seller and the NHL, (ii) the Indebtedness of the Sellers pursuant to the debtor-in-possession financing provided by the NHL, and (iii) the Liabilities set forth in Schedule 1.1(d).

"**NHLPA**" means the National Hockey League Players Association and any successor organization thereto.

"**NHL Resolutions**" means the resolutions of the NHL Board of Governors, as adopted from time to time.

"**NHL Rules**" means (i) the NHL Constitution, (ii) the NHL By-Laws, (iii) the governing documents of each of the NHL, the NHL Entities and any NHL Member Clubs, (iv) all other existing or future rules, regulations, interpretations, memoranda, procedures, directives, policies, guidelines and resolutions of each of the NHL and the NHL Entities, (v) the NHL Collective Bargaining Agreement, the Collective Bargaining Agreement between the NHL and the National Hockey League Officials' Association and all other agreements, consent agreements, decrees, cooperation agreements and settlement agreements presently or hereafter in effect or entered into between or among the NHL or any NHL Entity or Entities, on the one hand, and the NHL Member Clubs generally, on the other hand, or any NHL Entity or Entities and/or the NHL Member Clubs generally, on the one hand, and other persons, on the other hand, in furtherance of the NHL's (or any NHL Entity's) business or interests or as otherwise authorized, directly or indirectly, by the NHL Board of Governors, the NHL Commissioner, the applicable NHL Entity, the NHL Constitution or the NHL By-Laws, (vi) the NHL Resolutions, and (vii) the NHL Commissioner's interpretation of, opinions concerning, and the custom and practice under, any of the foregoing, all as may be amended from time to time.

"**NSC**" has the meaning specified in Section 2.1(ix).

"**Occupational Health and Safety Law**" means any Law designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, including the Occupational Safety and Health Act, and any program, whether governmental or private, designed to provide safe and healthful working conditions.

"**Order**" means any decree, injunction, judgment, order, ruling, binding settlement agreement or writ entered, issued or rendered by any arbitrator or Governmental Entity.

"**ordinary course of business**" and all similar expressions means in the ordinary course of the applicable Seller's business consistent with past custom and practice (including with respect to quantity and frequency).

"**Partial Lease Assignment Agreement**" has the meaning specified in Section 2.12(a).

"**Permit**" means any approval, authorization, consent, qualification, registration, license, permit, franchise, certificate of authority or occupancy or order, or any waiver of the foregoing, required to be obtained from or issued by, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Entity or the NHL or under the NHL Rules, including the NHL Consent Agreement.

"**Permitted Encumbrance**" means any Encumbrance (i) listed on Schedule 1.1(e) that is a matter of record on any leased real property that is a Purchased Asset or (ii) constitutes a lien for Taxes not yet due and payable.

"**Person**" means an individual or any corporation, limited liability company, partnership, association, trust or other entity or organization, including a Governmental Entity.

"Post-Closing Tax Period" means any Tax Period beginning after the end of the Closing Date and, with respect to any period beginning on or before the Closing Date and ending after the Closing Date, the portion of such period beginning after the end of the Closing Date.

"**Pre-Closing Tax Period**" means any Tax period ending on or before the end of the Closing Date and, with respect to any Tax period beginning on or before the Closing Date and ending after the Closing Date, the portion of such period ending on the end of the Closing Date.

"**Preferred Glendale Team Sale**" means a Glendale Team Sale meeting the requirements set forth in Section 2.12(d).

"**Purchased Arena Assets**" has the meaning specified in Section 2.3.

"**Purchased Assets**" means the Purchased Arena Assets and the Purchased Team Assets, collectively.

"**Purchased Claims**" has the meaning specified in Section 8.4.

"**Purchased Team Assets**" has the meaning specified in Section 2.1.

"**Release**" means any release, spill, emission, leak, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching, or migration on or into the indoor or outdoor environment or into or out of any property.

"**Representatives**" shall mean a party's Affiliates and its and its Affiliate's directors, officers, employees, agents and direct and indirect investors (including attorneys, accountants, consultants, lenders and financial advisors).

"**Sale Hearing**" means the hearing conducted by the Bankruptcy Court to approve the Sale Motion.

"**Sale Motion**" means the motion or motions filed pursuant to the provisions of Sections 363 and 365 of the Bankruptcy Code to obtain the Sale Order.

"**Sale Order**" means an Order of the Bankruptcy Court, which Order shall be in form and substance acceptable to the Buyers, in their reasonable discretion, and substantially in the form attached hereto as Exhibit D, (i) approving, and authorizing the Sellers to consummate, this Agreement and the transactions contemplated hereby (including the sale of the Purchased Assets to the Buyers free and clear of all Encumbrances except the Permitted Encumbrances and the assumption and assignment of the Assumed Contracts); (ii) declaring or confirming that the Commissioner of the NHL or his designees have the sole right to operate and control the operations of the Team, effective immediately upon entry by the Bankruptcy Court of such Sale Order; (iii) determining (or establishing a procedure to finally determine, prior to the Closing Date) the Cure Costs for the Assumed Contracts as of the Closing Date; (iv) authorizing the assumption by the Sellers, and then their assignment to the Buyers, of the Assumed Contracts in accordance with Section 365 of the Bankruptcy Code; (v) providing that the Buyers are not the successors to the Sellers of their respective bankruptcy estates by reason of any theory of law or equity and that the Buyers have not assumed any Liability of the Sellers or their bankruptcy estates except as otherwise expressly provided in this Agreement; (vi) providing that the Assumed Contracts are transferred and assigned at Closing to the Buyers and that such Assumed Contracts will remain in full force and effect in accordance with their respective terms and notwithstanding any provisions in any such Assumed Contracts that prohibit, restrict or condition such assignment or transfer; (vii) providing that the Buyers have no obligation to pay any Liabilities of the Sellers of any kind, except as expressly provided in this Agreement; (viii) finding that notice of the Sale Motion, and any opportunity to object, was properly served by the Sellers on all known creditors of the Sellers; (ix) finding that the Buyers are good faith purchasers within the meaning of Section 363(m) of the Bankruptcy Code; (x) confirming that the Buyers may accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale) in their sole discretion, notwithstanding any higher or better offer or indication of interest that would result in a relocation of the Team and that no party other than the City shall have standing to object or otherwise challenge the Buyers' decision to accept any Glendale Team Sale (whether

or not a Preferred Glendale Team Sale); (xi) authorizing the Sellers to enter into the Transition Services Agreement and the Partial Lease Assignment Agreement and determining that such agreements are enforceable against any counterparty to a Glendale Contract or the AMULA that has not objected to the Sale Order; (xii) providing for the Bankruptcy Court to retain jurisdiction for purposes of resolving any dispute with respect to the determination of Net Profit (including determining the appropriateness of any relocation fee); and (xiii) providing such other and further relief as reasonably requested by the Buyers.

"**Securities**" means any and all debt and equity securities and other ownership interests in whatever form, whether certificated or uncertificated, including common stock, preferred stock or other capital stock, membership, partnership or participation interests or units, and notes, bonds, debentures or other similar debt instruments, including any securities, warrants, options or rights convertible into or exercisable for any of the foregoing.

"**Seller**" has the meaning specified in the preamble to this Agreement.

"**Service Termination Date**" has the meaning specified in Section 2.14(d).

"**SOF**" means SOF Investments, L.P.

"**SOF Indebtedness**" means the Indebtedness and other obligations of the Sellers pursuant to, collectively, (i) the Credit Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC, and SOF Investments, L.P., as amended; (ii) Pledge Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.; (iii) Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.; (iv) Trademark Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.; (v) COA Account Control Agreement, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, SOF Investments, L.P. and Wells Fargo Bank, N.A.; and (vi) Leasehold Deed of Trust by, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, First American Title Insurance Company and SOF Investments, L.P.

"**Subsidiary**" means, (i) a corporation, at least 50% of the total voting power of shares of stock, other equity interest or other shares of beneficial interest entitled (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) to vote in the election of directors, managers or trustees of such corporation or generally entitled to share in the profits or capital of such legal entity is at the time owned or controlled, directly or indirectly, by a Seller or one or more of the other Subsidiaries of a Seller or a combination of a Seller and/or Subsidiaries thereof, or (ii) a partnership, limited liability company, association, joint venture or other business entity (other than a corporation), at least a majority of the partnership, joint venture or

other similar ownership interest of such entity is at the time owned or controlled, directly or indirectly, by a Seller or a combination of a Seller and/or Subsidiaries thereof.

"**Tax**" or "**Taxes**" means (i) any and all United States federal, state, local and Canadian or other foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, additions or additional amounts imposed with respect to such amounts; and (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of (a) being a member of an affiliated, consolidated, combined or unitary group for any period, (b) being a transferee of or successor in interest to any person or entity or (c) an express or implied obligation to any Person.

"**Tax Proceeding**" has the meaning specified in Section 8.1(c).

"**Tax Return**" means a return (including any information return), report, statement, schedule, notice, form or other document or information required to be supplied to a Governmental Entity in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement or compliance with any Law relating to any Tax, including, where permitted or required, combined or consolidated returns for any group of entities that includes any Affiliate.

"**Team**" has the meaning specified in Recital A.

"**Team Buyer**" has the meaning set forth in the preamble.

"**Team Cure Costs**" has the meaning set forth in Section 2.6(a)(vi).

"**Team Sale**" means the direct or indirect sale, transfer or other disposition of the Team to an unaffiliated third party, whether pursuant to a merger, consolidation, reorganization, share exchange, transfer of equity securities or disposition of all or substantially all of the assets of the Team Buyer.

"**Team Seller**" has the meaning set forth in the preamble.

"**Termination Date**" has the meaning specified in Section 10.1(e).

"**Transaction Documents**" means this Agreement and each other agreement or instrument contemplated to be executed and delivered by one or more of the parties pursuant hereto.

"**Transaction Taxes**" has the meaning specified in Section 8.1(b).

"**Transferred Employees**" has the meaning specified in Section 8.2(a).

"**Transition Services Agreement**" has the meaning specified in Section 2.14(c).

"**Valuation Expert**" has the meaning specified in Section 3.2.

1.2 Interpretation. For all purposes of this Agreement, except as otherwise expressly provided:

(a) the terms defined in this Article I have the meanings assigned to them in this Article I and include the plural as well as the singular;

(b) all references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Agreement;

(c) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms;

(d) the words "herein," "hereof," "hereby," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision;

(e) the words "include," "including" and other words of similar import mean "include, without limitations" or "including, without limitation," regardless of whether any reference to "without limitation" or words of similar import is made; and

(f) whenever the word "Dollar" or the symbol "$" is used herein, it shall refer to United States dollars unless otherwise specified.

ARTICLE II

THE PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Purchased Team Assets. Subject to entry of the Sale Order by the Bankruptcy Court and the terms and conditions set forth in this Agreement, at the Closing, the Team Buyer shall purchase, acquire and accept from the Team Seller, and the Team Seller shall sell, transfer, assign, convey and deliver to the Team Buyer, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the Purchased Team Assets. "**Purchased Team Assets**" shall mean all of the Team Seller's right, title and interest (including indirect and other forms of beneficial ownership) in the properties, assets and rights of every kind and nature related to the operation of the Team, whether tangible or intangible, real or personal and wherever located and by whomever possessed, including the following, but excluding the Excluded Team Assets and the Purchased Arena Assets:

(i) the Team's NHL franchise and the Team Seller's membership rights in the NHL and all other rights, privileges and benefits incidental thereto or otherwise granted to a Member Club by the NHL, including the Team Seller's right to receive amounts payable to the Team Seller by the NHL pursuant to NHL Rules or the NHL Collective Bargaining Agreement (e.g., league-wide television revenues generated by the NHL and distributions under the NHL's Player Compensation Cost Redistribution System);

(ii) all rights of the Team Seller under the Assumed Contracts to which the Team Seller is a party or to which assets of the Team Seller are subject;

(iii) all of the Intellectual Property of the Team Seller;

(iv) all goodwill, telephone numbers, facsimile numbers and e-mail addresses of the Team Seller;

(v) all tangible personal property of the Team Seller used in the operation of the Team, such as machinery, equipment, furniture and fixtures, supplies, motor vehicles, computers and computer software (subject to the terms of any lease or license agreement in effect with respect to the foregoing), including training room supplies, exercise and fitness equipment, audio-visual equipment, uniforms, skates, protective equipment, medical equipment, hockey sticks, pucks, office supplies and water coolers;

(vi) the Team Seller's inventory of Team novelties, souvenirs and other resale items on hand as of the Closing Date;

(vii) all receivables of the Team Seller as of the Closing Date;

(viii) the Team Seller's ownership or membership interests in all NHL Entities;

(ix) the Team Seller's equity interests in 3051349 Nova Scotia Company, a Nova Scotia unlimited liability company ("**NSC**");

(x) all insurance benefits, including rights and proceeds, arising from or related to the Purchased Team Assets or the Assumed Team Liabilities prior to the Closing;

(xi) all sales data, ticketholder lists, supplier lists and advertising, marketing and promotional materials relating to the Team;

(xii) the Team Seller's ownership interest in all copyrighted broadcasts of Team games and other Team-related programming;

(xiii) the books and records of the Team Seller and any predecessor entity;

(xiv) the Team Seller's interest in all leasehold improvements in premises occupied by the Team Seller;

(xv) all Permits used in the operation of the Team, to the extent transferable;

(xvi) the Employee Benefit Plans of the Team Seller set forth on Schedule 2.1(xvi) and the assets and rights of the Team Seller thereunder, and the rights and assets of the Team Seller under Multiemployer Plans administered or sponsored by the NHL for the benefit of Member Clubs, including the right to have Transferred Employees continue to participate therein;

(xvii) all rights of the Team Seller under or pursuant to all warranties (express or implied), representations or guarantees provided by third parties relating to any of the other Purchased Team Assets;

(xviii) all deposits, credits, prepaid expenses, deferred charges, advanced payments, security deposits, escrowed funds, rights to refunds, offsets, set asides and prepaid items relating to the Purchased Team Assets or Assumed Team Liabilities;

(xix) all bank accounts, safety deposit boxes, lock boxes and the like of the Team Seller;

(xx) all Actions pending or threatened by, or available to, Team Seller against the Buyers, the NHL, any NHL Entity, any Member Club, and any of their respective Affiliates and Representatives of any nature whatsoever, whether choate or inchoate, known or unknown, contingent or otherwise, other than claims solely to enforce the provisions of this Agreement and the other Transaction Documents; and

(xxi) all claims and causes of action of the Team Seller and its bankruptcy estate against third parties to enforce rights, including indemnification and offset rights, related to any of the other Purchased Team Assets.

2.2 Excluded Team Assets. Nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Team Assets to the Team Buyer, and the Team Seller shall retain all right, title and interest to, in and under the Excluded Team Assets. "**Excluded Team Assets**" shall mean the following assets of the Team Seller:

(i) all cash, cash equivalents and marketable securities of the Team Seller other than as described in Section 2.1(xviii);

(ii) all rights of the Team Seller under Contracts that are not Assumed Contracts, including the Contracts set forth on Schedule 2.2(ii) and the Glendale Contracts unless and until they become Assumed Contracts;

(iii) all defenses, claims, counter-claims, rights of offset and other Actions against any Person asserting or seeking to enforce any Excluded Team Liability against the Team Seller;

(iv) any rights of the Team Seller under this Agreement;

(v) any avoidance Actions, including, but not limited to, Actions under Chapter 5 of the Bankruptcy Code;

(vi) any income Tax refunds or credits arising out of the operation of the Team prior to the Closing Date;

(vii) the Actions of the Team Seller against (x) The Pennsylvania State University and (y) the National Lacrosse League;

(viii) any books and records related to the Team Seller's employees that are not being hired by the Team Buyer at or after the Closing, the transfer of which would conflict with any confidentiality or privacy obligations of the Team Seller under applicable Law; and

(ix) the ownership interest of the Team Seller in any other Person, including Arizona Lacrosse, LLC, Coyotes Charities and Dewey Ranch Hockey, LLC, but excluding NSC and the NHL Entities.

2.3 Purchase and Sale of the Purchased Arena Assets. Subject to entry of the Sale Order by the Bankruptcy Court and the terms and conditions set forth in this Agreement, at the Closing, the Arena Buyer shall purchase, acquire and accept from the Arena Seller, and the Arena Seller shall sell, transfer, assign, convey and deliver to the Arena Buyer, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the Purchased Arena Assets. "**Purchased Arena Assets**" shall mean all of the Arena Seller's right, title and interest (including indirect and other forms of beneficial ownership) in the properties, assets and rights of every kind and nature related to the operation of the Arena, whether tangible or intangible, real or personal and wherever located and by whomever possessed, including the following, but excluding the Excluded Arena Assets and the Purchased Team Assets:

(i) all rights of the Arena Seller under the Assumed Contracts to which the Arena Seller is a party or to which assets of the Arena Seller are subject;

(ii) all of the Intellectual Property of the Arena Seller;

(iii) all goodwill, telephone numbers, facsimile numbers and e-mail addresses of the Arena Seller;

(iv) all tangible personal property of the Arena Seller used in the operation of the Arena, such as machinery, equipment, furniture and fixtures, supplies, motor vehicles, computers and computer software (subject to the terms of any lease or license agreement in effect with respect to the foregoing), including Zamboni ice resurfacing machines, dasher boards, team boxes, penalty boxes, scoreboards, static and non-static signage, goals and standards and the ice surface;

(v) the Arena Seller's inventory of Arena novelties, souvenirs and other resale items on hand as of the Closing Date;

(vi) all receivables of the Arena Seller as of the Closing Date;

(vii) all insurance benefits, including rights and proceeds, arising from or related to the Purchased Arena Assets or the Assumed Arena Liabilities prior to the Closing;

(viii) all sales data, ticketholder lists, supplier lists and advertising, marketing and promotional materials relating to the Arena;

(ix) the Arena Seller's ownership interest in all copyrighted broadcasts of Arena events (other than Home Games and other Team-related programming);

(x) the books and records of the Arena Seller and any predecessor entity;

(xi) the Arena Seller's interest in all leasehold improvements in premises occupied by the Arena Seller;

(xii) all Permits used in the operation of the Arena, to the extent transferable;

(xiii) the Employee Benefit Plans of the Arena Seller set forth on Schedule 2.3(xiii) and the assets and rights of the Arena Seller thereunder, and the rights and assets of the Arena Seller under Multiemployer Plans administered or sponsored by the NHL for the benefit of Member Clubs, including the right to have Transferred Employees continue to participate therein;

(xiv) all rights of the Arena Seller under or pursuant to all warranties (express or implied), representations or guarantees provided by third parties relating to any of the other Purchased Arena Assets;

(xv) all deposits, credits, prepaid expenses, deferred charges, advanced payments, security deposits, escrowed funds, rights to refunds, offsets, set asides and prepaid items relating to the Purchased Arena Assets or Assumed Arena Liabilities (including amounts relating to events not involving the Team);

(xvi) all bank accounts, safety deposit boxes, lock boxes and the like of the Arena Seller;

(xvii) all Actions pending or threatened by, or available to, Arena Seller against the Buyers, the NHL, any NHL Entity, any Member Club, and any of their respective Affiliates and Representatives of any nature whatsoever, whether choate or inchoate, known or unknown, contingent or otherwise, other than claims solely to enforce the provisions of this Agreement and the other Transaction Documents; and

(xviii) all claims and causes of action of the Arena Seller and its bankruptcy estate against third parties to enforce rights, including indemnification and offset rights, related to any of the other Purchased Arena Assets.

2.4 Excluded Arena Assets. Nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Arena Assets to the Arena Buyer, and the Arena Seller shall retain all right, title and interest to, in and under the Excluded Arena Assets. "**Excluded Arena Assets**" shall mean the following assets of the Arena Seller:

(i) all cash, cash equivalents and marketable securities of the Arena Seller other than as described on Section 2.3(xv);

(ii) all rights of the Arena Seller under Contracts that are not Assumed Contracts, including the Contracts set forth on Schedule 2.4(ii) and the Glendale Contracts unless and until they become Assumed Contracts;

(iii) all defenses, claims, counter-claims, rights of offset and other Actions against any Person asserting or seeking to enforce any Excluded Arena Liability against the Arena Seller;

(iv) any rights of the Arena Seller under this Agreement;

(v) any avoidance Actions, including, but not limited to, Actions under Chapter 5 of the Bankruptcy Code;

(vi) any income Tax refunds or credits arising out of the operation of the Arena prior to the Closing Date;

(vii) any books and records related to the Arena Seller's employees that are not being hired by the Arena Buyer at or after the Closing, the transfer

of which would conflict with any confidentiality or privacy obligations of the Arena Seller under applicable Law; and

(viii) the ownership interest of the Arena Seller in any other Person.

2.5 Assumption of Team Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, at and as of the Closing, the Team Buyer shall assume and agree to perform, discharge and satisfy when due in accordance with their respective terms, the following Liabilities of the Team Seller (the "**Assumed Team Liabilities**"):

(i) Liabilities to the extent arising out of or relating to the ownership of the Purchased Team Assets, or the operation of the Team, by the Team Buyer that accrue following the Closing;

(ii) Liabilities under any of the Assumed Contracts arising out of or relating to performance by the Team Buyer thereunder that accrue after the Closing;

(iii) Liabilities accruing after the Closing with respect to Claims arising out of the employment by Team Buyer of any of the Transferred Employees; and

(iv) Liabilities with respect to the pending player grievances under the NHL Collective Bargaining Agreement specified on Schedule 2.5(a)(iv).

(b) From the date hereof through the Closing Date, the Team Seller shall use reasonable best efforts to obtain settlements or stipulations (but without any obligation of the Team Seller to pay any material amount in respect of such settlements) with any Person that objects to the assumption by the Team Seller and assignment to the Team Buyer of an Assumed Contract of the Team Seller or any related Team Cure Cost.

2.6 Excluded Team Liabilities. Notwithstanding any provision in this Agreement to the contrary, the Team Buyer shall not assume or be deemed to have assumed and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of the Team Seller, and the Team Seller shall be solely and exclusively liable with respect to all Liabilities of the Team Seller, other than the Assumed Team Liabilities (such Liabilities other than the Assumed Team Liabilities, collectively, the "**Excluded Team Liabilities**"). In furtherance of and without limiting the foregoing, Excluded Team Liabilities shall include:

(i) any Liabilities primarily arising out of, resulting from, or related to the Excluded Team Assets;

(ii) any Liabilities of the Team Seller arising out of, resulting from or related to this Agreement or the transactions contemplated hereby;

(iii) any Liabilities for (a) Taxes of the Team Seller, Holdings or any member of any consolidated, affiliated, combined or unitary group of which Team Seller or Holdings is or has been a member, for any period, (b) Taxes related to the operation of the Team for any period (or portion of any period) ending on or before the Closing Date or (c) Transaction Taxes;

(iv) any Liabilities that are not related to, or were not incurred in connection with, the Business;

(v) any obligations to pay unpaid amounts under the Allowable Unsecured Claims of the Team Seller set forth in Schedule 2.6(v) (as such Schedule may be amended or modified up through the date that is two (2) Business Days prior to the Closing Date as set forth in this Agreement); and

(vi) all unpaid amounts or unsatisfied obligations that must be paid or satisfied to effectuate, according to the Sale Order, the assumption by the Team Seller and assignment to the Team Buyer of the Assumed Contracts of the Team Seller ("**Team Cure Costs**"), except to the extent such Team Cure Costs are included as Allowable Unsecured Claims on Schedule 2.6(v) and are purchased by the Team Buyer in accordance with Section 8.4.

2.7 Assumption of Arena Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, at and as of the Closing, the Arena Buyer shall assume and agree to perform, discharge and satisfy when due in accordance with their respective terms, the following Liabilities of the Arena Seller (the "**Assumed Arena Liabilities**"):

(i) Liabilities to the extent arising out of or relating to the ownership of the Purchased Arena Assets, or the operation of the Arena, by the Arena Buyer that accrue following the Closing;

(ii) Liabilities under any of the Assumed Contracts arising out of or relating to performance by the Arena Buyer thereunder that accrue after the Closing; and.

(iii) Liabilities accruing after the Closing with respect to Claims arising out of the employment by Arena Buyer of any of the Transferred Employees.

(b) From the date hereof through the Closing Date, the Arena Seller shall use reasonable best efforts to obtain settlements or stipulations (but without any obligation from the Arena Seller to pay any material amount in respect of such settlements) with any Person that objects to the assumption by the Arena Seller and assignment to the Arena Buyer of an Assumed Contract of the Arena Seller or any related Arena Cure Cost.

2.8 Excluded Arena Liabilities. Notwithstanding any provision in this Agreement to the contrary, the Arena Buyer shall not assume or be deemed to have assumed and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of the Arena Seller, and the Arena Seller shall be solely and exclusively liable with respect to all Liabilities of the Arena Seller, other than the Assumed Arena Liabilities (such Liabilities other than the Assumed Arena Liabilities, collectively, the "**Excluded Arena Liabilities**"). In furtherance of and without limiting the foregoing, Excluded Arena Liabilities shall include:

(i) any Liabilities primarily arising out of, resulting from, or related to the Excluded Arena Assets;

(ii) any Liabilities of the Arena Seller arising out of, resulting from or related to this Agreement or the transactions contemplated hereby;

(iii) any Liabilities for (a) Taxes of the Arena Seller, Holdings or any member of any consolidated, affiliated, combined or unitary group of which Arena Seller or Holdings is or has been a member, for any period, (b) Taxes related to the operation of the Arena for any period (or portion of any period) ending on or before the Closing Date or (c) Transaction Taxes;

(iv) any Liabilities that are not related to, or were not incurred in connection with, the Business;

(v) any obligations to pay unpaid amounts under the Allowable Unsecured Claims of the Arena Seller set forth in Schedule 2.8(v) (as such Schedule may be amended or modified up through the date that is two (2) Business Days prior to the Closing Date as set forth in this Agreement); and

(vi) all unpaid amounts or unsatisfied obligations that must be paid or satisfied to effectuate, according to the Sale Order, the assumption by the Arena Seller and assignment to the Arena Buyer of the Assumed Contracts of the Arena Seller

("**Arena Cure Costs**"), except to the extent such Arena Cure Costs are included as Allowable Unsecured Claims on Schedule 2.8(v) and are purchased by the Arena Buyer in accordance with Section 8.4.

2.9 Contract Rejection and Assumption.

(a) Schedule 2.9 sets forth the Sellers' good faith estimate of the Cure Costs required to cure monetary defaults or breaches under the Assumed Contracts, the AMULA and the Glendale Contracts as of the Closing Date. The Sale Order shall determine, or establish a procedure to finally determine prior to the Closing Date, the Cure Costs for the Assumed Contracts, the AMULA and the Glendale Contracts as of the Closing Date. The Buyers shall have the option, which shall be exercisable at their sole discretion no later than two (2) Business Days prior to the Closing Date, to (i) exclude from the Purchased Assets any Contract previously identified as an Assumed Contract to the extent the Sellers have materially understated the Cure Cost therefor as set forth in the Sale Order, or (ii) add to the Assumed Contracts any Contract not previously identified as an Assumed Contract. Upon the Buyers' exercise of the option in the preceding sentence, Schedule 1.1(a) shall be deemed to be modified to give effect to such change as of the date hereof.

(b) Notwithstanding anything herein to the contrary, the Sellers shall, pursuant to Section 365 of the Bankruptcy Code and the terms of this Agreement, move the Bankruptcy Court for the entry of one or more Final Orders authorizing the Sellers to assume and assign to the Buyers (x) at the Closing any Contracts added as Assumed Contracts by the Buyers that were not previously included on Schedule 1.1(a) pursuant to the exercise of the option in Section 2.9(a), (y) the AMULA, to the extent the Buyers elect to assume the AMULA, subject to amendment, pursuant to Section 2.12(c) or (e), and (z) any Glendale Contract which the Buyers elect to assume pursuant to Section 2.14(b) (collectively, "**Added Contracts**"). In the event any Added Contracts cannot be assumed and assigned at the Closing, the Sellers shall proceed expeditiously after such Contracts become Added Contracts to obtain such relief.

2.10 Cure of Defaults. Except with respect to Cure Costs reflected in or included as Allowable Unsecured Claims on Schedules 2.6(v) and 2.8(v) which are purchased by the Buyers in accordance with Section 8.4 and which shall be the obligation of the Buyers, pursuant to the terms of the Sale Order or any other Final Order, the Sellers shall, on the Closing Date or such later date as may be set forth in the Sale Order or any other Final Order of the Bankruptcy Court with respect to Added Contracts, pay to such Person the Cure Cost set forth in the Sale Order necessary to cure any and all outstanding and unsatisfied monetary defaults and breaches under and satisfy (or, with respect to any Assumed Liability that cannot be rendered non-contingent and liquidated prior to the Closing Date, make effective provision reasonably satisfactory to the Bankruptcy Court for satisfaction from funds of the Sellers) any Assumed Liability with respect to each Assumed Contract with such Person as may be assumed by the Sellers and assigned to the Buyers in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement. The parties hereto acknowledge and agree that each Allowable Unsecured Claim set forth on Schedules 2.6(v) and 2.8(v) which is marked by a hash symbol (#) does not reflect or include any Cure Costs. In cases in which the Sellers and the

Buyers are unable to establish in good faith that a default exists with respect to an Assumed Contract, the Sellers shall require that the Bankruptcy Court determine that the relevant Cure Cost for such Assumed Contract is $0.

2.11 Assignments. The Sellers shall transfer and assign all Assumed Contracts to the Buyers, and the Buyers shall assume all Assumed Contracts from the Sellers, as of the Closing Date or such later date as the parties may specify with respect to Added Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order or any other Final Order.

2.12 Treatment of AMULA.

(a) Prior to the Closing, the Buyers will enter into a partial lease assignment agreement with the Sellers substantially in the form attached as Exhibit E hereto, with such changes as may mutually be agreed to by the Buyers and the Sellers ("**Partial Lease Assignment Agreement**") pursuant to which, (i) the Sellers will assign to the Buyers, pursuant to Section 17.2 of the AMULA, all of the Sellers' rights under the AMULA; (ii) the Buyers will pay either to the Sellers or to the City on behalf of the Sellers, on or before the dates such payments are due under the terms of the AMULA, all rent and other amounts payable by the Sellers under the AMULA; and (iii) the Buyers will comply with such other obligations of the Sellers under the AMULA as the Buyers and the Sellers shall mutually agree. The Partial Lease Assignment Agreement shall terminate on the earlier of (x) June 30, 2010 and (y) the date of consummation of a Glendale Team Sale. The Sellers shall give notice to the City in accordance with Section 17.2.1 of the AMULA and take such other action as is necessary or appropriate in connection with the Partial Lease Assignment Agreement to effectuate the partial assignment of rights and obligations provided thereby.

(b) The Sellers agree not to reject the AMULA prior to the latest date on which they are required to make such determination under the Bankruptcy Code and to use their reasonable best efforts to obtain an Order extending such date until June 30, 2010, including seeking the Consent of the City to such extension. Team Seller and Arena Seller further agree that, if they reject the AMULA, the Sellers shall take all actions required to ensure that such rejection does not become effective until June 30, 2010.

(c) From and after the date of this Agreement, the Buyers will use their commercially reasonable efforts to negotiate with the City an amendment to the AMULA upon terms and conditions mutually satisfactory to the Buyers and the City, which terms shall include the ability of the Buyers to assign the AMULA to any Person approved by the NHL. In the event that the Buyers and the City agree to execute an amendment to the AMULA prior to the effective date of any rejection of the AMULA by the Sellers, then (i) the Sellers shall withdraw any motion to reject the AMULA and take such other action as may be required to obtain an Order of the Bankruptcy Court determining that the AMULA is not rejected, and (ii) the AMULA will be treated as an Added Contract in accordance with Section 2.9(b), subject to such amendment, and thereafter shall be deemed an Assumed Contract.

(d) Notwithstanding anything herein to the contrary, the Buyers and Sellers expressly agree that if, prior to December 31, 2009, the Buyers receive a bona fide offer with respect to a Glendale Team Sale (i) from a bona fide purchaser that (x) complies with all of the NHL's requirements for ownership of a Member Club, including submission of all required application materials, (y) demonstrates to the reasonable satisfaction of the NHL that it has the financial capability to consummate the Glendale Team Sale and meet the ongoing operating expenses of the Team and (z) otherwise satisfies the NHL's standards for approval as an owner of a Member Club, (ii) that requires the purchaser to execute the NHL's standard form of Consent Agreement and to assume the AMULA (as the same may be amended), (iii) that would result in the Buyers receiving a purchase price at the closing of such Glendale Team Sale that would result in a Net Profit of not less than $0, and (iv) that would not be subject to a financing condition or any other material contingencies (other than NHL approval and compliance with the Hart-Scott-Rodino Act) (any such Glendale Team Sale meeting the foregoing requirements being a "**Preferred Glendale Team Sale**"), then the Buyers will accept such offer (or, in the event that the Buyers receive more than one bona fide offer satisfying the foregoing requirements, any such offer in the sole discretion of the Buyers) and use their commercially reasonable efforts to consummate such Preferred Glendale Team Sale, notwithstanding any higher or better offer or indication of interest that the Buyers may have received that does not satisfy such requirements (including, without limitation, a transaction that contemplates a relocation of the Team away from Glendale, Arizona). The Buyers and Sellers expressly agree that the City shall be entitled to enforce the Buyers' obligation to accept a Preferred Glendale Team Sale pursuant to this Section 2.12(d); provided that the City does not object to, challenge or seek to render invalid, illegal or unenforceable any of the Transaction Documents, including, without limitation, the Partial Lease Assignment Agreement; and, provided further, that nothing in this Section 2.12(d), including the immediately preceding proviso, shall restrict or limit the City's rights with respect to (x) any action by the Sellers seeking to reject the AMULA or (y) any claims the City may have against the Sellers or any other person (other than the NHL, any NHL Entity, the Buyers or their respective Affiliates), including, without limitation, with respect to rejection of the AMULA.

(e) Prior to the consummation of a Glendale Team Sale (whether or not a Preferred Glendale Team Sale), upon notice by the Buyers to the Sellers, (i) the Sellers shall withdraw any motion to reject the AMULA and take such other action as may be required to obtain an Order of the Bankruptcy Court determining that the AMULA is not rejected, and (ii) the AMULA will be treated as an Added Contract in accordance with Section 2.9(b), subject to any negotiated amendment, and thereafter shall be deemed an Assumed Contract

2.13 SOF Indebtedness. The Buyers shall pay at the Closing all amounts owed by the Sellers to SOF pursuant to the SOF Indebtedness, subject to such alternative arrangement as may be agreed upon prior to the Closing by the Buyers and SOF which results in the satisfaction and/or release of all of SOF's claims against the Sellers.

2.14 Glendale Contracts.

(a) Schedule 2.14(a) sets forth all of the Contracts relating to the AMULA and the operation of the Arena, including the Team's use of the Arena, to which one or both of the Sellers is a party (the "**Glendale Contracts**"). The Sellers agree not to reject the Glendale Contracts prior to the earliest of (i) June 30, 2010, and (ii) the date of a Final Order confirming a plan of reorganization of Sellers under the Bankruptcy Code (in which case the Sellers shall take all actions required to ensure that such rejection does not become effective until June 30, 2010).

(b) At any time prior to the rejection of any Glendale Contract (but not later than June 30, 2010), the Buyers may elect to assume such Glendale Contract. In the event the Buyers have elected to assume a Glendale Contract, such Glendale Contract shall be treated as an Added Contract in accordance with Section 2.9(b) and thereafter shall be deemed an Assumed Contract.

(c) At the Closing, the Sellers and the Buyers will enter into a transition services agreement substantially in the form attached as Exhibit F hereto, with such changes as may mutually be agreed to by the Buyers and the Sellers ("**Transition Services Agreement**") pursuant to which (i) the Sellers will provide to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena; and (ii) the Buyers will pay to the Sellers, as and when due under the Glendale Contracts, all fees, costs, rents and other amounts payable by the Sellers under the Glendale Contracts for the provision of goods and services thereunder. The Transition Services Agreement shall terminate on the earlier of (x) June 30, 2010 and (y) the date on which all Glendale Contracts have either (A) expired (without renewal), (B) been terminated with the consent of all parties thereto, or (C) been assumed by the Buyers pursuant to Section 2.14. To the extent any third party Consent is required in order to effectuate the terms of the Transition Services Agreement with respect to any Glendale Contract, the Sellers will use their commercially reasonable efforts to obtain such Consent. If such Consent is not obtained, the Buyers and Sellers will use their commercially reasonable efforts to enter into an alternative arrangement with respect to such Glendale Contract, including seeking relief from the Bankruptcy Court, to provide the Buyers with the benefits and burdens of such Glendale Contract. Notwithstanding anything in this Section 2.14 or the Transition Services Agreement to the contrary, the Buyers shall have no obligation to renew or extend any Glendale Contract that by its terms expires prior to the termination of the Transition Services Agreement.

(d) Notwithstanding anything herein to the contrary, prior to the termination of the Transition Services Agreement, upon 15 days' prior written notice provided to the Sellers, the Buyers may elect in their sole discretion to treat each Glendale Contract listed on Schedule 2.14(d) as an excluded Contract that will not become an Assumed Contract as of the date specified in such notice (such date, the "**Service Termination Date**"). Upon the Buyers' exercise of the option in the preceding sentence, as of and from the Service Termination Date (i) such Glendale Contract shall be deemed an excluded Contract and the rights thereunder shall be considered Excluded Assets, (ii) the Sellers shall no longer be required to provide the goods,

services, rights and benefits under such Contract to the Buyers, and the Buyers shall no longer be required to pay to the Sellers all fees, costs, rents and other amounts payable by Sellers under such Contract, and (iii) the Sellers shall be entitled to reject such Contract.

(e) Notwithstanding anything herein to the contrary, the Buyers reserve the right to seek to negotiate amendments to one or more of the Glendale Contracts prior to electing to assume such Glendale Contracts.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets shall be:

(a) The assumption of the Assumed Liabilities, including but not limited to:

(i) Assumption of obligation to pay and payment or other satisfaction of all SOF Indebtedness, the aggregate amount of which will be set forth in a certificate, dated October 30, 2009, duly executed by the chief financial officer of each Seller and duly acknowledged by the Buyers and by SOF Investments, L.P., Donatello Investments, LLC and White Tip Investments, LLC [1]; and

(ii) Assumption of all NHL Obligations, the aggregate amount of which will be set forth in a certificate, dated October 30, 2009, duly executed by the chief financial officer of each Seller and duly acknowledged by the Buyers [2]; and

(b) Cash, payable to the Sellers on the Closing Date, in an amount equal to the difference between $128,382,121 and the sum of the payments and amounts referred to in Sections 3.1(a)(i) and 3.1(a)(ii); and

(c) In the event that a Team Sale is consummated prior to the second anniversary of the Closing Date, an additional amount of cash, payable by the Buyers to the Sellers within ten (10) Business Days following consummation of such Team Sale, in an amount

[1] As of 10/28/09, estimated to be approximately $80.747 million, including accrued but unpaid interest and legal fees.

[2] As of 10/28/09, estimated to be approximately $36.332 million, including interest and related costs through November 2, 2009 and $2 million for the payment of professional fees and expenses.

equal to the Net Profit received in connection with such Team Sale; provided, that nothing contained in this Section 3.1(c) shall require the Buyers to seek or agree to a Team Sale involving a relocation of the Team or prohibit or restrict in any way the Buyers' right, in their sole discretion, to agree to and consummate a Glendale Team Sale (whether or not a Preferred Glendale Team Sale).

3.2 Allocation of the Consideration to Purchased Assets. The Buyers shall prepare a proposed allocation of the items constituting consideration for United States federal income tax purposes among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any corresponding or similar provisions of state, local, or foreign Law, as appropriate) and shall deliver such proposed allocation to the Sellers within thirty (30) days after the Closing Date. On or before the thirtieth (30th) Business Day following the Sellers' receipt of the proposed allocation from the Buyers as herein provided, the Sellers shall provide the Buyers with any comments they may have with respect to the proposed allocation. Such comments shall be considered in good faith by the Buyers. To the extent such comments are material in nature, the Sellers and the Buyers shall thereafter work in good faith to resolve any and all objections set forth therein. If the Sellers and the Buyers are unable to resolve any material differences with regard to the allocation of the consideration within thirty (30) Business Days after Sellers' delivery of such written comments to the proposed allocation, then any disputed, material matters will be finally and conclusively determined by an independent certified public accounting firm or independent certified appraisal firm (the "**Valuation Expert**") mutually agreed upon by the Buyers and the Sellers (such agreement not be unreasonably withheld, conditioned or delayed by the Buyers or the Sellers). The Valuation Expert shall promptly resolve any such matters in dispute and render a written report as to the disputed matters and the resulting allocation. The Valuation Expert's fees and expenses shall be borne equally by the Buyers, on the one hand, and the Sellers, on the other hand. The Buyers and the Sellers will each file all Tax Returns (including, but not limited to, IRS Forms 8594) consistent with the allocation established pursuant to the terms of this Section 3.2 (including any adjustment thereto as set forth in this Section 3.2). The Sellers, on one hand, and the Buyers, on the other hand, agree to provide the other promptly with any other information required to complete IRS Forms 8594. Neither the Buyers nor the Sellers shall take any Tax position inconsistent with such allocation (including any adjustment thereto) and neither the Buyers nor the Sellers shall agree to any proposed adjustment based upon or arising out of the allocation by any Governmental Entity without first giving the other party prior written notice; provided, however, that nothing contained herein shall prevent the Buyers or the Sellers from settling any proposed deficiency or adjustment by any Governmental Entity based upon or arising out of the allocation, and neither the Buyers nor the Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of such allocation. The allocation shall be revised by the Buyers in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder to appropriately take into account any payments made under this Agreement treated as an adjustment to the consideration for United States federal income tax purposes.

3.3 Payment Procedures. All cash required to be transferred on the Closing Date pursuant to Section 3.1 will be transferred by wire transfer of immediately available funds in U.S. dollars in the amounts and to the bank account or accounts designated in writing by the relevant party at least one (1) Business Day prior to the Closing Date.

ARTICLE IV

CLOSING DELIVERIES

4.1 Closing. Unless this Agreement is earlier terminated under Article X, the closing of the purchase and sale of the Purchased Assets and assumption and assignment of the Assumed Liabilities (the "**Closing**") shall take place at 10:00 a.m., Eastern time, on a date that is within two (2) Business Days after the conditions set forth in Article IX are satisfied or waived by the party entitled to waive the condition (other than those to be satisfied at Closing, but subject to the satisfaction or waiver of such conditions), at the offices of Skadden, Arps, Slate, Meagher & Flom LLP located at Four Times Square, New York, New York 10036, unless another place, date or time is agreed to by the Buyers and the Sellers. The date and time of the Closing are herein referred to as the "**Closing Date**."

4.2 Closing Deliveries by the Sellers. At the Closing, the Sellers shall deliver or cause to be delivered to the Buyers:

(a) duly executed bills of sale for the Purchased Team Assets and the Purchased Arena Assets, substantially in the form of Exhibits A-1 and A-2, respectively, attached hereto (collectively, the "**Bills of Sale**");

(b) duly executed assignment and assumption agreements for the Assumed Team Liabilities and the Assumed Arena Liabilities, substantially in the form of Exhibits B-1 and B-2, respectively, attached hereto (collectively, the "**Assignment and Assumption Agreements**");

(c) duly executed assignments of the registered Intellectual Property and applications for registrations of Intellectual Property included in the Purchased Team Assets and the Purchased Arena Assets, substantially in the form of Exhibits C-1 and C-2 respectively, attached hereto (collectively, the "**Intellectual Property Assignments**");

(d) such documentation, identified by the Buyers at least two (2) Business Days before the Closing Date, as may be necessary to change the authorized signatories on any bank accounts, safety deposit boxes and lock boxes containing or constituting Purchased Assets;

(e) a certified copy of the Sale Order and any other Order of the Bankruptcy Court with respect to Added Contracts, each of which shall be a Final Order in recordable form;

(f) a true and complete copy, certified by the secretary or an assistant secretary of each Seller, of the resolutions duly and validly adopted by the manager of such

Seller, evidencing the manager's authorization of the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby;

(g) a copy of each Consent obtained by the Sellers with respect to the transactions contemplated hereunder;

(h) a non-foreign affidavit dated as of the Closing Date sworn under penalty of perjury and in form and substance required under Section 1445 of the Code and the Treasury Regulations promulgated thereunder from each Seller stating that such Seller is not a "foreign person" as defined in Section 1445 of the Code;

(i) the resignations of each director or managing member of any corporation, limited liability company or other entity for which such Person currently serves and which corporation, limited liability company or other entity is owned, directly or indirectly, by one or both Sellers and is acquired as a Purchased Asset by either Buyer pursuant to this Agreement;

(j) duly executed instruments necessary for the transfer of all equity interests of the Team Seller in NSC and the NHL Entities to the Team Buyer;

(k) duly executed copy of the NHL Consent Agreement;

(l) a duly executed copy of the Transition Services Agreement;

(m) a duly executed copy of the Partial Lease Assignment Agreement;

(n) the certificates, agreements, instruments and other documents referred to in Section 9.2; and

(o) such other documents as are reasonably required to be delivered by the Sellers to effectuate the transactions contemplated by this Agreement and the other Transaction Documents.

4.3 Closing Deliveries by the Buyers. At the Closing, the Buyers shall deliver or cause to be delivered to Sellers:

(a) the cash payable pursuant to Sections 3.1(b);

(b) the duly executed Bills of Sale;

(c) the duly executed Assignment and Assumption Agreements;

(d) the duly executed Intellectual Property Assignments;

(e) a copy of each Consent obtained by the Buyers with respect to the transactions contemplated hereunder;

(f) a true and complete copy, certified by the secretary or an assistant secretary of each Buyer, of the resolutions duly and validly adopted by the manager of such Buyer, evidencing the manager's authorization of the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby;

(g) a duly executed copy of the Transition Services Agreement;

(h) a duly executed copy of the Partial Lease Assignment Agreement;

(i) the certificates, agreements, instruments and other documents referred to in Section 9.3; and

(j) such other documents as are reasonably required to be delivered by the Buyers to effectuate the transactions contemplated by this Agreement and the other Transaction Documents.

4.4 Subsequent Deliveries by the Buyers. Within ten (10) Business Days following the date of consummation of a Team Sale, the Buyers shall pay to Sellers that portion of the cash consideration payable pursuant to Section 3.1(c).

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as disclosed on the Schedules as referenced below, which Schedules have been separately delivered by the Sellers to the Buyers concurrently with the execution of this Agreement, the Sellers represent and warrant to the Buyers as follows:

5.1 Sellers' Organization. Each Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of Delaware, and has full limited liability company power and authority to enter into this Agreement and consummate the transactions contemplated hereby, subject only to Bankruptcy Court approval.

5.2 Authority and Enforceability. Subject to the Sale Order, each Seller has full limited liability company power and authority to enter into this Agreement. The execution and delivery of this Agreement, and the consummation and performance by Sellers of the transactions contemplated herein, have all been or will be duly authorized by all necessary limited liability company action, and no other proceedings on the part of such Seller are necessary with respect thereto, and this Agreement constitutes a valid and binding agreement of each Seller enforceable against it in accordance with its terms except as enforceability is limited by (a) any applicable bankruptcy, insolvency, reorganization, moratorium, or similar Laws affecting creditors' rights generally, or (b) general principles of equity, whether considered in a proceeding in equity or at Law.

5.3 Consents. Except as specified in Schedule 5.3, Sellers are not required or obligated to give any notice to, make any filing with, or obtain the Consent of any Person in connection with the execution and delivery of the Transaction Documents, the consummation of the transactions contemplated thereby, and performance of each Seller's obligations thereunder, including the Consent of any party to any Contract.

5.4 Capitalization; Officers and Directors.

(a) Holdings owns beneficially and of record all of the issued and outstanding membership interests in Arena Seller, the Persons listed on Schedule 5.4(a) own beneficially and of record the issued and outstanding membership interests in Team Seller set forth therein, and, except for such membership interests, there are no Securities of either Seller outstanding, authorized or held by any other Person nor is any other interest of any kind whatsoever held by any other Person in the capital of Seller.

(b) Except as set forth on Schedule 5.4(b), neither Seller has any Subsidiaries, and neither Seller, directly or indirectly, owns, of record or beneficially, any Securities in any Person. Sellers have delivered to Buyers a true, correct and complete copy of the organizational documents of NSC, the only business of which is to own shares in National Hockey League Enterprises Canada, Inc. and limited partnership interests in National Hockey League Enterprises Canada, L.P. Team Seller owns beneficially and of record all of the issued and outstanding equity interests of NSC, and there is no interest therein of any kind whatsoever held by any other Person, including no options, warrants, rights or commitments of any character.

(c) Schedule 5.1(c) sets forth a true, correct and complete list of all officers, directors and managers of each Seller and NSC.

5.5 Absence of Certain Changes. Since June 30, 2008, except as disclosed on Schedule 5.5, Sellers have conducted the Business only in the ordinary course of business and

have not done any of the following: (a) suffered any change except changes that, in the aggregate, have not resulted and could not reasonably be expected to result in a Material Adverse Effect; (b) disposed of any tangible or intangible assets of the Business except in the ordinary course of business; (c) except as specified in Schedule 5.5, incurred any Liability, except current liabilities for trade or business obligations incurred in the ordinary course of business or suffered any "Loss" (meaning any Liability, penalty, fine, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge), (d) except as specified on Schedule 5.5, created or permitted to exist any Encumbrance on any Purchased Assets; (e) terminated or amended or breached any Assumed Contract (except, in the case of amendment, where Sellers have provided to Buyers a complete copy of such amendment); (f) except in the ordinary course of business, entered into any Contract or made any purchase commitment in excess of the normal, ordinary and usual requirements of its business or at any price materially in excess of the then-current market price or upon terms and conditions materially more onerous than those usual and customary in the industry; (g) failed to replenish its inventories and supplies in a normal and customary manner consistent with its prior practice and ordinary business practices prevailing in the industry; (h) except as specified on Schedule 5.5, experienced any damage, destruction or loss exceeding $50,000 individually or $100,000 in the aggregate, related to the Purchased Assets; (i) obtained Knowledge of any occurrence, event, action, failure to act, or transaction, any one of which was outside the ordinary course of business, unless any of the above was not reasonably likely to result in a Material Adverse Effect; or (j) entered into any agreement or made any commitment to take any of the actions described in Section 5.5(a) - 5.5(i).

5.6 Books and Records. The certificate of formation and operating agreement, minute books, and all other records of each Seller, all of which have been made available to Buyers, are complete, and contain no inaccuracies, other than as set forth on Schedule 5.6.

5.7 Material Contracts.

(a) Schedule 5.7(a) attached hereto lists each Material Contract.

(b) At or prior to Closing, Sellers shall have delivered or made available to Buyers a copy of all Material Contracts, including all amendments and supplements.

(c) Except as disclosed on Schedule 5.7(c), each Material Contract is in full force and effect and is valid and enforceable by each such Seller party thereto in accordance with its terms, except as enforceability is limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or (ii) general principles of equity, whether considered in a proceeding in equity or at Law.

(d) Except as stated on Schedule 5.7(d), neither Seller is in default under any Material Contract, and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by such Seller under any Material Contract.

(e) Except as stated on Schedule 5.7(e), to the Knowledge of the Sellers, no other Person is in default under any Material Contract and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by any other Person under any Material Contract.

(f) Except as stated on Schedule 5.7(f), neither Seller is party to any oral Contract.

5.8 Player Contracts and Employees.

(a) Schedule 5.8 attached hereto lists the following information for each Team player as of the date of this Agreement: (i) name; (ii) current annual base salary or annualized wages; (iii) deferred compensation and time of payment of such compensation in the future; (iv) vacation accrued and unused; and (v) service credited for purposes of vesting and eligibility to participate under any of the Employee Benefit Plans. At or prior to Closing, Team Seller shall have delivered to Buyers a copy of all Employment and Independent Contractor Contracts for the employment of Team players and all amendments and supplements.

(b) To the Knowledge of Team Seller, no player employee of Team Seller has indicated his intention to resign. Except for Team Seller's player employees that Team Seller identifies in a written communication to Buyers before the Closing that shall remain confidential, all of Sellers' managers, officers, and employees are in good standing under the terms of their employment, and to the Knowledge of the Team Seller there exists no problem or difficulty with the employment of any of the Team players. Except as disclosed on Schedule 5.8 attached hereto, Sellers have paid all wages, bonuses, commissions, or other compensation due and payable to each of its employees in accordance with its customary practice, or such amounts will be paid under an Employee Benefit Plan or otherwise.

(c) Team Seller currently complies and has always complied, in all respects, with the Immigration Reform and Control Act of 1986 and all laws and all rules of the NHL with respect to Team players.

(d) Except as disclosed on Schedule 5.8 attached hereto, each Employment and Independent Contractor Contract for the employment of Team players is in full force and effect and is valid and enforceable in accordance with its terms, except as enforceability is limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or (ii) general principles of equity, whether considered in a proceeding in equity or at Law.

(e) Except as stated on Schedule 5.8 attached hereto, Team Seller is not in default under any Employment and Independent Contractor Contract for the employment of Team players, and no event or circumstance has occurred that would, with notice or lapse of time

or both, constitute a default by Team Seller under any Employment and Independent Contractor Contract for the employment of Team players.

(f) Except as stated on Schedule 5.8 attached hereto, to the Knowledge of the Team Seller, no other Person is in default under any Employment and Independent Contractor Contract for the employment of Team players and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by any other Person under any Employment and Independent Contractor Contract for the employment of Team players.

5.9 Employee Benefit Plans. Schedule 5.9 sets forth each Multiemployer Plan in effect on the Closing Date in which any Person who is a party to an Employment and Independent Contractor Contract for the employment of a Team player and any former Team player is eligible to participate. Buyers and Sellers shall have complied in all material respects with all applicable NHL Constitution and NHL By-Laws and other regulations regarding the provision of employee benefits, and shall take all steps necessary to transfer sponsorship, of such Multiemployer Plans as are required by a Collective Bargaining Agreement to be assumed and assigned, effective as of the Closing. Sellers shall provide Buyers with true, complete and correct summary plan descriptions, Form 5500s, funding or financing arrangement, reports, returns and similar documents required to be filed with any Governmental Entity or distributed to any participant to enable Sellers and Buyers to effectuate the assignment of sponsorship of such Multiemployer Plans. To the Knowledge of the Sellers, each such Multiemployer Plan that is sponsored by Seller has been administered in accordance with its terms and is in compliance with applicable provisions of ERISA and other applicable law and any applicable terms of a Collective Bargaining Agreement. To the Knowledge of the Sellers, there are no investigations by any Governmental Entity, termination proceedings or other claims (except routine claims for benefits payable) or proceedings against or involving any Multiemployer Plan sponsored by the Sellers, and all contributions to and payment from such Multiemployer Plan required by law or by a Collective Bargaining Agreement to be made has been timely made. Each Multiemployer Plan has been the subject of an unrevoked determination letter or opinion letter from the Internal Revenue Service that such plan and related trust is qualified and exempt from federal income taxes, and to the Knowledge of the Sellers, no circumstances exist that would adversely affect the tax-qualification of such Multiemployer Plan.

5.10 Intellectual Property.

(a) To the best of the Knowledge of the Sellers, all Intellectual Property used in the Business is listed on Schedule 5.10(a) and owned or licensed by one or both Sellers.

(b) With respect to each item of Intellectual Property identified on Schedule 5.10(a) (other than the off-the-shelf software) Sellers represent and warrant the following:

(i) No activity of Sellers in conducting the Business and no Intellectual Property listed on Schedule 5.10(a) violates or misappropriates any Intellectual Property or other proprietary rights of any other Person. One or both Sellers own or have the right to use pursuant to license, sublicense, Contract, or permission, such Intellectual Property for the operation of the Business as presently conducted. Each item of Intellectual Property owned or used by a Seller immediately before the Closing will be owned or available for use by Buyers on identical terms and conditions immediately after the Closing;

(ii) To the extent a Seller owns an item of Intellectual Property, except as disclosed on Schedule 5.10 attached hereto, such Seller possesses all right, title, and interest in and to such item, free and clear of any lien, license, or other restriction;

(iii) Except as disclosed on Schedule 5.10 attached hereto, a Seller has the right to assign the item to Buyers and has not conveyed any rights in the item to any other Person;

(iv) The item is not subject to any outstanding Order;

(v) No Action, complaint, or demand is pending or is threatened that challenges the legality, validity, enforceability, use, or ownership of the item;

(vi) Neither Seller has agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item; and

(vii) Neither Seller will use, interfere with, infringe upon, misappropriate, or otherwise come into conflict with, the Intellectual Property listed on Schedule 5.10(a) after the Closing.

(c) Schedule 5.10(a) lists all off-the-shelf software licensed by Sellers that is material to the operation of the Business in sufficient detail to permit Buyers to assess compatibility with Buyers' software. Schedule 5.10(a) identifies all such off-the-shelf software by type, number of copies of each software product, and number of licenses. As of the Closing Date, Sellers are fully compliant with all software licenses and to the Knowledge of the Sellers there are no unlicensed copies of software existing on any equipment, computers, machinery or media that is being transferred to Buyers in the transactions contemplated by this Agreement.

5.11 Taxes. The Sellers have (i) timely filed all Tax Returns required to be filed relating to the Business and (ii) except as such payment is stayed as a result of the Bankruptcy Case, have paid all Taxes relating to the Business which will have been required to

be paid by it, the non-payment of which would result in a Encumbrance on any Purchased Asset, would otherwise adversely affect the Business or would result in the Buyers becoming liable or responsible therefore. The Sellers have established, in accordance with generally accepted accounting principles applied on a basis consistent with that of preceding periods, adequate reserves for the payment of all Taxes relating to the Business incurred or relating to a Pre-Closing Tax Period, the non-payment of which would result in a Encumbrance on any Purchased Asset, would otherwise adversely affect the Business or would result in the Buyers becoming liable therefore, and such Taxes have been paid or will be paid under the Sellers' plan of reorganization filed with the Bankruptcy Court. The Sellers have not waived or been asked to waive any statute of limitations in respect of Taxes relating to the Business.

5.12 Tangible Personal Property. Schedule 5.12 accurately lists all items of tangible personal property used in connection with the Business and accurately shows for each item of tangible personal property whether it is subject to a lease or Encumbrance. Except as otherwise disclosed on Schedule 5.12, the tangible personal property is in good operating condition and repair (ordinary wear and tear excepted) and is available for use in the Business. All tangible personal property (including tangible personal property in which Sellers have only a leasehold interest) has been maintained and repaired in a reasonably prudent manner and at a level not less than the level of maintenance and repair existing prior to the execution of the Agreement.

5.13 Adequacy of Assets. The Purchased Assets, together with all Material Contracts that are not Assumed Contracts, constitute, in the aggregate, all of the assets, property and Contracts necessary for conduct of the Business in all material respects in the manner in which, and to the extent to which, it is currently being conducted.

5.14 NHL Status. The Team Seller is an existing Member Club and such membership interest in the NHL has not been revoked.

5.15 Environmental Matters.

(a) Sellers have obtained all Permits required for the operation of the Business by all Environmental Laws and Occupational Health and Safety Laws and are in compliance with these Permits and with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables contained in or arising from any Environmental Laws and Occupational Health and Safety Laws. Sellers have not received, nor do they have any reason to suspect that they may receive, any notices, reports, or other information, and are not subject to any threatened or pending investigations or proceedings or any Order, from any Person, regarding (i) an actual, potential, or alleged violation of or failure to comply with any Environmental Law or Occupational Health and Safety Law; (ii) any Environmental Contamination; or (iii) any Release, event, incident, condition, action, or failure to act related to a Seller or the Business, which is reasonably likely to prevent continued compliance with any Environmental Law or Occupational Health and Safety Law or which would otherwise be reasonably likely to give rise to any Environmental, Health or Safety Liabilities, and, to the Knowledge of the Sellers, no facts exist that would be reasonably likely to result in any such matter listed in (i)-(iii).

(b) Sellers have no Knowledge of any facts or conditions relating to Sellers' Business that prevent, hinder, or limit Buyers' ability to comply with Environmental Laws or Occupational Health and Safety Laws, and Sellers have no Knowledge of or any basis to expect, nor has either Seller or any other Person for whose conduct such Seller is or may be held responsible, received any citation, directive, inquiry, notice, Order, summons, warning or other communication that relates to (x) a Hazardous Activity, (y) Hazardous Materials, or (z) any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health or Safety Liabilities, including facts or conditions consisting of or relating to the following: (a) any environmental, health, or safety matter or condition (including on-site or off site Environmental Contamination, occupational safety and health, and regulation of any Hazardous Material); (b) any proceeding, Order, loss, or litigation expense arising under any Environmental Law or Occupational Health and Safety Law; (c) financial responsibility under any Environmental Law or Occupational Health and Safety Law for cleanup costs or corrective action, including any cleanup, removal, containment, or other remediation or response actions required by any Environmental Law or Occupational Health and Safety Law or any Person; or (d) any other compliance, corrective, or remedial measure required under any Environmental Law or Occupational Health and Safety Law. If required by any Environmental Law, Sellers have sent all Hazardous Materials for storage, recycling, treatment or disposal in accordance with all Environmental Laws.

(c) Sellers have not assumed, either expressly or by operation of law, any Liability of any other Person relating to an Environmental Law.

(d) Sellers have delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring that Sellers have Knowledge of having been in possession of either Seller, pertaining to Hazardous Materials or Hazardous Activities in, on, or under any property related to the Business or concerning compliance by a Seller, or any other Person for whose conduct such Seller may be held responsible, with Environmental Laws.

5.16 No Operations. Dewey Ranch Hockey, LLC does not own, lease, license or otherwise have any rights in or to (i) any assets, or (ii) any employees involved in the operation of the Team or the Arena.

5.17 Real Property.

(a) Neither Seller owns any real property.

(b) Schedule 5.17(b) sets forth a true and complete list and a brief description of each leasehold, license or other interest in (including the right to use or occupy or permit others to use or occupy) real property, including the Arena, parking and other buildings or improvements, held by either Seller as of the date hereof (collectively, the "**Leased Real Property**"). The applicable Seller (i) has a valid leasehold, license, easement or other interest in each Leased Real Property that is part of the Purchased Assets (the "**Purchased Leased Real Property**") and (ii) has the right to quiet enjoyment of each Purchased Leased Real Property for

the full term of each lease, license, easement, declaration or similar agreement (and any renewal option) relating thereto. The Sellers have provided the Buyers with true and complete copies of all leases, licenses, easements, declarations, and similar agreements relating to the Purchased Leased Real Property in their possession, including all amendments, modifications and supplements thereto, all of which are specifically listed on Schedule 5.17(b), and each of which is in full force and effect and under which no default or event of default has occurred either with respect to the Sellers or, to the Knowledge of the Sellers, the other parties thereto. The leasehold, license, easement or other interest of the applicable Seller in such Purchased Leased Real Property is not subject or subordinate to any Encumbrances, except for Permitted Encumbrances, and the applicable Seller has the right to convey such interest to Buyers, free and clear of all Encumbrances other than such Permitted Encumbrances, in accordance with the terms of this Agreement. To the Knowledge of the Sellers, each of the Purchased Leased Real Properties is properly zoned and entitled (and meets all applicable zoning requirements that it is subject to), and all Permits have been obtained or made, for the applicable Seller's current and heretofore use thereof, and all such Permits are in full force and effect and neither the Sellers nor Holdings has received any notice of any violations of such Permits. There are no condemnation proceedings in which either Seller or Holdings has been served or, to the Knowledge of the Sellers, threatened with respect to any of the Purchased Leased Real Properties. The Purchased Leased Real Properties are in good condition and repair (subject to ordinary wear and tear) and, to the Knowledge of the Sellers, there are no latent or patent structural or other material defects and there is no material deferred maintenance with respect to the Purchased Leased Real Properties. No offsite improvements are necessary or used for the ownership, use or operation of the Purchased Leased Real Properties, other than public utilities. The Sellers have delivered to the Buyers all operating manuals and warranties related to the Arena and the systems and equipment therein.

(c) To the Knowledge of the Sellers, there is no pending or threatened claim to curtail or reduce any utility service to the Purchased Leased Real Properties or any part thereof. To the Knowledge of the Sellers, all potable and industrial water and gas, electrical, telecommunication, sanitary, drainage and storm sewer lines, systems and hook ups and all other utilities and public or quasi-public improvements located upon, under, at or adjacent to the Purchased Leased Real Properties and necessary for the normal operation thereof in the ordinary course of business are installed and connected under valid Permits, in good working order and adequate to service the Purchased Leased Real Properties. To the Knowledge of the Sellers, the water supply and water purity, the sewer, drainage and waste disposal systems and all other utility systems necessary and appropriate for the use and occupancy of the Purchased Leased Real Properties in the ordinary course of business are sufficient in all material respects for the operation thereof in the ordinary course of business.

5.18 Disclosure. The Transaction Documents do not contain any untrue statement of material fact and do not omit any material fact necessary to make statements contained therein not misleading. To the Knowledge of the Sellers, there are no facts relating to the Business that have not been disclosed to Buyers, unless those facts would not reasonably be likely to result in a Material Adverse Effect.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF THE BUYERS

Except as disclosed on the Buyer Schedules as referenced below, which Buyer Schedules have been separately delivered by the Buyers to the Sellers concurrently with the execution of this Agreement, the Buyers represent and warrant to the Sellers as follows:

6.1 Buyers' Organization. Each Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of Delaware, and has full limited liability company power and authority to enter into this Agreement and consummate the transactions contemplated hereby, subject only to Bankruptcy Court approval. Each Buyer is directly or indirectly owned and controlled by an Affiliate of the NHL or an NHL Entity.

6.2 Authority and Enforceability. Each Buyer has full limited liability company power and authority to enter into this Agreement. The execution and delivery of this Agreement, and the consummation and performance by each Buyer of the transactions contemplated herein, have all been or will be duly authorized by all necessary limited liability company action, no other proceedings on the part of such Buyer are necessary with respect thereto, and this Agreement constitutes a valid and binding agreement of each Buyer enforceable against such Buyer in accordance with its terms except as enforceability is limited by (a) any applicable bankruptcy, insolvency, reorganization, moratorium, or similar Law affecting creditors' rights generally, or (b) general principles of equity, whether considered in a proceeding in equity or at Law.

6.3 Financial Capability. The Buyers currently expect to have as of the Closing Date sufficient funds to enable the Buyers to consummate the transactions contemplated by this Agreement. The Buyers currently expect that such funds will be provided by the NHL or an Affiliate of the NHL or an NHL Entity from existing credit facilities and cash on hand.

6.4 Litigation. There is no Action now pending, or, to the knowledge of the Buyers, threatened against either Buyer before any court, arbitration, administrative, or regulatory body or any Governmental Entity which may result in any Order or other determination which will, or could reasonably be expected to, materially impair the ability of either Buyer to fulfill and perform its obligations under this Agreement.

6.5 NHL Consents. The Buyers are legally, financially and otherwise qualified under the NHL Rules to acquire and operate the Business. The Buyers have obtained the consent or a waiver of consent from the NHL approving the transactions contemplated hereby, including the ownership of the Team by Team Buyer and its Affiliates and the operation of the Team in its current territory of Glendale, Arizona, and no further Consents of the NHL pursuant to the NHL Rules, shall be required.

ARTICLE VII

COVENANTS WITH RESPECT TO CONDUCT OF THE SELLERS AND THE BUYERS PRIOR TO CLOSING

From the date hereof through and including the Closing Date, the Buyers and the Sellers will comply with the applicable terms and provisions of this Article VII.

7.1 Access; Books and Records. From the date of this Agreement until the Closing Date, upon notice given in accordance with this Agreement from the Buyers to the Sellers, the Sellers shall, and shall cause their Representatives to, authorize and permit the Buyers and their Representatives to have reasonable access during normal business hours, in such manner as will not unreasonably interfere with the conduct of each Seller's business, to all of the Sellers' properties, books, records, Tax Returns and all other information with respect to each Seller's business, the Purchased Assets and the Assumed Liabilities as the Buyers may from time to time request, and to make copies of such books, records and other documents, and to discuss each Seller's business with the officers, accountants and counsel, of such Seller as requested by the Buyers.

7.2 Notification of Certain Matters; Updates of Schedules. The Sellers shall give prompt notice to the Buyers, and the Buyers shall give prompt notice to the Sellers, of (and in each case the notifying party shall use its reasonable best efforts to cure before the Closing Date) the occurrence, or failure to occur, of any event that would be likely to cause any representation or warranty by such party contained in this Agreement to not be true and correct or any failure of such party to comply with any covenant or agreement to be complied with by it under this Agreement, in either case that would prevent the satisfaction of a Closing condition set forth in Article IX. Furthermore, on or prior to the Closing Date, the Sellers shall deliver to the Buyers amendments to the Schedules delivered by the Sellers to the Buyers under Article V to reflect any changes thereto that occurred or were discovered between the execution of this Agreement and the Closing Date. No amendment to the Schedules or notification to the Buyers made pursuant to the requirements of this Section 7.2 shall (i) become effective or prevent or cure any breach of any representation, warranty, covenant or other provision of this Agreement or (ii) have any effect on Buyers' rights and remedies hereunder.

7.3 Conduct of Business. Until the Closing, in each instance with respect exclusively to the Business, unless consented to in writing by Buyers (which consent shall not be unreasonably withheld, delayed, or conditioned), Sellers shall:

(a) Preservation. Use commercially reasonable efforts to preserve intact its current business organization, keep available the services of its officers, employees, and agents and maintain its present business relations and goodwill with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with Sellers;

(b) Changes. Confer with Buyers prior to implementing operational decisions of a material nature;

(c) Maintenance. Not dispose of or transfer Purchased Assets (including the disposition or transfer of any tangible personal property) except in the ordinary course of business and maintain the Purchased Assets in a state of repair and condition that materially complies with Law and is consistent with Sellers' ordinary course of business;

(d) Compliance. Comply in all material respects with all Laws and contractual obligations applicable to the operations of the Business;

(e) Consents. Cooperate with Buyers in good faith and in a commercially reasonable manner, but without incurring any material cost or expense, to assist Buyers in identifying and obtaining any Consents required by Buyers to operate the Business from and after the Closing Date, provided that Sellers will be responsible for obtaining Consents pursuant to Section 7.4 prior to Closing;

(f) Books. Maintain all books and records relating to the Business in the ordinary course of business;

(g) Other Actions. Do or refrain from doing all acts and things in order to (i) ensure that the representations and warranties in Article V remain true and correct at the Closing as if such representations and warranties were made at and as of such date, and (ii) to satisfy or cause to be satisfied the conditions in Article IX which are within Sellers' control; and

(h) Player Actions. Without limiting the generality of the foregoing, unless otherwise agreed to in writing by Buyers, Team Seller will not trade or release any players or draft picks.

Nothing contained in this Section 7.3 shall be deemed to amend, modify, supersede or terminate the rights of the Commissioner of the NHL or his designees to operate and control the operation of the Team pursuant to the Sale Order.

7.4 Permits and Consents.

(a) The Sellers and the Buyers agree to cooperate with each other and use their respective reasonable best efforts to obtain (and will promptly prepare all registrations, filings, applications, requests and notices relating to) all Permits that may be necessary to consummate the transactions contemplated by this Agreement. Team Buyer agrees to accept and enter into the NHL Consent Agreement and the NHL Guaranty. To the extent applicable, the Sellers agree to enter into the NHL Consent Agreement on such terms and conditions as are customarily provided in an NHL Consent Agreement.

(b) To the extent that the Consent of a third Person with respect to any Material Contract or Employment and Independent Contractor Contract that is an Assumed Contract or any Assumed Plan is required to consummate the transactions contemplated by this Agreement, the Sellers and Buyers shall use their reasonable best efforts to obtain such Consent prior to the Closing Date; provided, however, unless contractually required, neither the Sellers nor Buyers shall be required to compensate any third Person, incur any material expense or make any material amendment or modification to any such Contract or Employee Benefit Plan.

(c) The Sellers, on the one hand, and the Buyers, on the other hand, will promptly notify the other if they reasonably believe that, notwithstanding their reasonable best efforts, they will be unable to obtain one or more of the Permits or Consents prior to the Closing Date.

7.5 Reports; Financial Statements. The Sellers shall furnish to the Buyers as soon as available copies of any material reports, renewals, filings, certificates, statements, memoranda and other documents filed by either Seller with any Governmental Entity.

7.6 Efforts of Parties to Close. During the period from the date of this Agreement through the Closing Date, subject to Section 7.4, each party hereto shall use its reasonable best efforts to cause all conditions to Closing set forth in Article IX to be timely satisfied and to perform and fulfill all obligations on its part to be performed and fulfilled under this Agreement, to the end that the transactions contemplated by this Agreement shall be effected in an expeditious manner to the extent practicable; provided, however, that the Buyers shall not be deemed in breach of the foregoing or any other provision of this Agreement if they do not agree upon terms and conditions of any amendment to the AMULA pursuant to Section 2.12(c) acceptable to the Buyers.

7.7 Bankruptcy Court Matters.

(a) The Sellers and the Buyers acknowledge that this Agreement and the sale of the Purchased Assets and the assumption and assignment of the Assumed Contracts are subject to Bankruptcy Court approval. The Sellers and the Buyers acknowledge that (i) to obtain such approval, the Sellers must demonstrate that they have taken reasonable steps to obtain the highest and otherwise best offer possible for the Purchased Assets, and that such demonstration shall include giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, and (ii) the Buyers must provide adequate assurance of further performance under the to-be-assigned executory Assumed Contracts.

(b) The Buyers shall serve this Agreement, including the attached Sale Order, so as to be received on or before October 29, 2009, at 4:00 p.m., by (i) the Debtors; (ii) the NHL; (iii) the Notice Parties (as defined in the Bid Procedures Order); (iv) all known creditors and counterparties of the Sellers; (v) all federal, state, county, local and foreign Taxing authorities that have a reasonably known interest in the relief granted in the Sale Order; (vi) the IRS; and (vii) the Pension Benefit Guaranty Corporation.

(c) The Bankruptcy Court has scheduled the Sale Hearing for November 2, 2009. The Sellers shall use their reasonable best efforts to have the Bankruptcy Court enter the Sale Order immediately upon the completion of the Sale Hearing, but in any case no later than three (3) days after the Sale Hearing. The Sellers shall use their reasonable best efforts to obtain a ruling that the Sale Order is immediately effective notwithstanding Fed. R. Bankr. P. 6004(h) and 6006(d). Furthermore, the Sellers shall use their reasonable best efforts to obtain any other Consents from the Bankruptcy Court that may be reasonably necessary to consummate the transactions contemplated in this Agreement.

(d) The Buyers agree to promptly use their reasonable best efforts (not including the expenditure of funds other than professional and administrative costs) to take such actions as are reasonably requested by the Sellers to assist in obtaining the Sale Order, including furnishing truthful affidavits and/or information, to the extent reasonably available to the Buyers, for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by the Buyers under this Agreement and demonstrating that the Buyers are "good faith" purchasers under Section 363(m) of the Bankruptcy Code.

(e) With respect to each of the Assumed Contracts, the Buyers shall cooperate as reasonably necessary to provide adequate assurance of future performance to counterparties to such Assumed Contracts as required under Section 365 of the Bankruptcy Code.

(f) In the event the entry of the Sale Order shall be appealed or a stay thereof be sought, the Sellers shall immediately notify the Buyers. The Sellers shall use their reasonable efforts to defend such appeal and oppose such a stay.

7.8 Due Diligence. Buyers shall be entitled to conduct such due diligence as is necessary or desirable to (a) confirm the accuracy of Sellers' representations and warranties in Article V, (b) confirm the satisfaction of conditions precedent to Closing set forth in Article IX and (c) update or modify the Schedules as provided herein.

7.9 Termination of Claims and Actions. Notwithstanding anything to contrary in this Agreement, from the date hereof, the Sellers agree, and shall use their reasonable best efforts to cause their Affiliates, (i) not to, directly or indirectly, investigate, commence, prosecute, support, assist, aid, abet, cooperate with or encourage any claims, actions, lawsuits, demands, causes of action or the like including, but not limited to, any such claims, actions, lawsuits, demands or causes of action based on alleged violations of any antitrust laws, against the Buyers, the NHL or the City, (ii) not to object to or contest in any manner, or raise any defense to any motion, proceeding or other action requesting the rescission, dismissal or other termination of any such claims, actions, lawsuits, demands or causes of action against the Buyers, the NHL or the City, and (iii) to take all actions necessary to cause any such claims, actions, lawsuits, demands or causes of action by or on behalf of the Sellers to be rescinded, dismissed or otherwise terminated; provided, however, that the foregoing (i), (ii) and (iii) shall not apply to any claims, actions, lawsuits, demands or causes of action against the Buyers or the NHL to enforce this Agreement.

ARTICLE VIII

CONTINUING COVENANTS

8.1 Tax Matters.

(a) Real Property, Personal Property and Similar Ad Valorem Obligations. Sellers shall be liable for any real property, personal property and similar *ad valorem* obligations applicable to the Business and the Purchased Assets allocable to a Pre-Closing Tax Period; and Buyers shall be liable for any such obligations allocable to a Post-Closing Tax Period. Such obligations shall be allocated to the Pre-Closing Tax Period by multiplying the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction the numerator of which is the number of calendar days in the period ending on the close of Closing Date and the denominator of which is the number of calendar days in the entire period; and such obligations shall be allocated to the Post-Closing Tax Period by multiplying the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction the numerator of which is the number of calendar days in the period ending beginning after the Closing Date and the denominator of which is the number of calendar days in the entire period.

(b) Transaction Taxes. The Sellers shall bear and be responsible for paying any and all sales, use, transfer and any other real estate, documentary, registration, business and occupation and other similar taxes (including related penalties (civil or criminal), additions to tax and interest) imposed by any Governmental Entity with respect to the transactions contemplated by this Agreement ("**Transaction Taxes**"), regardless of whether the tax authority seeks to collect such taxes from the Sellers, Buyers or any of their Affiliates.

(c) Cooperation on Tax Matters. The Sellers and the Buyers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information as is reasonably necessary to allow the Sellers or the Buyers, as the case may be, to file any Tax Returns for which such party is responsible, and determine the amount of Taxes due thereon, with respect to any Taxes relating to the Business, the non-payment of which would result in a Encumbrance on any Purchased Asset, would otherwise adversely affect the Business or would result in Buyer becoming liable or responsible therefore. The Buyers and Sellers shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with any audit, litigation, or other proceeding with respect to such Taxes (a "**Tax Proceeding**"). The Sellers, on the one hand, and Buyers, on the other hand, shall give prompt written notice to the other party of any proposed adjustment or assessment of any such Taxes, or of any examination of related to such Taxes. The Sellers, on the one hand, and the Buyers, on the other hand, shall not negotiate a settlement or compromise of such Taxes without the written consent of the other party, which consent shall not be unreasonably conditioned, delayed or withheld. The parties' cooperation shall include the retention and (upon the other party's request) the provision of

records and information that are reasonably relevant to any such Tax Proceeding and the availability of employees on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Buyers and Sellers agree (A) to retain all books and records with respect to Tax matters related to such Taxes until the expiration of the statute of limitations (and, to the extent notified by the Buyers or Sellers, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (B) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests, the Buyers or Sellers, as the case may be, shall allow the other party to take possession of such books and records to the extent they would otherwise be destroyed or discarded. Any information obtained under this Section 8.1 or under any other Section hereof providing for the sharing of information or the review of any Tax Return or other schedule relating to Taxes shall be subject to Section 12.6 hereof.

(d) Notice. The Sellers shall (i) provide appropriate notice of the Bankruptcy Case, any motions filed in respect of the Sale Order and related matters to all Governmental Authorities that may seek to collect property Taxes or impose on the Sellers, the Buyers or any Purchased Asset penalties for any property Taxes, and (ii) use all commercially reasonable efforts to obtain certificates, releases or other appropriate documentation from such Governmental Authorities to the extent such Governmental Authorities provide such certificates, releases or documentation in the ordinary course, providing that such property Taxes have been paid or are not owed.

8.2 Employee Matters.

(a) Employment. The Sellers shall terminate as of the Closing all of their employees who are not parties to Employment and Independent Contractor Contracts that are Assumed Contracts, and the applicable Buyer shall offer full-time employment effective as of the Closing to each employee who is not party to an Employment and Independent Contractor Contract that is an Assumed Contract and who is employed immediately prior to the Closing Date. Notwithstanding the immediately preceding sentence, the Sellers will not terminate any of their employees who are parties to Employment and Independent Contractor Contracts that are Glendale Contracts prior to the earlier of (i) the date on which the Sellers are permitted to reject Glendale Contracts pursuant to Section 2.14(a) and (ii) the expiration (without renewal) in accordance with its terms, if any, with respect to the applicable Employment and Independent Contractor Contract. Such offers of employment shall, unless the Buyers in their sole discretion determine otherwise, be on an employment-at-will basis, and shall be on such other terms and conditions as the Buyers determine in their sole discretion. Such employees who accept a Buyer's offer of employment and all employees of a Seller who are parties to Employment and Independent Contractor Contracts that are Assumed Contracts shall be referred to as the "**Transferred Employees**." To facilitate the Buyers' obligations under this Section 8.2, upon request, the Sellers shall provide the Buyers within a reasonable period prior to the Closing a true and correct list of all their employees, including with respect to any inactive employee, the reason for such inactive status and, if applicable, the anticipated date of return to active employment. Except as otherwise specifically set forth herein, the Sellers shall have no

responsibility whatsoever for any Liabilities that relate in any way to any Transferred Employee's employment with, or termination by, a Buyer.

(b) Employee Benefits. The Sellers shall cooperate with the Buyers to ensure a smooth and orderly transition of the Assumed Plans, including the rights and assets of the Sellers under Multiemployer Plans administered or sponsored by the NHL for the benefit of the Member Clubs, to the Buyers (or their designated Affiliate).

8.3 Further Assurances. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the parties shall take such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, all at the sole cost and expense of the requesting party.

8.4 Purchase of Allowable Unsecured Claims. During the period commencing immediately following the Closing and ending on the 60th day following the Closing Date, the Buyers shall offer, and shall use their commercially reasonable efforts, to purchase the Allowable Unsecured Claims listed on Schedules 2.6(v) and 2.8(v) from the respective owners of such Allowable Unsecured Claim, in each case for the respective amounts set forth on Schedules 2.6(v) and 2.8(v); provided, that with respect to any Allowable Unsecured Claim set forth on Schedules 2.6(v) or 2.8(v) that is marked with an asterisk (*), if the Buyers, the holder and the Creditors' Committee agree on a different amount, the Buyers shall purchase the claim at such agreed upon amount (any Allowable Unsecured Claims so purchased, the "**Purchased Claims**"). The Buyers' obligation to purchase any of the Allowable Unsecured Claims listed on Schedules 2.6(v) and 2.8(v) will be expressly conditioned upon, and the Buyers will have no obligation to purchase any of such Allowable Unsecured Claims in the absence of, the Closing having occurred in accordance with the provisions of this Agreement and receipt of a written agreement from the sellers of such Allowable Unsecured Claims effectively transferring to the Buyers all of such seller's rights with respect thereto in the form of Exhibit G. Any Purchased Claims will be subordinated in right of payment from the Sellers' estates to all other Allowable Unsecured Claims other than claims of any nature whatsoever of Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust or any of their respective Affiliates. Within five (5) Business Days after May 1, 2010, the Buyers will pay to the Sellers' estates cash in an amount equal to the difference, if any, resulting from $11,617,879 minus the aggregate amount actually paid by the Buyers for Purchased Claims pursuant to this Section 8.4. The Buyers and the Sellers expressly agree that the Creditors' Committee shall be the sole party entitled to enforce Buyers' obligation to offer and use their commercially reasonable efforts to acquire the Allowable Unsecured Claims listed on Schedules 2.6(v) and 2.8(v) from the respective owners of such Allowable Unsecured Claim in accordance with the terms of this Section 8.4.

8.5 Reduction of Moyes Guaranty. The parties acknowledge that, concurrently with and effective upon the Closing, the NHL will, at the request of the Creditors' Committee amend the Moyes Guaranty to reduce the maximum cap amount under the Moyes Guaranty from $30,000,000 to $15,000,000; provided, that such amendment will specify, and the parties acknowledge and understand, that neither the NHL, on the one hand, nor Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust, on the other hand, waives or

releases, and each expressly reserves its right to assert, any claims, actions, causes of action or defenses they may have with respect to the Moyes Guaranty, as so amended. Such amendment will be in the form of a written instrument mutually acceptable to, and duly and validly executed by, the NHL, on the one hand, and Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust, on the other hand.

ARTICLE IX

CONDITIONS OF PURCHASE

9.1 General Conditions. The obligations of the parties to effect the Closing shall be subject to the following conditions unless waived in writing by the parties:

(a) No Restraint. No Law shall have been enacted, entered, issued, promulgated or enforced by any Governmental Entity that prohibits or restricts the transactions contemplated by this Agreement. No Governmental Entity shall have notified any party to this Agreement that consummation of the transactions contemplated by this Agreement would constitute a violation of any Law of any jurisdiction and/or that it intends to commence a suit, action, proceeding or investigation to restrain or prohibit such transactions or force divestiture or rescission, unless such Governmental Entity shall have withdrawn such notice and abandoned any such suit, action, proceeding or investigation prior to the Closing Date.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order which, if not a Final Order, shall not have been stayed or postponed or prohibited in effect in whole or part by any court or Governmental Entity, and such Sale Order meets the requirements of Section 7.7 of this Agreement.

9.2 Conditions to Obligations of the Buyers. The obligations of the Buyers to effect the Closing shall be subject to the following conditions, except to the extent waived in writing by the Buyers:

(a) Representations and Warranties.

(i) Each representation and warranty of the Sellers contained in this Agreement shall be true and correct in all material respects, in each case on and as of the date of this Agreement and on and as of the Closing Date, except that those representations and warranties that (A) are limited or qualified by terms such as "material" or "Material Adverse Effect" shall be true and correct in all respects and (B) address matters only as of a particular date shall remain true and correct as of said date.

(ii) The Sellers shall have delivered to the Buyers a certificate of the Sellers in form and substance reasonably satisfactory to the Buyers, dated the as of

Closing Date and signed on behalf of the Sellers by a duly authorized officer, in such capacity, confirming the matters in Sections 9.2(a)(i), 9.2(b), 9.2(c) and 9.2(d) (which certificate however, shall not serve as evidence or otherwise have any effect on the determination of whether the conditions set forth in Section 9.2(a)(i), 9.2(b), 9.2(c) and 9.2(d) have been satisfied).

(b) Covenants. The Sellers shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Sellers on or prior to the Closing Date.

(c) No Litigation. No Action shall be pending or threatened before any Governmental Entity, arbitrator or regulatory or self-regulatory body wherein an unfavorable Order could (i) prevent consummation of any of the transactions contemplated by this Agreement or prevent the Sellers from fulfilling a material obligation contemplated herein, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (iii) adversely affect the right of the Buyers to own the Purchased Assets and to control the Team and Arena (and with respect to any of the foregoing, no such Order shall be in effect).

(d) Consents and Permits. All Consents and Permits of third Persons that must be obtained or made by the Sellers in order for the Sellers to consummate the transactions contemplated by this Agreement shall have been obtained or deemed obtained or made, shall be in full force and effect, and shall be in form and substance reasonably satisfactory to Buyers, without any diminution in value of the Purchased Assets.

(e) Assumed Plans. The Sellers shall have taken all steps reasonably necessary to transfer sponsorship of the Assumed Plans sponsored by the Sellers, and the rights and assets of the Sellers under Multiemployer Plans administered or sponsored by the NHL for the benefit of the Member Clubs, to the Buyers (or their designated Affiliates) effective as of the Closing.

(f) Closing Deliverables. The Buyers shall have received all documents and other items required to be delivered by the Sellers to the Buyers pursuant to Section 4.2.

9.3 Conditions to Obligations of the Sellers. The obligations of the Sellers to effect the Closing shall be subject to the following conditions, except to the extent waived in writing by Seller:

(a) Representations and Warranties.

(i) Each representation and warranty of the Buyers contained in this Agreement shall be true and correct in all material respects, in each case on and as of the date of this Agreement and on and as of the Closing Date, except that those representations and warranties that (A) are limited or qualified by terms such as "material" or "Material Adverse Effect" shall be true and correct in all respects and (B) address matters only as of a particular date shall remain true and correct as of said date.

(ii) The Buyers shall have delivered to the Sellers a certificate of the Buyers in form and substance reasonably satisfactory to the Sellers, dated the as of Closing Date and signed on behalf of the Buyers by a duly authorized officer, in such capacity, confirming the matters in Sections 9.3(a)(i), 9.3(b), 9.3(c) and 9.3(d) (which certificate however, shall not serve as evidence or otherwise have any effect on the determination of whether the conditions set forth in Section 9.3(a)(i), 9.3(b), 9.3(c) and 9.3(d) have been satisfied).

(b) Covenants. The Buyers shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Buyers on or prior to the Closing Date.

(c) No Litigation. No Action shall be pending or threatened before any Governmental Entity, arbitrator or regulatory or self-regulatory body wherein an unfavorable Order could (a) prevent consummation of any of the transactions contemplated by this Agreement or (b) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and with respect to either of the foregoing, no such Order shall be effect).

(d) Consents and Permits. All Consents and Permits of third Persons that must be obtained or made by the Buyers in order for the Buyers to consummate the transactions contemplated by this Agreement shall have been obtained or deemed obtained or made, shall be in full force and effect, and shall be in form and substance reasonably satisfactory to Sellers, without any diminution in value of the Purchased Assets.

(e) Closing Deliverables. The Sellers shall have received all documents and other items required to be delivered by the Buyers to the Sellers pursuant to Section 4.3.

ARTICLE X

TERMINATION

10.1 Termination of Agreement. This Agreement may be terminated at any time before the Closing as follows and in no other manner:

(a) Mutual Consent. By mutual written consent of the Buyers and the Sellers.

(b) Conditions to the Buyers' Performance Not Met. By the Buyers, upon written notice to the Sellers, if any event occurs or matter is discovered or becomes known to the Buyers that would render impossible the satisfaction, on or before the Termination Date, of one or more conditions to the obligations of the Buyers to consummate the transactions contemplated by this Agreement as set forth in Section 9.1 or 9.2, and the Buyers shall not have waived and do not, in their sole discretion, wish to waive such condition or conditions; provided, however, that the right to terminate this Agreement under this Section 10.1(b) shall not be available to the Buyers if the Buyers' actions or omissions resulted in or were primarily responsible for such impossibility and the Buyers' actions or omissions constitute a breach of any of the Buyers' representations, warranties, covenants or agreements under this Agreement.

(c) Conditions to the Sellers' Performance Not Met. By the Sellers, upon written notice of the Sellers to the Buyers, if any event occurs or matter is discovered or becomes known to the Sellers that would render impossible the satisfaction, on or before the Termination Date, of one or more conditions to the obligations of the Sellers to consummate the transactions contemplated by this Agreement as set forth in Section 9.1 or 9.3, and the Sellers shall not have waived and do not, in their sole discretion, wish to waive such condition or conditions; provided, however, that the right to terminate this Agreement under this Section 10.1(c) shall not be available to the Sellers if the Sellers' actions or omissions resulted in or were primarily responsible for such impossibility and the Sellers' actions or omissions constitute a breach of any of the Sellers' representations, warranties, covenants or agreements under this Agreement.

(d) Material Breach. (i) By the Buyers if (A) the Buyers have not materially breached any of their representations, warranties, covenants or agreements under this Agreement and (B) there has been a material breach on the part of the Sellers of any of their representations, warranties, covenants or agreements that is not curable or, if curable, has not been cured within five (5) Business Days after the Seller's receipt of written notice (including a reasonably detailed description of such breach) from the Buyers of an intention to terminate if such breach continues or (ii) by the Sellers if (A) the Sellers have not materially breached any of their representations, warranties, covenants or agreements under this Agreement and (B) there has been a material breach on the part of the Buyers of any of their representations, warranties, covenants or agreements that is not curable or, if curable, has not been cured within five (5) Business Days after the Buyers' receipt of written notice (including a reasonably detailed description of such breach) from the Sellers of an intention to terminate if such breach continues.

(e) Outside Date. By the Sellers, on the one hand, or the Buyers, on the other hand, if the Closing has not occurred on or before November 15, 2009 (the "**Termination Date**"); provided, however, that the right to terminate this Agreement under this Section 10.1(e) shall not be available to any party whose actions or omissions resulted in or were primarily responsible for the failure of the Closing to occur on or before the Termination Date and such

actions or omissions constitute a breach of any of such party's representations, warranties, covenants or agreements under this Agreement.

(f) Bankruptcy. By the Buyers if (i) the Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the transactions provided for in this Agreement, or a trustee is appointed for the Sellers and such trustee rejects the transactions contemplated by this Agreement, (ii) the Sale Order fails to contain a finding under Section 363(m) of the Bankruptcy Code or fails to authorize the sale of the Purchased Assets free and clear of Encumbrances (other than Permitted Encumbrances) pursuant to Section 363(f) of the Bankruptcy Code, (iii) the Sale Order fails to declare or confirm that the Commissioner of the NHL or his designees have the sole right to operate and control the operations of the Team, effective immediately upon entry by the Bankruptcy Court of such Sale Order, or if subsequent to the date of such Sale Order, such rights to operate and control the operations of the Team are terminated, withdrawn or amended in any material respect that could reasonably be expected to have a material adverse effect on the rights of Buyers to operate and control the operations of the Team, or (iv) the debtor-in-possession financing terminates or expires.

10.2 Effect of Termination.

(a) Subject to Section 10.2(b), if this Agreement is terminated under any provision of Section 10.1, all further obligations of the parties under this Agreement shall terminate; provided, however, that no termination of this Agreement pursuant to Section 10.1(d) shall relieve any party of any Liability for any breach by such party of its representations, warranties, covenants or agreements set forth in this Agreement or be deemed to constitute a waiver of any available right or remedy for any such breach.

(b) This Article X, Article XI and Article XII, and any other provision of this Agreement that expressly provides for its continued effectiveness after a termination of this Agreement, shall be deemed to survive any termination of this Agreement.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

11.1 No Other Representations or Warranties. Except for the representations and warranties contained in Article V (as modified by the Schedules hereto), neither the Sellers nor any other Person makes any other express or implied representation or warranty with respect to the Sellers, the Business, the Purchased Assets (including the value, condition or use of any Purchased Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and the Sellers disclaim any other representations or warranties, whether made by the Sellers, any Affiliate of the Sellers or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in Article V (as modified by the Schedules hereto), each Seller (i) expressly disclaims and negates any

representation or warranty, expressed or implied, at common law, by statute or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Purchased Assets by the Buyers after the Closing), and (ii) disclaims all Liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyers or their Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyers by any director, officer, employee, agent, consultant or representative of either Seller or any of their Affiliates).

11.2 Survival of Representations and Warranties. None of the representations or warranties of the Sellers set forth in this Agreement shall survive the Closing.

ARTICLE XII

GENERAL

12.1 Entire Agreement; Amendments. This Agreement (including any schedules, exhibits and documents delivered herewith or attached hereto) and the other Transaction Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede and are in full substitution for any and all previous agreements, contracts, representations, warranties and conditions among the parties, whether written or oral with respect to such subject matter. No provision of this Agreement may be modified, supplemented, or amended except by a written instrument executed by each of the parties hereto.

12.2 Schedules; Exhibits. Each Schedule and Exhibit delivered under the terms of this Agreement shall be in writing and shall constitute an integral part of this Agreement.

12.3 Assignment. Neither this Agreement nor any rights, duties or obligations under it are assignable (directly, indirectly, by operation of law, change of control or otherwise) by any party hereto without the prior written consent of the other parties, except that the Buyers may assign this Agreement and any of their rights, duties or obligations under this Agreement (i) prior to the Closing Date to any other Affiliate of the NHL or an NHL Entity, (ii) after the Closing Date to any Person to which the Team Buyer sells or transfers the Team's NHL franchise (subject to NHL approval) or the Arena Buyer sells or transfers the rights to operate and manage the Arena or (iii) at any time to any of their lenders or other financing sources for collateral security purposes, so long as, in the case of clause (iii), such assignment does not have a material adverse effect on the ability of the Buyers (or such assignee in the case of clause (i)) to consummate the transactions contemplated under this Agreement. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, each party hereto and its successors and permitted assigns.

12.4 Headings. The descriptive headings of the Articles, Sections and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

12.5 Counterparts; Facsimile/pdf Signatures. This Agreement may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Agreement by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Agreement.

12.6 Confidentiality. The Sellers acknowledge that a failure to maintain the confidentiality of any confidential information of either Seller could adversely affect the value of the Purchased Assets contemplated to be acquired by the Buyers hereunder and acknowledge and agree that (i) except in connection with solicitation or negotiation of a proposal or offer providing for the acquisition, directly or indirectly, of the Purchased Assets by a third Person that is subject to a confidentiality agreement with Sellers, Sellers will not disclose any such confidential information of either Seller to any third Person (other than to their Representatives on a need to know basis only and to the NHL and as otherwise required by Law) without the consent of the Buyers, (ii) a breach of this Section 12.6 by a Seller would constitute a Material Adverse Effect and cause the Buyers irreparable harm that cannot be objectively measured or compensated by monetary damages and (iii) without prejudice to any other rights or remedies as the Buyers may have under this Agreement, at Law or in equity, the Buyers shall be entitled to obtain injunctive relief to enforce the provisions of this Section 12.6, without the necessity of proving monetary damages or posting a bond or security.

12.7 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person that is not a party hereto, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.8 Notices. Unless otherwise specified herein, all notices, requests, demands, consents and other communications hereunder shall be transmitted in writing by personal service, Federal Express or other nationally recognized overnight courier or facsimile (with confirmation of successful transmission), shall be deemed to have been duly given when received by the intended recipient, and shall be addressed as follows:

If to the Sellers, addressed to:

Coyotes Hockey, LLC
c/o Coyotes Holdings, LLC
P.O. Box 1397
Tolleson, Arizona 85353
Telecopy: (602) 275-6417
Attention: Jerry Moyes, Manager

Or (if via overnight delivery)

2200 South 75th Avenue
Phoenix, Arizona 85043
Attention: Jerry Moyes, Manager

with a copy to:

Squire, Sanders & Dempsey LLP
40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004
Telecopy: (602) 253-8129
Attention: Thomas J. Salerno

If to the Buyers, addressed to:

Coyotes Newco, LLC
c/o National Hockey League
1185 Avenue of the Americas
New York, New York 10036
Telecopy: (212) 789-2030
Attention: William Daly

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Telecopy: (212) 735-2000
Attention: J. Gregory Milmoe
Marc R. Packer

or to such other address, facsimile number or person as either party shall have last designated by such notice to the other party.

12.9 Expenses. Except as otherwise provided herein, including Section 8.1(a) or (b) hereof, the Sellers, on the one hand, and the Buyers, on the other hand, shall each pay their own expenses incident to the negotiation, preparation and performance of this Agreement and the transactions contemplated hereby, including the fees, expenses and disbursements of their respective accountants and counsel. Notwithstanding the generality of the foregoing, any expenses (including, but not limited to any fees and expenses for attorneys, experts, travel and discovery) incurred by the parties hereto in connection with any litigation, arbitration or other Action related to any dispute arising hereunder shall be borne by the losing party in such Action.

12.10 Waivers. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the Buyers and the Sellers or, in the case of a waiver, by the party waiving compliance. No failure on the part of any party to exercise, or delay in exercising, any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

12.11 Representation By Counsel; Interpretation. The Sellers and Buyers each acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any

rule of Law or legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Buyers and Sellers.

12.12 Severability. If any term or provision of this Agreement is held invalid, unenforceable or contrary to Law, such term or provision shall be deemed to be severable from the other terms and provisions hereof, but only to the extent necessary to bring this Agreement within the requirements of Law, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein; provided, however, that if the party that would be adversely affected by such severance demonstrates that a material inducement to its entering into this Agreement would be materially impaired, such party shall be entitled to seek an adjudication that this Agreement should be terminated on that ground.

12.13 Governing Law; Jurisdiction; Jury Trial; Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other Law that would make the Laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided, however, that, if the Bankruptcy Case is closed, all actions arising out of or relating to this Agreement shall be heard and determined in a state court or federal court in the City and State of New York, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The parties consent to service of process by mail (in accordance with Section 12.9) or any other manner permitted by law.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first above written.

"BUYERS"

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

"SELLERS"

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A-1

TEAM FORM OF BILL OF SALE

EXHIBIT A-2

ARENA FORM OF BILL OF SALE

EXHIBIT B-1

TEAM FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT B-2

ARENA FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT C-1

FORM OF TEAM INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT C-2

FORM OF ARENA INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT D

FORM OF SALE ORDER

EXHIBIT E

FORM OF TRANSFER OF PARTIAL LEASE ASSIGNMENT AGREEMENT

EXHIBIT F

FORM OF TRANSFER OF TRANSITION SERVICES AGREEMENT

EXHIBIT G

FORM OF TRANSFER OF PURCHASABLE CLAIM

SCHEDULES TO THE ASSET PURCHASE AGREEMENT

Schedule 1.1(a)

Assumed Contracts[1]

1. NHL Agreements (as defined in the Agreement), other than (i) the Existing Consent Agreement (as defined in the Agreement) and (ii) the Guaranty, dated September 27, 2006, of Coyotes Holdings MemberCo, LLC, Coyotes Holdings, LLC, Arena Management Group, LLC, Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust, in favor of the NHL.

2. NHL Collective Bargaining Agreement, effective September 16, 2004 through September 15, 2011, between the NHL and the NHLPA, and any successor to such agreement, and any and all Contracts, memoranda of understanding or other instruments in effect from time to time that govern the overall relationship between the NHL and its players.

3. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Jonas Ahnelov.

4. Standard Player's Contract, commencing as of April 13, 2009, by and between Coyotes Hockey, LLC and Justin Bernhardt.

5. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Mikkel Boedker.

6. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Ilja Bryzgalov.

7. Standard Player's Contract, commencing as of July 1, 2007, by and between Coyotes Hockey, LLC and Shane Doan.

8. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Joel Gistedt.

9. Standard Player's Contract, commencing as of July 1, 2007, by and between Coyotes Hockey, LLC and Martin Hanzal.

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[1] **With respect to Standard Player's Contracts, this schedule will be deemed to be amended as of Closing to reflect changes to the current roster of players.**

10. Standard Player's Contract, commencing as of July 16, 2008, by and between Coyotes Hockey, LLC and Matt Jones.

11. Standard Player's Contract, commencing as of July 13, 2006, by and between Coyotes Hockey, LLC and Ed Jovanovski.

12. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Chad Kolarik.

13. Standard Player's Contract, commencing as of July 14, 2008, by and between Coyotes Hockey, LLC and Francis Lessard.

14. Standard Player's Contract, commencing as of July 1, 2007, by and between Calgary Flames Limited Partnership, by its General Partner Calgary Flames, Inc., and Matthew Lombardi.

15. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Brett MacLean.

16. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Jeff May.

17. Standard Player's Contract, commencing as of August 1, 2006, by and between Coyotes Hockey, LLC and Zbynek Michalek.

18. Standard Player's Contract, commencing as of July 23, 2008, by and between Coyotes Hockey, LLC and Al Montoya.

19. Standard Player's Contract, commencing as of July 12, 2007, by and between Coyotes Hockey, LLC and Peter Mueller.

20. Standard Player's Contract, commencing as of September 25, 2008, by and between Coyotes Hockey, LLC and Joel Perrault.

21. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Kevin Porter.

22. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Nick Ross.

23. Standard Player's Contract, commencing as of July 22, 2008, by and between Coyotes Hockey, LLC and Kurt Sauer.

24. Standard Player's Contract, commencing as of July 25, 2007, by and between Coyotes Hockey, LLC and David Schlemko.

25. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Viktor Tikhonov.

26. Standard Player's Contract, commencing as of April 1, 2008, by and between Coyotes Hockey, LLC and Kyle Turris.

27. Standard Player's Contract, commencing as of July 2, 2009, by and between Coyotes Hockey, LLC and Adrian Aucoin.

28. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Vernon Fiddler.

29. Standard Player's Contract, commencing as of July 3, 2009, by and between Coyotes Hockey, LLC and Shaun Heshka.

30. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Jason LaBarbera.

31. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Sami Lepisto.

32. Standard Player's Contract, commencing as of July 2, 2009, by and between Coyotes Hockey, LLC and Stefan Meyer.

33. Standard Player's Contract, commencing as of July 11, 2008, by and between Calgary Flames Limited Partnership, by its General Partner Calgary Flames, Inc., and Jim Vandermeer.

34. Standard Player's Contract, commencing as of July 15, 2009, by and between Coyotes Hockey, LLC and Lauri Korpikoski.

35. Standard Player's Contract, commencing as of July 16, 2009, by and between Coyotes Hockey, LLC and David Spina.

36. Standard Player's Contract, commencing as of July 16, 2009, by and between Coyotes Hockey, LLC and Sean Sullivan.

37. Standard Player's Contract, commencing as of July 23, 2009, by and between Coyotes Hockey, LLC and Jeff Hoggan.

38. Standard Player's Contract, commencing as of July 10, 2008, by and between Center Ice, L.L.C., d/b/a Tampa Bay Lightning Hockey Club, and Radim Vrbata.

39. Standard Player's Contract, commencing as of _____, by and between Coyotes Hockey, LLC and Dave Scatchard.

40. Standard Player's Contract, commencing as of March 4, 2009, by and between Coyotes Hockey, LLC and Petra Prucha

41. Standard Player's Contract, commencing as of July 15, 2009, by and between Coyotes Hockey, LLC and Josh Tordjman

42. Standard Player's Contract, commencing as of July 29, 2009, by and between Coyotes Hockey, LLC and Scottie Upshall

43. Standard Player's Contract, commencing as of July 29, 2009, by and between Coyotes Hockey, LLC and Daniel Winnik

44. Standard Player's Contract, commencing as of July 15, 2009, by and between Coyotes Hockey, LLC and Keith Yandle

45. Standard Player's Contract, commencing as of July 1, 2006, by and between New Jersey Devils LLC (New Jersey Devils Hockey Club) and Sean Michael Zimmerman

46. Standard Player's Contract, commencing as of September 2, 2009, by and between Coyotes Hockey, LLC and Taylor Pyatt

47. Employment Agreement, dated as of September 1, 2005, by and between Coyotes Hockey, LLC and Michael Barnett.

48. Agreement of Employment, dated as of September 15, 2008, by and between Tyson Nash and Coyotes Hockey, LLC.

49. Affiliation Agreement, dated as of August 1, 2007, by and between Coyotes Hockey, LLC and San Antonio Hockey, LLC, as amended by that certain Amendment to Affiliation Agreement between Coyotes Hockey, L.L.C. and San Antonio Hockey, L.L.C., entered into on June 24, 2008.

50. Secured Credit Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League, and all other agreements related thereto, including:

a. Intercreditor Agreement, dated as of February 24, 2009, by and among SOF Investments, L.P., White Tip Investments, LLC, Donatello Investments, LLC and the National Hockey League.

b. Pledge Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

c. Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

d. Trademark Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

e. Assignment of Leases and Rents, dated as of February 24, 2009, from Coyotes Hockey, LLC to the National Hockey League.

f. Leasehold Deed of Trust, dated as of February 24, 2009, by Coyotes Hockey, LLC to Stewart Title & Trust of Phoenix, Inc. for the benefit of the National Hockey League.

g. Subordination Agreement, dated as of February 24, 2009, by and among Coyotes Hockey, LLC, SOF Investments, L.P., White Tip Investments, LLC and Donatello Investments, LLC in favor of the National Hockey League.

h. Amended and Restated Restricted Account and Securities Account Control Agreement, dated as of March 11, 2009, by and among Coyotes Hockey, LLC, the National Hockey League, SOF Investments, L.P. and Wells Fargo, National Association.

51. Letter Agreement, dated November 21, 2008, by and among the NHL, Coyotes Hockey, LLC, Coyotes Holdings, LLC, Coyotes Holdings MemberCo, LLC, Arena Management Group, LLC, Jerry Moyes, Vickie Moyes and the Jerry and Vickie Moyes Family Trust, as amended by a letter agreement dated January 8, 2009, and all agreements related thereto.

52. All agreements related to the debtor-in-possession financing provided by the NHL.

53. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Mike Bahn.

54. Letter Agreement, dated as of August 7, 2008, by and between Coyotes Hockey, LLC and John Bernal.

55. Employment Agreement, dated as of February 29, 2008, by and between Coyotes Hockey, LLC and Sean Burke.

56. Employment Agreement, dated as of August 23, 2007, by and between Coyotes Hockey, LLC and Ray Edwards.

57. Letter Agreement, dated as of June 30, 2008, by and between Coyotes Hockey, LLC and Frank Effinger.

58. Letter Agreement, dated as of August 11, 2008, by and between Coyotes Hockey, LLC and Mike Ermatinger.

59. Letter Agreement, dated as of June 27, 2008, by and between Coyotes Hockey, LLC and Keith Gretzky.

60. Employment Agreement, dated as of August 1, 2007, by and between Coyotes Hockey, LLC and Greg Ireland.

61. Letter Agreement, dated as of June 13, 2008, by and between Coyotes Hockey, LLC and John Krouse.

62. Letter Agreement, dated as of June 27, 2008, by and between Coyotes Hockey, LLC and Steven Lyons.

63. Letter Agreement, dated as of September 17, 2008, by and between Coyotes Hockey, LLC and Derek MacKinnon.

64. Employment Agreement, dated as of May 29, 2007, by and between Coyotes Hockey, LLC and Don Maloney.

65. Letter Agreement, dated as of July 23, 2007, by and between Coyotes Hockey, LLC and Rob Murphy.

66. Letter Agreement, dated as of April 9, 2008, by and between Coyotes Hockey, LLC and Jukka Nieminen.

67. Letter Agreement, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Barclay Parneta.

68. Letter Agreement, dated as of July 17, 2008, by and between Coyotes Hockey, LLC and Gord Pell.

69. Letter Agreement, dated as of June 26, 2008, by and between Coyotes Hockey, LLC and Steve Peters.

70. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Jason Rudee.

71. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Ulf Samuelsson.

72. Letter Agreement, dated as of July 21, 2008, by and between Coyotes Hockey, LLC and Jason Serbus.

73. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Tony Silva.

74. Letter Agreement, dated as of July 9, 2008, by and between Coyotes Hockey, LLC and Doug Sulliman.

75. Employment Agreement, dated as of August 6, 2007, by and between Coyotes Hockey, LLC and Brad Treliving.

76. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Stan Wilson.

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

78. Buy-Out Agreement of Dave Scatchard, dated July 2, 2007

79. Standard Player's Contract, commencing as of September 28, 2009, by and between Coyotes Hockey, LLC and Ryan Hollweg

80. Standard Player's Contract, commencing as of September 29, 2009, by and between Coyotes Hockey, LLC and Robert Lang

81. Standard Player's Contract, commencing as of September 29, 2009, by and between Coyotes Hockey, LLC and Matthew Watkins

82. Standard Player's Contract, commencing as of October 1, 2009, by and between Coyotes Hockey, LLC and Colin Long

83. Standard Player's Contract, effective as of July 15, 2008 (acquired via waivers on September 30, 2009), by and between Coyotes Hockey, LLC and Paul Bissonnette

84. AHL Player's Contract, commencing as of August 24, 2009, by and between Coyotes Hockey, LLC and Andrew Orpik

Schedule 1.1(b)

Collective Bargaining Agreements

There are no other collective bargaining agreements.

Schedule 1.1(c)

Multiemployer Plans

The Sellers do not have Employee Benefit Plans in which any current or former employee of a Seller is eligible to participate pursuant to a Collective Bargaining Agreement or NHL Rules.

Schedule 1.1(d)

NHL Obligations

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

2. Obligations with respect to the Team's club account.

Schedule 1.1(e)

Permitted Encumbrances

Common Operation and Reciprocal Easement Agreement for the Entertainment District at Westgate, made as of the February 15, 2006, by Entertainment Center Development, LLC and Coyote Center Development, LLC.

Schedule 2.1(xvi)

Team Seller Employee Benefit Plans

Coyotes Hockey, LLC 401(k) Plan
Dental Insurance: National Hockey League, CIGNA Dental PPO
Group Accident Policy: Unum Life Insurance Company of America
Life Insurance Policy: Unum Life Insurance Company of America
Long-Term Disability Policy: Unum Life Insurance Company of America
Medical Plan: National Hockey League, CIGNA Open Access Plus
Short Term Disability Plan, administered by Coyotes Holdings, LLC

Severance Plan: "At-Will" employees will receive one-week severance pay for every one-year of full-time employment with a minimum of two weeks' severance pay upon the execution of the "Release of All Claims" document provided. The severance payment will be mailed within three (3) business days of receipt of the original copy of "Release of All Claims" document duly dated and signed, within the allotted time to consider.

Schedule 2.2(ii)

Excluded Team Contracts

1. Employment Agreement, dated as of March __, 2008, by and between Coyotes Hockey, LLC and Wayne D. Gretzky.

2. AMULA Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyotes Hockey, LLC and Coyotes Holdings, LLC for the benefit of Coyote Center Development, LLC and Glendale-101 Development, LLC.

3. Club Transfer and Settlement Agreement, dated as of February 10, 2006, by and among the National Lacrosse League, Coyotes Hockey, LLC, Arena Management Group, LLC, Arizona Lacrosse, LLC, J.A. Columbus Sports Ventures, Inc., Michael Gongas, Charles Russo and AJ Sports Enterprises, Inc.

4. Aircraft Charter Agreement, dated as of September 5, 2007, by and between Swift Air, LLC and Coyotes Hockey, LLC.

5. Sixth Amended and Restated Revolving Loan Agreement, dated as of April 16, 2008, by and between Coyotes Hockey, LLC and Jerry Moyes and all other agreements related thereto, including the Sixth Amended and Restated Revolving Promissory Note, dated as of April 16, 2008, by Coyotes Hockey, LLC in favor of Jerry Moyes.

6. Asset Purchase Agreement, dated as of May 5, 2009, by and between Coyotes Hockey, LLC and PSE Sports & Entertainment LP, amended as of July 31, August 24 and September 7, 2009.

7. Consent Agreement, dated September 27, 2006, by and among the National Hockey League, Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Vicki Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC, Steven M. Ellman, SUB Investment, LLC, The Jerry and Vickie Moyes Family Trust, dated December 11, 1987, Westgate Investments, Westgate Signage, LLC, Wayne Gretzky, James Wikert, John A. Breslow, John A Breslow Rollover IRA, Lake Street Leasing Corp., Barry Handwerker and Garry Handwerker.

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

Schedule 2.3(xiii)

Arena Seller Employee Benefit Plans

Coyotes Hockey, LLC 401(k) Plan
Dental Insurance: National Hockey League, CIGNA Dental PPO
Group Accident Policy: Unum Life Insurance Company of America
Life Insurance Policy: Unum Life Insurance Company of America
Long-Term Disability Policy: Unum Life Insurance Company of America
Medical Plan: National Hockey League, CIGNA Open Access Plus
Short Term Disability Plan, administered by Coyotes Holdings, LLC

Severance Plan: "At-Will" employees will receive one-week severance pay for every one-year of full-time employment with a minimum of two weeks' severance pay upon the execution of the "Release of All Claims" document provided. The severance payment will be mailed within three (3) business days of receipt of the original copy of "Release of All Claims" document duly dated and signed, within the allotted time to consider.

Schedule 2.4(ii)

Excluded Arena Contracts

None

Schedule 2.5(a)(iv)

Pending Player Grievances under the NHL Collective Bargaining Agreement

Tony Amonte

The NHLPA has a grievance pending against the Team wherein it is asserted the Team owes Mr. Amonte $960,000.00 because monies were improperly withheld from signing bonus payments paid under Mr. Amonte's September 11, 2002 Standard Player's Contract.

Kevin Cormier

The NHLPA has a grievance pending against the Team wherein it is asserted Kevin Cormier is owed either $40,000.00 or $10,500.00 as a consequence of the Team's assignment of Mr. Cormier to Major Juniors during the 2006-2007 season.

Michael Morrison

The NHLPA has a grievance pending against the Team wherein it is asserted the Team owes Mr. Morrison $6,600.00 as reimbursement for housing expenses incurred during the 2006-2007 season.

Schedule 2.6(v)

Team Allowable Unsecured Claims

1. Claim by 100 Club in the amount of $1,554.00 #

2. Claim by ACUL Credit Unions for Kids in the amount of $92.00 #

3. Claim by Aloha Courier Company in the amount of $2,890.53 #

4. Claim by American Cancer Society in the amount of $114.00 #

5. Claim by Arizona Department of Economic in the amount of $79.00 #

6. Claim by Arizona Republic in the amount of $16,900.00 #

7. Claim by Arizona Softball Association in the amount of $100.00 #

8. Claim by AZ Dept. of Transportation in the amount of $194.00 #

9. Claim by Ballena Technologies, Inc. in the amount of $12,000.00 #*

10. Claim by Bauer Hockey, Inc. in the amount of $15,735.94 #

11. Claim by Blue Media in the amount of $389.16 #

12. Claim by Bob Saunders in the amount of $500.00 #

 # Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

*** Buyers reserve the right to verify the amount of such claim.**

13. Claim by Booge Commodities in the amount of $828.00 #

14. Claim by Boy Scouts of America in the amount of $130.00 #

15. Claim by Boyd Coffee Company in the amount of $198.69 #

16. Claim by Brinks, Inc. in the amount of $176.47 #

17. Claim by Business Helpers in the amount of $3,637.87 # *

18. Claim by BWD Group LLC in the amount of $46,153.12 # *

19. Claim by Carden Traditional Schools in the amount of $120.00 #

20. Claim by Chester F. Cartrett, Jr. in the amount of $600.00 #

21. Claim by Cleaning Agents in the amount of $1,109.91 #

22. Claim by Clear Channel Broadcast KMXP d/b/a KNIX-FM in the amount of $3,889.36 #

23. Claim by Clear Channel Broadcast KNIX d/b/a KZZP-FM in the amount of $2,261.25 #

24. Claim by Clear Channel Broadcast KZZP in the amount of $3,015.00 #

25. Claim by Clear Channel Broadcast KGME d/b/a KMXP-FM in the amount of $40,612.06#

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* **Buyers reserve the right to verify the amount of such claim.**

26. Claim by Clear Channel in the amount of $22,891.33 #

27. Claim by Daisy Tours/Conventions in the amount of $5,848.00 #

28. Claim by Darren Abate Photography in the amount of $48.66 #

29. Claim by Desert Heights Charter School in the amount of $93.00 #

30. Claim by Detail Design & Fabrication in the amount of $18,111.28 #

31. Claim by Don Jackson in the amount of $195.00 #

32. Claim by DSES PTA in the amount of $250.00 #

33. Claim by Eagle Hockey in the amount of $126.82 #

34. Claim by East Side Sports in the amount of $1,438.00 #

35. Claim by Easton Sports Inc. in the amount of $5,679.95 #

36. Claim by Ed Raichert, Inc. in the amount of $282.88 #

37. Claim by Electronic Waveform Lab, Inc. in the amount of $66.54 #

38. Claim by Exact Target in the amount of $9,600.00 #

39. Claim by Fairmont San Jose in the amount of $10,088.16 #

40. Claim by Federal Express in the amount of $1,101.82 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

41. Claim by Firebird District in the amount of $176.00 #

42. Claim by FlexxCoach in the amount of $13,300.00 #

43. Claim by Gilbert Fire Dept. in the amount of $198.00 #

44. Claim by GM & Head Coach Pension Obligation in the amount of $590,000.00 #

45. Claim by Graf Canada Ltd. In the amount of $1,528.74 #

46. Claim by H J Trophies & Awards, Inc. in the amount of $120.06 #

47. Claim by Hale Consulting, Ltd. in the amount of $108.00 #

48. Claim by Hensley & Company in the amount of $3,680.00 #

49. Claim by Hunter Industries in the amount of $7,360.00 #

50. Claim by Imagine Schools at East Mesa in the amount of $68.00 #

51. Claim by Innovative Embroidery in the amount of $853.73 #

52. Claim by Integrated Support Systems in the amount of $1,839.00 #

53. Claim by Interstate All Battery Center in the amount of $86.34 #

54. Claim by Intra-Continental Ensurers in the amount of $173,876.28 #

55. Claim by J&J Productions in the amount of $250.00 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

56. Claim by Jane Lindell Hughes, M.D. in the amount of $165.00 #

57. Claim by Jerry D. Ernest in the amount of $265.00 #

58. Claim by JW Marriot Denver in the amount of $7,710.14 #

59. Claim by KFNN in the amount of $1,407.00 #

60. Claim by Making Waves Pool Service in the amount of $350.00 #

61. Claim by Marco Crane & Rigging Co. in the amount of $7,360.00 #

62. Claim by Maricopa County Democratic in the amount of $80.00 #

63. Claim by MC Hockey Skills LLC in the amount of $1,850.00 #

64. Claim by Meth Amb Surg Hospital NW in the amount of $3,395.81 #

65. Claim by Michael A. Noto in the amount of $750.00 #

66. Claim by Michael Hamilton in the amount of $2,080.00 #

67. Claim by Most Holy Trinity School in the amount of $250.00 #

68. Claim by My Team Cares, LLC in the amount of $5,000.00 #

69. Claim by National Audubon Society in the amount of $375.00 #

70. Claim by National Hockey League in the amount of $256,835.70

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

71. Claim by Neopost Leasing in the amount of $4,262.87 #

72. Claim by NHL for 2008-09 assessment in the amount of $508,900

73. Claim by NHL 05-06 Playoff shortfall in the amount of $1,321,539.00

74. Claim by NHL Pension Society in the amount of $18,000.00 #

75. Claim by Omni Los Angeles Hotel in the amount of $8,838.28 #

76. Claim by OPACS, Inc. in the amount of $4,311.82 #

77. Claim by Pepsi Cola Company in the amount of $1,374.80 #

78. Claim by Peter Grosskopf in the amount of $250.00 #

79. Claim by Praxair Distribution Inc. in the amount of $265.16 #

80. Claim by Prisma Graphic Corp. in the amount of $1,885.50 #

81. Claim by Pro Sports EMS LLC in the amount of $1,300.00 #

82. Claim by PXP Broadcast Services in the amount of $500.00 #

83. Claim by Quest Diagnostic in the amount of $152.45 #

84. Claim by Radiologist of the UofR in the amount of $39.80 #

85. Claim by Reebok-CCM Hockey US, Inc. in the amount of $25,549.53 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

86. Claim by RinkNet Marketing, Inc. in the amount of $5,511.85 #

87. Claim by Rogers Broadcasting Limited in the amount of $200.00 #

88. Claim by S Texas Radiology Img Ctr in the amount of $172.88 #

89. Claim by School Health Corporation in the amount of $3,646.66 #

90. Claim by Selly Broadcast Services in the amount of $250.00 #

91. Claim by Sher-Wood Hockey (TPS) in the amount of $613.98 #

92. Claim by Shred-It in the amount of $248.00 #

93. Claim by Sir Speedy in the amount of $2,355.63 #

94. Claim by Skyview Satellite Networks Inc. in the amount of $25,763.99 #

95. Claim by Southern Sports Supply Corp. in the amount of $422.69 #

96. Claim by Southwest District Kiwanis in the amount of $64.00 #

97. Claim by Special Olympics Arizona in the amount of $238.00 #

98. Claim by Statera Southwest in the amount of $510.00 #

99. Claim by Tanner Catalano Foundation in the amount of $2,500.00 #

100. Claim by Team Shop Premiums in the amount of $8,927.78 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

101. Claim by Tectura Corporation in the amount of $1,871.16 #

102. Claim by Terminix in the amount of $55.00

103. Claim by The Antigua Group, Inc. in the amount of $5.76 #

104. Claim by The Association of Luxury in the amount of $510.00 #

105. Claim by The Hand Center of San Antonio in the amount of $1,284.45 #

106. Claim by The Orin Group, LLC in the amount of $5,285.00 #

107. Claim by TRI-C Club Supply, Inc. in the amount of $303.88 #

108. Claim by Tru West Credit Union in the amount of $260.00 #

109. Claim by Txtstation Global Mobile Mktg in the amount of $11,000.00 #

110. Claim by Universal Background Screening in the amount of $2,948.00 #

111. Claim by University Orthopaedic Assoc. in the amount of $79.28 #

112. Claim by Vaughn Custom Sports Inc. in the amount of $378.72 #

113. Claim by Warrior Sports in the amount of $14,964.50 #

114. Claim by WebEx Communications Inc. in the amount of $220.00 #

115. Claim by WG Authentic in the amount of $1,155.00 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

116. Claim by Xona Resort Suites in the amount of $33,123.42 #

117. Claim by American Express in the amount of $212,755.21 #

118. Claim by AT&T Mobility in the amount of $30,511.99 #

119. Claim by Bingham McCutchen LLP / Bingham in the amount of $425,591.81 #

120. Claim by Build-A-Bear Workshop, Inc. in the amount of $29,528.58 #

121. Claim by CAA Sports in the amount of $40,000.00 #

122. Claim by Chubb & Son in the amount of $5,964.45 #

123. Claim by Cox Communications in the amount of $10,981.43 #

124. Claim by Cox Media, LLC in the amount of $32,411.52

125. Claim by Coyotes Charities in the amount of $63,975.00 #

126. Claim by Coyotes Ice, L.L.C. in the amount of $121,859.22 *

127. Claim by Custom Tours & Travel in the amount of $50,975.00 #

128. Claim by DJO, LLC in the amount of $2,400.00 #

129. Claim by Gold Coast Tours in the amount of $2,291.75 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* **Buyers reserve the right to verify the amount of such claim.**

130. Claim by Grasso Law Firm P.C. in the amount of $1,682.40 #

131. Claim by Greenberg Traurig in the amount of $11,932.02 #

132. Claim by Jeff Kercher in the amount of $2,000.00 #

133. Claim by Jones Day in the amount of $314,060.00 #

134. Claim by KATZ Television in the amount of $97,000.00 #

135. Claim by Law Offices of Lane & Ehrlich in the amount of $260.20 #

136. Claim by Level 3 Communications, LLC in the amount of $3,000.00 #

137. Claim by Mariscal Weeks McIntyre in the amount of $1,318.58 #

138. Claim by OccuNet in the amount of $1,074.39 #

139. Claim by Research in Motion Corp in the amount of $3,314.85 #

140. Claim by Scarborough Research in the amount of $7,637.50 #

141. Claim by Special Transport Services in the amount of $48,967.50 # *

142. Claim by State Employee Celebration in the amount of $79.00 #

143. Claim by Swift Air, L.L.C. in the amount of $578.00 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* **Buyers reserve the right to verify the amount of such claim.**

144. Claim by TransJet, Inc. in the amount of $168,411.00 #

145. Claim by Turnkey Intelligence, LLC in the amount of $13,800.00 #

146. Claim by UPS in the amount of $783.96 #

147. Claim for Performance Bonuses for NHL 2008-09 Season in the amount of $127,500.00#

148. Claim by BSA-US Bancorp in the amount of $166,415.95 *

149. Claim by Directv in the amount of $73.85 #

150. Claim by Insight in the amount of $667.13 #

151. Claim by Qwest Business Services in the amount of $122.18 #

152. Claim by Qwest Corporation in the amount of $21,809.01 # *

153. Claim by Special Ts in the amount of $920.00 #

154. Claim by Sports & Broadcast Services in the amount of $4,195.00 #

155. Claim by Sports Medicine Assoc of SA in the amount of $306.27 #

156. Claim by Sports Sales Consulting, Inc. in the amount of $4,000.00 #

157. Claim by St. John Westshore Hospital in the amount of $416.98 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* **Buyers reserve the right to verify the amount of such claim.**

158. Claim by Verizon Wireless in the amount of $1,555.71 [#]

159. Claim by Aramark in the amount of $6,495.50

160. Claim by Aramark at Jobing.Com Arena in the amount of $57,821.57

161. Claim by Aramark Corporation in the amount of $132,862.58

162. Claim by Aramark Sports & Entertainment in the amount of $69,130.00

163. Claim by Benson Security Systems Inc. in the amount of $6,750.00

164. Claim by City of Glendale - Misc A/R in the amount of $286,533.00 [*±]

165. Claim by City of Glendale - Renewal & R in the amount of $70,076.00 [*±]

166. Claim by City of Glendale Parking Fees in the amount of $1,462,082.00 [*±]

167. Claim by FSN Arizona in the amount of $324,738.75

168. Claim by Heritage Graphics Inc. in the amount of $81,354.15

169. Claim by John Browne in the amount of $186,670.31

[#] **Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.**

[*] **Buyers reserve the right to verify the amount of such claim.**

[±] **The claims of the City of Glendale that are purchased hereunder do not include certain additional claims asserted by the City of Glendale against the Debtors' estate, including amounts arising under a certain "Team Guaranty" dated January 31, 2002, in the amount of $12,250,000.00, and additional amounts arising prepetition under the AMULA, in the amount of $2,103,685.85. Notwithstanding anything herein to the contrary, nothing herein shall constitute a waiver by the City of Glendale of the additional asserted claims set forth in the immediately preceding sentence (the "Non-Waived Claims") or any defense thereto, and nothing herein is intended to impair or compromise the Non-Waived Claims in any respect.**

170. Claim by Lease Group Resources Inc. in the amount of $31,857.50 *

171. Claim by Ricoh Americas Corp – Arizona in the amount of $22,067.80

172. Claim by Sharp Electronics Corp. in the amount of $15,144.78

173. Claim by Whiteout Way Investments in the amount of $1,243,408.43 *

174. Claim by Dave Scatchard in the amount of $0.00 *

175. Claim by Michael Barnett in the amount of $378,846.29 *

176. Claim by Brendan Bell in the amount of $5,438.15 # *

177. Claim by Olli Jokinen in the amount of $19,200.00 # *

178. Claim by Dimitri Kalinin in the amount of $13,462 # *

179. Claim by Joakim Lindstrom in the amount of $6,341.41 # *

Total: $9,785,866.10

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* **Buyers reserve the right to verify the amount of such claim.**

Schedule 2.8(v)

Arena Allowable Unsecured Claims

1. Claim by Aloha Courier Company in the amount of $362.32 #

2. Claims by American Outdoor Advertising in the amounts of $1,500.00 and $2,500.00 #

3. Claim by Arizona Catering, Inc. in the amount of $20,460.63 #

4. Claim by Arizona Electric Supply in the amount of $483.02 #

5. Claim by Arizona Machinery in the amount of $1,174.40 #

6. Claim by ASCAP in the amount of $211.00 #

7. Claim by Blue Media in the amount of $3,810.77 #

8. Claim by BMI General Licensing in the amount of $150.00 #

9. Claim by Brinks, Inc. in the amount of $410.09 #

10. Claim by Browns Partsmaster, Inc. in the amount of $593.23 #

11. Claim by City Electric Supply Co. in the amount of $700.06 #

12. Claim by Clear Channel Broadcast KMXP d/b/a KMXP-FM in the amount of $1,648.70#

13. Claim by Clear Channel Broadcast KNIX d/b/a KNIX-FM in the amount of $10,169.85#

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

14. Claim by Clear Channel Broadcast KYOT d/b/a KYOT-FM in the amount of $1,405.24[#]

15. Claim by Clear Channel Broadcast KZZP d/b/a KZZP-FM in the amount of $3,365.75[#]

16. Claim by Clear Channel Broadcast KESZ d/b/a KESZ-FM in the amount of $4,783.80[#]

17. Claim by Clearwing Productions, Inc. in the amount of $2,691.09 [#]

18. Claim by Cookson Door Sales of Arizona in the amount of $1,492.21 [#]

19. Claim by Creative Communications and Rentals, Inc. in the amount of $812.91 [#]

20. Claim by Dell Marketing L.P. in the amount of $170.31 [#]

21. Claim by Emcor Services Arizona in the amount of $13,582.91 [#]

22. Claim by Fastenal Company in the amount of $468.43 [#]

23. Claim by FedEx Freight in the amount of $74.95 [#]

24. Claim by Ferguson Enterprises, Inc. in the amount of $178.24 [#]

25. Claim by General Mechanical Systems Inc in the amount of $11,004.73 [#]

26. Claim by Goodway Technologies Corp. in the amount of $1,512.55 [#]

27. Claim by Goodyear Glass & Mirror in the amount of $442.11 [#]

28. Claim by Lee Wellington d/b/a World of Beef in the amount of $600.00 [#]

[#] **Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.**

29. Claim by Maintenance Mart in the amount of $29,410.67 #

30. Claim by Make Parties Happen in the amount of $2,047.03 #

31. Claim by McMaster-Carr Supply Co. in the amount of $3,502.01 #

32. Claim by Medical Emergency Devices & SV in the amount of $522.85 #

33. Claim by Ray and Larry's Golf Car Service in the amount of $479.22 #

34. Claim by Sherwin Williams Co. in the amount of $336.77 #

35. Claim by SRP in the amount of $56,767.81 #

36. Claim by St. Mary's Food Bank Alliance in the amount of $4,000.00 #

37. Claim by Tennant Sales and Service Co. in the amount of $1,969.47 #

38. Claim by The Plumber's Choice, Inc. in the amount of $4,477.17 #

39. Claim by United Rentals Northwest, Inc. in the amount of $1,520.76 #

40. Claim by Vern Lewis Welding Supply, Inc. in the amount of $2,527.64 #

41. Claim by Vestar-DRM OPCO in the amount of $270.02 #

42. Claim by Voss Lighting in the amount of $6,963.03 #

43. Claim by United Site Services in the amount of $114.24 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

44. Claim by Interstate All Battery Center in the amount of $425.21 #

45. Claim by 620 Sports KTAR-AM in the amount of $1,392.42 #

46. Claim by Acorn Gas Company, Inc. in the amount of $945.37 #

47. Claim by Allied Waste Services #753 in the amount of $4,487.53 #

48. Claim by Bill Young Productions, Inc. in the amount of $7,337.50 #

49. Claim by CBS5 in the amount of $3,246.16 #

50. Claim by Chemtreat, Inc. in the amount of $2,762.38 #

51. Claim by Cox Media, LLC in the amount of $21,266.80

52. Claim by Friends of Eight in the amount of $2,920.00 #

53. Claim by KBAQ-FM 89.5 in the amount of $640.00 #

54. Claim by KDKB-FM in the amount of $8,220.60 #

55. Claim by KimBall Midwest in the amount of $355.34 #

56. Claim by KJZZ-FM 91.5 in the amount of $640.00 #

57. Claim by KMLE-FM in the amount of $20,561.80 #

58. Claim by KNXV-TV in the amount of $4,587.33 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

59. Claim by KOOL-FM in the amount of $3,075.30 #

60. Claim by KPKX-FM in the amount of $3,523.78 #

61. Claim by KPNX-TV in the amount of $29,226.16 #

62. Claim by KTVK TV3 in the amount of $1,678.14 #

63. Claim by KUPD-FM in the amount of $25,619.82 #

64. Claim by Martin/Martin Consulting in the amount of $1,891.25 #

65. Claim by News 92.3 KTAR-FM in the amount of $1,281.37 #

66. Claim by Premier Rinks, Inc. in the amount of $1,960.53 #

67. Claim by ProEM in the amount of $980.52 #

68. Claim by Riviera Broadcast Group EDGE in the amount of $5,591.07 #

69. Claim by Sierra H Broadcasting Inc. in the amount of $567.21 #

70. Claim by Tour Design Inc. in the amount of $2,185.00 #

71. Claim by Univision/KTVW Phoenix in the amount of $17,657.35 #

72. Claim by Arizona Republic in the amount of $15,988.71 #

73. Claim by Citicorp USA in the amount of $276,870.59 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

74. Claim by T.E.A.M. Security in the amount of $6,876.36

75. Claim by Terminix in the amount of $2,944.00 #

76. Claim by AEG Facilities in the amount of $329,655.27

77. Claim by AEG Facilities Inc. in the amount of $24,000.00

78. Claim by Aramark Corporation in the amount of $11,752.59

79. Claim by Aramark Sports & Entertainment in the amount of $61.86

80. Claim by Atomic Pest Control in the amount of $175.00

81. Claim by Chemtex Corporation in the amount of $8,228.22

82. Claim by City of Glendale in the amount of $37,167.00 * ±

83. Claim by City of Glendale - Misc A/R in the amount of $507,325.73 *±

84. Claim by Climatec Building Technologies in the amount of $25,026.00 *

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* **Buyers reserve the right to verify the amount of such claim.**

± **The claims of the City of Glendale that are purchased hereunder do not include certain additional claims asserted by the City of Glendale against the Debtors' estate, including amounts arising under a certain "Team Guaranty" dated January 31, 2002, in the amount of $12,250,000.00, and additional amounts arising prepetition under the AMULA, in the amount of $2,103,685.85. Notwithstanding anything herein to the contrary, nothing herein shall constitute a waiver by the City of Glendale of the additional asserted claims set forth in the immediately preceding sentence (the "Non-Waived Claims") and any defense thereto, and nothing herein is intended to impair or compromise the Non-Waived Claims in any respect.**

85. Claim by Kone Inc. in the amount of $13,353.99 *

86. Claim by LandCorp Property Maintenance in the amount of $43,372.43

87. Claim by NRG Southwest Inc. in the amount of $95,844.79

88. Claim by Premier Marketing, Inc in the amount of $46,641.00

89. Claim by Ticketmaster in the amount of $3,793.43

90. Claim by Waste Management in the amount of $6,242.33

Total: $1,832,013.23

Schedule 2.9

Assumed Contracts Cure Costs

[To be provided by Sellers prior to signing of the Agreement.]

Schedule 2.14(a)

Glendale Contracts

1. Partition and Sale Agreement, dated as of September 25, 2006, by and among Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC, Steven M. Ellman, SUB Investments, LLC, Jerry and Vickie Moyes Family Trust, Westgate Investments, LLC and Westgate Signage, LLC.

2. Amended and Restated Agreement in Respect of Parking and Mixed-Use Development Agreement, dated as of July 1, 2008, by and among Coyote Center Development, LLC, Glendale-101 Development, LLC, Arena Development, LLC, Westgate Investments, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

3. Agreement for the Replacement of Temporary Parking, dated as of July 1, 2008, by and among City of Glendale, Coyote Center Development, LLC, Glendale Garage LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

4. Declaration of Easements, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

5. Master Declaration of Easements, Covenants, Conditions and Restrictions for Westgate, dated as of January 30, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

6. Common Operation and Reciprocal Easement Agreement for the Entertainment District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

7. Common Operation and Reciprocal Easement Agreement for the Village Retail District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC, to the extent a Seller is a beneficiary thereof.

8. Common Operation and Reciprocal Easement Agreement for the Destination Retail District, dated as of February 15, 2006, by Coyote Center Development, to the extent a Seller is a beneficiary thereof.

9. Nondisturbance and Attornment Agreement, dated as of September 25, 2006, by and among Credit Suisse, Coyotes Hockey, LLC, Arena Management Group, LLC and Coyotes Holdings, LLC.

10. Parking Replacement Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

11. Revised and Restated Parking Use License and Easement Agreement, dated as of July 1, 2008, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC and Coyote Center Development, LLC.

12. Reassignment and Assumption Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

13. Safety and Security Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC and Coyotes Hockey, LLC.

14. Consolidated Trailing Agreement, dated as of September 25, 2006, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC, as amended by that certain First Amendment to Consolidated Trailing Agreement, dated as of July __, 2008, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC.

15. Sponsorship and Marketing Cooperation Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Entertainment Center Development, LLC, Westgate Signage, LLC, Arena Management Group, LLC and Coyotes Hockey, LLC.

16. Team Guaranty Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyote Center Development, LLC, SUB Investments, LLC and Westgate Investments, LLC for the benefit of Coyotes Hockey, LLC.

17. Agreement, dated as of August 29, 2002, by and among B&B Holdings, Inc. d/b/a Arizona Cardinals, Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

18. Assignment and Assumption Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC and Coyotes Hockey, LLC.

19. Naming Rights Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

20. Letter Agreement, dated as of March 24, 2009, by and between Coyotes Hockey, LLC and Atomic Pest Control, LLC.

21. Sponsorship Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and AT&T Operations, Inc.

22. Sponsorship Letter Agreement, dated as of July 3, 2007, by and between Coyotes Hockey, LLC and Benson Security Systems, Inc., as amended by that certain First Amendment to Sponsorship Letter Agreement, dated as of April 9, 2009, by and between Coyotes Hockey, LLC and Benson Security Systems Inc.

23. Amended and Restated Letter Agreement, dated as of August 25, 2008, by and between Coyotes Hockey, LLC and Sharp Electronics Corporation.

24. Agreement for Sponsorship and Promotion, dated as of December 6, 2007, by and between Coyotes Hockey, LLC and Valley Toyota Dealer Association, Inc.

25. Letter Agreement, dated as of November 8, 2007, by and between Coyotes Hockey, LLC and Comerica Bank.

26. Letter Agreement, dated as of November 21, 2007, by and between Coyotes Hockey, LLC and Danny's Family Companies, LLC.

27. Letter Agreement, dated as of December 7, 2006, by and between Coyotes Hockey, LLC and Delta Dental of Arizona.

28. Agreement for Sponsorship and Promotion, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as amended by that certain First Amendment to Agreement for Sponsorship and Promotion, dated as of August 10, 2005, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Second Amendment to Agreement for Sponsorship and Promotion, dated as of September __, 2006, by and between Coyotes

Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Third Amendment to Agreement for Sponsorship and Promotion, dated as of December 7, 2007, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

29. Letter Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Diamond Resorts International, LLC.

30. Letter Agreement, dated as of June 29, 2007, by and between Coyotes Hockey, LLC and Galardi Group Franchise & Leasing, LLC.

31. Letter Agreement, dated as of March 20, 2007, by and between Coyotes Hockey, LLC and Gila River Gaming Enterprises, Inc.

32. Letter Agreement, dated as of August 19, 2008, by and between Coyotes Hockey, LLC and Government Employees Insurance Company.

33. Letter Agreement, dated as of October 23, 2006, by and between Coyotes Hockey, LLC and Heritage Graphics, Inc.

34. Letter Agreement, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Ride Now Management, LLC.

35. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Salt River Project Agricultural Improvement and Power District.

36. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Vemma Nutrition Company.

37. Letter Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

38. Sponsorship Agreement, dated as of July 1, 2007, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

39. Agreement for Sponsorship and Promotion, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Southwest Water Conditioning, Inc. d/b/a Culligan.

40. Letter Agreement, dated as of November 15, 2008, by and between Peoria Polar, LLC, Chandler Polar, LLC and Gilbert Polar, LLC and Coyotes Hockey, LLC.

41. Agreement for Sponsorship and Promotion, dated as of November 13, 2007, by and between Cigna Corporation and Coyotes Hockey, LLC.

42. Letter Agreement, dated as of August 10, 2007, by and between CMG Enterprises, Inc. and Coyotes Hockey, LLC.

43. Letter Agreement, dated as of February 24, 2009, by and between Dreyer's Grand Ice Cream, Inc. and Coyotes Hockey, LLC.

44. Letter Agreement, dated as of December 6, 2006, by and between Oggi's Pizza & Brewing Co. and Coyotes Hockey, LLC.

45. Letter Agreement, dated as of August 6, 2008, by and between Classic Foods, Inc. and Coyotes Hockey, LLC.

46. Letter Agreement, dated as of November 19, 2007, by and between Unifirst Corporation and Coyotes Hockey, LLC.

47. Draft Amended and Restated Agreement for Sponsorship and Promotion, dated September __, 2009, by and between Coyotes Hockey, LLC and Heineken USA, Inc. d/b/a Heineken.

48. Amended and Restated Suite License Agreement, dated as of July 6, 2006, by and between Coyotes Hockey, LLC and Don Sanderson Ford, Inc.

49. Amended and Restated Suite License Agreement, dated as of February 19, 2007, by and between Coyotes Hockey, LLC and Selectbuild Arizona, LLC.

50. Agreement, dated as of March 20, 2003, by and between Coyotes Hockey, LLC and Kabuto Arizona Properties, L.L.C.

51. Suite License Agreement, dated as of November 1, 2004, by and between Coyotes Hockey, LLC and CB Richard Ellis, Inc.

52. Suite License Agreement, dated as of January 18, 2006, by and between Coyotes Hockey, LLC and Arena Partners, LLC.

53. Suite License Agreement, dated as of September 22, 2006, by and between Coyotes Hockey, LLC and B&B Holdings, Inc.

54. Suite License Agreement, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

55. Suite License Agreement, dated as of June 3, 2008, by and between Coyotes Hockey, LLC and Honeywell International, Inc.

56. Suite License Agreement, dated as of November 2, 2007, by and between Coyotes Hockey, LLC and Inhouse Assist, LLC.

57. Suite License Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

58. Amended and Restated Suite License Agreement, dated as of July 10, 2008, by and between Coyotes Hockey, LLC and Kiewit Western Co.

59. Suite License Agreement, dated as of January 8, 2009, by and between Coyotes Hockey, LLC and Jerry Dailey.

60. Suite License Agreement, dated as of June 13, 2008, by and between Coyotes Hockey, LLC and Perini Building Company, LLC.

61. Suite License Agreement, dated as of September 12, 2005, by and between Coyotes Hockey, LLC and Phelps Dodge Corporation.

62. Suite License Agreement, dated as of August 7, 2006, by and between Coyotes Hockey, LLC and VHS Acquisition Subsidiary No. 8, Inc. d/b/a Abrazo Region Services.

63. Suite License Agreement, dated as of November __, 2006, by and between Coyotes Hockey, LLC and WDG Enterprises, Inc.

64. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Evans Overhead Door, LLC.

65. Suite License Agreement, dated as of May 12, 2008, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

66. Suite License Agreement, dated as of September 26, 2008, by and between Coyotes Hockey, LLC and Lawns by Les, LLC.

67. Suite License Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

68. Suite License Agreement, dated as of August 15, 2006, by and between Coyotes Hockey, LLC and Adolfson & Peterson, Inc.

69. Suite License Agreement, dated as of May 15, 2008, by and between Coyotes Hockey, LLC and Clareity Ventures, Inc.

70. Suite License Agreement, dated as of April 26, 2006, by and between Coyotes Hockey, LLC and Lerner & Rowe, P.C.

71. Suite License Agreement, dated as of August 1, 2008, by and between Coyotes Hockey, LLC and Avnet, Inc.

72. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Wells Fargo Bank, National Association.

73. Suite License Agreement, dated as of August 29, 2007, by and between Coyotes Hockey, LLC and Shane Doan.

74. Suite License Agreement, dated as of September 23, 2008, by and between Coyotes Hockey, LLC and Ed Jovanovski.

75. Suite License Agreement, dated as of November 30, 2008, by and between Coyotes Hockey, LLC and Godaddy.com, Inc.

76. Suite License Agreement, dated as of July 17, 2006, by and between Coyotes Hockey, LLC and The Silverleaf Club, LLC.

77. Suite License Agreement, dated as of July 1, 2003, by and between Coyotes Hockey, LLC and Pleiades Real Estate Investments, LLC.

78. Amended and Restated Suite License Agreement, dated as of July 12, 2006, by and between Coyotes Hockey, LLC and Parris & Parris, PLC.

79. Suite License Agreement, dated as of November 25, 2008, by and between Coyotes Hockey, LLC and 4 Horsemen Transportation Inc.

80. Suite License Agreement, dated as of February 1, 2008, by and between Coyotes Hockey, LLC and Positive Impact Investments, LLC.

81. Suite License Agreement, dated as of September 19, 2008, by and between Coyotes Hockey, LLC and Derek Morris.

82. Loge Suite License Agreement, dated as of September 1, 2007, by and between Coyotes Hockey, LLC and LandCorp Property Maintenance I, Inc.

83. Service Agreement, dated as of June 10, 2007, by and between Arena Management Group, LLC and Climatec Building Technology Group.

84. Fire Alarm Test & Inspect Proposal, dated as of August 15, 2007, by and between Arena Management Group, LLC and Climatec Building Technology Group.

85. Services Agreement, commencing on of July 1, 2009, by and between Arena Management Group, LLC and Daktronics, Inc.

86. Water Services Agreement, dated as of April 1, 2009, by and between Arena Management Group, LLC and International Chemtex Corporation.

87. Maintenance Agreement, dated as of November 15, 2005, by and between Arena Management Group, LLC and Kone Inc.

88. Agreement for Services, dated as of September 1, 2007, by and between Arena Management Group, LLC and LandCorp Property Maintenance, Inc.

89. Master Lease Agreement, dated as of August 26, 2008, by and between Coyotes Hockey, LLC and Lease Group Resources, Inc.

90. Bid Package, dated as of September 23, 2008, by and between Arena Management Group, LLC and Lawns by Les, LLC.

91. Stagehand Services Agreement, dated as of June __, 2006, by and between NRG Services Southwest, Inc. and Arena Management Group, LLC, as amended by that certain Amendment to Stagehand Services Agreement, dated as of August 1, 2008, by and between Arena Management Group, LLC and NRG Services Southwest, Inc.

92. Event License Agreement, dated as of September 25, 2008, by and between Arena Management Group, LLC and Cirque du Soleil America, Inc.

93. Event License Agreement, dated as of December 18, 2008, by and between Arena Management Group, LLC and Premier Marketing, Inc. (Sean Hannity)

94. Event License Agreement, dated as of April 16, 2009, by and between Arena Management Group, LLC and Live Nation Worldwide, Inc. (Jonas Brothers)

95. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Productions, LLC. (Miley Cyrus)

96. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Productions, LLC. (Pink)

97. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Productions, LLC. (Wisin Y Yandel)

98. Rental Agreement, dated as of March 23, 2009, by and between Arena Management Group, LLC and Knights of Columbus, Inc.

99. Staffing Services Agreement, dated as of March 17, 2008, by and between Arena Management Group, LLC and Truly Every Assignment Matters.

100. Value Lease Agreement, dated as of January 19, 2007, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

101. Value Lease Agreement, dated as of _____, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

102. Licensed User Agreement, dated as of July 9, 2002, by and among Ticketmaster, L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as amended by that certain Amendment to Licensed User Agreement, dated as of July 1, 2008, by and among

Ticketmaster L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as further amended by that certain Letter, dated July 13, 2009, by and among Ticketmaster, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

103. Clear Channel and Glendale Arena (n/k/a Jobing.com Arena) Term Sheet, dated as of October 17, 2003, by and between Live Nation (as successor to Clear Channel Communications Inc.) and Arena Management Group, LLC.

104. Arena Management, Use and Lease Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyote Center Development, LLC.

105. Agreement Regarding Renewal and Replacement Schedule, dated as of November 29, 2001, by and among City of Glendale, Coyotes Hockey, LLC and Arena Management Group, LLC.

106. Catering and Concession Agreement, dated as of July 24, 2003, by and among Aramark Sports and Entertainment Services, Inc., Coyotes Hockey, LLC, Arena Management Group, LLC and Arena Development, LLC.

107. Venue Support Service Agreement, dated as of February __, 2008, by and between AEG Facilities, Inc. and Arena Management Group, LLC.

108. Radio Agreement, dated as of June 9, 2008, by and between Capstar Radio Operating Company and Coyotes Hockey, LLC.

109. Letter Agreement, dated as of October 1, 2008, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey Club, LLC [sic] (over-the-air television) and Letter Agreement, dated as of April 22, 1999, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC, as amended by that certain Amendment to Letter of Agreement, dated as of May 23, 2003, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC (pay television).

110. Valet Parking Services Agreement, dated as of April 3, 2008, by and between Arena Management Group, LLC and Epic Consulting Inc. d/b/a Epic Valet.

111. Agreement of Employment, dated as of January 15, 2006, by and between John Browne and Coyotes Hockey, LLC, as amended by that certain Employment Agreement Amendment, effective as of May 1, 2007, by and between Coyotes Hockey, LLC and John Browne.

112. Agreement of Employment, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Bob Heethuis.

113. Douglas G. Moss Employment Agreement, effective as of January 2, 2003, by and between Coyotes Hockey, LLC and Douglas G. Moss, as amended by that certain Moss Employment Agreement Amendment and Extension, effective as of November 18, 2005, by and between Coyotes Hockey, LLC and Douglas G. Moss.

114. Employment Agreement, dated as of January 25, 2006, by and between Coyotes Hockey, LLC and Michael J. Nealy, as amended by that certain Employment Agreement and Extension, dated as of May 15, 2007, by and between Coyotes Hockey, LLC and Michael J. Nealy.

115. Agreement of Employment, dated as of June 28, 2007, by and between Coyotes Hockey, LLC and Dave Strader.

116. Memorandum of Understanding, dated as of February 22, 2006, by and between Jim Foss and Arena Management Group, LLC, as amended by that certain Employment Agreement Amendment, effective as of March 13, 2008, by and between Arena Management Group, LLC and Jim Foss.

117. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

118. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

119. Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of September 25, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

120. Trademark License Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

121. Letter of Agreement, dated as of November 21, 2008, by and between Coyotes Hockey, LLC and Creative Artists Agency LLC.

122. Letter Agreement, dated as of October 29, 2008, by and between Cox Media, LLC and Coyotes Hockey, LLC.

123. Services Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

124. Memorandum of Understanding between Coyotes Hockey, LLC and Michael Bucek, dated June 18, 2004; Amendment and Extension to Employment Agreement entered into as of January 15, 2006, dated November 7, 2008, and 2008-2009 Executive Bonus Agreement.

125. Employment Agreement between Coyotes Hockey, LLC and Darren Pang, dated July 1, 2008.

126. Player Loan Agreement between Coyotes Hockey, LLC and the Flying Chandar Sports, LLC, effective as of August 6, 2009.

127. Event License Agreement between Arena Management Group, LLC and Lakewood Church, Inc., dated July 28, 2009.

128. Contract as Goaltending Coach, dated as of July 17, 2008, between Coyotes Hockey, LLC, and Grant Fuhr.

129. Sponsorship Letter of Agreement, dated as of October 11, 2006, between Coyotes Hockey, LLC and Stubhub, Inc.

130. Concession Licensing Agreement, dated as of November 6, 2003, and First Amendment, dated as of July 1, 2006, between Coyotes Hockey, LLC, and Facility Merchandising, Inc.

131. Agreement in Respect of Parking and Mixed-Use Development Agreement, dated as of September 25, 2006, among Coyote Center Development, LLC, Glendale-101 Development, LLC, Arena Development, LLC, Westgate Investments, LLC, Coyotes Hockey, LLC, and Arena Management Group, LLC.

132. Memorandum of Agreement, dated February 27, 2004, by and among the City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyotes Center Development, LLC.

133. Lots 7 and 14A Temporary Parking License Agreement, dated November 29, 2005, by and between the City of Glendale, Coyote Center Development, LLC, Arena Management Group, LLC, and Coyotes Hockey, LLC.

134. Media Tower Lease Agreement, dated September 25, 2006, between Westgate Signage, LLC, and lessor, and Coyotes Hockey, LLC, as lessee.

135. Parking Use License and Easement Agreement, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC, and Coyote Center Development, LLC.

136. Partial Re-Assignment and Assumption Agreement, dated September 25, 2006, by and among Arena Development, LLC, Arena Management Group, LLC, and Drawbridge Special Opportunities Fund, LP.

137. Recognition and Non-Disturbance Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

138. Team Guaranty, dated as of January 31, 2002, by Coyotes Hockey, LLC, to and in favor of the City of Glendale.

139. Assignment and Assumption Agreement, dated as of December 31, 2007, between Coyotes Hockey, LLC, and Whiteout Way Investments, LLC.

140. Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of September 25, 2006, by Coyote Center Development, LLC, in favor of First American Title Insurance Company, for the benefit of Coyotes Hockey, LLC.

141. Recognition and Non-Disturbance Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

142. First American Title Insurance Company Construction Disbursement Escrow Agreement, dated as of July 1, 2008, by and among the City of Glendale, Coyote Center Development, LLC, Coyote Hockey, LLC, Arena Management Group, LLC, Glendale Garage LLC and First American Title Insurance Company.

Schedule 2.14(d)

Whiteout Way Contracts

1. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

2. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

Schedule 5.3

Consents

To the extent any Consents are required, such Consents will be satisfied by the Sale Order.

Schedule 5.4(a)

Capitalization; Officers and Directors

Coyotes Holdings – 91.79%
Wayne Gretzky – 1.4925%
Lake Street Leasing Corp. – 1.4925%
Jim Wilkert – 1.4925%
John A. Breslow – 1.4925%
John A. Breslow Rollover IRA – 1.4925%
Shawn Hunter – 0.7463%

Schedule 5.4(b)

Capitalization; Officers and Directors

Seller	Subsidiary	Interest	Percentage Equity Interests
Coyotes Hockey, LLC	3051349 Nova Scotia Company, a Nova Scotia unlimited liability company	Certificate No. 2 (1000 Common Shares)	100%
Coyotes Hockey, LLC	Arizona Lacrosse, LLC, a Delaware limited liability company	100% of membership interests	100%
Coyotes Hockey, LLC	NHL Enterprises, L.P., a Delaware limited partnership	1/30 of the limited partnership interests	3 1/3%
Coyotes Hockey, LLC	NHL Enterprises, Inc., a Delaware corporation	unknown	unknown
Coyotes Hockey, LLC	Intra Continental Ensurers	unknown	unknown
Coyotes Hockey, LLC	Dewey Ranch Hockey, LLC	100% of membership units	100%

Schedule 5.4(c)

Officers and Directors

Coyotes Hockey, LLC:
Managing Member – Coyotes Holdings, LLC
Officers – Doug Moss, President
Mike Nealy, CFO
Steve Weinreich, Vice President/General Counsel

Arena Management Group, LLC:
Manager – Coyotes Holdings, LLC
Officers – Doug Moss, President
Mike Nealy, CFO
Steve Weinreich, Vice President/General Counsel

3051349 Nova Scotia Company:
Director – Jerry Moyes
Officers – Mike Nealy, Exec. VP and CFO
Joe Liebfried, VP Finance

Schedule 5.5

Absence of Certain Changes

None.

Schedule 5.6

Books and Records

The minute books and all other records of each Seller, all of which have been made available to the Buyers, are complete, and contain no inaccuracies.

Schedule 5.7(a)

Material Contracts

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

12. Reassignment and Assumption Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

13. Safety and Security Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC and Coyotes Hockey, LLC.

14. Consolidated Trailing Agreement, dated as of September 25, 2006, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC, as amended by that certain First Amendment to Consolidated Trailing Agreement, dated as of July __, 2008, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC.

15. Sponsorship and Marketing Cooperation Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Entertainment Center Development, LLC, Westgate Signage, LLC, Arena Management Group, LLC and Coyotes Hockey, LLC.

16. Team Guaranty Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyote Center Development, LLC, SUB Investments, LLC and Westgate Investments, LLC for the benefit of Coyotes Hockey, LLC.

17. Agreement, dated as of August 29, 2002, by and among B&B Holdings, Inc. d/b/a Arizona Cardinals, Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

18. Assignment and Assumption Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC and Coyotes Hockey, LLC.

19. Naming Rights Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

20. Value Lease Agreement, dated as of January 19, 2007, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

21. Value Lease Agreement, dated as of _____, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

22. Licensed User Agreement, dated as of July 9, 2002, by and among Ticketmaster, L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as amended by that certain Amendment to Licensed User Agreement, dated as of July 1, 2008, by and among Ticketmaster L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as further amended by that certain Letter, dated July 13, 2009, by and among Ticketmaster, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

23. Clear Channel and Glendale Arena (n/k/a Jobing.com Arena) Term Sheet, dated as of October 17, 2003, by and between Live Nation (as successor to Clear Channel Communications Inc.) and Arena Management Group, LLC.

24. Radio Agreement, dated as of June 9, 2008, by and between Capstar Radio Operating Company and Coyotes Hockey, LLC.

25. Affiliation Agreement, dated as of August 1, 2007, by and between Coyotes Hockey, LLC and San Antonio Hockey, LLC, as amended by that certain Amendment to Affiliation Agreement between Coyotes Hockey, L.L.C. and San Antonio Hockey, L.L.C., entered into on June 24, 2008.

26. Master Lease Agreement, dated as of August 26, 2008, by and between Coyotes Hockey, LLC and Lease Group Resources, Inc.

27. Sponsorship Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and AT&T Operations, Inc.

28. Sponsorship Letter Agreement, dated as of July 3, 2007, by and between Coyotes Hockey, LLC and Benson Security Systems, Inc., as amended by that certain First Amendment to Sponsorship Letter Agreement, dated as of April 9, 2009, by and between Coyotes Hockey, LLC and Benson Security Systems Inc.

29. Amended and Restated Letter Agreement, dated as of August 25, 2008, by and between Coyotes Hockey, LLC and Sharp Electronics Corporation.

30. Agreement for Sponsorship and Promotion, dated as of December 6, 2007, by and between Coyotes Hockey, LLC and Valley Toyota Dealer Association, Inc.

31. Letter Agreement, dated as of November 8, 2007, by and between Coyotes Hockey, LLC and Comerica Bank.

32. Letter Agreement, dated as of November 21, 2007, by and between Coyotes Hockey, LLC and Danny's Family Companies, LLC.

33. Letter Agreement, dated as of December 7, 2006, by and between Coyotes Hockey, LLC and Delta Dental of Arizona.

34. Agreement for Sponsorship and Promotion, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as amended by that certain First Amendment to Agreement for Sponsorship and Promotion, dated as of August 10, 2005, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Second Amendment to Agreement for Sponsorship and Promotion, dated as of September __, 2006, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Third Amendment to Agreement for Sponsorship and Promotion, dated as of December 7, 2007, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

35. Letter Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Diamond Resorts International, LLC.

36. Letter Agreement, dated as of June 29, 2007, by and between Coyotes Hockey, LLC and Galardi Group Franchise & Leasing, LLC.

37. Letter Agreement, dated as of March 20, 2007, by and between Coyotes Hockey, LLC and Gila River Gaming Enterprises, Inc.

38. Letter Agreement, dated as of August 19, 2008, by and between Coyotes Hockey, LLC and Government Employees Insurance Company.

39. Letter Agreement, dated as of October 23, 2006, by and between Coyotes Hockey, LLC and Heritage Graphics, Inc.

40. Letter Agreement, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Ride Now Management, LLC.

41. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Salt River Project Agricultural Improvement and Power District.

42. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Vemma Nutrition Company.

43. Letter Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

44. Sponsorship Agreement, dated as of July 1, 2007, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

45. Agreement for Sponsorship and Promotion, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Southwest Water Conditioning, Inc. d/b/a Culligan.

46. Letter Agreement, dated as of November 15, 2008, by and between Peoria Polar, LLC, Chandler Polar, LLC and Gilbert Polar, LLC and Coyotes Hockey, LLC.

47. Agreement for Sponsorship and Promotion, dated as of November 13, 2007, by and between Cigna Corporation and Coyotes Hockey, LLC.

48. Letter Agreement, dated as of August 10, 2007, by and between CMG Enterprises, Inc. and Coyotes Hockey, LLC.

49. Letter Agreement, dated as of February 24, 2009, by and between Dreyer's Grand Ice Cream, Inc. and Coyotes Hockey, LLC.

50. Letter Agreement, dated as of December 6, 2006, by and between Oggi's Pizza & Brewing Co. and Coyotes Hockey, LLC.

51. Letter Agreement, dated as of August 6, 2008, by and between Classic Foods, Inc. and Coyotes Hockey, LLC.

52. Letter Agreement, dated as of November 19, 2007, by and between Unifirst Corporation and Coyotes Hockey, LLC.

53. Draft Amended and Restated Agreement for Sponsorship and Promotion, dated December __, 2008, by and between Coyotes Hockey, LLC and Heineken USA, Inc. d/b/a Heineken.

54. Amended and Restated Suite License Agreement, dated as of July 6, 2006, by and between Coyotes Hockey, LLC and Don Sanderson Ford, Inc.

55. Amended and Restated Suite License Agreement, dated as of February 19, 2007, by and between Coyotes Hockey, LLC and Selectbuild Arizona, LLC.

56. Agreement, dated as of March 20, 2003, by and between Coyotes Hockey, LLC and Kabuto Arizona Properties, L.L.C.

57. Suite License Agreement, dated as of November 1, 2004, by and between Coyotes Hockey, LLC and CB Richard Ellis, Inc.

58. Suite License Agreement, dated as of January 18, 2006, by and between Coyotes Hockey, LLC and Arena Partners, LLC.

59. Suite License Agreement, dated as of September 22, 2006, by and between Coyotes Hockey, LLC and B&B Holdings, Inc.

60. Suite License Agreement, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

61. Suite License Agreement, dated as of June 3, 2008, by and between Coyotes Hockey, LLC and Honeywell International, Inc.

62. Suite License Agreement, dated as of November 2, 2007, by and between Coyotes Hockey, LLC and Inhouse Assist, LLC.

63. Suite License Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

64. Amended and Restated Suite License Agreement, dated as of July 10, 2008, by and between Coyotes Hockey, LLC and Kiewit Western Co.

65. Suite License Agreement, dated as of January 8, 2009, by and between Coyotes Hockey, LLC and Jerry Dailey.

66. Suite License Agreement, dated as of June 13, 2008, by and between Coyotes Hockey, LLC and Perini Building Company, LLC.

67. Suite License Agreement, dated as of September 12, 2005, by and between Coyotes Hockey, LLC and Phelps Dodge Corporation.

68. Suite License Agreement, dated as of August 7, 2006, by and between Coyotes Hockey, LLC and VHS Acquisition Subsidiary No. 8, Inc. d/b/a Abrazo Region Services.

69. Suite License Agreement, dated as of November __, 2006, by and between Coyotes Hockey, LLC and WDG Enterprises, Inc.

70. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Evans Overhead Door, LLC.

71. Suite License Agreement, dated as of May 12, 2008, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

72. Suite License Agreement, dated as of September 26, 2008, by and between Coyotes Hockey, LLC and Lawns by Les, LLC.

73. Suite License Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

74. Suite License Agreement, dated as of August 1, 2006, by and between Coyotes Hockey, LLC and Adolfson & Peterson, Inc.

75. Suite License Agreement, dated as of May 15, 2008, by and between Coyotes Hockey, LLC and Clareity Ventures, Inc.

76. Suite License Agreement, dated as of April 26, 2006, by and between Coyotes Hockey, LLC and Lerner & Rowe, P.C.

77. Suite License Agreement, dated as of August 1, 2008, by and between Coyotes Hockey, LLC and Avnet, Inc.

78. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Wells Fargo Bank, National Association.

79. Suite License Agreement, dated as of August 29, 2007, by and between Coyotes Hockey, LLC and Shane Doan.

80. Suite License Agreement, dated as of September 23, 2008, by and between Coyotes Hockey, LLC and Ed Jovanovski.

81. Suite License Agreement, dated as of November 30, 2008, by and between Coyotes Hockey, LLC and Godaddy.com, Inc.

82. Suite License Agreement, dated as of July 17, 2006, by and between Coyotes Hockey, LLC and The Silverleaf Club, LLC.

83. Suite License Agreement, dated as of July 1, 2003, by and between Coyotes Hockey, LLC and Pleiades Real Estate Investments, LLC.

84. Amended and Restated Suite License Agreement, dated as of July 12, 2006, by and between Coyotes Hockey, LLC and Parris & Parris, PLC.

85. Suite License Agreement, dated as of November 25, 2008, by and between Coyotes Hockey, LLC and 4 Horsemen Transportation Inc.

86. Suite License Agreement, dated as of February 1, 2008, by and between Coyotes Hockey, LLC and Positive Impact Investments, LLC.

87. Suite License Agreement, dated as of September 19, 2008, by and between Coyotes Hockey, LLC and Derek Morris.

88. Loge Suite License Agreement, dated as of September 20, 2007, by and between Coyotes Hockey, LLC and LandCorp Property Maintenance, Inc.

89. AMULA Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyotes Hockey, LLC and Coyotes Holdings, LLC for the benefit of Coyote Center Development, LLC and Glendale-101 Development, LLC.

90. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

91. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

92. Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of September 25, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

93. Services Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

94. Trademark License Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

95. Club Transfer and Settlement Agreement, dated as of February 10, 2006, by and among the National Lacrosse League, Coyotes Hockey, LLC, Arena Management Group, LLC, Arizona Lacrosse, LLC, J.A. Columbus Sports Ventures, Inc., Michael Gongas, Charles Russo and AJ Sports Enterprises, Inc.

96. Letter of Agreement, dated as of November 21, 2008, by and between Coyotes Hockey, LLC and Creative Artists Agency LLC.

97. Letter Agreement, dated as of October 29, 2008, by and between Cox Media, LLC and Coyotes Hockey, LLC.

98. Aircraft Charter Agreement, dated as of September 5, 2007, by and between Swift Air, LLC and Coyotes Hockey, LLC.

99. Sixth Amended and Restated Revolving Loan Agreement, dated as of April 16, 2008, by and between Coyotes Hockey, LLC and Jerry Moyes and all other agreements related thereto, including the Sixth Amended and Restated Revolving Promissory Note, dated as of April 16, 2008, by Coyotes Hockey, LLC in favor of Jerry Moyes.

100. Asset Purchase Agreement, dated as of May 5, 2009, by and between Coyotes Hockey, LLC and PSE Sports & Entertainment LP, as amended on June 8, 2009 as evidenced by that certain Notice of Filing Amendments to APA and Schedules filed on June 8, 2009, including exhibits thereto.

101. Employment Agreement, dated as of March __, 2008, by and between Coyotes Hockey, LLC and Wayne D. Gretzky.

102. Arena Management, Use and Lease Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyote Center Development, LLC.

103. Agreement Regarding Renewal and Replacement Schedule, dated as of November 29, 2001, by and among City of Glendale, Coyotes Hockey, LLC and Arena Management Group, LLC.

104. Catering and Concession Agreement, dated as of July 24, 2003, by and among Aramark Sports and Entertainment Services, Inc., Coyotes Hockey, LLC, Arena Management Group, LLC and Arena Development, LLC.

105. Venue Support Service Agreement, dated as of February __, 2008, by and between AEG Facilities, Inc. and Arena Management Group, LLC.

106. Letter Agreement, dated as of October 1, 2008, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey Club, LLC sic (over-the-air television) and Letter Agreement, dated as of April 22, 1999, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC, as amended by that certain Amendment to Letter of Agreement, dated as of May 23, 2003, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC (pay television).

107. Secured Credit Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League, and all other agreements related thereto, including:

a. Intercreditor Agreement, dated as of February 24, 2009, by and among SOF Investments, L.P., White Tip Investments, LLC, Donatello Investments, LLC and the National Hockey League.

b. Pledge Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

c. Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

d. Trademark Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

e. Assignment of Leases and Rents, dated as of February 24, 2009, from Coyotes Hockey, LLC to the National Hockey League.

f. Leasehold Deed of Trust, dated as of February 24, 2009, by Coyotes Hockey, LLC to Stewart Title & Trust of Phoenix, Inc. for the benefit of the National Hockey League.

g. Subordination Agreement, dated as of February 24, 2009, by and among Coyotes Hockey, LLC, SOF Investments, L.P., White Tip Investments, LLC and Donatello Investments, LLC in favor of the National Hockey League.

h. Amended and Restated Restricted Account and Securities Account Control Agreement, dated as of March 11, 2009, by and among Coyotes Hockey, LLC, the National Hockey League, SOF Investments, L.P. and Wells Fargo, National Association.

108. Credit Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC, and SOF Investments, L.P., as amended, and all agreements related thereto, including:

a. Pledge Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.

b. Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.

c. Trademark Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.

d. COA Account Control Agreement, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, SOF Investments, L.P. and Wells Fargo Bank, N.A.

e. Leasehold Deed of Trust by, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, First American Title Insurance Company and SOF Investments, L.P.

109. Letter Agreement, dated November 21, 2008, by and among the NHL, Coyotes Hockey, LLC, Coyotes Holdings, LLC, Coyotes Holdings MemberCo, LLC, Arena Management Group, LLC, Jerry Moyes, Vickie Moyes and the Jerry and Vickie Moyes Family Trust, as amended by a letter agreement dated January 8, 2009, and all agreements related thereto.

Schedule 5.7(c)

Material Contracts

Each Material Contract is in full force and effect and is valid and enforceable by the applicable Seller in accordance with its terms.

Schedule 5.7(d)

Material Contracts

Neither Seller is in default under any Material Contract, and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by either Seller under any Material Contract, other than as a result of the Bankruptcy Case.

Schedule 5.7(e)

Material Contracts

To the Knowledge of the Sellers, no other Person is in default under any Material Contract and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by any other Person under any Material Contract.

Schedule 5.7(f)

Material Contracts

Neither Seller is party to any oral Contract.

Schedule 5.8

Player Contracts and Employees

[INTENTIONALLY OMITTED]

Schedule 5.9

Employee Benefit Plans

Team players and former Team players receive benefits through the NHL's benefit plans.

Schedule 5.10(a)

Intellectual Property

FEDERAL TRADEMARKS

	Mark	Reg. No.	Serial No.	Date Reg.	Date Filed	Record Owner
1	Coyote Jumping (Design only)		77511584		6/30/2008	Coyotes Hockey, LLC
2	Coyote Jumping (Design only)		77511579		6/30/2008	Coyotes Hockey, LLC
3	Coyotes	2661949	76241556	12/17/2002	4/16/2001	Coyotes Hockey, LLC
4	PHX and Design		76538589		8/19/2003	Coyotes Hockey, LLC
5	Coyote Head (Design only)	2957730	76538588	5/31/2005	8/19/2003	Coyotes Hockey, LLC
6	PHX and Design	2955445	76538279	5/24/2005	8/19/2003	Coyotes Hockey, LLC
7	Coyote Head (Design only)	3007665	76538273	10/18/2005	8/19/2003	Coyotes Hockey, LLC
8	Coyotes	2578136	76241560	6/11/2002	4/16/2001	Coyotes Hockey, LLC
9	Phoenix Coyotes	2424929	75834027	1/30/2001	10/28/1999	Coyotes Hockey, LLC
10	Whiteout	2380959	75686862	8/29/2000	4/19/1999	Coyotes Hockey, LLC
11	Crescent Moon (Design only)	2114731	75085000	11/18/1997	4/8/1996	Coyotes Hockey, LLC
12	Coyote Hockey Player (Design only)	2143353	75108115	3/10/1998	5/22/1996	Coyotes Hockey, LLC
13	Coyote Head	2141400	75079774	3/3/1998	3/28/1996	Coyotes Hockey, LLC
14	Coyote Head	2145206	75077583	3/18/1998	3/25/1996	Coyotes Hockey, LLC
15	Coyote Hockey Player (Design only)	2264279	75391651	7/27/1999	11/17/1997	Coyotes Hockey, LLC
16	Street Coyotes	2232638	75161959	3/16/1999	10/6/1996	Coyotes Hockey, LLC
17	Phoenix Coyotes	2109714	75042569	10/28/1997	1/12/1996	Coyotes Hockey, LLC
18	Phoenix Coyotes	2109713	75042567	10/28/1997	1/12/1996	Coyotes Hockey, LLC

ARIZONA TRADEMARKS

	Mark	File ID	Date Begin	Application Date	Record Owner
1	Stylized Coyote Wearing Hockey Uniform and Holding Hockey Stick Above Words "Phoenix Coyotes"	37546	4/8/1996	4/26/1996	Coyotes Hockey, LLC

ARIZONA TRADE NAMES

	Mark	File ID	Date Begin	Application Date	Record Owner
1	Phoenix Coyotes	157724	4/8/1996	4/26/1996	Coyotes Hockey, LLC
2	Phoenix Coyotes Hockey	157725	4/8/1996	4/26/1996	Coyotes Hockey, LLC

CANADIAN TRADEMARKS

	Mark	Reg. No.	Application No.	Date Reg.	Date Filed	Record Owner
1	Coyote Wear	TMA350446	599592	1/27/1989	1/27/1988	Coyotes Hockey, LLC
2	Coyote Head Design	TMA509163	808191	3/11/1999	3/26/1996	Coyotes Hockey, LLC
3	Running Coyotes Design		1402052		7/3/2008	Coyotes Hockey, LLC
4	PHX Design		1188340		9/4/2003	Coyotes Hockey, LLC
5	Coyote Design (Phoenix)	TMA674806	1188337	10/13/2006	9/4/2003	Coyotes Hockey, LLC
6	Phoenix Coyotes	TMA511208	813203	4/28/1999	5/22/1996	Coyotes Hockey, LLC
7	Coyotes	TMA534118	808058	10/5/2000	3/25/1996	Coyotes Hockey, LLC
8	Coyotes & Design	TMA510684	813594	4/12/1999	5/27/1996	Coyotes Hockey, LLC
9	Arizona Coyotes		1106665		6/18/2001	Coyotes Hockey, LLC

website: www.phoenixcoyotes.com

Pursuant to that certain Trademark Security Agreement dated February 23, 2009, Team Seller granted the NHL a security interest in the trademarks and trade names listed on this Schedule.

Pursuant to that certain Trademark Security Agreement dated December 31, 2003, Team Seller granted SOF Investments, L.P. a security interest in the trademarks and trade names listed on this Schedule.

Off-the-Shelf Software

Vendor	Title	Licenses
Sunbelt Software	Ninja Email Security	200
Sunbelt Software	VIPRE Enterprise	200
RIM	Blackberry Enterprise	125
Microsoft	Solomon	8
Microsoft	Solomon Budget	20
Adobe	Acrobat	10
Adobe	After Effects	2
Adobe	Dreamweaver	4
Adobe	Fireworks	2
Adobe	InDesign	6
Adobe	Photoshop Elements	7
Adobe	Sound Booth	2
Adobe	Design Premium	4
Adobe	Web Standard	4
Adobe	Studio	2
Adobe	Design Standard	2
Citrix	Metaframe	20
ABI	ABI MasterMind	20
Nortel	Symposium	50
Nortel	Desktop Messaging	100

Coyotes Hockey LLC
Software Licensing

Vendor	Title	Qty
Symantec	GHOST SOLUTION SUITE	250
Symantec	BACKUP EXEC AGENT FOR WINDOWS SYSTEMS	25
Symantec	BACKUP EXEC SYSTEM RECOVERY DESKTOP	250
Symantec	BACKUP EXEC AGENT FOR MSFT SHAREPOINT 12.5	1
Symantec	BACKUP EXEC AGENT FOR MSFT ACTIVE DIRECTORY 12.5	2
Symantec	BACKUP EXEC OPTION CENTRAL ADMIN SERVER 12.5	2
Symantec	BACKUP EXEC OPTION LIBRARY EXPANSION 12.5	1
Symantec	BACKUP EXEC SYSTEM RECOVERY SERVER 8.5	12
Symantec	BACKUP EXEC WINDOWS MICROSOFT EXCHANGE SERVER 12.5	2
Microsoft	CRM Professional Server Listed	1
Microsoft	CRM Professional CAL	80
Microsoft	Microsoft Project	7
Microsoft	Visio Professional	10
Microsoft	Desktop Professional	250
Microsoft	SQL Server CAL	100
Microsoft	MOM Enterprise Ops Management	7
Microsoft	System Center Ops Mgr	13
Microsoft	Windows Terminal Server CAL	70
Microsoft	Exchange Server Enterprise	2
Microsoft	Exchange Server Enterprise CAL	1
Microsoft	Office SharePoint Server	1
Microsoft	ISA Server Std	1
Microsoft	SQL Server Standard Edition	1
Microsoft	SQL Server Enterprise Edition	1
Microsoft	Office LCS CAL	100
Microsoft	Windows Server Standard	22
Microsoft	Windows Server Enterprise	1
McAfee	McAfee Total Protection for Enterprise	251
McAfee	Virex	11

Schedule 5.12

Tangible Personal Property

See the attached "Coyotes Tangible Personal Property Schedule."

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Coyotes Hockey, LLC

Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000015		Mobile File Cabinets - Qty 15												
	000	09/25/06	2,299.93	P	SLMM	07 00	0.00	2,299.93	02/28/09	574.98	27.38	246.42	821.40	
000016		Mobile File Cabinets - Qty 12												
	000	09/25/06	1,866.03	P	SLMM	07 00	0.00	1,866.03	02/28/09	466.51	22.21	199.93	666.44	
000022		Cherry Finish Desk - Qty 2												
	000	09/25/06	2,724.05	P	SLMM	07 00	0.00	2,724.05	02/28/09	681.01	32.43	291.86	972.87	
000023		Storage Cabinet - Qty 4												
	000	09/25/06	1,150.14	P	SLMM	07 00	0.00	1,150.14	02/28/09	287.54	13.69	123.23	410.77	
000249		Type A-Cubicle #1												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000250		Type A-Cubicle #2												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000251		Type D-Cubicle #3												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000252		Type D-Cubicle #4												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000253		Type A-Cubicle #5												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000254		Type A-Cubicle #6												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000255		Type C-Cubicle #7												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000256		Type C-Cubicle #8												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000257		Space #9												
	000	02/01/07	1,590.16	P	SLMM	07 00	0.00	1,590.16	02/28/09	321.82	18.93	170.37	492.19	
000258		Type A-Cubicle #10												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000259		Type B-Cubicle #11												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000260		Space #12												
	000	12/18/06	644.90	P	SLMM	07 00	0.00	644.90	02/28/09	138.20	7.67	69.09	207.29	
000261		Type A-Cubicle #13												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000262		Type A-Cubicle #14												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000263		Type H-Cubicle #15												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000264		Type H-Cubicle #16												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000265		Type H-Cubicle #17												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000266		Type H-Cubicle #18												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000267		Type C-Cubicle #19												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000268		Type C-Cubicle #20												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000269		Type C-Cubicle #21												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000270		Type C-Cubicle #22												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	

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Coyotes Hockey, LLC

Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000271	Type A-Cubicle #23													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000272	Type A-Cubicle #24													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000273	Type F-Cubicle #25													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000274	Type A-Cubicle #26													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000275	Type A-Cubicle #27													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000276	Type A-Cubicle #28													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000277	Type A-Cubicle #29													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000278	Type A-Cubicle #30													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000279	Type A-Cubicle #31													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000280	Type A-Cubicle #32													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000281	Type A-Cubicle #33													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000282	Type A-Cubicle #34													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000283	Type D-Cubicle #35													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000284	Type D-Cubicle #36													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000285	Type C-Cubicle #37													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000286	Type E-Cubicle #38													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000287	Type E-Cubicle #39													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000288	Type E-Cubicle #40													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000289	Type E-Cubicle #41													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000290	Type C-Cubicle #42													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000291	Type D-Cubicle #43													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000292	Type D-Cubicle #44													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000293	Type A-Cubicle #45													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000294	Type A-Cubicle #46													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000295	Type A-Cubicle #47													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000296	Type A-Cubicle #48													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	

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Coyotes Hockey, LLC

Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000297	Type C-Cubicle #49													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000298	Type F-Cubicle #50													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000299	Type L-Cubicle #51													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000300	Type C-Cubicle #52													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000301	Type F-Cubicle #53													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000302	Type A-Cubicle #54													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000303	Type A-Cubicle #55													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000304	Type A-Cubicle #56													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000305	Type A-Cubicle #57													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000306	Type A-Cubicle #58													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000307	Type A-Cubicle #59													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000308	Type A-Cubicle #60													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000309	Type A-Cubicle #61													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000310	Type A-Cubicle #62													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000311	Type A-Cubicle #63													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000312	Type F-Cubicle #64													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000313	Type A-Cubicle #65													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000314	Type A-Cubicle #66													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000315	Type F-Cubicle #67													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000316	Type A-Cubicle #68													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000317	Type G-Cubicle #69													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000318	Type G-Cubicle #70													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000319	Type G-Cubicle #71													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000320	Type G-Cubicle #72													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000321	Type I-Cubicle #73													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000322	Type I-Cubicle #74													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	

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G/L Asset Acct No = 1700-000														
000323	Type A-Cubicle #75													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000324	Type J-Cubicle #76													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000325	Type J-Cubicle #77													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000326	Type J-Cubicle #78													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000327	Type J-Cubicle #79													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000328	Type J-Cubicle #80													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000329	Type J-Cubicle #81													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000330	Type J-Cubicle #82													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000331	Type J-Cubicle #83													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000332	Type J-Cubicle #84													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000333	Type J-Cubicle #85													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000334	Type J-Cubicle #86													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000335	Type J-Cubicle #87													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000336	Type J-Cubicle #88													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000337	Type J-Cubicle #89													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000338	Type J-Cubicle #90													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000339	Type J-Cubicle #91													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000340	Type J-Cubicle #92													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000341	Type J-Cubicle #93													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000342	Type J-Cubicle #94													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000343	Type J-Cubicle #95													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000344	Type J-Cubicle #96													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000345	Type J-Cubicle #97													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000346	Type J-Cubicle #98													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000347	Type J-Cubicle #99													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000348	Type J-Cubicle #100													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	

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G/L Asset Acct No = 1700-000														
000349	Type J-Cubicle #101													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000350	Type J-Cubicle #102													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000351	Type K-Cubicle #103													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000352	Type K-Cubicle #104													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000353	Type K-Cubicle #105													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000354	Type K-Cubicle #106													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000355	Type K-Cubicle #107													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000356	Type K-Cubicle #108													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000357	Type K-Cubicle #109													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000358	Type K-Cubicle #110													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000359	Type K-Cubicle #111													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000360	Type K-Cubicle #112													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000361	Type K-Cubicle #113													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000362	Type K-Cubicle #114													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000363	Type K-Cubicle #115													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000364	Type K-Cubicle #116													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000365	Type K-Cubicle #117													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000366	Type K-Cubicle #118													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000367	Type K-Cubicle #119													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000368	Type K-Cubicle #120													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000369	Type K-Cubicle #121													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000370	Type K-Cubicle #122													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000371	Type K-Cubicle #123													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000372	Type K-Cubicle #124													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000373	Type K-Cubicle #125													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000374	Type K-Cubicle #126													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	

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G/L Asset Acct No = 1700-000														
000375	Type K-Cubicle #127													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000376	Type K-Cubicle #128													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000377	Lobby-#200													
	000	12/18/06	7,955.42	P	SLMM	07 00	0.00	7,955.42	02/28/09	1,704.74	94.70	852.36	2,557.10	
000378	Type M-Office #203													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000379	Type M-Office #204													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000380	Type M-Office #205													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000381	Type R-Office #206													
	000	12/18/06	7,279.63	P	SLMM	07 00	0.00	7,279.63	02/28/09	1,559.92	86.66	779.96	2,339.88	
000382	Type M-Office #207													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000383	Type O-Office #208													
	000	12/18/06	15,488.99	P	SLMM	07 00	0.00	15,488.99	02/28/09	3,319.07	184.39	1,659.53	4,978.60	
000384	Type P-Office #209													
	000	12/18/06	6,301.16	P	SLMM	07 00	0.00	6,301.16	02/28/09	1,350.25	75.01	675.12	2,025.37	
000385	Type Q-Office #210													
	000	12/18/06	7,997.40	P	SLMM	07 00	0.00	7,997.40	02/28/09	1,713.73	95.20	856.86	2,570.59	
000386	Type M-Office #213													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000387	Type M-Office #214													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000388	Type N-Office #215													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000389	Type M-Office #216													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000390	Type W-Office #217													
	000	12/18/06	7,084.53	P	SLMM	07 00	0.00	7,084.53	02/28/09	1,518.13	84.34	759.06	2,277.19	
000391	Type M-Office #218													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000392	Type M-Office #219													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000393	Type S-Office #220													
	000	12/18/06	8,366.26	P	SLMM	07 00	0.00	8,366.26	02/28/09	1,792.77	99.60	896.38	2,689.15	
000394	Type M-Office #221													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000395	Type M-Office #222													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000396	Type T-Office #223													
	000	12/18/06	8,501.60	P	SLMM	07 00	0.00	8,501.60	02/28/09	1,821.79	101.21	910.89	2,732.68	
000397	Presidents Office- #224													
	000	12/18/06	5,495.28	P	SLMM	07 00	0.00	5,495.28	02/28/09	1,177.56	65.42	588.78	1,766.34	
000398	Presidents Office- #224													
	000	02/01/07	6,314.89	P	SLMM	07 00	0.00	6,314.89	02/28/09	1,278.02	75.17	676.59	1,954.61	
000399	Admin Area -#226													
	000	12/18/06	4,470.33	P	SLMM	07 00	0.00	4,470.33	02/28/09	957.93	53.22	478.96	1,436.89	
000400	Admin Area -#226													
	000	02/01/07	5,038.74	P	SLMM	07 00	0.00	5,038.74	02/28/09	1,019.75	59.98	539.86	1,559.61	

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Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000401	Eastern Conference Room-#229													
	000	12/18/06	7,725.16	P	SLMM	07 00	0.00	7,725.16	02/28/09	1,655.40	91.97	827.70	2,483.10	
000402	Western Conference Room-#230													
	000	12/18/06	5,691.65	P	SLMM	07 00	0.00	5,691.65	02/28/09	1,219.64	67.75	609.81	1,829.45	
000403	Western Conference Room-#230													
	000	03/06/07	1,236.55	P	SLMM	07 00	0.00	1,236.55	02/28/09	235.53	14.72	132.48	368.01	
000404	Type V-Office #231													
	000	12/18/06	7,175.91	P	SLMM	07 00	0.00	7,175.91	02/28/09	1,537.70	85.42	768.84	2,306.54	
000405	Type M-Office #232													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000406	Type M-Office #233													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000407	Type M-Office #234													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000408	Type M-Office #235													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000409	Type M-Office #236													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000410	Type M-Office #237													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000411	Type X-Office #238													
	000	12/18/06	9,560.45	P	SLMM	07 00	0.00	9,560.45	02/28/09	2,048.67	113.81	1,024.33	3,073.00	
000412	Type M-Office #239													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000413	Type N-Office #240													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000414	Type M-Office #241													
	000	03/06/07	3,702.00	P	SLMM	07 00	0.00	3,702.00	02/28/09	705.15	44.07	396.64	1,101.79	
000415	Coyotes Conference Room-#244													
	000	12/18/06	13,697.62	P	SLMM	07 00	0.00	13,697.62	02/28/09	2,935.20	163.07	1,467.60	4,402.80	
000416	Type M-Office #245													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000417	Type Y-Office #247													
	000	12/18/06	7,355.21	P	SLMM	07 00	0.00	7,355.21	02/28/09	1,576.12	87.56	788.06	2,364.18	
000418	Type M-Office #248													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000419	Type S-Office #249													
	000	12/18/06	8,366.26	P	SLMM	07 00	0.00	8,366.26	02/28/09	1,792.77	99.60	896.38	2,689.15	
000420	Type N-Office #250													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000421	Type M-Office #255													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000422	Break Room-#266													
	000	12/18/06	1,232.34	P	SLMM	07 00	0.00	1,232.34	02/28/09	264.08	14.67	132.03	396.11	
000423	Break Room-#266													
	000	12/18/06	1,775.00	P	SLMM	07 00	0.00	1,775.00	02/28/09	380.36	21.13	190.17	570.53	
000424	Break Room-#266													
	000	12/18/06	2,817.61	P	SLMM	07 00	0.00	2,817.61	02/28/09	603.78	33.55	301.89	905.67	
000425	Executive Lobby-#267													
	000	12/18/06	1,058.85	P	SLMM	07 00	0.00	1,058.85	02/28/09	226.90	12.61	113.45	340.35	
000426	Labor - Office Furniture													
	000	12/18/06	18,257.01	P	SLMM	07 00	0.00	18,257.01	02/28/09	3,912.22	217.35	1,956.11	5,868.33	

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G/L Asset Acct No = 1700-000														
000427		Sales Tax - Office Furniture												
	000	12/18/06	35,771.60	P	SLMM	07 00	0.00	35,771.60	02/28/09	7,665.35	425.85	3,832.67	11,498.02	
000428		Freight - Office Furniture												
	000	12/18/06	1,368.24	P	SLMM	07 00	0.00	1,368.24	02/28/09	293.19	16.29	146.59	439.78	
000429		File Cabinets												
	000	12/18/06	1,787.28	P	SLMM	07 00	0.00	1,787.28	02/28/09	382.99	21.27	191.49	574.48	
000430		Benson Security System												
	000	12/21/06	41,394.93	P	SLMM	05 00	0.00	41,394.93	02/28/09	12,418.48	689.92	6,209.24	18,627.72	
000437		VOIP Phone System												
	000	12/18/06	370,635.50	P	SLMM	07 00	0.00	370,635.50	02/28/09	79,421.90	4,412.32	39,710.94	119,132.84	
000438		VOIP - Labor & Materials												
	000	12/18/06	39,123.92	P	SLMM	07 00	0.00	39,123.92	02/28/09	8,383.70	465.76	4,191.84	12,575.54	
000439		VOIP - Labor & Materials												
	000	12/18/06	10,430.16	P	SLMM	07 00	0.00	10,430.16	02/28/09	2,235.03	124.17	1,117.51	3,352.54	
000441		Cabling TV's, Projectors, Elec for offices												
	000	02/21/07	61,326.10	P	SLMM	05 00	0.00	61,326.10	02/28/09	16,353.63	1,022.10	9,198.91	25,552.54	
000442		Elec. White Board -Conf. Rm												
	000	12/18/06	6,546.16	P	SLMM	07 00	0.00	6,546.16	02/28/09	1,402.75	77.93	701.37	2,104.12	
000443		Sony 32IN LCD TV - Qty 8												
	000	12/18/06	13,422.06	P	SLMM	05 00	0.00	13,422.06	02/28/09	4,026.62	223.70	2,013.30	6,039.92	
000444		Sony 40IN LCD TV												
	000	12/18/06	2,135.66	P	SLMM	05 00	0.00	2,135.66	02/28/09	640.70	35.59	320.34	961.04	
000445		Speakers for TV's												
	000	12/18/06	4,572.35	P	SLMM	05 00	0.00	4,572.35	02/28/09	1,371.71	76.21	685.85	2,057.56	
000446		Sony 26IN LCD TV												
	000	12/18/06	9,389.69	P	SLMM	05 00	0.00	9,389.69	02/28/09	2,816.91	156.49	1,408.45	4,225.36	
000447		Bluetooth Office Headset												
	000	01/08/07	3,118.09	P	SLMM	05 00	0.00	3,118.09	02/28/09	935.43	51.97	467.71	1,403.14	
000448		Bluetooth Office Headset												
	000	12/20/06	3,841.42	P	SLMM	05 00	0.00	3,841.42	02/28/09	1,152.42	64.03	576.21	1,728.63	
000452		Analog fax hardware for fax & CC machines												
	000	12/18/06	1,568.84	P	SLMM	05 00	0.00	1,568.84	02/28/09	470.65	26.14	235.32	705.97	
000455		Headsets for Sales Dept.												
	000	12/19/06	2,285.36	P	SLMM	05 00	0.00	2,285.36	02/28/09	685.62	38.09	342.80	1,028.42	
000456		15IN LCD Screens - Qty 4												
	000	12/18/06	1,643.78	P	SLMM	05 00	0.00	1,643.78	02/28/09	493.14	27.40	246.57	739.71	
000459		32IN LCD TV - Qty 2												
	000	12/18/06	3,312.45	P	SLMM	05 00	0.00	3,312.45	02/28/09	993.74	55.20	496.86	1,490.60	
000460		40IN LCD TV - Qty 4												
	000	12/18/06	8,409.31	P	SLMM	05 00	0.00	8,409.31	02/28/09	2,522.79	140.15	1,261.39	3,784.18	
000461		Hardware to Install TV's												
	000	12/18/06	2,286.69	P	SLMM	05 00	0.00	2,286.69	02/28/09	686.01	38.11	343.00	1,029.01	
000470		TV-40IN LCD WXGA												
	000	02/20/07	3,330.81	P	SLMM	05 00	0.00	3,330.81	02/28/09	888.21	55.52	499.62	1,387.83	
000485		Projector - In Focus LP600												
	000	01/01/07	2,584.35	P	SLMM	05 00	0.00	2,584.35	02/28/09	775.31	43.07	387.65	1,162.96	
000486		Electronic White Board - Qty 4												
	000	01/01/07	6,546.16	P	SLMM	07 00	0.00	6,546.16	02/28/09	1,402.75	77.93	701.37	2,104.12	
000487		Headsets for Tkt Sales												
	000	01/08/07	2,009.87	P	SLMM	05 00	0.00	2,009.87	02/28/09	602.96	33.49	301.47	904.43	
000494		Labor to reconfigure workstations												
	000	07/17/07	1,200.00	P	SLMM	07 00	0.00	1,200.00	02/28/09	157.14	14.29	128.57	285.71	

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G/L Asset Acct No = 1700-000														
000495	Table & Bookcase Hutch													
	000	09/25/07	2,118.56	P	SLMM	07 00	0.00	2,118.56	02/28/09	226.99	25.22	226.98	453.97	
000496	4 - Nortel WLan Handsets													
	000	07/18/07	2,242.16	P	SLMM	07 00	0.00	2,242.16	02/28/09	293.62	26.69	240.23	533.85	
000508	Benson Security - CCTV Upgrade													
	000	10/24/07	153,931.06	P	SLMM	05 00	0.00	153,931.06	02/28/09	20,524.14	2,565.51	23,089.65	43,613.79	
000510	Office Cubicles Cables													
	000	04/18/08	2,355.32	P	SLMM	07 00	0.00	2,355.32	02/28/09	56.09	28.04	252.36	308.45	
000512	Reconfigure Cubicles													
	000	04/16/08	12,651.56	P	SLMM	07 00	0.00	12,651.56	02/28/09	301.23	150.61	1,355.52	1,656.75	
000514	Wall Murals													
	000	03/03/08	41,813.02	P	SLMM	07 00	0.00	41,813.02	02/28/09	1,991.10	497.77	4,479.96	6,471.06	
000539	Office Lobby Sign													
	000	10/29/08	4,084.81	P	SLMM	07 00	0.00	4,084.81	02/28/09	0.00	48.63	243.15	243.15	
000541	Interview Room Media Backdrop													
	000	11/17/08	1,371.08	P	SLMM	07 00	0.00	1,371.08	02/28/09	0.00	16.32	65.29	65.29	
	G/L Asset Acct No = 1700-000		1,410,410.93				0.00	1,410,410.93		290,402.71	18,317.38	164,577.37	454,980.08	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 216		1,410,410.93				0.00	1,410,410.93		290,402.71	18,317.38	164,577.37	454,980.08	
G/L Asset Acct No = 1710-000														
000069	Sony BVW75 Recorder													
	000	09/25/06	991.08	P	SLMM	03 00	0.00	991.08	02/28/09	578.13	27.53	247.77	825.90	
000070	Firewall													
	000	09/25/06	125.40	P	SLMM	03 00	0.00	125.40	02/28/09	73.15	3.49	31.35	104.50	
000071	Exchange Software													
	000	09/25/06	273.00	P	SLMM	03 00	0.00	273.00	02/28/09	159.25	7.59	68.25	227.50	
000072	Ticketmaster Server													
	000	09/25/06	1,291.26	P	SLMM	03 00	0.00	1,291.26	02/28/09	753.24	35.87	322.81	1,076.05	
000073	S Series 512 MB Computers - Qty 12													
	000	09/25/06	6,034.82	P	SLMM	03 00	0.00	6,034.82	02/28/09	3,520.32	167.63	1,508.70	5,029.02	
000074	CDRWDVD - Qty 3													
	000	09/25/06	2,654.52	P	SLMM	03 00	0.00	2,654.52	02/28/09	1,548.47	73.74	663.63	2,212.10	
000075	Thinkvision LCD - Qty 15													
	000	09/26/06	3,153.95	P	SLMM	03 00	0.00	3,153.95	02/28/09	1,839.82	87.61	788.49	2,628.31	
000076	S Series 512 MB Computers - Qty 3													
	000	09/25/06	1,508.70	P	SLMM	03 00	0.00	1,508.70	02/28/09	880.08	41.91	377.17	1,257.25	
000077	Cannon 510 Fax													
	000	09/25/06	1,108.87	P	SLMM	03 00	0.00	1,108.87	02/28/09	646.84	30.80	277.21	924.05	
000078	PC w/Pentium Processors - Qty 15													
	000	09/25/06	12,670.69	P	SLMM	03 00	0.00	12,670.69	02/28/09	7,391.23	351.97	3,167.67	10,558.90	
000079	KM Printer FS													
	000	09/25/06	5,220.06	P	SLMM	03 00	0.00	5,220.06	02/28/09	3,045.04	145.00	1,305.01	4,350.05	
000080	CDRWDVD - Qty 2													
	000	09/25/06	1,815.08	P	SLMM	03 00	0.00	1,815.08	02/28/09	1,058.80	50.42	453.77	1,512.57	
000081	LC2050P Fax													
	000	09/25/06	650.07	P	SLMM	03 00	0.00	650.07	02/28/09	379.21	18.05	162.51	541.72	
000082	OLB Win Svr & Exchange 2003 - Qty 50													

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G/L Asset Acct No = 1710-000														
	000	09/25/06	2,991.49	P	SLMM	03 00	0.00	2,991.49	02/28/09	1,745.03	83.10	747.87	2,492.90	
000083	PM G5/2300 DP 512 Computer													
	000	09/25/06	1,575.70	P	SLMM	03 00	0.00	1,575.70	02/28/09	919.17	43.77	393.92	1,313.09	
000084	P7010 PM753 CDRW/DVD Computer													
	000	09/25/06	1,237.25	P	SLMM	03 00	0.00	1,237.25	02/28/09	721.73	34.37	309.31	1,031.04	
000085	S Series 512 MB Computer + Monitor - qty 5													
	000	09/25/06	3,836.88	P	SLMM	03 00	0.00	3,836.88	02/28/09	2,238.18	106.58	959.22	3,197.40	
000086	EXP TP X32 1.8GB Computer													
	000	09/25/06	1,120.27	P	SLMM	03 00	0.00	1,120.27	02/28/09	653.49	31.12	280.06	933.55	
000087	512MB-60GB WLS Combo Computer													
	000	09/25/06	971.22	P	SLMM	03 00	0.00	971.22	02/28/09	566.55	26.98	242.80	809.35	
000088	BES 3.6 Exchange - Qty 2													
	000	09/25/06	1,687.49	P	SLMM	03 00	0.00	1,687.49	02/28/09	984.37	46.87	421.87	1,406.24	
000089	TP 512MB Laptop													
	000	09/25/06	1,072.27	P	SLMM	03 00	0.00	1,072.27	02/28/09	625.49	29.78	268.06	893.55	
000090	EXP TP X32 1.8GB Computer													
	000	09/25/06	1,154.63	P	SLMM	03 00	0.00	1,154.63	02/28/09	673.54	32.08	288.66	962.20	
000185	Apple Power Mac G4													
	000	09/25/06	1,575.71	P	SLMM	03 00	0.00	1,575.71	02/28/09	919.18	43.77	393.93	1,313.11	
000186	3-Laptops TP 512MB													
	000	09/25/06	3,756.69	P	SLMM	03 00	0.00	3,756.69	02/28/09	2,191.40	104.35	939.17	3,130.57	
000188	Dell D820 Laptop													
	000	09/25/06	1,563.95	P	SLMM	03 00	0.00	1,563.95	02/28/09	912.31	43.45	390.99	1,303.30	
000190	3 - Dell Latitude D620 Package													
	000	09/25/06	3,890.62	P	SLMM	03 00	0.00	3,890.62	02/28/09	2,269.53	108.07	972.65	3,242.18	
000191	3 - Opti Plex GX620 Desktop Package													
	000	09/25/06	3,148.17	P	SLMM	03 00	0.00	3,148.17	02/28/09	1,836.43	87.45	787.04	2,623.47	
000196	7 - Dell 19 Inch Flat Panels													
	000	09/25/06	1,584.41	P	SLMM	03 00	0.00	1,584.41	02/28/09	924.24	44.01	396.10	1,320.34	
000198	6 - Dell Latitude D620 Package													
	000	09/25/06	8,243.23	P	SLMM	03 00	0.00	8,243.23	02/28/09	4,808.55	228.98	2,060.80	6,869.35	
000199	Macbook Pro Laptop													
	000	09/25/06	2,609.67	P	SLMM	03 00	0.00	2,609.67	02/28/09	1,522.31	72.49	652.41	2,174.72	
000200	Opti Plex GX620 Desktop Package													
	000	09/25/06	1,094.53	P	SLMM	03 00	0.00	1,094.53	02/28/09	638.47	30.41	273.63	912.10	
000201	Opti Plex GX620 Desktop Package													
	000	09/25/06	1,094.53	P	SLMM	03 00	0.00	1,094.53	02/28/09	638.47	30.41	273.63	912.10	
000202	Opti Plex GX620 Desktop Package													
	000	09/25/06	1,094.53	P	SLMM	03 00	0.00	1,094.53	02/28/09	638.47	30.41	273.63	912.10	
000203	Dual Core Xeon Desktop PE 1950													
	000	09/25/06	3,396.67	P	SLMM	03 00	0.00	3,396.67	02/28/09	1,981.39	94.35	849.16	2,830.55	
000204	6 - Dell Latitude D620 Package													
	000	09/25/06	8,284.16	P	SLMM	03 00	0.00	8,284.16	02/28/09	4,832.43	230.12	2,071.04	6,903.47	
000206	6 - Dell 19 Inch Flat Panels													
	000	09/25/06	986.35	P	SLMM	03 00	0.00	986.35	02/28/09	575.37	27.40	246.58	821.95	
000209	Dual Core Xeon Desktop PE 2950													
	000	09/25/06	5,449.94	P	SLMM	03 00	0.00	5,449.94	02/28/09	3,179.14	151.38	1,362.48	4,541.62	
000210	Dual Core Xeon Desktop PE 2950													
	000	09/25/06	5,449.94	P	SLMM	03 00	0.00	5,449.94	02/28/09	3,179.14	151.38	1,362.48	4,541.62	
000211	Dual Core Xeon Desktop PE 1950													
	000	09/25/06	3,413.45	P	SLMM	03 00	0.00	3,413.45	02/28/09	1,991.18	94.82	853.36	2,844.54	
000212	Dual Core Xeon Desktop PE 1950													

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Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1710-000														
	000	09/25/06	3,762.56	P	SLMM	03 00	0.00	3,762.56	02/28/09	2,194.83	104.52	940.64	3,135.47	
000213	Dual Core Xeon Desktop PE 2950													
	000	09/25/06	6,153.52	P	SLMM	03 00	0.00	6,153.52	02/28/09	3,589.55	170.93	1,538.37	5,127.92	
000216	22 - 1GB Memory 333MHZ													
	000	09/25/06	2,386.38	P	SLMM	03 00	0.00	2,386.38	02/28/09	1,392.06	66.29	596.59	1,988.65	
000217	50 - Dell 19 Inch Flat Panels													
	000	09/25/06	9,221.61	P	SLMM	03 00	0.00	9,221.61	02/28/09	5,379.27	256.16	2,305.40	7,684.67	
000218	2 - Dual Core Xeon Desktop PE 2950													
	000	09/25/06	10,942.80	P	SLMM	03 00	0.00	10,942.80	02/28/09	6,383.30	303.97	2,735.70	9,119.00	
000219	114 - 1GB Memory 333MHZ													
	000	09/25/06	12,377.90	P	SLMM	03 00	0.00	12,377.90	02/28/09	7,220.45	343.83	3,094.47	10,314.92	
000220	10 - Opti Plex GX620 Desktop Package													
	000	09/25/06	10,955.54	P	SLMM	03 00	0.00	10,955.54	02/28/09	6,390.74	304.32	2,738.88	9,129.62	
000221	2 Infoblox-1050 DNSone													
	000	09/25/06	19,407.41	P	SLMM	03 00	0.00	19,407.41	02/28/09	11,320.99	539.09	4,851.85	16,172.84	
000222	6 - Dell Latitude D620 Package													
	000	09/25/06	8,382.39	P	SLMM	03 00	0.00	8,382.39	02/28/09	4,889.73	232.84	2,095.59	6,985.32	
000223	Poweredge 4210 Server													
	000	09/25/06	2,825.42	P	SLMM	03 00	0.00	2,825.42	02/28/09	1,648.17	78.48	706.35	2,354.52	
000224	16 Port Digital Switch Analog Lines													
	000	09/25/06	3,178.77	P	SLMM	03 00	0.00	3,178.77	02/28/09	1,854.28	88.30	794.69	2,648.97	
000227	12 - Dell 19 Inch Flat Panels													
	000	09/25/06	2,413.16	P	SLMM	03 00	0.00	2,413.16	02/28/09	1,407.68	67.03	603.29	2,010.97	
000229	8- Edge 1 GB Memory													
	000	09/25/06	1,148.02	P	SLMM	03 00	0.00	1,148.02	02/28/09	669.69	31.89	287.00	956.69	
000230	10 - Opti Plex GX620 Desktop Package													
	000	09/25/06	10,582.34	P	SLMM	03 00	0.00	10,582.34	02/28/09	6,173.04	293.95	2,645.58	8,818.62	
000232	ML6010 Control Module													
	000	09/25/06	23,068.09	P	SLMM	03 00	0.00	23,068.09	02/28/09	13,456.38	640.78	5,767.02	19,223.40	
000233	1- Cisco VPN Appliance													
	000	09/25/06	2,623.73	P	SLMM	03 00	0.00	2,623.73	02/28/09	1,530.51	72.88	655.93	2,186.44	
000234	3 - Opti Plex GX620 Desktop Package													
	000	09/25/06	2,950.99	P	SLMM	03 00	0.00	2,950.99	02/28/09	1,721.41	81.97	737.74	2,459.15	
000236	2 - Dual Core Xeon Desktop PE 1950													
	000	09/25/06	7,282.52	P	SLMM	03 00	0.00	7,282.52	02/28/09	4,248.14	202.29	1,820.63	6,068.77	
000237	Macbook Pro Laptop													
	000	09/25/06	2,666.57	P	SLMM	03 00	0.00	2,666.57	02/28/09	1,555.50	74.07	666.64	2,222.14	
000238	4 - 300/143 GB Hard Drives													
	000	09/25/06	1,590.26	P	SLMM	03 00	0.00	1,590.26	02/28/09	927.66	44.17	397.56	1,325.22	
000241	Dual Core Xeon Desktop PE 1950													
	000	09/25/06	3,665.82	P	SLMM	03 00	0.00	3,665.82	02/28/09	2,138.40	101.83	916.45	3,054.85	
000242	2 - Dual Core Xeon Desktop PE 2950													
	000	09/25/06	10,210.61	P	SLMM	03 00	0.00	10,210.61	02/28/09	5,956.19	283.63	2,552.65	8,508.84	
000243	12 - Dell 19 Inch Flat Panels													
	000	09/25/06	2,358.20	P	SLMM	03 00	0.00	2,358.20	02/28/09	1,375.62	65.51	589.55	1,965.17	
000244	2 - Nortel Ethernet Routing Switch													
	000	09/25/06	10,309.48	P	SLMM	03 00	0.00	10,309.48	02/28/09	6,013.86	286.37	2,577.36	8,591.22	
000247	10 - Opti Plex GX620 Desktop Package													
	000	09/25/06	11,288.17	P	SLMM	03 00	0.00	11,288.17	02/28/09	6,584.76	313.56	2,822.04	9,406.80	
000431	Laptop for Video Cord.													
	000	11/12/06	3,783.67	P	SLMM	03 00	0.00	3,783.67	02/28/09	2,102.04	105.10	945.91	3,047.95	
000432	Dell 19inch Flat Panel Monitors													

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G/L Asset Acct No = 1710-000														
	000	10/29/06	2,053.49	P	SLMM	03 00	0.00	2,053.49	02/28/09	1,140.83	57.04	513.37	1,654.20	
000434	Color Printer - Hky Ops													
	000	10/02/06	2,590.00	P	SLMM	03 00	0.00	2,590.00	02/28/09	1,510.83	71.94	647.49	2,158.32	
000450	Projector Screens - Qty 3													
	000	12/22/06	12,048.14	P	SLMM	03 00	0.00	12,048.14	02/28/09	6,024.07	334.67	3,012.03	9,036.10	
000451	Elec. Projector Screens-Qty 3													
	000	12/18/06	16,929.32	P	SLMM	03 00	0.00	16,929.32	02/28/09	8,464.66	470.26	4,232.33	12,696.99	
000462	Projector Screens - Qty 5													
	000	12/18/06	15,445.43	P	SLMM	03 00	0.00	15,445.43	02/28/09	7,722.73	429.04	3,861.36	11,584.09	
000464	Dell Latitude D620 - Qty 5													
	000	01/01/07	7,201.19	P	SLMM	03 00	0.00	7,201.19	02/28/09	3,600.60	200.04	1,800.30	5,400.90	
000465	Dell OptiPlex GX620-Qty 20													
	000	01/01/07	23,499.10	P	SLMM	03 00	0.00	23,499.10	02/28/09	11,749.55	652.75	5,874.77	17,624.32	
000466	Dell Latitude D820- Qty 1													
	000	01/01/07	3,626.87	P	SLMM	03 00	0.00	3,626.87	02/28/09	1,813.44	100.75	906.72	2,720.16	
000471	Dell Latitude D620- Qty 3													
	000	03/01/07	4,439.89	P	SLMM	03 00	0.00	4,439.89	02/28/09	1,973.28	123.33	1,109.97	3,083.25	
000472	Laptop Desk Port Replicator - Qty 10													
	000	01/23/07	1,624.96	P	SLMM	03 00	0.00	1,624.96	02/28/09	767.34	45.13	406.23	1,173.57	
000475	Dell OptiPlex 745 Desktop - Qty 10													
	000	01/25/07	10,630.42	P	SLMM	03 00	0.00	10,630.42	02/28/09	5,019.93	295.29	2,657.60	7,677.53	
000476	Dell Core Xeon Processor													
	000	01/07/07	5,390.39	P	SLMM	03 00	0.00	5,390.39	02/28/09	2,695.20	149.74	1,347.60	4,042.80	
000477	Dell Latitude D620-Qty 3													
	000	01/26/07	4,320.72	P	SLMM	03 00	0.00	4,320.72	02/28/09	2,040.34	120.02	1,080.18	3,120.52	
000478	Passport Switches - Qty 2													
	000	04/30/07	27,751.41	P	SLMM	07 00	0.00	27,751.41	02/28/09	4,625.24	330.37	2,973.36	7,598.60	
000479	Dell 19IN Flat Panel Monitors - Qty 10													
	000	01/01/07	2,265.60	P	SLMM	03 00	0.00	2,265.60	02/28/09	1,132.80	62.94	566.40	1,699.20	
000480	Dell Wireless Laptop Cards - Qty 10													
	000	01/23/07	1,593.82	P	SLMM	03 00	0.00	1,593.82	02/28/09	752.63	44.27	398.45	1,151.08	
000481	Dell OptiPlex 745 - Qty 3													
	000	01/24/07	3,260.63	P	SLMM	03 00	0.00	3,260.63	02/28/09	1,539.75	90.58	815.16	2,354.91	
000482	Xeon Processor Server for Ticketmaster & Archtics - Qty 3													
	000	01/22/07	17,626.48	P	SLMM	03 00	0.00	17,626.48	02/28/09	8,323.61	489.62	4,406.61	12,730.22	
000483	Dell OptiPlex GX620-Qty 10													
	000	01/01/07	11,878.43	P	SLMM	03 00	0.00	11,878.43	02/28/09	5,939.22	329.96	2,969.61	8,908.83	
000484	PowerEdge 4210 (Corporate Controller Server)													
	000	01/01/07	6,046.63	P	SLMM	03 00	0.00	6,046.63	02/28/09	3,023.31	167.96	1,511.65	4,534.96	
000488	Dell Latitude D620 - Qty 3													
	000	01/12/07	6,544.64	P	SLMM	03 00	0.00	6,544.64	02/28/09	3,272.32	181.80	1,636.16	4,908.48	
000489	APC Smart Power for Computers - Qty 4													
	000	01/01/07	1,952.46	P	SLMM	03 00	0.00	1,952.46	02/28/09	976.23	54.23	488.11	1,464.34	
000499	1 - MacBook Pro Laptop													
	000	07/16/07	3,264.79	P	SLMM	03 00	0.00	3,264.79	02/28/09	997.58	90.69	816.19	1,813.77	
000500	5 - Dell UltraSharp 1907 Flat Panel 19in.													
	000	10/23/07	1,503.34	P	SLMM	03 00	0.00	1,503.34	02/28/09	334.09	41.76	375.83	709.92	
000501	3 - Dell Latitude D630 2GHZ, 800MHZ													
	000	09/30/07	5,293.73	P	SLMM	03 00	0.00	5,293.73	02/28/09	1,323.43	147.05	1,323.43	2,646.86	
000503	5 - OptiPlex 745 Desktops System													
	000	08/10/07	5,026.32	P	SLMM	03 00	0.00	5,026.32	02/28/09	1,535.82	139.62	1,256.58	2,792.40	
000504	3 - Dell Latitude D830 2.40GHZ, 800MHZ Computers													

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G/L Asset Acct No = 1710-000														
	000	08/19/07	9,456.57	P	SLMM	03 00	0.00	9,456.57	02/28/09	2,626.83	262.68	2,364.14	4,990.97	
000506	1 - Dell Latitude D630 2.40GHZ, 800MHZ Computer													
	000	11/23/07	2,832.98	P	SLMM	03 00	0.00	2,832.98	02/28/09	550.86	78.69	708.24	1,259.10	
000507	2 - Dell OptiPlex 755 Minitower 3.0GHZ Computers													
	000	11/21/07	2,923.60	P	SLMM	03 00	0.00	2,923.60	02/28/09	568.48	81.21	730.89	1,299.37	
000515	2 - Xeon 3040 Dell Servers													
	000	02/07/08	4,268.90	P	SLMM	03 00	0.00	4,268.90	02/28/09	592.90	118.58	1,067.22	1,660.12	
000516	1 Dell Latitude Laptop													
	000	02/29/08	2,260.02	P	SLMM	03 00	0.00	2,260.02	02/28/09	251.11	62.78	565.00	816.11	
000517	Dell Rack Unit													
	000	02/01/08	5,943.46	P	SLMM	03 00	0.00	5,943.46	02/28/09	825.48	165.10	1,485.86	2,311.34	
000518	2 Dell Laptops													
	000	02/01/08	4,543.34	P	SLMM	03 00	0.00	4,543.34	02/28/09	631.02	126.20	1,135.83	1,766.85	
000519	10 - OptiPlex 755 Desktop Computers													
	000	05/19/08	14,941.11	P	SLMM	03 00	0.00	14,941.11	02/28/09	415.03	415.03	3,735.27	4,150.30	
000520	2 - DataCenter Servers													
	000	04/23/08	5,715.83	P	SLMM	03 00	0.00	5,715.83	02/28/09	317.55	158.78	1,428.96	1,746.51	
000523	Dell Lat. D630 Computers - Qty 4													
	000	07/11/08	8,313.49	P	SLMM	03 00	0.00	8,313.49	02/28/09	0.00	230.93	2,078.37	2,078.37	
000527	Dell Latitude													
	000	08/27/08	1,200.00	P	SLMM	03 00	0.00	1,200.00	02/28/09	0.00	33.33	233.33	233.33	
000528	Dell Latitude													
	000	08/27/08	1,200.00	P	SLMM	03 00	0.00	1,200.00	02/28/09	0.00	33.33	233.33	233.33	
000529	Dell R300 PwerEdge Processor													
	000	08/20/08	6,284.77	P	SLMM	03 00	0.00	6,284.77	02/28/09	0.00	174.58	1,222.04	1,222.04	
000532	Apple Laptop													
	000	09/11/08	3,015.94	P	SLMM	03 00	0.00	3,015.94	02/28/09	0.00	83.78	586.43	586.43	
000536	Apple Computer													
	000	09/26/08	5,398.50	P	SLMM	03 00	0.00	5,398.50	02/28/09	0.00	149.96	899.76	899.76	
000538	Dell Latitude E6400													
	000	10/24/08	2,595.61	P	SLMM	03 00	0.00	2,595.61	02/28/09	0.00	72.10	360.50	360.50	
	G/L Asset Acct No = 1710-000		580,019.50				0.00	580,019.50		267,241.48	15,671.18	139,651.73	406,893.21	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 107		580,019.50				0.00	580,019.50		267,241.48	15,671.18	139,651.73	406,893.21	
G/L Asset Acct No = 1780-000														
000117	Fun n. Fit													
	000	09/25/06	182.73	P	SLMM	05 00	0.00	182.73	02/28/09	63.96	3.05	27.41	91.37	
000118	Tiger Barbell													
	000	09/25/06	295.00	P	SLMM	05 00	0.00	295.00	02/28/09	103.25	4.92	44.25	147.50	
000119	York Barbell													
	000	09/25/06	2,762.11	P	SLMM	05 00	0.00	2,762.11	02/28/09	966.74	46.03	414.31	1,381.05	
000120	Jump Stretch													
	000	09/25/06	84.67	P	SLMM	05 00	0.00	84.67	02/28/09	29.63	1.41	12.69	42.32	
000121	Technogym													
	000	09/25/06	112.16	P	SLMM	05 00	0.00	112.16	02/28/09	39.25	1.87	16.82	56.07	
000122	Torch Enterprises													
	000	09/25/06	108.15	P	SLMM	05 00	0.00	108.15	02/28/09	37.85	1.80	16.22	54.07	

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G/L Asset Acct No = 1780-000														
000123	Technogym													
	000	09/25/06	330.25	P	SLMM	05 00	0.00	330.25	02/28/09	115.59	5.50	49.53	165.12	
000124	Runrace 1200 HC													
	000	09/25/06	651.50	P	SLMM	05 00	0.00	651.50	02/28/09	228.03	10.86	97.72	325.75	
000125	Bikerace													
	000	09/25/06	2,976.50	P	SLMM	05 00	0.00	2,976.50	02/28/09	1,041.78	49.61	446.47	1,488.25	
000126	Bikerace HC600													
	000	09/25/06	1,011.80	P	SLMM	05 00	0.00	1,011.80	02/28/09	354.13	16.87	151.77	505.90	
000127	Fitness & Sharpening Equipment													
	000	09/25/06	23,500.00	P	SLMM	05 00	0.00	23,500.00	02/28/09	8,225.00	391.67	3,525.00	11,750.00	
000245	1 Cybex Upper/Lower Body ARC													
	000	09/25/06	4,310.41	P	SLMM	05 00	0.00	4,310.41	02/28/09	1,508.64	71.84	646.56	2,155.20	
000246	1 Treadmill- TRU-Z-9T													
	000	09/25/06	5,106.01	P	SLMM	05 00	0.00	5,106.01	02/28/09	1,787.10	85.10	765.90	2,553.00	
000491	12-LifeFitness Cycling Bikes													
	000	09/19/07	10,077.04	P	SLMM	05 00	0.00	10,077.04	02/28/09	1,511.56	167.95	1,511.55	3,023.11	
000497	Sanitizing Machine													
	000	08/01/07	8,295.00	P	SLMM	05 00	0.00	8,295.00	02/28/09	1,520.75	138.25	1,244.25	2,765.00	
	G/L Asset Acct No = 1780-000		59,803.33				0.00	59,803.33		17,533.26	996.73	8,970.45	26,503.71	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 15		59,803.33				0.00	59,803.33		17,533.26	996.73	8,970.45	26,503.71	
G/L Asset Acct No = 1800-000														
000162	Office Pro 2003 Windows Software - Qty 3													
	000	09/25/06	1,736.66	P	SLMM	03 00	0.00	1,736.66	02/28/09	1,013.06	48.24	434.16	1,447.22	
000163	Office Pro 2003 Windows Software - Qty 3													
	000	09/25/06	1,736.75	P	SLMM	03 00	0.00	1,736.75	02/28/09	1,013.11	48.25	434.19	1,447.30	
000164	Office Pro 2003 Windows Software w/BCM- Qty 2													
	000	09/25/06	406.86	P	SLMM	03 00	0.00	406.86	02/28/09	237.34	11.30	101.71	339.05	
000187	10 Act 2006/Migrate Software													
	000	09/25/06	3,871.47	P	SLMM	03 00	0.00	3,871.47	02/28/09	2,258.36	107.54	967.86	3,226.22	
000193	2 Studio W/Flash Software													
	000	09/25/06	1,809.75	P	SLMM	03 00	0.00	1,809.75	02/28/09	1,055.69	50.27	452.43	1,508.12	
000194	1 Creavtive Suites Software													
	000	09/25/06	1,222.92	P	SLMM	03 00	0.00	1,222.92	02/28/09	713.37	33.97	305.73	1,019.10	
000197	250-Livestate Recovery Desktop Software													
	000	09/25/06	1,761.99	P	SLMM	03 00	0.00	1,761.99	02/28/09	1,027.83	48.94	440.49	1,468.32	
000205	Windows Server Software													
	000	09/25/06	942.92	P	SLMM	03 00	0.00	942.92	02/28/09	550.04	26.19	235.73	785.77	
000207	2 - Windows Server Software													
	000	09/25/06	1,891.42	P	SLMM	03 00	0.00	1,891.42	02/28/09	1,103.34	52.54	472.85	1,576.19	
000208	Windows Server Software													
	000	09/25/06	3,066.24	P	SLMM	03 00	0.00	3,066.24	02/28/09	1,788.64	85.18	766.56	2,555.20	
000214	2 Creative Suites Software													
	000	09/25/06	2,339.60	P	SLMM	03 00	0.00	2,339.60	02/28/09	1,364.77	64.99	584.90	1,949.67	
000215	12- Symantec Livestate Rec. Software													
	000	09/25/06	2,244.67	P	SLMM	03 00	0.00	2,244.67	02/28/09	1,309.39	62.35	561.16	1,870.55	
000225	100 - Office LCS CAL Software													

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Coyotes Hockey, LLC

Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1800-000														
	000	09/25/06	5,000.54	P	SLMM	03 00	0.00	5,000.54	02/28/09	2,916.99	138.90	1,250.13	4,167.12	
000226	251 - McAfee Virus Scan													
	000	09/25/06	8,805.99	P	SLMM	03 00	0.00	8,805.99	02/28/09	5,136.83	244.61	2,201.49	7,338.32	
000228	Macromedia Studio W/Flash Software													
	000	09/25/06	968.44	P	SLMM	03 00	0.00	968.44	02/28/09	564.92	26.90	242.10	807.02	
000231	5 - Adobe Acrobat Pro V7													
	000	09/25/06	1,816.70	P	SLMM	03 00	0.00	1,816.70	02/28/09	1,059.75	50.46	454.17	1,513.92	
000235	1 Adobe Creative Stes Software													
	000	09/25/06	1,194.61	P	SLMM	03 00	0.00	1,194.61	02/28/09	696.85	33.19	298.65	995.50	
000239	Act Software													
	000	09/25/06	1,001.16	P	SLMM	03 00	0.00	1,001.16	02/28/09	584.01	27.81	250.29	834.30	
000240	20- Metaframe Citrix Software													
	000	09/25/06	1,647.46	P	SLMM	03 00	0.00	1,647.46	02/28/09	961.02	45.76	411.86	1,372.88	
000433	Creative Ste. Software													
	000	10/09/06	1,268.46	P	SLMM	03 00	0.00	1,268.46	02/28/09	739.94	35.23	317.11	1,057.05	
000436	Track It Software													
	000	10/31/06	7,353.33	P	SLMM	03 00	0.00	7,353.33	02/28/09	4,085.18	204.26	1,838.33	5,923.51	
000440	Sales Call Center Software													
	000	02/06/07	165,628.70	P	SLMM	03 00	0.00	165,628.70	02/28/09	78,213.56	4,600.79	41,407.17	119,620.73	
000467	ABI Software													
	000	01/01/07	5,350.00	P	SLMM	03 00	0.00	5,350.00	02/28/09	2,675.00	148.61	1,337.49	4,012.49	
000473	Solomon Business Ready 2007 Software													
	000	04/10/07	7,942.00	P	SLMM	03 00	0.00	7,942.00	02/28/09	3,309.16	220.61	1,985.49	5,294.65	
000474	Track-It! Enterprise Software													
	000	01/23/07	4,801.36	P	SLMM	03 00	0.00	4,801.36	02/28/09	2,267.31	133.37	1,200.33	3,467.64	
000490	VPN Solution Software													
	000	01/01/07	2,800.00	P	SLMM	03 00	0.00	2,800.00	02/28/09	1,400.00	77.77	699.99	2,099.99	
000492	Coupa Software													
	000	11/02/07	6,240.00	P	SLMM	03 00	0.00	6,240.00	02/28/09	1,386.67	173.34	1,560.00	2,946.67	
000493	6 - Mesh Back Chairs													
	000	10/05/07	2,716.40	P	SLMM	07 00	0.00	2,716.40	02/28/09	291.04	32.34	291.04	582.08	
000505	Microsoft Enterprise Servers Software													
	000	12/01/07	1,976.26	P	SLMM	03 00	0.00	1,976.26	02/28/09	384.27	54.90	494.06	878.33	
000513	CRM Software													
	000	06/01/08	150,830.00	P	SLMM	03 00	0.00	150,830.00	02/28/09	4,352.78	4,189.73	38,685.83	43,038.61	
000521	FRX Upgrade/Implementation													
	000	07/14/08	1,237.50	P	SLMM	03 00	0.00	1,237.50	02/28/09	0.00	34.37	309.37	309.37	
000531	Cisco VPN License - 25 users													
	000	09/10/08	2,064.36	P	SLMM	03 00	0.00	2,064.36	02/28/09	0.00	57.35	401.40	401.40	
	G/L Asset Acct No = 1800-000		403,674.52				0.00	403,674.52		124,460.22	11,170.06	101,394.07	225,854.29	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 32		403,674.52				0.00	403,674.52		124,460.22	11,170.06	101,394.07	225,854.29	
G/L Asset Acct No = 1810-000														
000435	Analog to digital hardware converter													
	000	11/10/06	1,954.84	P	SLMM	07 00	0.00	1,954.84	02/28/09	465.44	23.27	209.44	674.88	
000449	ERS 5520-48T Network Switch													
	000	12/18/06	59,838.03	P	SLMM	07 00	0.00	59,838.03	02/28/09	12,822.44	712.35	6,411.21	19,233.65	

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Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1810-000														
000453	Core Network Switches													
	000	12/22/06	8,503.02	P	SLMM	07 00	0.00	8,503.02	02/28/09	1,822.08	101.23	911.04	2,733.12	
000454	Battery Backup Protection Hardware													
	000	12/21/06	5,727.39	P	SLMM	03 00	0.00	5,727.39	02/28/09	2,863.70	159.09	1,431.84	4,295.54	
000457	Nortel Switch Hardware													
	000	12/18/06	27,869.51	P	SLMM	07 00	0.00	27,869.51	02/28/09	5,972.05	331.78	2,986.02	8,958.07	
000458	Network Hardware													
	000	12/18/06	26,580.99	P	SLMM	07 00	0.00	26,580.99	02/28/09	5,695.93	316.44	2,847.96	8,543.89	
000468	Nortel Core Switches - Qty 2													
	000	02/20/07	10,852.80	P	SLMM	07 00	0.00	10,852.80	02/28/09	2,067.21	129.20	1,162.80	3,230.01	
000469	Nortel Core Network Switches - Qty 11													
	000	01/01/07	60,901.42	P	SLMM	07 00	0.00	60,901.42	02/28/09	13,050.30	725.02	6,525.15	19,575.45	
000498	EMC - Data Storage System													
	000	09/20/07	29,353.91	P	SLMM	05 00	0.00	29,353.91	02/28/09	4,403.09	489.23	4,403.08	8,806.17	
000502	8 - 2GB Memory Module for Dell PowerEdge 2950 Server													
	000	08/09/07	1,709.81	P	SLMM	03 00	0.00	1,709.81	02/28/09	522.44	47.49	427.45	949.89	
000530	Cisco Firewall Equip.													
	000	09/10/08	5,399.57	P	SLMM	07 00	0.00	5,399.57	02/28/09	0.00	64.26	449.96	449.96	
000537	Geth Switches - Qty 10													
	000	09/28/08	45,534.72	P	SLMM	07 00	0.00	45,534.72	02/28/09	0.00	542.08	3,252.48	3,252.48	
	G/L Asset Acct No = 1810-000		284,226.01				0.00	284,226.01		49,684.68	3,641.46	31,018.43	80,703.11	
	Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
	Count = 0													
	Net Subtotal		284,226.01				0.00	284,226.01		49,684.68	3,641.46	31,018.43	80,703.11	
	Count = 12													
G/L Asset Acct No = 1820-000														
000172	Arena Bann													
	000	09/25/06	579.88	P	SLMM	03 00	0.00	579.88	02/28/09	338.26	16.10	144.96	483.22	
000173	DVD Camcorder, Monitor, Analog CODEC													
	000	09/25/06	2,099.58	P	SLMM	03 00	0.00	2,099.58	02/28/09	1,224.76	58.32	524.89	1,749.65	
000174	Baldwin Organ - Studio II													
	000	09/25/06	1,666.51	P	SLMM	03 00	0.00	1,666.51	02/28/09	972.13	46.29	416.62	1,388.75	
000525	Sony Monitor													
	000	08/20/08	1,717.00	P	SLMM	03 00	0.00	1,717.00	02/28/09	0.00	47.70	333.87	333.87	
000540	Riedel Intercom System Upgrade													
	000	11/01/08	74,446.44	P	SLMM	03 00	0.00	74,446.44	02/28/09	0.00	2,067.96	10,339.78	10,339.78	
	G/L Asset Acct No = 1820-000		80,509.41				0.00	80,509.41		2,535.15	2,236.37	11,760.12	14,295.27	
	Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
	Count = 0													
	Net Subtotal		80,509.41				0.00	80,509.41		2,535.15	2,236.37	11,760.12	14,295.27	
	Count = 5													
G/L Asset Acct No = 1830-000														
000179	Hockey Vid													
	000	09/25/06	1,749.08	P	SLMM	03 00	0.00	1,749.08	02/28/09	1,020.30	48.59	437.27	1,457.57	
000511	Video Scouting Equipment													

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Depreciation Expense Report

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FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1830-000														
	000	01/01/08	79,019.73	P	SLMM	03 00	0.00	79,019.73	02/28/09	13,169.96	2,194.99	19,754.93	32,924.89	
000524	Tricaster Broadcast													
	000	08/25/08	12,397.00	P	SLMM	03 00	0.00	12,397.00	02/28/09	0.00	344.36	2,410.52	2,410.52	
000534	Sony Video Tape Recorder - Qty 5													
	000	09/01/08	8,953.40	P	SLMM	03 00	0.00	8,953.40	02/28/09	0.00	248.71	1,740.94	1,740.94	
000535	Cables for Sony VTR's													
	000	09/01/08	7,082.61	P	SLMM	03 00	0.00	7,082.61	02/28/09	0.00	196.74	1,377.17	1,377.17	
	G/L Asset Acct No = 1830-000		109,201.82				0.00	109,201.82		14,190.26	3,033.39	25,720.83	39,911.09	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 5		109,201.82				0.00	109,201.82		14,190.26	3,033.39	25,720.83	39,911.09	
G/L Asset Acct No = 1840-000														
000509	2006 Ford E350 Truck													
	000	10/09/07	27,680.92	P	SLMM	05 00	0.00	27,680.92	02/28/09	4,152.14	461.35	4,152.13	8,304.27	
000542	2008 Ford E-350													
	000	10/09/08	42,081.55	P	SLMM	05 00	0.00	42,081.55	02/28/09	0.00	701.36	4,208.15	4,208.15	
000543	2008 Polaris Trail Boss 330 Quad													
	000	10/11/08	5,475.00	P	SLMM	05 00	0.00	5,475.00	02/28/09	0.00	91.25	547.50	547.50	
	G/L Asset Acct No = 1840-000		75,237.47				0.00	75,237.47		4,152.14	1,253.96	8,907.78	13,059.92	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 3		75,237.47				0.00	75,237.47		4,152.14	1,253.96	8,907.78	13,059.92	
G/L Asset Acct No = 1850-000														
000182	NHL Safety Netting													
	000	09/25/06	1,591.43	P	SLMM	05 00	0.00	1,591.43	02/28/09	557.01	26.52	238.71	795.72	
000183	NHL Safe Net													
	000	09/25/06	17,406.49	P	SLMM	05 00	0.00	17,406.49	02/28/09	6,092.27	290.11	2,610.97	8,703.24	
	G/L Asset Acct No = 1850-000		18,997.92				0.00	18,997.92		6,649.28	316.63	2,849.68	9,498.96	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 2		18,997.92				0.00	18,997.92		6,649.28	316.63	2,849.68	9,498.96	
G/L Asset Acct No = 1860-000														
000184	X-Ray Machine													
	000	09/25/06	1,154.79	P	SLMM	03 00	0.00	1,154.79	02/28/09	673.63	32.07	288.69	962.32	
000522	Travel Trunk (Trainers Supplies)													
	000	07/16/08	2,178.81	P	SLMM	05 00	0.00	2,178.81	02/28/09	0.00	36.32	290.51	290.51	
000526	Glove Dryer													
	000	08/25/08	4,992.73	P	SLMM	07 00	0.00	4,992.73	02/28/09	0.00	59.44	416.06	416.06	

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Depreciation Expense Report

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Book = Book 6

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Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1860-000														
000533		Physical Therapy Rehab Machine												
	000	09/17/08	3,467.60	P	SLMM	05 00	0.00	3,467.60	02/28/09	0.00	57.79	346.76	346.76	
	G/L Asset Acct No = 1860-000		11,793.93				0.00	11,793.93		673.63	185.62	1,342.02	2,015.65	
	Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
	Count = 0													
	Net Subtotal		11,793.93				0.00	11,793.93		673.63	185.62	1,342.02	2,015.65	
	Count = 4													
G/L Asset Acct No = 1870-000														
000189		2- Infocus LP600 Digital Projector												
	000	09/25/06	2,951.75	P	SLMM	05 00	0.00	2,951.75	02/28/09	1,033.11	49.20	442.76	1,475.87	
000192		6 - Infocus Lamps												
	000	09/25/06	2,655.42	P	SLMM	03 00	0.00	2,655.42	02/28/09	1,549.00	73.76	663.85	2,212.85	
000195		1 Infocus LP600 Digital Projector												
	000	09/25/06	1,509.43	P	SLMM	05 00	0.00	1,509.43	02/28/09	528.31	25.15	226.41	754.72	
000248		Production Equip. Purchase												
	000	09/25/06	193,782.57	P	SLMM	03 00	0.00	193,782.57	02/28/09	113,039.83	5,382.85	48,445.64	161,485.47	
	G/L Asset Acct No = 1870-000		200,899.17				0.00	200,899.17		116,150.25	5,530.96	49,778.66	165,928.91	
	Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
	Count = 0													
	Net Subtotal		200,899.17				0.00	200,899.17		116,150.25	5,530.96	49,778.66	165,928.91	
	Count = 4													
	Grand Total		3,234,774.01				0.00	3,234,774.01		893,673.06	62,353.74	545,971.14	1,439,644.20	
	Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
	Count = 0													
	Net Grand Total		3,234,774.01				0.00	3,234,774.01		893,673.06	62,353.74	545,971.14	1,439,644.20	
	Count = 405													

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Schedule 5.17(b)

Real Property

1. Arena Management, Use and Lease Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyote Center Development, LLC.

2. Amended and Restated Agreement in Respect of Parking and Mixed-Use Development Agreement, dated as of July 1, 2008, by and among Coyote Center Development, LLC, Glendale-101 Development, LLC, Arena Development, LLC, Westgate Investments, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

3. Agreement for the Replacement of Temporary Parking, dated as of July 1, 2008, by and among City of Glendale, Coyote Center Development, LLC, Glendale Garage LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

4. Parking Replacement Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Development Group, LLC.

5. Revised and Restated Parking Use License and Easement Agreement, dated as of July 1, 2008, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC and Coyote Center Development, LLC.

6. AMULA Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyotes Hockey, LLC and Coyotes Holdings, LLC for the benefit of Coyote Center Development, LLC and Glendale-101 Development, LLC.

7. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

8. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

9. Declaration of Easements, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

10. Master Declaration of Easements, Covenants, Conditions and Restrictions for Westgate, dated as of January 30, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

11. Common Operation and Reciprocal Easement Agreement for the Entertainment District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

12. Common Operation and Reciprocal Easement Agreement for the Village Retail District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC, to the extent a Seller is a beneficiary thereof.

13. Common Operation and Reciprocal Easement Agreement for the Destination Retail District, dated as of February 15, 2006, by Coyote Center Development, to the extent a Seller is a beneficiary thereof.

Exhibit A-1

BILL OF SALE

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

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

NOW, **THEREFORE**, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.1 of the Asset Purchase Agreement:

1. This Bill of Sale is provided pursuant to and is governed by the terms of the Asset Purchase Agreement. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. The Seller hereby sells, transfers, assigns, conveys and delivers to the Buyer, and the Buyer hereby purchases, acquires and accepts, all of the Seller's right, title and interest in and to all of the Purchased Team Assets.

3. The Seller further expressly agrees to obtain, execute, acknowledge and deliver such other documents and other instruments, and take such other actions, as may be required to evidence or effectuate the sale, transfer, assignment, conveyance and delivery to the Buyer of the Seller's individual and collective right, title and interest in and to the Purchased Team Assets.

4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the principles of conflicts of laws thereunder.

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

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

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

[Signature page follows.]

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

SELLER:

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

BUYER:

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Bill of Sale]

Exhibit A-2

BILL OF SALE

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

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

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

1. This Bill of Sale is provided pursuant to and is governed by the terms of the Asset Purchase Agreement. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. The Seller hereby sells, transfers, assigns, conveys and delivers to the Buyer, and the Buyer hereby purchases, acquires and accepts, all of the Seller's right, title and interest in and to all of the Purchased Arena Assets.

3. The Seller further expressly agrees to obtain, execute, acknowledge and deliver such other documents and other instruments, and take such other actions, as may be required to evidence or effectuate the sale, transfer, assignment, conveyance and delivery to the Buyer of the Seller's individual and collective right, title and interest in and to the Purchased Arena Assets.

4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the principles of conflicts of laws thereunder.

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

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

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

[Signature page follows.]

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

SELLER:

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

BUYER:

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Bill of Sale]

Exhibit B-1

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

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

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

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

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

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

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

[Signature page follows.]

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

SELLER:

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

BUYER:

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Assignment and Assumption Agreement]

Exhibit B-2

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

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

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

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

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

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

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

[Signature page follows.]

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

SELLER:

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

BUYER:

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Assignment and Assumption Agreement]

Exhibit C-1

ASSIGNMENT OF INTELLECTUAL PROPERTY

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

RECITALS

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

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

AGREEMENT

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

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

2. Further Assurances.

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

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

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

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

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

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

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

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

[Signature page follows.]

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

ASSIGNOR:

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

Exhibit C-2

ASSIGNMENT OF INTELLECTUAL PROPERTY

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

RECITALS

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

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

AGREEMENT

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

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

2. Further Assurances.

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

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

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

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

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

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

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

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

[Signature page follows.]

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

ASSIGNOR:

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

In re DEWEY RANCH HOCKEY, LLC, COYOTES HOLDINGS, LLC, COYOTES HOCKEY, LLC, and ARENA MANAGEMENT GROUP, LLC, Debtors. This filing applies to: ▪ All Debtors □ Specified Debtors	Case No. 2:09-bk-09488-RTBP (Jointly Administered) Chapter 11 **Stipulated Order Approving Amended and Clarified Bid**

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

(A) Authorizing Conduct of an Auction of Coyotes Hockey, LLC's Assets; (B) Establishing Procedures to be Employed in Connection with Sale Including Approval of Termination Fee; and (C) Approving Form and Manner of Notice of Conditional Cure Notice and Solicitation Notice (Docket No. 19) (the "Bid Procedures Motion"). The Bid Procedures Motion and matters related thereto came before this Court at hearings held on May 7, May 19, May 27, June 9, June 22, August 3, and August 11, 2009. On August 13, 2009, this Court entered an AMENDED Order Approving Bid Procedures for Auction/Sale of Phoenix Coyotes Hockey League Team and Related Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (Docket No. 638) (the "Bid Procedures Order").

In accordance with the Bid Procedures Order, the NHL, on behalf of Coyotes Newco, LLC and Arena Newco, LLC (collectively, the "Buyers") submitted a Qualified Bid (as defined in the Bid Procedures Order) on the terms set forth in a form of Asset Purchase Agreement attached to the Bid Letter (the "Bid Letter") with respect to the Acquisition of the Phoenix Coyotes National Hockey League Team and Related Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, dated as of August 25, 2009.[1] On September 3, 2009, the Buyers submitted a revised bid to the Sellers.

The Court held an auction and sale hearing on September 10 and 11, 2009 (the "Sale Hearing"), at which the Buyers amended their bid again, which was filed in definitive form with the Court on September 15, 2009. On September 30, 2009, the Court entered a minute entry/order denying, inter alia, the sale of the Debtors' assets to the NHL or the Buyers without prejudice. On October 13, 2009, the Court entered an order confirming such denial (Docket No. 1042).

On October 26, 2009, the Court held a status conference (the "Status Conference") with respect to sale of the Debtors' assets. At the Status Conference, the NHL (on the Buyers' behalf) amended and clarified its bid in open court, which bid is memorialized in a revised form of Asset

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[1] On August 26, 2009, the Debtors filed a copy of the NHL's initial bid with the Court. (See Notice of Receipt of Bids Under Sale Procedures Order and Filing of Same (Docket No. 809), Ex. 1.)

Purchase Agreement among Coyotes Hockey, LLC, Arena Management Group, LLC and the Buyers, attached hereto as Exhibit A (the "APA").[2]

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

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:[3]

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

B. **Statutory Predicates**. The statutory predicates for relief are sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 3001, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

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

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[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the APA.

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

Hearing, the Status Conference or the Transaction (including the assumption and assignment of Assumed Contracts) is or shall be required.

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

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

F. **Business Justification**. The Debtors, the NHL, the secured creditors, the Creditors' Committee and the City of Glendale have demonstrated both (i) good, sufficient and sound business purposes and justifications and (ii) compelling circumstances for the Transaction other than in the ordinary course of business under section 363(b) of the Bankruptcy Code before, and outside of, a plan of reorganization in that, among other things, the immediate consummation of the Transaction with the Buyers is necessary and appropriate to maximize the value of the Estates. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to the Buyers' consummating the Transaction.

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

H. **Good Faith Purchaser**. The Buyers are good faith purchasers of the Assets within the meaning of section 363(m) of the Bankruptcy Code and are therefore entitled to all of the protections afforded thereby. The Buyers have proceeded in good faith in all respects in connection with this proceeding in that: (a) the NHL made good faith efforts to assist the Debtors in finding an alternative purchaser before submitting a Qualified Bid on behalf of the Buyers; (b) the NHL and the Buyers complied with the provisions in the Bid Procedures Order; (c) the Buyers agreed to subject their bid to the competitive bidding procedures set forth in the Bid

Procedures Order; and (d) all payments to be made by the Buyers and other agreements or arrangements entered into by the Buyers in connection with the Transaction have been disclosed to the Court.

I. **Highest and Best Offer**. The auction was duly noticed and the Court conducted the auction in a non-collusive manner in accordance with, and the Debtors and Buyers have otherwise complied in all respects with, the Bid Procedures Order. The auction established in the Bid Procedures Order afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Assets under the circumstances of these Cases which include the facts that the Debtors have limited financing, the 2009-2010 hockey season is already underway, and a prompt sale is advisable to avoid further erosion of the value of the Debtors' assets. The Buyers' bid has no material conditions, is not subject to significant execution risk, will be able to close shortly after the Court's approval of the sale, and has also been approved by the NHL. The Buyers intend to close the Transaction by November 2, 2009. If for any reason the parties are unable to close the Transaction by November 2, 2009, the parties will use their commercially reasonable efforts to close the Transaction before the next anticipated date that further postpetition funding is needed from the NHL.

J. As described in more detail in the executive summary of the NHL's bid, attached hereto as Exhibit B, the Buyers' bid equals approximately $128.4 million. As a part of the Buyers' bid, assuming the Transaction closes prior to the next date following November 2, 2009, that further funding from the NHL is required by the Debtors, the Buyers will assume all prepetition and postpetition loans by the NHL (in an amount currently estimated to be approximately $36,331,000), of which $2 million is a carve-out available for administrative fees and expenses. The Buyers will also assume the obligation to pay and will pay in cash (unless otherwise agreed to by SOF Investments, L.P. ("SOF"), White Tip Investments, LLC ("White Tip") and Donatello Investments, LLC ("Donatello")) approximately $79.7 million in respect of allowed secured claims on account of prepetition loans provided by SOF, White Tip and Donatello plus accrued and unpaid interest, fees and expenses accruing from and after the Petition Date through and including

the Closing Date. The remaining $11.3 million (approximately) will be provided to the Estates in cash.

K. Furthermore, the Buyers' bid is in the best interest of the Estates because it provides payment in full for all secured creditors. In addition, the Buyers have agreed that they will offer to purchase approximately $11.6 million in designated unsecured liabilities as set forth in Schedules 2.6(v) and 2.8(v) to the APA (the "Unsecured Liabilities") at the prices set forth in such schedules and to subordinate their recovery on such claims as described below. The Buyers' purchase of the Unsecured Liabilities is conditioned upon the Closing under the APA and shall continue through the date that is 60 days following the Closing Date.

L. The Buyers' purchase of the Unsecured Liabilities does not extinguish the claims underlying the Unsecured Liabilities. The Buyers agree to voluntarily subordinate the right to receive payments from the Estates on account of underlying claims to all Allowable Unsecured Claims, other than claims of any nature whatsoever of Jerry C. Moyes, Vickie Moyes, The Jerry and Vickie Moyes Family Trust or any of their respective Affiliates.

M. The NHL agrees, at the request of the Creditors' Committee, to amend the Moyes Guaranty to reduce the maximum cap amount under the guaranty from $30 million to $15 million. Such amendment to the Moyes Guaranty is conditioned upon the Closing under the APA. The NHL, on the one hand, and Jerry C. Moyes, Vickie Moyes, and The Jerry and Vickie Moyes Family Trust, on the other hand, expressly reserve their respective rights to assert any claims, actions, causes of action and defenses they may have with respect to the Moyes Guaranty, as so amended.

N. The Buyers' bid contemplates that the Buyers will pay for the ongoing costs under the AMULA with the City of Glendale, as well as related Glendale Contracts, at least through June 30, 2010 and will use commercially reasonable efforts to enter into an amended long-term AMULA. Finally, the APA provides that, to the extent the Buyers are able to consummate a Team Sale prior to the second anniversary of the Closing Date, the Buyers will pay to the Estates an amount equal to the Net Profit received in connection with such Team Sale.

O. **Consideration**. The consideration constitutes reasonably equivalent value or fair consideration, as the case may be (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code), and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. The APA represents a fair and reasonable offer to purchase the Assets and assume or acquire liabilities under the circumstances of these Cases. No other person or entity or group of entities, other than the Buyers, has made an offer to purchase the Assets that would render greater recovery to the Estates within a reasonable period of time that was not subject to substantial uncertainty as to their ability to consummate such a transaction. Approval of the APA and the consummation of the Transaction is in the best interests of the Debtors, their creditors, the Estates and all other parties in interest.

P. **Free and Clear**. The Debtors are the sole and lawful owner of the Assets. The transfer of the Assets to the Buyers under the APA will be a legal, valid, and effective transfer of the Assets, and vests or will vest the Buyers with all right, title and interest of the Debtors to the Assets free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature whatsoever (collectively, the "Interests"), including, but not limited to, (i) those that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtors' interests in the Assets, or any similar rights and (ii) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing Date. For avoidance of doubt, all Interests shall attach to the proceeds ultimately attributable to the property against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity, force and effect, and in the same order of priority, which such Interests now have against the Assets or their proceeds, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

Q. **Satisfaction of 363(f) Standards**. The Debtors may sell the Assets free and clear of any Interests of any kind or nature whatsoever because in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each entity

that has asserted an Interest in the Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Order, consented to the Transaction or is deemed to have consented to the Transaction; (ii) has an Interest that is subject to bona fide dispute; (iii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest; or (iv) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of Interests who did not timely object to the Transaction are deemed, subject to the terms of this Order, to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Interests are adequately protected by having their Interests attach to the proceeds ultimately attributable to the property against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity, force and effect, and in the same order of priority, which such Interests now have against the Assets or their proceeds, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

R. **No Fraudulent Transfer**. The Transaction is not for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. Neither the Debtors nor the Buyers would be entering into the Transaction fraudulently.

S. **Cure/Adequate Assurance**. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Order is integral to the APA and is in the best interests of the Debtors and the Estates, creditors and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. To the extent not purchased or satisfied by the Buyers pursuant to paragraph 14 below, the Debtors have, (i) to the extent necessary, cured or provided adequate assurance of cure, of any default existing prior to the date hereof with respect to the Assumed Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) to the extent necessary, provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assumed Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code. The Buyers' promise to perform the obligations under the Assumed Contracts after the Closing Date constitutes adequate

assurance of future performance within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

T. **Prompt Consummation**. The Transaction must be approved and consummated promptly in order to preserve the viability of the business subject to the sale as going concerns, to maximize the value of the Estates. Time is of the essence is consummating the Transaction.

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

NOW, THEREFORE, IT IS ORDERED THAT:

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

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

3. **Approval**. The APA and all of the terms thereof and conditions thereto are hereby approved. The Debtors are hereby authorized and directed to (a) execute the APA, along with any additional agreements, instruments or documents that may be reasonably necessary or appropriate to implement the APA (including, without limitation, the Transition Services Agreement and the Partial Lease Assignment Agreement), provided that such additional documents do not materially change its terms; (b) consummate the Transaction in accordance with the terms and conditions of the APA and the instruments to the APA contemplated thereby; and (c) take all other and further actions as may be reasonably necessary to implement the Transaction.

4. **Free and Clear**. Except as expressly permitted or otherwise specifically provided for in the APA or this Order, pursuant to Bankruptcy Code sections 105(a) and 363(f), the Debtors are authorized and directed to transfer the Assets to the Buyers and, as of the Closing Date, the applicable Buyer shall take title to and possession of the Assets free and clear of all Interests of any

kind or nature whatsoever, including, but not limited to, any Excluded Team Liabilities or Excluded Arena Liabilities (collectively, the "Excluded Liabilities").

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

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

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

interfere with the Buyers' title to or use and enjoyment of the Assets based on or related to such Interest, or any actions that the Debtors may take in their Cases.

8. **Release of Interests**. Subject to paragraphs 4 and 36 of this Order, this Order (a) shall be effective as a determination, on the Closing Date, that all Interests of any kind or nature whatsoever existing as to the Debtors or the Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registers of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or interests, or who may be required to report or insure any title or state of title in or to any of the Assets.

9. **Direction to Release Interests**. On the Closing Date and subject to the Interests attaching to the proceeds of the Sale as provided for in paragraphs 4 and 36 of this Order, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Interests in the Assets, if any, as such Interests may have been recorded or may otherwise exist.

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

Liability, or (iii) the Buyers, their affiliates, members, or shareholders or the Assets, having any liability or responsibility to the Debtors except as is expressly set forth in the APA.

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

12. **Assumption and Assignment of Assumed Contracts**. Under sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Transaction, the Debtors' assumption and assignment of the Assumed Contracts to the Buyers free and clear of all Interests pursuant to the terms set forth in the APA, as modified by the terms of any amendments reached with the respective counterparty, is hereby approved, and the requirements of sections 365(b)(1), 365(b)(3) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Each counterparty to an Assumed Contract is hereby forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors or the Buyers, or the property of any of them, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinate) arising under or related to the Assumed Contracts existing as of the Closing Date or arising by reason of the Closing.

13. **Payment of SOF, Donatello, and White Tip Claims**. As of the Petition Date, (i) SOF shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $72,117,126.05, (ii) Donatello shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $3,749,242.91 and (iii) White Tip shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $3,749,242.91 (the

amounts described in (i), (ii) and (iii), the "SOF Allowed Petition Date Secured Claims," in the aggregate amount of $79,615,611.86). On the Closing Date, the Buyers shall assume the obligation to pay and shall pay directly to each of SOF, Donatello and White Tip cash in an amount equal to their respective SOF Allowed Petition Date Secured Claims (except as may otherwise be agreed among such parties) plus accrued and unpaid interest, fees and expenses, accruing from and after the Petition Date through and including the Closing Date.

14. **Purchase of Unsecured Liabilities**. Subject to the Closing of the APA, from the Closing Date through the date that is 60 days following the Closing Date, the Buyers shall offer, and shall use their commercially reasonable efforts, to acquire the Unsecured Liabilities, in each case for the respective amounts set forth on Schedules 2.6(v) and 2.8(v) to the APA; provided, that with respect to any Unsecured Liability set forth on Schedules 2.6(v) and 2.8(v) to the APA that is marked with an asterisk, if the Buyers, the holder and the Creditors' Committee agree on a different amount, the Buyers shall purchase the claim at such agreed amount. Within five (5) Business Days after May 1, 2010, the Buyers will pay to the Sellers' estates cash in an amount equal to the difference, if any, resulting from $11,617,879 minus the aggregate amount actually paid by the Buyers for Purchased Claims pursuant to Section 8.4 of the APA.

15. The Buyers' purchase of the Unsecured Liabilities as provided for under the APA will be evidenced as provided in Bankruptcy Rule 3001(e) by the execution and filing of the Notice of Transfer of Claim, substantially in form attached to the APA. Any such transfer conforming to the APA is hereby approved under Bankruptcy Rule 3001(e) without necessity for further notice or order of the Court. The Buyers' right to receive payments from the Estates on account of Purchased Claims shall be subordinated to all other Allowable Unsecured Claims, other than claims of any nature whatsoever of Jerry C. Moyes, Vickie Moyes, The Jerry and Vickie Moyes Family Trust or any of their respective Affiliates.

16. **Transition Services Agreement**. The Sellers are hereby authorized and directed to enter into a mutually acceptable Transition Services Agreement with the Buyers, substantially in the form attached to the APA, pursuant to which (i) the Sellers will provide to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the

extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena; and (ii) the Buyers will pay to the Sellers, as and when due under the Glendale Contracts, all fees, costs, rents and other amounts payable by the Sellers under the Glendale Contracts for the provision of goods and services thereunder. Notwithstanding the provisions of a Glendale Contract to the contrary, the execution, delivery and performance of the Transition Services Agreement shall not give rise to any default or right to terminate any such Glendale Contract, and the Buyers shall be entitled to enforce any such Glendale Contract in the name of the Sellers, consistent with the provisions of the Transition Services Agreement.

17. **Glendale Contracts**. The Sellers shall not reject the Glendale Contracts prior to the earliest of (i) June 30, 2010, and (ii) the date of a Final Order confirming a plan of reorganization of the Sellers under the Bankruptcy Code (in which case the Sellers shall take all actions required to ensure that such rejection does not become effective until June 30, 2010).

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

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

20. **Adequate Assurance**. The Buyers have provided adequate assurance of their future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyers of the Assumed Contracts have been satisfied.

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

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

23. **Cure**. Pursuant to the APA, except with respect to Cure Costs reflected in or included as Unsecured Liabilities on Schedules 2.6(v) and 2.8(v) of the APA which are purchased by the Buyers in accordance with Section 8.4 of the APA and which shall be the obligation of the Buyers pursuant to the terms of this Order, the Debtors at the request of the Buyers shall, on or prior to the Closing Date or such later date as may be set forth herein, in any other Final Order of this Court with respect to Added Contracts or in a written agreement between a Buyer and the Person entitled thereto, pay to such Person the Cure Cost identified on Schedule 2.9 of the APA, or as otherwise provided for in paragraph 24 herein, necessary to cure any and all monetary defaults and breaches under and satisfy (or, with respect to any Assumed Liability that cannot be rendered non-contingent and liquidated prior to the Closing Date, make effective provision reasonably satisfactory to the Bankruptcy Court for satisfaction from funds of the Buyers) any Assumed Liability with respect to each Assumed Contract with such Person as may be assumed by the Sellers and assigned to the Buyers in accordance with the provisions of section 365 of the Bankruptcy Code and the APA. The Sellers and the Buyers acknowledge and agree that each Unsecured Liability set forth on Schedules 2.6(v) and 2.8(v) to the APA which is marked by a hash symbol (#) does not reflect or include any Cure Costs. In cases in which the Sellers and the Buyers are unable to establish in good faith that a default exists with respect to an Assumed Contract, the Sellers shall require that the Bankruptcy Court determine that the relevant Cure Cost for such Assumed Contract is $0. The payment of the applicable Cure Costs (if any) shall (a) effect a cure of all defaults existing thereunder as of the Closing Date, (b) compensate for any actual pecuniary

loss to such non-Debtor party resulting from such default, and (c) together with the assumption of the Assumed Contracts by the Debtor, constitute adequate assurance of future performance thereof. The non-Debtor party or parties to each Assumed Contract, upon receipt of their Cure Costs, if any, are enjoined and forever barred from asserting against the Buyers, any of their affiliates or any of the Assets: (i) any fee, default, breach, claim or pecuniary loss arising under or related to the Assumed Contract existing as of the Closing Date or arising by reason of the Closing, and (ii) any objection to the assumption and assignment of such non-Debtor party's Assumed Contracts.

24. **Disputed Cure Costs**. On or before the Closing Date, the Debtors shall reserve in a segregated account sufficient funds to pay in full any disputed Cure Cost that is asserted by a non-Debtor party to an Assumed Contract in an objection to be filed no later than [30] days after the entry of this Order (the "Disputed Cure Costs"). The funds reserved for any given Disputed Cure Cost may be paid (a) without further order of the Court upon the filing of a written stipulation between the applicable Buyer, the non-Debtor party and the Creditors' Committee resolving the Disputed Cure Cost of said non-Debtor party or (b) pursuant to an order of this Court. If the Debtors and the Buyers are unable to resolve any Disputed Cure Costs by December 31, 2009, a status conference will be held at [___] (MST), or as soon thereafter as possible, regarding such unresolved Disputed Cure Costs. Resolution, or lack thereof, of a Disputed Cure Cost shall not prevent the Transaction from Closing.

25. **The Arena Management, Use and Lease Agreement**. The Sellers are hereby authorized and directed to enter into a Partial Lease Assignment Agreement with the Buyers, substantially in the form attached to the APA, pursuant to which, (i) the Sellers will assign to the Buyers, pursuant to Section 17.2 of the AMULA, all of the Sellers' rights under the AMULA; (ii) the Buyers will pay either to the Sellers or to the City on behalf of the Sellers, on or before the dates such payments are due under the terms of the AMULA, all rent and other amounts payable by the Sellers under the AMULA; and (iii) the Buyers will comply with such other obligations of the Sellers under the AMULA as provided in the Partial Lease Assignment Agreement. The Partial Lease Assignment Agreement shall terminate the earlier of June 30, 2010 and the date of a Glendale Team Sale. Notwithstanding any of the provisions of the AMULA to the contrary, the

execution, delivery and performance of the Partial Lease Assignment Agreement shall not give rise to any default or right to terminate the AMULA, and the Buyers shall be entitled to enforce the AMULA against any counterparty to the AMULA in the name of the Sellers, consistent with the provisions of the Partial Lease Assignment Agreement. In addition to the amounts payable to the City of Glendale hereunder in connection with prepetition amounts due to the City of Glendale under the AMULA, the City of Glendale has asserted additional claims against the Estates, including amounts arising under that certain Team Guaranty, dated January 31, 2002, in the amount of $12,250,000.00, and additional amounts arising prepetition under the AMULA, in the amount of $2,103,685.85. Notwithstanding anything herein or in the APA to the contrary, the City of Glendale does not waive any of the asserted claims set forth in the immediately preceding sentence (the "Non-Waived Claims"), and nothing herein is intended to impair or compromise the Non-Waived Claims in any respect or the ability of any party to object to the same.

26. The Sellers shall not seek to reject the AMULA prior to June 30, 2010 and the City of Glendale has agreed that pursuant to the Partial Lease Assignment Agreement the Buyers may continue to use the Arena through such date; provided, however, that the City of Glendale has otherwise reserved all of its rights with respect to any action to reject the AMULA.

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

28. **Preferred Glendale Team Sale**. The Buyers are authorized to accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale) in their sole discretion, notwithstanding any higher or better offer or indication of interest that would result in the relocation of the Team. No party other than the City of Glendale shall have standing to object or otherwise challenge the Buyers' decision to accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale).

29. **Binding Effect of Order**. This Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental

departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments or who may be required to report or insure any title or state of title in or to any of the Assets.

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

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

32. **Good Faith**. The Transaction is undertaken by the Buyers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the Transaction (including the assumption and assignment of the Assumed Contracts) with the Buyers, unless such authorization is duly stayed pending such appeal. The Buyers are good faith purchasers of the Assets and are entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

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

34. **Retention of Jurisdiction**. The Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Assets to the Buyers; (b) compel delivery of the consideration provided for under the APA or performance of other obligations owed to the Debtors; (c) interpret, implement and enforce the provisions of this Order and the APA; (d) adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transaction; (e) protect the Buyers or the Assets from or against any Interests asserted in the Assets or by or through the Debtors; and (f) review whether the Estates have received that to which they are entitled under the APA when resale of the Team occurs and the Net Profit computation is made, including, but not limited to, the determination of any relocation fee.

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

36. **Fees and Expenses**. Any amounts payable by the Debtors under the APA or any of the documents delivered by the Debtors in connection with the APA shall be paid in the manner provided in the APA without further order of this Court, shall be an allowed administrative claim in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, and shall not be discharged, modified or otherwise affected by any reorganization plan for the Debtors, except by agreement with the Buyers, their successors or assigns.

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

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

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

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

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

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

ENTERED AND DATED ABOVE

Stipulated and Agreed:

SQUIRE, SANDERS & DEMPSEY L.L.P., counsel for the **Debtors**

By: _____
Jordan A. Kroop, Esq.

ALLEN SALA & BAYNE, PLC, counsel for the **Official Committee of Unsecured Creditors**

By: _____
Paul Sala, Esq.

JENNINGS, STROUSS & SALMON, PLC, counsel for **Jerry Moyes**

By: _____
Carolyn Johnsen, Esq.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, co-counsel for the **National Hockey League**

By: _____
J. Gregory Milmoe, Esq.

SNELL & WILMER, co-counsel for **SOF Investments, L.P., White Tip Investments, LLC, and Donatello Investments, LLC**

By: _____
Don Gaffney, Esq.

FENNEMORE CRAIG, co-counsel for the **City of Glendale, Arizona**

By: _____
Cathy L. Reece, Esq.

Exhibit E

PARTIAL LEASE ASSIGNMENT AGREEMENT

This PARTIAL LEASE ASSIGNMENT AGREEMENT (this "Assignment") is made as of November ___, 2009, by and among COYOTES HOCKEY, LLC, a Delaware limited liability company ("Team Assignor") and ARENA MANAGEMENT GROUP, LLC, a Delaware limited liability company ("Manager Assignor" and together with Team Assignor, an "Assignor" and collectively, "Assignors"), as assignors, and COYOTES NEWCO, LLC, a Delaware limited liability company ("Team Assignee") and ARENA NEWCO, LLC, a Delaware limited liability company ("Manager Assignee, and together with Team Assignee, an "Assignee" and collectively, "Assignees"), as assignees.

R E C I T A L S

WHEREAS, Team Assignor is engaged in the operation of a National Hockey League team currently known as the "Phoenix Coyotes" (the "Franchise");

WHEREAS, pursuant to that certain Arena Management, Use and Lease Agreement, dated as of November 29, 2001 (the "AMULA") among Team Assignor, Manager Assignor, Glendale-101 Development, LLC, Coyote Center Development, LLC and the City of Glendale (the "City"), Manager Assignor manages and operates, and Team Assignor uses, the multi-purpose facility in Glendale, Arizona currently known as Jobing.com Arena (the "Arena"), which serves as the home venue for the Franchise and provides a venue for other recreational, cultural, entertainment and sports events;

WHEREAS, Assignors and Assignees have entered into an Asset Purchase Agreement, dated as of November [__], 2009 (the "Asset Purchase Agreement");

WHEREAS, Team Assignor and Manager Assignor desire to assign to Team Assignee and Manager Assignee, respectively, and Team Assignee and Manager Assignee desire to accept, an assignment from Team Assignor and Manager Assignor, of their respective AMULA Rights and Obligations (as hereinafter defined) for the period commencing on the Assignment Commencement Date (as hereinafter defined) through and including the day immediately preceding the Assignment Termination Date (as hereinafter defined);

WHEREAS, on the Assignment Termination Date, this Assignment shall automatically terminate and the AMULA Rights and Obligations shall automatically revert back to Assignors or their successors in interest; and

WHEREAS, the Sale Order entered by the Bankruptcy Court in the Bankruptcy Case authorizes Assignors to enter into this Assignment.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, the parties hereby agree as follows:

1. Definitions. As used in this Assignment the following terms shall have the meanings indicated in this Section 1.

"AMULA Rights and Obligations" means, with respect to either Team Assignor or Manager Assignor, all of such party's rights and obligations in effect immediately prior to the execution and delivery of this Assignment by the parties hereto under the AMULA (including, without limitation, the right to receive payments under the AMULA and the obligation to make payments to the City under the AMULA), but expressly excluding the Excluded Rights and Obligations of such party.

"Assignment Commencement Cut-Off Time" means 11:59 p.m. (MST) on the day preceding the Assignment Commencement Date.

"Assignment Commencement Date" means the date hereof.

"Assignment Period" means the period from the Assignment Commencement Date through and including the day immediately preceding the Assignment Termination Date.

"Assignment Termination Cut-Off Time" means 11:59 p.m. (MST) on the day preceding the Assignment Termination Date.

"Assignment Termination Date" means, subject to Section 7 hereof, June 30, 2010.

"Bankruptcy Case" means Case Nos. 2:09-bk-09491-RTB and 2:09-bk-09495-RTB, which cases are being jointly administered with the Chapter 11 bankruptcy proceedings of Dewey Ranch Hockey, LLC (Case No. 2:09-bk-09488-RTBP) and

Coyotes Holdings, LLC (Case No. 2:09-bk-09500-RTB) under Case No. 2:09-bk-09488-RTBP).

"Bankruptcy Court" means United States Bankruptcy Court for the District of Arizona.

"Business Days" means any day except Saturday, Sunday or any other day on which banks in the State of Arizona are permitted to be closed.

"Excluded Rights and Obligations" means, with respect to either or both of Team Assignor and Manager Assignor, as applicable, all of such party's obligations under (i) Article 10 of the AMULA, (ii) Sections 14.4.1, 14.4.2, 14.5.1, 14.5.2, 14.6.1, 14.6.3 and 14.9 of the AMULA with respect to any defaults arising under Sections 14.1.1(c) or 14.1.2(c) of the AMULA and (iii) Sections 15.1 and 15.2 of the AMULA with respect to any indemnification claims thereunder in connection with the acts or omissions of Assignors prior to the Assignment Commencement Date.

"NHL" means the National Hockey League, a joint venture organized as an unincorporated association not for profit, and any successor thereto.

"Proration Items" means items of income and expense with respect to the AMULA Rights and Obligations allocable to (i) Team Assignor and/or Manager Assignor under Section 5(a) hereof or (ii) Team Assignee and/or Manager Assignee under Section 5(b) hereof.

"Sale Order" means the order of the Bankruptcy Court approving, among other things, the Asset Purchase Agreement.

"Team Guaranty" means that certain Team Guaranty, dated as of January 31, 2002, by Team Assignor to and in favor of the City.

2. Assignment Commencement.

(a) Effective as of the Assignment Commencement Date, Team Assignor hereby assigns, transfers, sets over and conveys to Team Assignee, and its successors and assigns, the AMULA Rights and Obligations of Team Assignor arising during the Assignment Period.

(b) Effective as of the Assignment Commencement Date, Manager Assignor hereby assigns, transfers, sets over and conveys to Manager

Assignee, and its successors and assigns, the AMULA Rights and Obligations of Manager Assignor arising during the Assignment Period.

3. Assignees' Assumption.

(a) Effective as of the Assignment Commencement Date, Team Assignee hereby fully and completely assumes the AMULA Rights and Obligations of Team Assignor that accrue solely with respect to the Assignment Period.

(b) Effective as of the Assignment Commencement Date, Manager Assignee hereby fully and completely assumes the AMULA Rights and Obligations of Manager Assignor that accrue solely with respect to the Assignment Period.

4. Assignment Termination. On the Assignment Termination Date, (i) the assignment of the AMULA Rights and Obligations pursuant to Section 3 hereof shall automatically and without any further action on the part of any party terminate and be of no further force and effect, (ii) Team Assignor and Manager Assignor shall, as of and after such time, be fully and completely liable and responsible for the AMULA Rights and Obligations and (iii) Team Assignee and Manager Assignee shall, as of and after such time, have no further responsibility or obligation whatsoever for the AMULA Rights and Obligations of Team Assignor and Manager Assignor; except in the case of clauses (ii) and (iii) above for any proration payments pursuant to Section 5 hereof. This Section 4 shall survive the Assignment Termination Date.

5. Prorations.

(a) Assignors and Assignees shall prorate the Proration Items as of the Assignment Commencement Cut-Off Time, so that the Assignment Commencement Date is a day of income and expense for Assignees. Assignees shall receive a credit for any Proration Items of (i) income which are prepaid for any period of time after the Assignment Commencement Cut-Off Time, and (ii) expense to the extent the same relate to any period prior to the Assignment Commencement Cut-Off Time, but are unpaid as of the Assignment Commencement Cut-Off Time. Assignors shall receive a credit for any Proration Items of (A) income which are accrued but not received by Assignors as of the Assignment Commencement Cut-Off Time and (B) expense to the extent the same relate to any period of time after the Assignment Commencement Cut-Off Time and have been paid prior to the Assignment Commencement Date.

(b) Notwithstanding anything to the contrary in Section 5(a) hereof, Assignees shall have the right with respect to any item of income set forth in Section 5(a)(A) (such item of income, a "Receivable"), to elect that Assignors retain the right to collect such Receivable, in which case Assignors shall not receive a credit therefor under Section 5(a) hereof. If a Receivable is paid to Assignees after the Assignment Commencement Cut-Off Time, Assignees shall pay over such Receivable to Assignors promptly upon receipt thereof.

(c) Assignors and Assignees shall prorate the Proration Items as of the Assignment Termination Cut-Off Time so that the Assignment Termination Date is a day of income and expense for Assignors. Assignors shall receive a credit for any Proration Items of (i) income which are prepaid for any period of time after the Assignment Termination Cut-Off Time, and (ii) expense to the extent the same relate to any period prior to the Assignment Termination Cut-Off Time, but are unpaid as of the Assignment Termination Cut-Off Time. Assignees shall receive a credit for any Proration Items of (A) income which are accrued but not received by Assignees as of the Assignment Termination Cut-Off Time and (B) expense to the extent the same relate to any period of time after the Assignment Termination Cut-Off Time and have been paid prior to the Assignment Termination Date.

(d) Assignors and Assignees shall cooperate in good faith to comply with this Section 5 and shall reconcile the Proration Items so that any party owing any amount to another party pursuant to this Section 5 (taking into account Section 5(b) hereof) shall pay such amount to such other party within ten (10) days after the Assignment Commencement Date or Assignment Termination Date, as applicable; provided, however, that at any time prior to the three (3) month anniversary of the Assignment Termination Date the Assignors and Assignees shall reconcile and make such additional payments as may be required as a result of, any Proration Items that Assignors and Assignees failed to prorate or improperly prorated on the Assignment Commencement Cut-Off Time or the Assignment Termination Cut-Off Time, as applicable.

(e) This Section 5 shall survive the Assignment Termination Date.

6. Responsibilities. Assignees shall not be responsible for any matters arising under and/or in connection with the AMULA Rights and Obligations prior to the Assignment Commencement Date. Assignors shall not be responsible for any matters arising in connection with the AMULA Rights and Obligations during the Assignment Period, except to the extent such matters are attributable to the gross negligence or willful misconduct of an Assignor. Assignees shall not be responsible

for any matters arising in connection with the AMULA Rights and Obligations from and after the Assignment Termination Date.

7. Termination Rights. Notwithstanding anything to the contrary contained herein, if at any time prior to the Assignment Termination Date, (i) a Glendale Team Sale is consummated or (ii) Assignees elect to assume the AMULA pursuant to Section 2.9(b) of the Asset Purchase Agreement, then, in either event, as of the date (but not prior to the effectiveness) of such consummation of a Glendale Team Sale or the assumption and assignment of the AMULA to the Assignees, this Assignment shall terminate automatically and without further action on the part of Assignors or Assignees and the Assignment Termination Date shall be deemed to occur. Notwithstanding anything in Section 5 hereof to the contrary, in the event that the Assignment Termination Date occurs as set forth in this Section 7, Assignors and Assignees hereby agree that neither Assignors nor Assignees shall have the right or the obligation to prorate any Proration Items as of the Assignment Termination Cut-Off Time.

8. Assignment.

(a) At any time prior to the Assignment Termination Date, each Assignee shall have the right to assign this Assignment and/or the rights and obligations of such Assignee hereunder to any party without the consent of Assignors, provided that such assignment is approved by the NHL.

(b) Neither Assignor shall be permitted to assign or transfer its rights and obligations under this Assignment to any other entity at any time without the prior written consent of Assignees, which consent may be granted or withheld in Assignees' sole discretion.

9. Representatives. During the Assignment Period, the "Team Representative" (as defined in the AMULA) shall be [_____] and the Arena "Manager Representative" (as defined in the AMULA) shall be [_____]. Assignors shall forward to Assignees, as soon as practicable and in any event within two (2) Business Days after either Assignor's receipt thereof, all written correspondence and any other documents relating to the AMULA that are received by such Assignor during the Assignment Period from (i) counterparties to the AMULA and (ii) any other person or entity (including, without limitation, any governmental or quasi-governmental authority). In addition, Assignors shall notify Assignees, telephonically and in writing as soon as practicable and in any event within two (2) Business Days after either Assignor's receipt thereof, of all oral or other communications relating to the AMULA that is received by such Assignor

during the Assignment Period from (i) counterparties to the AMULA and (ii) any other person or entity (including, without limitation, any governmental or quasi-governmental authority).

10. Right to Assignment.

(a) Assignors and Assignees hereby acknowledge that this Assignment has been approved by the NHL.

(b) To the extent that the consent of the City is determined to be required solely with respect to the assignment of any of the AMULA Rights and Obligations of Manager Assignor, Assignors shall use their commercially reasonable efforts to obtain such consent of the City. In the event that such consent is not obtained within any applicable time periods, the assignment and assumption of only those AMULA Rights and Obligations of Manager Assignor set forth in Sections 2(b) and 3(b) hereof for which such consent is required shall terminate and such AMULA Rights and Obligations of Manager Assignor shall be deemed to be an "Additional Service" pursuant to, and as defined in, that certain Transition Services Agreement, dated as of the date hereof, by and among Assignees and Assignors and shall thereafter be covered by such Transition Services Agreement.

11. Representations and Warranties.

(a) Assignors hereby represent and warrant to Assignees that:

(i) true, correct and complete copies of the AMULA and the Team Guaranty are attached hereto as Exhibit A;

(ii) the AMULA is in full force and effect and has not been terminated, amended, modified or supplemented;

(iii) Assignors have received no written notice of any violation of any law, statute, rule, regulation or ordinance of any governmental authority affecting the Arena and/or the AMULA;

(iv) Neither Assignor has received written notice threatening, proposing or commencing any suits, actions, proceedings or investigations against such Assignor which relate to or affect the Arena and/or the AMULA and neither Assignor has initiated any suits, actions, proceedings or

investigations relating to or affecting the Arena and/or the AMULA; and

(v) this Assignment has been duly authorized in accordance with the Sale Order, executed and delivered by Assignors and constitutes the legal, valid and binding obligation of each Assignor.

(b) Assignees hereby represent and warrant to Assignors that:

(i) this Assignment has been duly authorized, executed and delivered by Assignees and constitutes the legal, valid and binding obligation of each Assignee; and

(ii) The execution, delivery and performance of this Assignment will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under any other agreement to which either Assignee is a party.

12. Cooperation. Each party will perform all obligations under this Agreement in good faith and use commercially reasonable efforts to cooperate with the other parties in all matters relating to this Assignment.

13. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be validly given, made or served only if in writing and delivered personally or sent by certified or registered first class mail, return receipt requested, postage prepaid, addressed as follows:

If to Assignors:

Coyotes Hockey, LLC
Arena Management Group, LLC
c/o Coyotes Holdings, LLC
P.O. Box 1397
Tolleson, Arizona 85353
Telecopy: (602) 275-6417
Attention: [_____]

with a copy to:

Squire, Sanders & Dempsey LLP
40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004
Telecopy: (602) 253-8129
Attention: Thomas J. Salerno

If to Assignees:

Coyotes Newco, LLC
Arena Newco, LLC
c/o National Hockey League
1185 Avenue of the Americas
New York, New York 10036
Telecopy: (212) 789-2030
Attention: William Daly

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, New York 10036
Telecopy: (917) 777-3770 and (917) 777-2440
Attention: J. Gregory Milmoe, Esq. and Marc R. Packer, Esq.

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt. All notices shall be deemed received on the date of delivery or, if mailed, three (3) Business Days after the date appearing on the return receipt therefor.

14. Severability. If any term or provision of this Assignment is held invalid, unenforceable or contrary to any laws, such term or provision shall be deemed to be severable from the other terms and provisions hereof, but only to the extent necessary to bring this Assignment within the requirements of such law, and the remainder of this Assignment shall be given effect as if the parties had not included the severed term herein; provided, however, that if the party that would be adversely affected by such severance demonstrates that a material inducement to its entering into this Assignment would be materially impaired, such party shall be entitled to seek an adjudication that this Assignment should be terminated on that ground.

15. Governing Law. This Assignment shall be governed by the laws of the state of New York. This Assignment may not be amended except by a document signed by all parties hereto.

16. Further Assurances. Assignors and Assignees shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to each other or any other third party all documents, and take all actions, reasonably required by the other party from time to time to confirm the assignments, rights and obligations created or now or hereafter intended to be created under this Assignment.

17. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

[The remainder of this page is intentionally left blank]

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

ASSIGNORS

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

ASSIGNEES

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

Exhibit F

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT, dated as of November ___, 2009 (including all appendices delivered herewith or attached hereto, as the same may be amended from time to time in accordance with its terms, the "Agreement"), is among Coyotes Hockey, LLC, a Delaware limited liability company ("Team Seller"), Arena Management Group, LLC, a Delaware limited liability company ("Arena Seller" and, together with Team Seller, the "Sellers"), Coyotes Newco, LLC, a Delaware limited liability company ("Team Buyer") and Arena Newco, LLC, a Delaware limited liability company ("Arena Buyer" and, together with Team Buyer, the "Buyers").

W I T N E S S E T H

WHEREAS, the Buyers and the Sellers have entered into an Asset Purchase Agreement, dated as of November ___, 2009 (the "Asset Purchase Agreement");

WHEREAS, Appendix A to this Agreement sets forth all of the Glendale Contracts relating to the AMULA and the operation of the Arena, including the Team's use of the Arena, to which one or both of the Sellers is a party;

WHEREAS, pursuant to the Asset Purchase Agreement, among other matters, the Sellers and the Buyers have agreed to enter into this Transition Services Agreement pursuant to which the Sellers will provide or cause to be made available to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena; and

WHEREAS, the Sale Order entered by the Bankruptcy Court in the Bankruptcy Case authorizes the Sellers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

ARTICLE II

TRANSITION SERVICES PROVIDED

2.1 Transition Services. In accordance with the terms and subject to the conditions set forth in this Agreement, during the Transition Period (as defined in Section 5.1), the Sellers shall provide or cause to be made available to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena (hereinafter referred to individually as a "Transition Service", and collectively as the "Transition Services").

2.2 Additional Services.

(a) From time to time during the Transition Period, the Buyers may identify on one or more additional appendices to be attached hereto additional Contracts that, at such time, are neither Assumed Contracts nor Glendale Contracts ("Additional Service Contracts"). At the election of the Buyers, Sellers shall provide or cause to be made available to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Additional Service Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena (any such service, individually, an "Additional Service," and, collectively, "Additional Services") and, upon such election, the Additional Services shall constitute Transition Services under this Agreement.

(b) In the event that the assignment by Arena Seller to Arena Buyer, and the assumption by Arena Buyer, under the Partial Lease Assignment Agreement, dated as of the date hereof, by and among the Buyers and the Sellers (the "Partial Lease Assignment") of any AMULA Rights and Obligations (as defined in the Partial Lease Assignment) is terminated pursuant to Section 10(b) of the Partial Lease Assignment, then those (and only those) AMULA Rights and Obligations shall automatically be deemed Additional Services hereunder.

2.3 Cooperation and Personnel.

(a) Each party will perform all obligations under this Agreement in good faith and use commercially reasonable efforts to cooperate with the other parties in all matters relating to the provision and receipt of the Transition Services in order to ensure and facilitate the provision to and receipt of the Transition Services by the Buyers.

(b) Without limiting Section 2.1 hereof, with respect to each Employment and Independent Contractor Contract that is a Glendale Contract, until the earlier of the expiration (without renewal) of such Employment and Independent Contractor Contract in accordance with its terms and the date, if any, upon which such Employment and Independent Contractor Contract is assumed pursuant to Section 2.14(b) of the Asset Purchase Agreement by one or both of the Buyers, the Sellers shall not terminate the employment of the counterparties to such Employment and Independent Contractor Contracts and the Sellers shall use their commercially reasonable efforts to cause each employee of the Sellers who is party to an Employment and Independent Contractor Contract that is a Glendale Contract to provide, for the benefit of and as directed by the Buyers, such services as such employee of the Sellers would be required to be provided to the Sellers under such Employment and Independent Contractor Contract. Notwithstanding anything herein to the contrary, during the Transition Period, each

such employee shall continue to be an employee of one of the Sellers and shall not be deemed an employee of either of the Buyers for any purpose.

2.4 Level of Transition Services.

(a) Each Seller shall use commercially reasonable efforts to provide, or cause to be made available, the Transition Services with respect to such Glendale Contracts and Additional Service Contracts to which it is a party in a timely, professional and workmanlike manner and exercising the same degree of care and skill as it exercised in performing the same or similar services for its own account prior to the Closing, with priority equal to that provided to its own businesses or those of any of its Affiliates or Subsidiaries; provided, however, that the Sellers shall not be liable under this Agreement for any failure of a third party in the provision of a Transition Service so long as Sellers shall have used commercially reasonable efforts to perform or cause such third party to perform in a manner consistent with the terms of the applicable Glendale Contract or Additional Service Contract and the standards by which such service is or was provided prior to the Closing Date; and provided, further, that the Sellers shall not be liable under this Agreement for failing to use commercially reasonable efforts to provide or cause to be made available Transition Services as set forth herein if such failure was the result of the Sellers' personnel performing the services in accordance with clear written instructions provided by the Buyers.

(b) To the extent that any third party Consent is required in order to effectuate the terms of this Agreement with respect to any Transition Service, the Sellers will use their commercially reasonable efforts to obtain such Consent. If such Consent is not obtained, the Buyers and Sellers will use their commercially reasonable efforts to enter into an alternative arrangement with respect to such Transition Service, including seeking relief from the Bankruptcy Court, to provide the Buyers with the benefits of such Transition Service.

(c) In the event that the Buyers reasonably determine that any third party has breached a Glendale Contract or an Additional Service Contract, the Sellers shall, at the Buyers' expense, co-operate with the Buyers in resolving any resulting dispute involving such Glendale Contract or Additional Service Contract, including taking all actions reasonably requested by the Buyers (after consultation with such Seller) to (i) prosecute any action or suit relating to such breach and (ii) use their commercially reasonable efforts to enter into an alternative arrangement with respect to the Transition Service provided pursuant to such Glendale Contract or Additional Service Contract. In the event that such third party pays any amount in settlement of such action or suit, such amount shall be for the account of the Buyers and shall be promptly remitted to the Buyers. Each Seller shall promptly notify the Buyers in writing of any actual or threatened material breach of a Glendale Contract or an Additional Service Contract of which such Seller may become aware from time to time.

2.5 Sharing of Information. The Sellers shall provide to the Buyers copies, as soon as practicable and in any event within two (2) Business Days of receipt, of all written correspondence and any other documents received from (i) counterparties under the Glendale Contracts and the Additional Service Contracts and (ii) any other Person or Governmental Entity, in each case, where such written correspondence or other documents relate to any Transition Service or a Glendale Contract or an Additional Service Contract. In addition, the Sellers shall

notify the Buyers, in writing and telephonically as soon as practicable and in any event within two (2) Business Days of receipt, of all oral or other communications and other documents received by the Sellers from (i) counterparties under the Glendale Contracts and the Additional Service Contracts and (ii) any other Person or Governmental Entity, in each case, where such oral or other communication or other documents relate to any Transition Service or such Glendale Contract or Additional Service Contract.

2.6 Received Payments; Credits, Deposits and Escrows.

(a) The Sellers agree to deliver to the Buyers as soon as practicable and in any event within two (2) Business Days of receipt, all revenues, receipts and payments received by the Sellers and which relate to the Glendale Contracts and Additional Service Contracts during the Transition Period.

(b) All deposits, credits, prepaid expenses, deferred charges, advanced payments, security deposits, escrowed funds, rights to refunds, offsets, set asides and prepaid items of the Sellers not previously transferred to the Buyers pursuant to the Asset Purchase Agreement and relating to the Glendale Contracts or Additional Service Contracts shall be maintained by Sellers in a manner consistent with past practice and shall be applied to and on behalf of the account of the Buyers with respect to such Glendale Contracts and Additional Service Contracts.

2.7 Force Majeure. Any failure or omission by a Seller in the performance of any obligation under this Agreement shall not be deemed a breach of this Agreement or create any liability to the Buyers, if the same arises from any cause or causes beyond the control of such Seller, including, but not limited to, the following, which, for purposes of this Agreement shall be regarded as beyond the control of each of the parties hereto: acts of God, fire, storm, flood, earthquake, governmental regulation or direction, acts of the public enemy, war, terrorism, rebellion, insurrection, riot, invasion, strike or lockout; provided, however, that such party shall resume performance whenever such causes are removed if the applicable time period for the provision of such services has not expired.

2.8 Termination of Transition Services.

(a) Notwithstanding any provision in this Agreement to the contrary, the Buyers shall have no obligation to renew or extend any Glendale Contract or Additional Service Contract pursuant to which a Transition Service is being provided that expires in accordance with its terms prior to June 30, 2010 (any such Glendale Contract or Additional Service Contract that expires in accordance with its terms and is not renewed or extended by the Buyers, an "Expired Contract"). From and after the date of expiration of an Expired Contract, (i) the Buyers shall have no obligation to pay any fees, costs or expenses relating to such Transition Service (other than amounts accrued prior to such expiration date), and (ii) the Sellers shall have no obligation to continue to provide such Transition Service to the Buyers pursuant to this Agreement.

(b) Notwithstanding any provision in this Agreement to the contrary, the Buyers shall have no obligation to continue to use any Transition Service provided under the

Glendale Contracts set forth on Schedule 2.14(d) to the Asset Purchase Agreement and may, by giving Sellers not less than 15 days' written notice, elect to stop receiving the Transition Services provided thereunder at the date and time specified in such notice. From and after the date specified in such notice, (i) the Buyers shall have no obligation to pay any fees, costs or expenses relating to such Transition Service (other than amounts accrued prior to such date), and (ii) the Sellers shall have no obligation to continue to provide such Transition Service to the Buyers pursuant to this Agreement.

(c) In the event that any Glendale Contract or Additional Service Contract is assumed pursuant to Section 2.14(b) of the Asset Purchase Agreement by one or both of the Buyers prior to the last day of the Transition Period, such Glendale Contract or Additional Service Contract shall, effective upon the assumption thereof by the Buyers, no longer be deemed a Glendale Contract or Additional Service Contract for purposes of this Agreement and no further Transition Services shall be provided by the Sellers and no further payments shall be made (other than amounts accrued prior to the date of such assumption or amounts to be remitted by the Sellers pursuant to Section 2.6(a)) with respect thereto.

ARTICLE III

COMPENSATION

3.1 Pricing. The Buyers shall pay to the Sellers a fee for each Transition Service equal to the fee, cost, rent or other amount (if any) required to be paid by the Sellers to the counterparty under the Glendale Contract and Additional Service Contract to which such Transition Service relates. In no event shall the fee charged to the Buyers for any Transition Service include any allocation of overhead costs (such as human resources, legal, and accounting) or other indirect costs; provided that Buyers shall pay any FICA or other payroll taxes associated with any Employment and Independent Contractor Contract.

3.2 Invoices and Payment.

(a) For each Glendale Contract and Additional Service Contract for which a Transition Service is then being provided, the Sellers shall provide to the Buyers no less than fifteen (15) Business Days in advance of when payment is due and payable under such Glendale Contract or Additional Service Contract, an invoice or such other documentation as is reasonably sufficient to identify such Transition Service, the amount required to be paid and the Glendale Contract or Additional Service Contract. From time to time upon request by the Buyers in respect of any Transition Service, the Sellers shall provide to the Buyers such further information in the Sellers' possession as the Buyers may reasonably request.

(b) The Buyers shall pay to the Sellers, or, upon written instructions from the Sellers to the Buyers, directly to the counterparties under the Glendale Contracts and the Additional Service Contracts, as and when due, all amounts owed for such Transition Services as reflected in the relevant invoices and other documentation provided by the Sellers pursuant to Section 3.2(a). If the Buyers in good faith dispute the accuracy or legitimacy of any charge or invoice, the Buyers shall promptly notify the Sellers of such dispute and the Buyers shall pay or procure the payment of any undisputed amount by the due date.

(c) As promptly as practicable and, in any event, within two (2) Business Days after the Sellers receive a payment from the Buyers pursuant to Section 3.2(b) with respect to any Transition Service, the Sellers shall pay such amount to the appropriate counterparty under the Glendale Contract or the Additional Service Contract with respect to which such Transition Service is provided.

3.3 Audit. During the Transition Period, the Sellers shall keep books and records of the Transition Services provided hereunder in the same detail and with the same accuracy as the Sellers keep their books and records as of the date hereof, but in no event less than as required by applicable Law. The Buyers shall have the right, upon reasonable notice during normal business hours and at Buyers' sole expense, to inspect and audit the books and records of the Sellers for the sole purpose of verifying the invoices delivered by the Sellers to the Buyers with respect to the Transition Services.

3.4 Taxes and Charges. The Buyers shall be responsible for and pay any federal, state or local sales or other tax, duty, charge or levy (and any related interest and penalties) imposed as a result of its receipt of the Transition Services or with respect to the payments due to the Sellers hereunder (other than the Sellers' income taxes with respect thereto).

ARTICLE IV

LIABILITY

4.1 Liability. (a) The Sellers shall not be liable to the Buyers for any damages or losses incurred or suffered by the Buyers with respect to the Transition Services, except for those damages and losses incurred or suffered by a Buyer arising from the willful misconduct or gross negligence of any Seller with respect to any Transition Service to be provided hereunder.

(b) The Buyers shall not be liable to the Sellers for any damages or losses incurred or suffered by the Sellers with respect to the Transition Services, except for those damages and losses incurred or suffered by a Seller arising from the willful misconduct or gross negligence of any Buyer with respect to the furnishing of any Transition Service to be provided hereunder.

4.2 Disclaimer of Warranty. SELLERS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIM ANY WARRANTIES WITH RESPECT TO THE NATURE OR QUALITY OF THE TRANSITION SERVICES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4.1) OR THE RESULTS THAT WILL BE OBTAINED BY USING OR APPLYING THE TRANSITION SERVICES.

4.3 Limitation on Damages. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS), WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO IT OR COULD HAVE BEEN REASONABLY FORESEEN BY IT AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR

OTHERWISE. SELLERS' LIABILITY FOR ANY CLAIM, LOSS OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE PROVISION OF TRANSITION SERVICES OR USE BY THE BUYERS OF ANY TRANSITION SERVICES, WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO OR ON BEHALF OF OR AT THE DIRECTION OF THE SELLERS BY THE BUYERS UNDER THIS AGREEMENT. The Sellers' entire liability and the Buyers' remedies under this Agreement shall be subject to the limitations contained in this Section 4.3.

ARTICLE V

TERM

5.1 Term. This Agreement shall become effective on the Closing Date and shall remain in force until the earlier of (i) June 30, 2010, and (ii) the date on which all Glendale Contracts have either (A) expired (without renewal), (B) been terminated with the consent of all parties thereto, or (C) been assumed by the Buyers pursuant to Section 2.14 of the Asset Purchase Agreement (the "Transition Period").

5.2 Partial Termination. In the event of any termination with respect to one or more, but less than all Transition Services, this Agreement shall continue in full force and effect with respect to any Transition Services not terminated thereby.

5.3 Survival. The provisions of Section 2.6, Articles III, IV and VI shall survive the termination of this Agreement.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement; Amendments. This Agreement and the other Transaction Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede and are in full substitution for any and all previous agreements, contracts, representations, warranties and conditions among the parties, whether written or oral with respect to such subject matter. No provision of this Agreement may be modified, supplemented, or amended except by a written instrument executed by each of the parties hereto.

6.2 Appendices. Each appendix delivered under the terms of this Agreement shall be in writing and shall constitute an integral part of this Agreement.

6.3 Assignment. Neither this Agreement nor any rights, duties or obligations under it are assignable (directly, indirectly, by operation of law, change of control or otherwise) by any party hereto without the prior written consent of the other parties, except that the Buyers may assign this Agreement and any of their rights, duties or obligations under this Agreement (i) to any Affiliate of one or both of the Buyers or the NHL, (ii) to any Person to which the Team Buyer sells or transfers the Team's NHL franchise (subject to NHL approval) or the Arena Buyer

sells or transfers the rights to operate and manage the Arena or (iii) at any time to any of their lenders or other financing sources for collateral security purposes, so long as, in the case of clause (iii), such assignment does not have a material adverse effect on the ability of the Buyers to consummate the transactions contemplated under this Agreement. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, each party hereto and its successors and permitted assigns.

6.4 Headings. The descriptive headings of the Articles, Sections and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

6.5 Counterparts; Facsimile/pdf Signatures. This Agreement may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Agreement by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Agreement.

6.6 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person that is not a party hereto, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.7 Notices. Unless otherwise specified herein, all notices, requests, demands, consents and other communications hereunder shall be transmitted in writing by personal service, Federal Express or other nationally recognized overnight courier or facsimile (with confirmation of successful transmission), shall be deemed to have been duly given when received by the intended recipient, and shall be addressed as follows:

if to any Seller:

Coyotes Hockey, LLC
Arena Management Group, LLC
c/o Coyotes Holdings, LLC
P.O. Box 1397
Tolleson, Arizona 85353
Telecopy: (602) 275-6417
Attention:

With a copy to:

Squire, Sanders & Dempsey LLP
40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004
Telecopy: (602) 253-8129
Attention: Thomas J. Salerno

if to any Buyer:

Coyotes Newco, LLC
Arena Newco, LLC
c/o National Hockey League
1185 Avenue of the Americas
New York, New York 10036
Telecopy: (212) 789-2030
Attention: William Daly

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Telecopy: (917) 777-3770 and (917) 777-2440
Attention: J. Gregory Milmoe, Esq. and Marc R. Packer, Esq.

or to such other address, facsimile number or person as either party shall have last designated by such notice to the other party.

6.8 Waivers. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the Buyers and the Sellers or, in the case of a waiver, by the party waiving compliance. No failure on the part of any party to exercise, or delay in exercising, any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

6.9 Representation By Counsel; Interpretation. The Sellers and Buyers each acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of Law or legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Buyers and Sellers.

6.10 Severability. If any term or provision of this Agreement is held invalid, unenforceable or contrary to Law, such term or provision shall be deemed to be severable from the other terms and provisions hereof, but only to the extent necessary to bring this Agreement within the requirements of Law, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein; provided, however, that if the party that would be adversely affected by such severance demonstrates that a material inducement to its entering into this Agreement would be materially impaired, such party shall be entitled to seek an adjudication that this Agreement should be terminated on that ground.

6.11 Governing Law; Jurisdiction; Jury Trial; Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to Contracts made and to be performed entirely in such state without

regard to principles of conflicts or choice of laws or any other Law that would make the Laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided, however, that, if the Bankruptcy Case is closed, all actions arising out of or relating to this Agreement shall be heard and determined in a state court or federal court in the City and State of New York, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties consent to service of process by mail (in accordance with Section 6.7) or any other manner permitted by law.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

6.12 Transaction Document. This agreement is a Transaction Document as defined in the Asset Purchase Agreement.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the parties hereto as of the date first written above.

COYOTES HOCKEY, LLC

By: _____
Name:
Title:

ARENA MANAGEMENT GROUP, LLC

By: _____
Name:
Title:

COYOTES NEWCO, LLC

By: _____
Name:
Title:

ARENA NEWCO, LLC

By: _____
Name:
Title:

APPENDIX A

GLENDALE CONTRACTS

Transition Service to be Provided

[TO COME]

TRANSFER OF CLAIM

This Transfer of Claim (this "Agreement"), dated as of the date set forth on the signature page hereto, is among the Transferor (as defined below) and the Transferee (as defined below).

_____, having a mailing address at _____ _____ ("Transferor"), for valuable consideration in the amount of $ _____ (the "Purchase Price"), does hereby assign and transfer to Coyotes Newco, LLC, having an address at _____ ("Transferee"), (i) all of Transferor's right, title, and interest in and to the prepetition claim or claims of Transferor against **Coyotes Hockey, LLC and/or Arena Management Group, LLC** (collectively with Dewey Ranch Hockey, LLC and Coyotes Holdings, LLC, "Debtors") in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the District of Arizona (the "Court") in the amount of $ _____ (the "Claim Amount"), (ii) all rights and benefits of Transferor relating to the aforesaid claim, including, without limitation, the proof of claim ("Proof of Claim"), if any, identified below and Transferor's rights to receive all interest, penalties, and fees, if any, which may be paid with respect to said claim or claims, and (iii) all cash, securities, instruments, and other property which may be paid or issued by Debtors in satisfaction of the said claim or claims (all such claims, rights, and benefits are hereinafter collectively referred to as the "Claim"). The Claim is based on amounts unconditionally owed to Transferor by Debtors as set forth below and this transfer shall be deemed an absolute and unconditional transfer of the Claim for the purpose of collection and shall not be deemed to create a security interest. Further, upon the transfer of its Claim, the Transferor waives and relinquishes all of its claims against the Debtors or any other third party with respect to the Claim.

Payment of the Purchase Price will be made not later than five (5) business days after the execution of this Agreement.

The transfer of a claim related to an executory contract is not intended to constitute or be deemed an assignment of the executory contract.

Transferor represents and warrants that (please check one):

( ) A Proof of Claim has not been filed in the Proceedings.

( ) A Proof of Claim in the amount of **$**_____ has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached hereto). If the Proof of Claim amount differs from the Claim amount set forth above, Transferee shall nevertheless be deemed the owner of that Proof of Claim and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Transferor further represents and warrants that the Claim is a valid, enforceable claim against the Debtors; no consent, approval, filing, or corporate, partnership, or other action is required as a condition to, or otherwise in connection with, the execution, delivery, and performance of this

Agreement by Transferor; this Agreement has been duly authorized, executed, and delivered by Transferor, and Transferor has the requisite power and authority to execute, deliver, and perform this Agreement; this Agreement constitutes the valid, legal, and binding agreement of Transferor, enforceable against Transferor in accordance with its terms; no payment or other distribution has been received by Transferor, or by any third party on behalf of Transferor, in full or partial satisfaction of, or in connection with the Claim; Transferor has not engaged in any acts, conduct, or omissions that might result in Transferee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; no payment has been received by Transferor, or by any third party claiming through Transferor, in full or partial satisfaction of the Claim; Transferor has not previously transferred, sold, or pledged the Claim to any third party, in whole or in part; Transferor owns and has title to the Claim free of any and all liens, security interests, or encumbrances of any kind or nature whatsoever; and there are no offsets or defenses that have been or may be asserted by or on behalf of Debtors or any other party to reduce the amount of the Claim or to impair its value.

Transferor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization or otherwise determining the amount distributable in respect of the Claim. Transferor acknowledges that, except as set forth in this Agreement, neither Transferee nor any agent or representative of Transferee has made any representation whatsoever to Transferor regarding the status of the Proceedings, the condition of Debtors (financial or otherwise) or any other matter relating to the Proceedings, the Debtors, or the Claim. Transferor represents that it has enough knowledge and experience in finance and business matters to evaluate the risks and merits of entering into this Agreement, is able to bear the economic risk of entering into this Agreement, has adequate information concerning the business and financial condition of Debtors and the status of the Proceedings to make an informed decision regarding entering into this Agreement and that it has independently, and without reliance on Transferee, and based on such information as Transferor has deemed appropriate (including, but not limited to, information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Agreement.

Transferor acknowledges that Transferee currently may possess and hereafter may come into possession of certain information concerning the Proceedings, the Debtors, or the Claim, which is not known to Transferor and which may be material to a decision to sell the Claim (the "Confidential Information"), that Transferor has determined to transfer the Claim notwithstanding Transferor's lack of knowledge of the Confidential Information, and that Transferee shall have no liability to Transferor, and Transferor hereby waives and releases any and all claims that it might have against Transferee with respect to the non-disclosure of the Confidential Information.

In the event the Claim is ultimately allowed in an amount in excess of the Claim Amount, Transferor shall be deemed to have sold to Transferee, and Transferee is deemed to have purchased, the entire Claim for the Purchase Price, and no further or additional amount shall be due from Transferee to Transferor.

Transferor hereby irrevocably appoints Transferee as its true and lawful attorney and authorizes Transferee to act in Transferor's stead, to demand, sue for, compromise, and recover all such

amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein transferred. Transferor grants unto Transferee full authority to do all things necessary to enforce the Claim and its rights thereunder pursuant to this Agreement. Transferor agrees that the powers granted by this paragraph are discretionary in nature and that Transferee may exercise or decline to exercise such powers at Transferee's sole option. Transferee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Transferor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the transfer of the Claim to Transferee and to cause any and all payments and distributions on account of the Claim to be made to Transferee, including, without limitation, the execution of appropriate transfer powers, corporate resolutions, and consents.

Transferor agrees to forward to Transferee all notices received from Debtors, the Court, or any third party with respect to the Claim transferred herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as Transferee may from time to time request. Transferor further agrees that any distribution received by Transferor on account of the Claim, whether in the form of cash, securities, instruments, or any other property, shall constitute property of Transferee to which Transferee has an absolute right, and that Transferor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days following receipt) deliver to Transferee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Transferee.

The Transferor and Transferee agree that this Agreement shall be valid and enforceable only if duly executed and delivered by the Transferor during the period commencing immediately following the Closing (as such term is defined in the Asset Purchase Agreement among Coyotes Hockey, LLC, Arena Management Group, LLC, Coyotes Newco, LLC and Arena Newco, LLC (the "APA")) and ending on the 60th day following the Closing Date (as defined in the APA).

The terms of this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, Transferor, Transferee, and their respective successors and assigns.

Transferor hereby acknowledges that Transferee may at any time further transfer the Claim, together with all right, title, and interest of Transferee in and to this Agreement. All representation and warranties made herein shall survive the execution and delivery of this Agreement and any such further transfer. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Agreement may be brought in any State or Federal court located in the State of New York, and Transferor consents to and confers personal jurisdiction over Transferor by such court or courts and agrees that service of process may be upon Transferor by mailing a copy of said process to Transferor at the address set forth in this Agreement, and in any action hereunder Transferor waives the right to demand a trial by jury.

If either party materially breaches any provision hereof, the non-breaching party must deliver to the breaching party written detailed notice of such breach as soon as practicable after becoming aware of such breach. If the breaching party fails to cure such breach within 30 calendar days of

receipt of such notice, the non-breaching party may seek any and all remedies available to such non-breaching party, including termination of this Agreement.

CONSENT AND WAIVER

Transferor hereby acknowledges and consents to all of the terms set forth in this Agreement, hereby waives its right to raise any objections to this Agreement and to the terms set forth herein, acknowledges that Transferee's execution and receipt of this Agreement (and receipt of a copy of this Agreement) constitute sufficient notice of the transfer of the Claim, and waives its right to receive notice pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedure.

IN WITNESS WHEREOF, the undersigned **Transferor** and **Transferee** have executed this Agreement on the date indicated.

Dated: _____ _____

TRANSFEROR

Dated: _____ _____

TRANSFEREE

DRAFT ~~9~~10/~~15~~29/2009

ASSET PURCHASE AGREEMENT

AMONG

COYOTES HOCKEY, LLC,

ARENA MANAGEMENT GROUP, LLC,

COYOTES NEWCO, LLC

AND

ARENA NEWCO, LLC

Dated ~~September~~November __, 2009

2 DeltaView comparison of pcdocs://nycsr01a/843714/19 and pcdocs://nycsr01a/861734/6a. Performed on 10/29/2009.

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Exhibit D	Form of Sale Order
Exhibit E	Form of Partial Lease Assignment Agreement
Exhibit F	Form of Transition Services Agreement
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is entered into as of ~~September~~November ___, 2009 by and among Coyotes Hockey, LLC, a Delaware limited liability company ("**Team Seller**"), Arena Management Group, LLC, a Delaware limited liability company ("**Arena Seller**" and with Team Seller, each a "**Seller**" and collectively, the "**Sellers**"), Coyotes Newco, LLC, a Delaware limited liability company ("**Team Buyer**"), and Arena Newco, LLC, a Delaware limited liability company ("**Arena Buyer**" and with Team Buyer, each a "**Buyer**" and collectively, the "**Buyers**").

RECITALS

A. Team Seller is engaged in the operation of a National Hockey League team currently known as the "Phoenix Coyotes" (the "**Team**").

B. Pursuant to the terms of that certain Arena Use and Lease Agreement (the "**AMULA**"), dated as of November 29, 2001, among Team Seller, Arena Seller, Glendale-101 Development, LLC, Coyote Center Development, LLC and the City of Glendale, Arena Seller manages and operates, and Team Seller uses, the multi-purpose facility in Glendale, Arizona currently known as Jobing.com Arena (the "**Arena**"), which serves as the home venue for the Team and provides a venue for other recreational, cultural, entertainment and sports events.

C. Sellers are debtors-in-possession under Title 11 of the United States Code, 11 U.S.C. §§ 101—1330 (the "**Bankruptcy Code**"), and filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on May 5, 2009, in the United States Bankruptcy Court for the District of Arizona (the "**Bankruptcy Court**") (Case Nos. 2:09-bk-09491-RTB and 2:09-bk-09495-RTB, which cases are being jointly administered with the Chapter 11 bankruptcy proceedings of Dewey Ranch Hockey, LLC (Case No. 2:09-bk-09488-RTBP) and Coyotes Holdings, LLC (Case No. 2:09-bk-09500-RTB) under Case No. 2:09-bk-09488-RTBP) (collectively, the "**Bankruptcy Case**").

D. The Buyers wish to purchase, acquire and assume from the Sellers, and the Sellers wish to sell, transfer and assign to the Buyers, pursuant to Sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities (each, as defined below), all in accordance with the terms and subject to the conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the exhibits attached hereto and the Schedules delivered under this Agreement, the following terms and their grammatical variations and correlatives shall have the following meaning:

~~"**2009-10 Season**" means the Team's 2009-10 NHL hockey season, including the pre-season, regular season and, if applicable, playoffs.~~

"**Action**" means any claim, action, cause of action, complaint, investigation, inquiry, suit or other proceeding before, or otherwise involving, any arbitrator, any Governmental Entity, any regulatory or self-regulatory body, the NHL or the AHL.

"**Added Contracts**" has the meaning set forth in Section 2.9(b).

"**Affiliate**" means a Person that, directly or indirectly, controls, is controlled by, or is under common control with, a specified Person. The term "**control**" (including, with correlative meaning, the terms "**controlling**," "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, of the power to direct or cause direction of the management and policies of a Person, whether through the ownership of voting Securities, by Contract, or otherwise.

"**Agreement**" means this Asset Purchase Agreement by and among Team Seller, Arena Seller, Team Buyer and Arena Buyer, as amended, restated or supplemented in accordance herewith from time to time, including all schedules and exhibits.

"**AHL**" means the American Hockey League, Inc.

"**AHL Collective Bargaining Agreement**" means the Collective Bargaining Agreement, effective September 1, 2000, between the AHL and the Professional Hockey Players'

Association, and any successor to such agreement, and any and all Contracts in effect from time to time that govern the overall relationship between the AHL and its players.

"**Allowable Unsecured Claims**" means unsecured claims by creditors against the Sellers properly submitted to the Bankruptcy Court in connection with the Bankruptcy Case prior to the applicable deadline for filing such proofs of claim. Notwithstanding anything to the contrary contained herein, except as set forth on Schedules 2.6(v) and 2.8(v) (other than those claims marked by an asterisk to indicate that the Buyers reserve the right to verify the amounts of such claims), the Buyers reserve the right in their sole discretion to challenge or contest whether any such unsecured claim submitted to the Bankruptcy Court constitutes an Allowable Unsecured Claim, including the amount of any such unsecured claim. The Buyers shall use their commercially reasonable efforts to promptly verify with the holders of such claims and the Creditors' Committee the amounts of those Allowable Unsecured Claims set forth on Schedules 2.6(v) and 2.8(v) that are marked by an asterisk (*).

"**AMULA**" has the meaning specified in Recital B.

"**Arena**" has the meaning specified in Recital B.

"**Arena Buyer**" has the meaning specified in the preamble.

"**Arena Cure Costs**" has the meaning set forth in Section 2.8(a)(vi).

"**Arena Seller**" has the meaning specified in the preamble.

"**Assumed Arena Liabilities**" has the meaning set forth in Section 2.7(a).

"**Assumed Contracts**" means, subject to Section 2.9, all Contracts set forth on Schedule 1.1(a).

"**Assumed Liabilities**" means the Assumed Arena Liabilities and the Assumed Team Liabilities, collectively.

"**Assumed Plans**" means the Employee Benefits Plans referenced in Sections 2.1(xvi) and 2.3(xiii).

"**Assumed Team Liabilities**" has the meaning set forth in Section 2.5(a).

"**Bankruptcy Case**" has the meaning specified in Recital C.

"**Bankruptcy Code**" has the meaning specified in Recital C.

"**Bankruptcy Court**" has the meaning specified in Recital C.

"**Bid Procedures Order**" means the Amended Order Approving Bid Procedures for Auction/Sale of Phoenix Coyotes National Hockey League Team and Related Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, entered by the Bankruptcy Court on August 13, 2009 (Docket No. 638).

"**Business**" means the operation of the Team and the Arena by the Sellers in the territory of Glendale, Arizona in which the Sellers currently operate.

"**Business Day**" means any day except Saturday, Sunday or any other day on which banks in the State of Arizona are permitted to be closed.

"**Buyer**" has the meaning specified in the preamble.

"**City**" means the City of Glendale, as the lessor under the AMULA.

"**Closing**" has the meaning specified in Section 4.1.

"**Closing Date**" has the meaning specified in Section 4.1.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Collective Bargaining Agreements**" mean, collectively, the AHL Collective Bargaining Agreement, the NHL Collective Bargaining Agreement and each other collective bargaining agreement listed on Schedule 1.1(b).

"**Consent**" means any approval, consent, waiver or comparable form of authorization that is required to be obtained from, and any notice that must be given to, any Person, other than the Bankruptcy Court, any Governmental Entity or the NHL or under the NHL Rules, with respect to any Assumed Contract in order that the Buyers shall be entitled to enjoy the

rights and benefits under such Assumed Contract following consummation of the transactions contemplated hereunder.

"**Contract**" means any agreement, arrangement, bond, commitment, contract, franchise, indemnity, indenture, lease, license, understanding or other instrument of any kind, whether oral or written, to which a Seller is a party or its respective assets or properties are subject or to which Holdings is a party that affects or involves the Team, the Arena or any other assets of a Seller.

"**Creditors' Committee**" means the official committee of unsecured creditors appointed in the Bankruptcy Case.

"**Cure Costs**" means the Arena Cure Costs and the Team Cure Costs, collectively.

"**Employee Benefit Plan**" means (i) any employee benefit plan, program or arrangement within the meaning of Section 3(3) of ERISA maintained or contributed to, or required to be maintained or contributed to, by a Seller for the benefit of any current or former employees, agents, directors or independent contractors of the Seller, or with respect to which the Seller may have any liability or (ii) any similar employment, severance or other agreement, arrangement or policy (whether written or oral) maintained or contributed to, or required to be maintained or contributed to, by a Seller for the benefit of any current or former employees, agents, directors or independent contractors of the Seller providing for insurance coverage (including self-insured arrangements), workers' compensation, disability benefits, supplemental unemployment benefits, vacation benefits, fringe benefits, or retirement benefits, or for profit sharing, deferred compensation, bonuses, stock options, stock appreciation or other forms of incentive compensation or post-retirement insurance, compensation or benefits.

"**Employment and Independent Contractor Contracts**" means all NHL Standard Player's Contracts and all other employment or independent contractor Contracts, including such Contracts with front office executives, coaches, players, general managers, scouts, trainers and announcers.

"**Encumbrance**" means any mortgage, deed of trust, deemed trust, security interest, pledge, hypothecation, lien, charge, encumbrance, encroachment, easement, adverse claim, title defect, restrictive covenant or other document of record, or comparable restriction of any kind.

"**Environment**" means the waters of the United States, the waters of any state, the waters of the contiguous zone and the ocean waters, and any other surface water, groundwater, drinking water, water supply, land surface, subsurface, subsurface strata, soil or air or atmosphere

within the United States or under the jurisdiction of the United States, any Governmental Entity, or within the jurisdiction of Environmental Laws.

"**Environmental Contamination**" means the presence of one or more Hazardous Materials in the Environment at greater concentrations than is allowed by Environmental Laws.

"**Environmental, Health or Safety Liabilities**" means any cost, damages, expense, Liability, or other responsibility arising from or under any Environmental Laws or Occupational Health and Safety Law.

"**Environmental Laws**" means any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 11001, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq.; the Clean Air Act, 42 U.S.C. §§ 7401, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §§ 3251, et seq.; and any other federal, state, and local laws and regulations relating to pollution or the environment (including ambient air, surface water, groundwater, land surface, or sub-surface strata), including laws and regulations relating to emissions, discharges, releases, or threatened releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials. Any reference in this definition of the Environmental Laws to statutory or regulatory sections shall be deemed to include any amendments thereto and any successor sections.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Excluded Arena Assets**" has the meaning specified in Section 2.4.

"**Excluded Arena Liabilities**" has the meaning specified in Section 2.8.

"**Excluded Assets**" means the Excluded Arena Assets and the Excluded Team Assets, collectively.

"**Excluded Team Assets**" has the meaning specified in Section 2.2.

"**Excluded Team Liabilities**" has the meaning specified in Section 2.6.

"**Existing Consent Agreement**" means the Consent Agreement, dated September 27, 2006, by and among the National Hockey League, Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Vicki Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC, Steven M. Ellman, SUB Investment, LLC, The Jerry and Vickie Moyes Family Trust, dated December 11, 1987, Westgate Investments, Westgate Signage, LLC, Wayne Gretzky, James Wikert, John A. Breslow, John A Breslow Rollover IRA, Lake Street Leasing Corp., Barry Handwerker and Garry Handwerker.

"**Final Order**" means a Sale Order or other Order of the Bankruptcy Court, in each case in form and substance acceptable to the Buyers in their sole discretion, as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

"**Glendale Contracts**" has the meaning specified in Section 2.14(a).

"**Glendale Team Sale**" means any Team Sale in which the purchaser commits for a period of time to operate the Team in Glendale, Arizona and having such other terms and conditions as the Buyers, in their sole discretion, may agree, including, without limitation, a purchase price that does not result in a Net Profit.

"**Governmental Entity**" means any United States, Canadian or other foreign government, or any agency, bureau, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"**Hart-Scott-Rodino Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the related regulations and published interpretations.

"**Hazardous Activity**" means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Material into the Environment and any other act, business, operation or thing that constitutes a threat of Release, or poses an unreasonable risk of harm to any Person or property or the Environment.

"**Hazardous Materials**" means substances that are defined or listed in, or otherwise classified under, any applicable Laws as "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitibility, corrosivity, reactivity, carcinogenicity, reproductive toxicity or "EP toxicity," and petroleum and drilling fluids, radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, transformers or other equipment that contain polychlorinated biphenyls and radon gas, produced waters and other wastes associated with the exploration, development, or production of crude oil, natural gas or geothermal energy.

"**Holdings**" means Coyotes Holdings, LLC, a Delaware limited liability company that owns 100% of the outstanding membership interests in Arena Seller and 91.79% of the outstanding membership interests in Team Seller.

"**Home Game**" shall mean each pre-season, regular season and playoff game of the Team and any NHL All-Star game held at the Team's home arena, which is currently the Arena.

"**Indebtedness**" means indebtedness for borrowed money, including obligations evidenced by notes, bonds, debentures or similar instruments and any interest thereon and any fees or costs associated therewith.

"**Intellectual Property**" means any ownership or licensed rights in, to and under any (i) United States or foreign patents, (ii) technology or software (including data and related documentation), (iii) trademarks, service marks, trade names, trade dress, trade secrets, logos, symbols, emblems, corporate names, domain names and all goodwill associated with any of the foregoing (including the names "Phoenix Coyotes" and "Jobing.com Arena"), (iv) registered or unregistered copyrights, (v) any rights of publicity and/or (vi) other comparable intellectual property rights, including, in each case, any registrations, renewals or applications with any Governmental Entities pertaining thereto.

"**IRS**" means the United States Internal Revenue Service or any successor entity.

"**Knowledge**" of any matter or fact means an individual's actual awareness of that matter or fact, and the "Knowledge of the Sellers" and similar expressions shall mean the Knowledge of Earl Scudder and any person who has been a senior officer of either Seller from September 1, 2008 to the Closing, including without limitation Jerry Moyes, Doug Moss, Michael Nealy, Wayne Gretzky, Michael Bucek, Steve Weinreich, Jim Foss and each Seller's president, vice president, controller, general counsel and general manager.

"**Law**" means any law, code, statute, common law, rule, regulation, order, ordinance, judgment, decree, writ, injunction or directive of, or binding settlement with, any Governmental Entity.

"**League Contracts**" means Contracts entered into by the NHL on behalf of or that bind all Member Clubs.

"**Liability**" means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, or due or to become due).

"**Material Adverse Effect**" means any fact, event, circumstance or condition that has, or would have, a material adverse effect on (A) the Purchased Assets, the Assumed Liabilities, or the business, operations, financial condition or prospects of a Seller or (B) the ability of a Seller to consummate the transactions, and perform its obligations, hereunder.

"**Material Contract**" means any Contract that:

(i) imposes or will impose an obligation on a Seller to pay or repay, or entitles a Seller to receive, an amount in cash, goods, services or materials of $50,000 or more in the aggregate;

(ii) has a term beyond June 30, 2010 and is not terminable at will by a Seller;

(iii) materially restricts the ability of a Seller to conduct its business;

(iv) provides for the extension of credit to a Seller or for a bond, guaranty or indemnity by or to a Seller other than in the ordinary course of business, or pursuant to which a Seller is required to be a secondary-obligor (or surety) or otherwise be responsible or liable (whether primarily, jointly or secondarily) for the obligations or debts of any other Person other than as entered into in the ordinary course of business;

(v) relates to a joint venture or partnership in which a Seller is participating as partner or joint venturer or that otherwise involves a sharing of profits with a third party or which creates any joint venture governing the title, use, acquisition or disposition of any assets of a Seller;

(vi) is for the purchase or other acquisition or the sale or other disposition of any material assets of a Seller, other than in the ordinary course of business;

(vii) relates to the transmission or broadcast, through any medium of communications, of games of the Team and/or other Team-related activities;

(viii) is an NHL Agreement;

(ix) affects the ownership of, title to, use of, or any interest in real estate or other material assets of a Seller, including leases and subleases of real property or other material assets of a Seller;

(x) relates to the development, construction or use of the Arena, including the financing thereof and parking thereat, but other than, subject to clause (i) above, any Arena event use agreement made in the ordinary course of business;

(xi) is a licensing or royalty agreement or other agreement or commitment with respect to Intellectual Property other than, subject to clause (i) above, any Team or Arena sponsorship, marketing or advertising agreements made in the ordinary course of business and any "off-the-shelf" software;

(xii) is an agreement with any minor league affiliate, including any player development Contract;

(xiii) is a concession agreement relating to the sale of food, beverage or merchandise at events held at the Arena, including Home Games;

(xiv) is a ticketing services agreement relating to sales of tickets to events held at the Arena, including Home Games;

(xv) is entered into in connection with the settlement of any legal proceeding;

(xvi) relates to the adjacent property known as the Westgate City Center; or

(xvii) is otherwise material to the operation of either Seller's business as presently conducted or anticipated to be conducted.

Notwithstanding the foregoing, "Material Contracts" excludes Employment and Independent Contractor Contracts, Employee Benefit Plans and League Contracts.

"**Member Club**" means a professional hockey club that is designated as being a member club of the NHL under the NHL Constitution and holding a franchise from the NHL for the operation of a hockey club in a specified city.

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

"**Multiemployer Plan**" means each Employee Benefit Plan set forth on Schedule 1.1(c) in effect on the date hereof in which any current or former employee of a Seller is eligible to participate pursuant to a Collective Bargaining Agreement or NHL Rules.

"**Net Profit**" means the aggregate consideration received by the Buyers or any direct or indirect parent entity of the Buyers upon consummation of a Team Sale, less (i) the aggregate consideration paid by the Buyers pursuant to Sections 3.1(a) – (~~c~~b) of this Agreement, including the amount of all Assumed Liabilities (including, for the avoidance of doubt, all Assumed Liabilities relating to Indebtedness owed by the Sellers to the NHL and SOF and Cure Costs with respect to Assumed Contracts, including the AMULA and the Glendale Contracts, to the extent they become Assumed Contracts in accordance with Sections 2.12 and 2.14, respectively), less (ii) the aggregate amount paid by the Buyers for Purchased Claims pursuant to Section ~~3.4~~,8.4, less (iii) any additional amounts invested in, or loaned to or paid on behalf of, the Buyers by the NHL or any NHL Entity or any Affiliates thereof, including any interest charged thereon, during the period between the Closing Date and the consummation of such Team Sale, net of any amounts returned by way of loan repayment, dividend or distribution to the NHL or any NHL Entity or any Affiliates thereof, less (iv) the aggregate amount reasonably expected to be paid by the Buyers under the Transition Services Agreement during the period between the consummation of such Team Sale and June 30, 2010 with respect to any Glendale Contracts that, prior to the consummation of such Team Sale, have not either expired (without renewal), been terminated with the consent of all parties thereto or become Assumed Contracts in accordance with Section 2.14, less (v) any Indebtedness of the Buyers not included in clause (iii) above that is outstanding at the time of consummation of such Team Sale and is not assumed by the purchaser in such Team Sale, less (~~v~~vi) fees and expenses (including attorneys' and accountants' fees and expenses) incurred by the NHL or the Buyers in connection with such Team Sale, not to exceed $1,000,000. For the avoidance of doubt, the calculation of Net Profit shall not include (x) any relocation fees or other payments made directly to the NHL or to the Member Clubs in connection with any Team Sale, (y) more than $2,000,000 in fees and expenses (including attorneys' and experts' fees and expenses) incurred by the Buyers, the NHL and any NHL Entity or Affiliate thereof in connection with the Bankruptcy Case or this Agreement, or (z), notwithstanding clause (y) above, any fees and expenses (including attorneys' and experts' fees

and expenses) incurred by the Buyers, the NHL or any NHL Entity or Affiliate thereof in connection with litigation that is not directly related to the Bankruptcy Case or this Agreement (including, without limitation, any litigation based on alleged antitrust violations).

"**NHL**" means the National Hockey League, a joint venture organized as an unincorporated association not for profit, and any successor thereto. References herein to "NHL" shall be deemed to include, where appropriate from the context, (i) each of the component parts or offices of the NHL, including the NHL Board of Governors, the Chairman of the NHL Board of Governors, the NHL Commissioner, the Office of the Commissioner of the NHL, the Executive Committee of the NHL Board of Governors, any other committee, body or offices duly created by the NHL Board of Governors or the NHL Commissioner from time to time, and the Member Clubs collectively, and (ii) related entities owned directly or indirectly by all of the Member Clubs.

"**NHL Agreements**" means all Contracts between the NHL or any Affiliate thereof, on the one hand, and Team Seller or Holdings, on the other hand, including that certain (i) License Agreement (United States) between Team Seller (together with other Member Clubs) and NHL Enterprises, L.P. and (ii) License Agreement (Canada) between Team Seller (together with other Member Clubs) and NHL Enterprises, L.P.; provided, however that each of (A) the Existing Consent Agreement and (B) the Moyes Guaranty ~~by Coyotes Holdings MemberCo, LLC, Coyotes Holdings, LLC, Arena Management Group, LLC, Jerry C. Moyes, Vickie Moyes, The Jerry and Vickie Moyes Family Trust, in favor of the National Hockey League, dated as of September 27, 2006,~~ shall not be deemed "NHL Agreements".

"**NHL Board of Governors**" means the Board of Governors of the NHL, as established under the NHL Constitution, and any successor chief governing body of the NHL that may be later established.

"**NHL By-Laws**" means the By-Laws of the NHL, as adopted under the NHL Constitution, as the same may be amended from time to time.

"**NHL Collective Bargaining Agreement**" means that certain Collective Bargaining Agreement, effective September 16, 2004 through September 15, 2011, between the NHL and the NHLPA, and any successor to such agreement, and any and all Contracts, memoranda of understanding or other instruments in effect from time to time that govern the overall relationship between the NHL and its players.

"**NHL Commissioner**" means the person designated as Commissioner of the NHL from time to time or, in the absence of an NHL Commissioner, any person or entity succeeding to the powers and duties of the NHL Commissioner under the NHL Constitution.

"**NHL Consent Agreement**" means a written consent for the approval of the transfer of the franchise to Team Buyer pursuant to the NHL Rules.

"**NHL Constitution**" means the Constitution of the NHL, as adopted by the Member Clubs, as the same may be amended from time to time, and any and all actions taken thereunder, including all bulletins, guidelines, policies, directives and decisions issued by the NHL Commissioner.

"**NHL Entities**" means entities jointly owned by all Member Clubs, including NHL Enterprises, L.P., NHL Enterprises, Inc., NHL Enterprises Canada, L.P., National Hockey League Enterprises Canada, Inc., NHL Enterprises B.V. and Intra-Continental Ensurers.

"**NHL Guaranty**" means a guaranty executed in favor of the NHL as required by the NHL Rules.

"**NHL Obligations**" means obligations with respect to (i) the Indebtedness of Team Seller pursuant to the Secured Credit Agreement, dated February 24, 2009, by and between Team Seller and the NHL, (ii) the Indebtedness of the Sellers pursuant to the debtor-in-possession financing provided by the NHL, and (iii) the Liabilities set forth in Schedule 1.1(d).

"**NHLPA**" means the National Hockey League Players Association and any successor organization thereto.

"**NHL Resolutions**" means the resolutions of the NHL Board of Governors, as adopted from time to time.

"**NHL Rules**" means (i) the NHL Constitution, (ii) the NHL By-Laws, (iii) the governing documents of each of the NHL, the NHL Entities and any NHL Member Clubs, (iv) all other existing or future rules, regulations, interpretations, memoranda, procedures, directives, policies, guidelines and resolutions of each of the NHL and the NHL Entities, (v) the NHL Collective Bargaining Agreement, the Collective Bargaining Agreement between the NHL and the National Hockey League Officials' Association and all other agreements, consent agreements, decrees, cooperation agreements and settlement agreements presently or hereafter in effect or entered into between or among the NHL or any NHL Entity or Entities, on the one hand, and the NHL Member Clubs generally, on the other hand, or any NHL Entity or Entities and/or the NHL Member Clubs generally, on the one hand, and other persons, on the other hand, in furtherance of the NHL's (or any NHL Entity's) business or interests or as otherwise authorized, directly or indirectly, by the NHL Board of Governors, the NHL Commissioner, the applicable NHL Entity, the NHL Constitution or the NHL By-Laws, (vi) the NHL Resolutions, and (vii) the NHL

Commissioner's interpretation of, opinions concerning, and the custom and practice under, any of the foregoing, all as may be amended from time to time.

"**NSC**" has the meaning specified in Section 2.1(ix).

"**Occupational Health and Safety Law**" means any Law designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, including the Occupational Safety and Health Act, and any program, whether governmental or private, designed to provide safe and healthful working conditions.

"**Order**" means any decree, injunction, judgment, order, ruling, binding settlement agreement or writ entered, issued or rendered by any arbitrator or Governmental Entity.

"**ordinary course of business**" and all similar expressions means in the ordinary course of the applicable Seller's business consistent with past custom and practice (including with respect to quantity and frequency).

"**Partial Lease Assignment Agreement**" has the meaning specified in Section 2.12(a).

"**Permit**" means any approval, authorization, consent, qualification, registration, license, permit, franchise, certificate of authority or occupancy or order, or any waiver of the foregoing, required to be obtained from or issued by, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Entity or the NHL or under the NHL Rules, including the NHL Consent Agreement.

"**Permitted Encumbrance**" means any Encumbrance (i) listed on Schedule 1.1(e) that is a matter of record on any leased real property that is a Purchased Asset or (ii) constitutes a lien for Taxes not yet due and payable.

"**Person**" means an individual or any corporation, limited liability company, partnership, association, trust or other entity or organization, including a Governmental Entity.

"Post-Closing Tax Period" means any Tax Period beginning after the end of the Closing Date and, with respect to any period beginning on or before the Closing Date and ending after the Closing Date, the portion of such period beginning after the end of the Closing Date.

"**Pre-Closing Tax Period**" means any Tax period ending on or before the end of the Closing Date and, with respect to any Tax period beginning on or before the Closing Date and ending after the Closing Date, the portion of such period ending on the end of the Closing Date.

"**Preferred Glendale Team Sale**" means a Glendale Team Sale meeting the requirements set forth in Section 2.12(d).

"**Purchased Arena Assets**" has the meaning specified in Section 2.3.

"**Purchased Assets**" means the Purchased Arena Assets and the Purchased Team Assets, collectively.

~~"~~"**Purchased Claims**~~"~~ " has the meaning specified in Section ~~3.4.~~8.4.

"**Purchased Team Assets**" has the meaning specified in Section 2.1.

"**Release**" means any release, spill, emission, leak, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching, or migration on or into the indoor or outdoor environment or into or out of any property.

"**Representatives**" shall mean a party's Affiliates and its and its Affiliate's directors, officers, employees, agents and direct and indirect investors (including attorneys, accountants, consultants, lenders and financial advisors).

"**Sale Hearing**" means the hearing conducted by the Bankruptcy Court to approve the Sale Motion.

"**Sale Motion**" means the motion or motions filed pursuant to the provisions of Sections 363 and 365 of the Bankruptcy Code to obtain the Sale Order.

"**Sale Order**" means an Order of the Bankruptcy Court, which Order shall be in form and substance acceptable to the Buyers, in their reasonable discretion, and substantially in the form attached hereto as Exhibit D, (i) approving, and authorizing the Sellers to consummate, this Agreement and the transactions contemplated hereby (including the sale of the Purchased Assets to the Buyers free and clear of all Encumbrances except the Permitted Encumbrances and the assumption and assignment of the Assumed Contracts); (ii) declaring or confirming that the Commissioner of the NHL or his designees have the sole right to operate and control the operations of the Team, effective immediately upon entry by the Bankruptcy Court of such Sale

Order; (iii) determining (or establishing a procedure to finally determine, prior to the Closing Date) the Cure Costs for the Assumed Contracts as of the Closing Date; (iv) authorizing the assumption by the Sellers, and then their assignment to the Buyers, of the Assumed Contracts in accordance with Section 365 of the Bankruptcy Code; (v) providing that the Buyers are not the successors to the Sellers of their respective bankruptcy estates by reason of any theory of law or equity and that the Buyers have not assumed any Liability of the Sellers or their bankruptcy estates except as otherwise expressly provided in this Agreement; (vi) providing that the Assumed Contracts are transferred and assigned at Closing to the Buyers and that such Assumed Contracts will remain in full force and effect in accordance with their respective terms and notwithstanding any provisions in any such Assumed Contracts that prohibit, restrict or condition such assignment or transfer; (vii) providing that the Buyers have no obligation to pay any Liabilities of the Sellers of any kind, except as expressly provided in this Agreement; (viii) finding that notice of the Sale Motion, and any opportunity to object, was properly served by the Sellers on all known creditors of the Sellers; (ix) finding that the Buyers are good faith purchasers within the meaning of Section 363(m) of the Bankruptcy Code; (x) confirming that the Buyers may accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale) in their sole discretion, notwithstanding any higher or better offer or indication of interest that would result in a relocation of the Team and that no party other than the City shall have standing to object or otherwise challenge the Buyers' decision to accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale); (xi) authorizing the Sellers to enter into the Transition Services Agreement and the Partial Lease Assignment Agreement and determining that such agreements are enforceable against any counterparty to a Glendale Contract or the AMULA that has not objected to the Sale Order; (xii) providing for the Bankruptcy Court to retain jurisdiction for purposes of resolving any dispute with respect to the determination of Net Profit (including determining the appropriateness of any relocation fee); and (xiii) providing such other and further relief as reasonably requested by the Buyers.

~~"**Second Closing Date**" has the meaning specified in Section 3.1(c).~~

"**Securities**" means any and all debt and equity securities and other ownership interests in whatever form, whether certificated or uncertificated, including common stock, preferred stock or other capital stock, membership, partnership or participation interests or units, and notes, bonds, debentures or other similar debt instruments, including any securities, warrants, options or rights convertible into or exercisable for any of the foregoing.

"**Seller**" has the meaning specified in the preamble to this Agreement.

"**Service Termination Date**" has the meaning specified in Section 2.14(d).

"**SOF**" means SOF Investments, L.P.

"**SOF Indebtedness**" means the Indebtedness and other obligations of the Sellers pursuant to, collectively, (i) the Credit Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC, and SOF Investments, L.P., as amended; (ii) Pledge Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.; (iii) Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.; (iv) Trademark Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.; (v) COA Account Control Agreement, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, SOF Investments, L.P. and Wells Fargo Bank, N.A.; and (vi) Leasehold Deed of Trust by, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, First American Title Insurance Company and SOF Investments, L.P.

"**Subsidiary**" means, (i) a corporation, at least 50% of the total voting power of shares of stock, other equity interest or other shares of beneficial interest entitled (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) to vote in the election of directors, managers or trustees of such corporation or generally entitled to share in the profits or capital of such legal entity is at the time owned or controlled, directly or indirectly, by a Seller or one or more of the other Subsidiaries of a Seller or a combination of a Seller and/or Subsidiaries thereof, or (ii) a partnership, limited liability company, association, joint venture or other business entity (other than a corporation), at least a majority of the partnership, joint venture or other similar ownership interest of such entity is at the time owned or controlled, directly or indirectly, by a Seller or a combination of a Seller and/or Subsidiaries thereof.

"**Tax**" or "**Taxes**" means (i) any and all United States federal, state, local and Canadian or other foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, additions or additional amounts imposed with respect to such amounts; and (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of (a) being a member of an affiliated, consolidated, combined or unitary group for any period, (b) being a transferee of or successor in interest to any person or entity or (c) an express or implied obligation to any Person.

"**Tax Proceeding**" has the meaning specified in Section 8.1(c).

"**Tax Return**" means a return (including any information return), report, statement, schedule, notice, form or other document or information required to be supplied to a Governmental Entity in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement or compliance

with any Law relating to any Tax, including, where permitted or required, combined or consolidated returns for any group of entities that includes any Affiliate.

"**Team**" has the meaning specified in Recital A.

"**Team Buyer**" has the meaning set forth in the preamble.

"**Team Cure Costs**" has the meaning set forth in Section 2.6(a)(vi).

"**Team Sale**" means the direct or indirect sale, transfer or other disposition of the Team to an unaffiliated third party, whether pursuant to a merger, consolidation, reorganization, share exchange, transfer of equity securities or disposition of all or substantially all of the assets of the Team Buyer.

"**Team Seller**" has the meaning set forth in the preamble.

"**Termination Date**" has the meaning specified in Section 10.1(e).

"**Transaction Documents**" means this Agreement and each other agreement or instrument contemplated to be executed and delivered by one or more of the parties pursuant hereto.

"**Transaction Taxes**" has the meaning specified in Section 8.1(b).

"**Transferred Employees**" has the meaning specified in Section 8.2(a).

"**Transition Services Agreement**" has the meaning specified in Section 2.14(c).

"**Valuation Expert**" has the meaning specified in Section 3.2.

1.2 Interpretation. For all purposes of this Agreement, except as otherwise expressly provided:

(a) the terms defined in this Article I have the meanings assigned to them in this Article I and include the plural as well as the singular;

(b) all references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Agreement;

(c) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms;

(d) the words "herein," "hereof," "hereby," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision;

(e) the words "include," "including" and other words of similar import mean "include, without limitations" or "including, without limitation," regardless of whether any reference to "without limitation" or words of similar import is made; and

(f) whenever the word "Dollar" or the symbol "$" is used herein, it shall refer to United States dollars unless otherwise specified.

ARTICLE II

THE PURCHASE AND SALE OF ASSETS;
ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Purchased Team Assets. Subject to entry of the Sale Order by the Bankruptcy Court and the terms and conditions set forth in this Agreement, at the Closing, the Team Buyer shall purchase, acquire and accept from the Team Seller, and the Team Seller shall sell, transfer, assign, convey and deliver to the Team Buyer, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the Purchased Team Assets. "**Purchased Team Assets**" shall mean all of the Team Seller's right, title and interest (including indirect and other forms of beneficial ownership) in the properties, assets and rights of every kind and nature related to the operation of the Team, whether tangible or intangible, real or personal and wherever located and by whomever possessed, including the following, but excluding the Excluded Team Assets and the Purchased Arena Assets:

(i) the Team's NHL franchise and the Team Seller's membership rights in the NHL and all other rights, privileges and benefits incidental thereto or otherwise granted to a Member Club by the NHL, including the Team Seller's right to receive amounts payable to the Team Seller by the NHL pursuant to NHL Rules or the NHL Collective Bargaining Agreement (e.g., league-wide television revenues generated

by the NHL and distributions under the NHL's Player Compensation Cost Redistribution System);

(ii) all rights of the Team Seller under the Assumed Contracts to which the Team Seller is a party or to which assets of the Team Seller are subject;

(iii) all of the Intellectual Property of the Team Seller;

(iv) all goodwill, telephone numbers, facsimile numbers and e-mail addresses of the Team Seller;

(v) all tangible personal property of the Team Seller used in the operation of the Team, such as machinery, equipment, furniture and fixtures, supplies, motor vehicles, computers and computer software (subject to the terms of any lease or license agreement in effect with respect to the foregoing), including training room supplies, exercise and fitness equipment, audio-visual equipment, uniforms, skates, protective equipment, medical equipment, hockey sticks, pucks, office supplies and water coolers;

(vi) the Team Seller's inventory of Team novelties, souvenirs and other resale items on hand as of the Closing Date;

(vii) all receivables of the Team Seller as of the Closing Date;

(viii) the Team Seller's ownership or membership interests in all NHL Entities;

(ix) the Team Seller's equity interests in 3051349 Nova Scotia Company, a Nova Scotia unlimited liability company ("**NSC**");

(x) all insurance benefits, including rights and proceeds, arising from or related to the Purchased Team Assets or the Assumed Team Liabilities prior to the Closing;

(xi) all sales data, ticketholder lists, supplier lists and advertising, marketing and promotional materials relating to the Team;

(xii) the Team Seller's ownership interest in all copyrighted broadcasts of Team games and other Team-related programming;

(xiii) the books and records of the Team Seller and any predecessor entity;

(xiv) the Team Seller's interest in all leasehold improvements in premises occupied by the Team Seller;

(xv) all Permits used in the operation of the Team, to the extent transferable;

(xvi) the Employee Benefit Plans of the Team Seller set forth on Schedule 2.1(xvi) and the assets and rights of the Team Seller thereunder, and the rights and assets of the Team Seller under Multiemployer Plans administered or sponsored by the NHL for the benefit of Member Clubs, including the right to have Transferred Employees continue to participate therein;

(xvii) all rights of the Team Seller under or pursuant to all warranties (express or implied), representations or guarantees provided by third parties relating to any of the other Purchased Team Assets;

(xviii) all deposits, credits, prepaid expenses, deferred charges, advanced payments, security deposits, escrowed funds, rights to refunds, offsets, set asides and prepaid items relating to the Purchased Team Assets or Assumed Team Liabilities;

(xix) all bank accounts, safety deposit boxes, lock boxes and the like of the Team Seller;

(xx) all Actions pending or threatened by, or available to, Team Seller against the Buyers, the NHL, any NHL Entity, any Member Club, and any of their respective Affiliates and Representatives of any nature whatsoever, whether choate or inchoate, known or unknown, contingent or otherwise, other than claims solely to enforce the provisions of this Agreement and the other Transaction Documents; and

(xxi) all claims and causes of action of the Team Seller and its bankruptcy estate against third parties to enforce rights, including indemnification and offset rights, related to any of the other Purchased Team Assets.

2.2 Excluded Team Assets. Nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Team Assets to the Team Buyer, and the Team Seller shall retain all right, title and interest to, in and under the Excluded Team Assets. "**Excluded Team Assets**" shall mean the following assets of the Team Seller:

(i) all cash, cash equivalents and marketable securities of the Team Seller other than as described in Section 2.1(xviii);

(ii) all rights of the Team Seller under Contracts that are not Assumed Contracts, including the Contracts set forth on Schedule 2.2(ii) and the Glendale Contracts unless and until they become Assumed Contracts;

(iii) all defenses, claims, counter-claims, rights of offset and other Actions against any Person asserting or seeking to enforce any Excluded Team Liability against the Team Seller;

(iv) any rights of the Team Seller under this Agreement;

(v) any avoidance Actions, including, but not limited to, Actions under Chapter 5 of the Bankruptcy Code;

(vi) any income Tax refunds or credits arising out of the operation of the Team prior to the Closing Date;

(vii) the Actions of the Team Seller against (x) The Pennsylvania State University and (y) the National Lacrosse League;

(viii) any books and records related to the Team Seller's employees that are not being hired by the Team Buyer at or after the Closing, the transfer of which would conflict with any confidentiality or privacy obligations of the Team Seller under applicable Law; and

(ix) the ownership interest of the Team Seller in any other Person, including Arizona Lacrosse, LLC, Coyotes Charities and Dewey Ranch Hockey, LLC, but excluding NSC and the NHL Entities.

2.3 Purchase and Sale of the Purchased Arena Assets. Subject to entry of the Sale Order by the Bankruptcy Court and the terms and conditions set forth in this Agreement, at the Closing, the Arena Buyer shall purchase, acquire and accept from the Arena Seller, and the Arena Seller shall sell, transfer, assign, convey and deliver to the Arena Buyer, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the Purchased Arena Assets. "**Purchased Arena Assets**" shall mean all of the Arena Seller's right, title and interest (including indirect and other forms of beneficial ownership) in the properties, assets and rights of every kind and nature related to the operation of the Arena, whether tangible or intangible, real or personal and wherever located and by whomever possessed, including the following, but excluding the Excluded Arena Assets and the Purchased Team Assets:

(i) all rights of the Arena Seller under the Assumed Contracts to which the Arena Seller is a party or to which assets of the Arena Seller are subject;

(ii) all of the Intellectual Property of the Arena Seller;

(iii) all goodwill, telephone numbers, facsimile numbers and e-mail addresses of the Arena Seller;

(iv) all tangible personal property of the Arena Seller used in the operation of the Arena, such as machinery, equipment, furniture and fixtures, supplies, motor vehicles, computers and computer software (subject to the terms of any lease or license agreement in effect with respect to the foregoing), including Zamboni ice resurfacing machines, dasher boards, team boxes, penalty boxes, scoreboards, static and non-static signage, goals and standards and the ice surface;

(v) the Arena Seller's inventory of Arena novelties, souvenirs and other resale items on hand as of the Closing Date;

(vi) all receivables of the Arena Seller as of the Closing Date;

(vii) all insurance benefits, including rights and proceeds, arising from or related to the Purchased Arena Assets or the Assumed Arena Liabilities prior to the Closing;

(viii) all sales data, ticketholder lists, supplier lists and advertising, marketing and promotional materials relating to the Arena;

(ix) the Arena Seller's ownership interest in all copyrighted broadcasts of Arena events (other than Home Games and other Team-related programming);

(x) the books and records of the Arena Seller and any predecessor entity;

(xi) the Arena Seller's interest in all leasehold improvements in premises occupied by the Arena Seller;

(xii) all Permits used in the operation of the Arena, to the extent transferable;

(xiii) the Employee Benefit Plans of the Arena Seller set forth on Schedule 2.3(xiii) and the assets and rights of the Arena Seller thereunder, and the rights and assets of the Arena Seller under Multiemployer Plans administered or sponsored by the NHL for the benefit of Member Clubs, including the right to have Transferred Employees continue to participate therein;

(xiv) all rights of the Arena Seller under or pursuant to all warranties (express or implied), representations or guarantees provided by third parties relating to any of the other Purchased Arena Assets;

(xv) all deposits, credits, prepaid expenses, deferred charges, advanced payments, security deposits, escrowed funds, rights to refunds, offsets, set asides and prepaid items relating to the Purchased Arena Assets or Assumed Arena Liabilities (including amounts relating to events not involving the Team);

(xvi) all bank accounts, safety deposit boxes, lock boxes and the like of the Arena Seller;

(xvii) all Actions pending or threatened by, or available to, Arena Seller against the Buyers, the NHL, any NHL Entity, any Member Club, and any of their respective Affiliates and Representatives of any nature whatsoever, whether choate

or inchoate, known or unknown, contingent or otherwise, other than claims solely to enforce the provisions of this Agreement and the other Transaction Documents; and

(xviii) all claims and causes of action of the Arena Seller and its bankruptcy estate against third parties to enforce rights, including indemnification and offset rights, related to any of the other Purchased Arena Assets.

2.4 Excluded Arena Assets. Nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Arena Assets to the Arena Buyer, and the Arena Seller shall retain all right, title and interest to, in and under the Excluded Arena Assets. "**Excluded Arena Assets**" shall mean the following assets of the Arena Seller:

(i) all cash, cash equivalents and marketable securities of the Arena Seller other than as described on Section 2.3(xv);

(ii) all rights of the Arena Seller under Contracts that are not Assumed Contracts, including the Contracts set forth on Schedule 2.4(ii) and the Glendale Contracts unless and until they become Assumed Contracts;

(iii) all defenses, claims, counter-claims, rights of offset and other Actions against any Person asserting or seeking to enforce any Excluded Arena Liability against the Arena Seller;

(iv) any rights of the Arena Seller under this Agreement;

(v) any avoidance Actions, including, but not limited to, Actions under Chapter 5 of the Bankruptcy Code;

(vi) any income Tax refunds or credits arising out of the operation of the Arena prior to the Closing Date;

(vii) any books and records related to the Arena Seller's employees that are not being hired by the Arena Buyer at or after the Closing, the transfer of which would conflict with any confidentiality or privacy obligations of the Arena Seller under applicable Law; and

(viii) the ownership interest of the Arena Seller in any other Person.

2.5 Assumption of Team Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, at and as of the Closing, the Team Buyer shall assume and agree to perform, discharge and satisfy when due in accordance with their respective terms, the following Liabilities of the Team Seller (the "**Assumed Team Liabilities**"):

(i) Liabilities to the extent arising out of or relating to the ownership of the Purchased Team Assets, or the operation of the Team, by the Team Buyer that accrue following the Closing;

(ii) Liabilities under any of the Assumed Contracts arising out of or relating to performance by the Team Buyer thereunder that accrue after the Closing;

(iii) Liabilities accruing after the Closing with respect to Claims arising out of the employment by Team Buyer of any of the Transferred Employees; and

(iv) Liabilities with respect to the pending player grievances under the NHL Collective Bargaining Agreement specified on Schedule 2.5(a)(iv).

(b) From the date hereof through the Closing Date, the Team Seller shall use reasonable best efforts to obtain settlements or stipulations (but without any obligation of the Team Seller to pay any material amount in respect of such settlements) with any Person that objects to the assumption by the Team Seller and assignment to the Team Buyer of an Assumed Contract of the Team Seller or any related Team Cure Cost.

2.6 Excluded Team Liabilities. Notwithstanding any provision in this Agreement to the contrary, the Team Buyer shall not assume or be deemed to have assumed and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of the Team Seller, and the Team Seller shall be solely and exclusively liable with respect to all Liabilities of the Team Seller, other than the Assumed Team Liabilities (such Liabilities other than the Assumed Team Liabilities, collectively, the "**Excluded Team Liabilities**"). In furtherance of and without limiting the foregoing, Excluded Team Liabilities shall include:

(i) any Liabilities primarily arising out of, resulting from, or related to the Excluded Team Assets;

(ii) any Liabilities of the Team Seller arising out of, resulting from or related to this Agreement or the transactions contemplated hereby;

(iii) any Liabilities for (a) Taxes of the Team Seller, Holdings or any member of any consolidated, affiliated, combined or unitary group of which Team Seller or Holdings is or has been a member, for any period, (b) Taxes related to the operation of the Team for any period (or portion of any period) ending on or before the Closing Date or (c) Transaction Taxes;

(iv) any Liabilities that are not related to, or were not incurred in connection with, the Business;

(v) any obligations to pay unpaid amounts under the Allowable Unsecured Claims of the Team Seller set forth in Schedule 2.6(v) (as such Schedule may be amended or modified up through the date that is two (2) Business Days prior to the Closing Date as set forth in this Agreement)~~, except to the extent that such Allowable Unsecured Claims are purchased by the Team Buyer and extinguished in accordance with Section 3.4~~; and

(vi) all unpaid amounts or unsatisfied obligations that must be paid or satisfied to effectuate, according to the Sale Order, the assumption by the Team Seller and assignment to the Team Buyer of the Assumed Contracts of the Team Seller ("**Team Cure Costs**"), except to the extent such Team Cure Costs are included as Allowable Unsecured Claims on Schedule 2.6(v) and are purchased by the Team Buyer ~~and extinguished~~ in accordance with Section ~~3.4~~ 8.4.

2.7 Assumption of Arena Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, at and as of the Closing, the Arena Buyer shall assume and agree to perform, discharge and satisfy when due in accordance with their respective terms, the following Liabilities of the Arena Seller (the "**Assumed Arena Liabilities**"):

(i) Liabilities to the extent arising out of or relating to the ownership of the Purchased Arena Assets, or the operation of the Arena, by the Arena Buyer that accrue following the Closing;

(ii) Liabilities under any of the Assumed Contracts arising out of or relating to performance by the Arena Buyer thereunder that accrue after the Closing; and.

(iii) Liabilities accruing after the Closing with respect to Claims arising out of the employment by Arena Buyer of any of the Transferred Employees.

(b) From the date hereof through the Closing Date, the Arena Seller shall use reasonable best efforts to obtain settlements or stipulations (but without any obligation from the Arena Seller to pay any material amount in respect of such settlements) with any Person that objects to the assumption by the Arena Seller and assignment to the Arena Buyer of an Assumed Contract of the Arena Seller or any related Arena Cure Cost.

2.8 Excluded Arena Liabilities. Notwithstanding any provision in this Agreement to the contrary, the Arena Buyer shall not assume or be deemed to have assumed and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of the Arena Seller, and the Arena Seller shall be solely and exclusively liable with respect to all Liabilities of the Arena Seller, other than the Assumed Arena Liabilities (such Liabilities other than the Assumed Arena Liabilities, collectively, the "**Excluded Arena Liabilities**"). In furtherance of and without limiting the foregoing, Excluded Arena Liabilities shall include:

(i) any Liabilities primarily arising out of, resulting from, or related to the Excluded Arena Assets;

(ii) any Liabilities of the Arena Seller arising out of, resulting from or related to this Agreement or the transactions contemplated hereby;

(iii) any Liabilities for (a) Taxes of the Arena Seller, Holdings or any member of any consolidated, affiliated, combined or unitary group of which Arena Seller or Holdings is or has been a member, for any period, (b) Taxes related to the operation of the Arena for any period (or portion of any period) ending on or before the Closing Date or (c) Transaction Taxes;

(iv) any Liabilities that are not related to, or were not incurred in connection with, the Business;

(v) any obligations to pay unpaid amounts under the Allowable Unsecured Claims of the Arena Seller set forth in Schedule 2.8(v) (as such Schedule may

be amended or modified up through the date that is two (2) Business Days prior to the Closing Date as set forth in this Agreement)~~, except to the extent that such Allowable Unsecured Claims are purchased by the Arena Buyer and extinguished in accordance with Section 3.4~~; and

(vi) all unpaid amounts or unsatisfied obligations that must be paid or satisfied to effectuate, according to the Sale Order, the assumption by the Arena Seller and assignment to the Arena Buyer of the Assumed Contracts of the Arena Seller ("**Arena Cure Costs**"), except to the extent such Arena Cure Costs are included as Allowable Unsecured Claims on Schedule 2.8(v) and are purchased by the Arena Buyer ~~and extinguished~~ in accordance with Section ~~3.4~~ 8.4.

2.9 Contract Rejection and Assumption.

(a) Schedule 2.9 sets forth the Sellers' good faith estimate of the Cure Costs required to cure monetary defaults or breaches under the Assumed Contracts, the AMULA and the Glendale Contracts as of the Closing Date. The Sale Order shall determine, or establish a procedure to finally determine prior to the Closing Date, the Cure Costs for the Assumed Contracts, the AMULA and the Glendale Contracts as of the Closing Date. The Buyers shall have the option, which shall be exercisable at their sole discretion no later than two (2) Business Days prior to the Closing Date, to (i) exclude from the Purchased Assets any Contract previously identified as an Assumed Contract to the extent the Sellers have materially understated the Cure Cost therefor as set forth in the Sale Order, or (ii) add to the Assumed Contracts any Contract not previously identified as an Assumed Contract. Upon the Buyers' exercise of the option in the preceding sentence, Schedule 1.1(a) shall be deemed to be modified to give effect to such change as of the date hereof.

(b) Notwithstanding anything herein to the contrary, the Sellers shall, pursuant to Section 365 of the Bankruptcy Code and the terms of this Agreement, move the Bankruptcy Court for the entry of one or more Final Orders authorizing the Sellers to assume and assign to the Buyers (x) at the Closing any Contracts added as Assumed Contracts by the Buyers that were not previously included on Schedule 1.1(a) pursuant to the exercise of the option in Section 2.9(a), (y) the AMULA, to the extent the Buyers elect to assume the AMULA, subject to amendment, pursuant to Section 2.12(c) or (e), and (z) any Glendale Contract which the Buyers elect to assume pursuant to Section 2.14(b) (collectively, "**Added Contracts**"). In the event any Added Contracts cannot be assumed and assigned at the Closing, the Sellers shall proceed expeditiously after such Contracts become Added Contracts to obtain such relief.

2.10 Cure of Defaults. ~~Pursuant~~Except with respect to Cure Costs reflected in or included as Allowable Unsecured Claims on Schedules 2.6(v) and 2.8(v) which are purchased by the Buyers in accordance with Section 8.4 and which shall be the obligation of the Buyers, pursuant to the terms of the Sale Order or any other Final Order, the Sellers shall, on the Closing Date or such later date as may be set forth in the Sale Order or any other Final Order of the Bankruptcy Court with respect to Added Contracts, pay to such Person the Cure Cost set forth in

the Sale Order necessary to cure any and all outstanding and unsatisfied monetary defaults and breaches under and satisfy (or, with respect to any Assumed Liability that cannot be rendered non-contingent and liquidated prior to the Closing Date, make effective provision reasonably satisfactory to the Bankruptcy Court for satisfaction from funds of the Sellers) any Assumed Liability with respect to each Assumed Contract with such Person as may be assumed by the Sellers and assigned to the Buyers in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement. The parties hereto acknowledge and agree that each Allowable Unsecured Claim set forth on Schedules 2.6(v) and 2.8(v) which is marked by a hash symbol (#) does not reflect or include any Cure Costs. In cases in which the Sellers and the Buyers are unable to establish in good faith that a default exists with respect to an Assumed Contract, the Sellers shall require that the Bankruptcy Court determine that the relevant Cure Cost for such Assumed Contract is $0.

2.11 Assignments. The Sellers shall transfer and assign all Assumed Contracts to the Buyers, and the Buyers shall assume all Assumed Contracts from the Sellers, as of the Closing Date or such later date as the parties may specify with respect to Added Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order or any other Final Order.

2.12 Treatment of AMULA.

(a) Prior to the Closing, the Buyers will enter into a partial lease assignment agreement with the Sellers substantially in the form attached as Exhibit E hereto, with such changes as may mutually be agreed to by the Buyers and the Sellers ("**Partial Lease Assignment Agreement**") pursuant to which, (i) the Sellers will assign to the Buyers, pursuant to Section 17.2 of the AMULA, all of the Sellers' rights under the AMULA; (ii) the Buyers will pay either to the Sellers or to the City on behalf of the Sellers, on or before the dates such payments are due under the terms of the AMULA, all rent and other amounts payable by the Sellers under the AMULA; and (iii) the Buyers will comply with such other obligations of the Sellers under the AMULA as the Buyers and the Sellers shall mutually agree. The Partial Lease Assignment Agreement shall terminate on the earlier of (x) June 30, 2010 and (y) the date of consummation of a Glendale Team Sale. The Sellers shall give notice to the City in accordance with Section 17.2.1 of the AMULA and take such other action as is necessary or appropriate in connection with the Partial Lease Assignment Agreement to effectuate the partial assignment of rights and obligations provided thereby.

(b) The Sellers agree not to reject the AMULA prior to the latest date on which they are required to make such determination under the Bankruptcy Code and to use their reasonable best efforts to obtain an Order extending such date until June 30, 2010, including seeking the Consent of the City to such extension. Team Seller and Arena Seller further agree that, if they reject the AMULA, the Sellers shall take all actions required to ensure that such rejection does not become effective until June 30, 2010.

(c) From and after the date of this Agreement, the Buyers will use their commercially reasonable efforts to negotiate with the City an amendment to the AMULA upon

terms and conditions mutually satisfactory to the Buyers and the City, which terms shall include the ability of the Buyers to assign the AMULA to any Person approved by the NHL. In the event that the Buyers and the City agree to execute an amendment to the AMULA prior to the effective date of any rejection of the AMULA by the Sellers, then (i) the Sellers shall withdraw any motion to reject the AMULA and take such other action as may be required to obtain an Order of the Bankruptcy Court determining that the AMULA is not rejected, and (ii) the AMULA will be treated as an Added Contract in accordance with Section 2.9(b), subject to such amendment, and thereafter shall be deemed an Assumed Contract.

(d) Notwithstanding anything herein to the contrary, the Buyers and Sellers expressly agree that if, prior to December 31, 2009, the Buyers receive a bona fide offer with respect to a Glendale Team Sale (i) from a bona fide purchaser that (x) complies with all of the NHL's requirements for ownership of a Member Club, including submission of all required application materials, (y) demonstrates to the reasonable satisfaction of the NHL that it has the financial capability to consummate the Glendale Team Sale and meet the ongoing operating expenses of the Team and (z) otherwise satisfies the NHL's standards for approval as an owner of a Member Club, (ii) that requires the purchaser to execute the NHL's standard form of Consent Agreement and to assume the AMULA (as the same may be amended), (iii) that would result in the Buyers receiving a purchase price at the closing of such Glendale Team Sale that would result in a Net Profit of not less than $0, and (iv) that would not be subject to a financing condition or any other material contingencies (other than NHL approval and compliance with the Hart-Scott-Rodino Act) (any such Glendale Team Sale meeting the foregoing requirements being a "**Preferred Glendale Team Sale**"), then the Buyers will accept such offer (or, in the event that the Buyers receive more than one bona fide offer satisfying the foregoing requirements, any such offer in the sole discretion of the Buyers) and use their commercially reasonable efforts to consummate such Preferred Glendale Team Sale, notwithstanding any higher or better offer or indication of interest that the Buyers may have received that does not satisfy such requirements (including, without limitation, a transaction that contemplates a relocation of the Team away from Glendale, Arizona). The Buyers and Sellers expressly agree that the City shall be entitled to enforce the Buyers' obligation to accept a Preferred Glendale Team Sale pursuant to this Section 2.12(d); provided that the City does not object to, challenge or seek to render invalid, illegal or unenforceable any of the Transaction Documents, including, without limitation, the Partial Lease Assignment Agreement; and, provided further, that nothing in this Section 2.12(d), including the immediately preceding proviso, shall restrict or limit the City's rights with respect to (x) any action by the Sellers seeking to reject the AMULA or (y) any claims the City may have against the Sellers or any other person (other than the NHL, any NHL Entity, the Buyers or their respective Affiliates), including, without limitation, with respect to rejection of the AMULA.

(e) Prior to the consummation of a Glendale Team Sale (whether or not a Preferred Glendale Team Sale), upon notice by the Buyers to the Sellers, (i) the Sellers shall withdraw any motion to reject the AMULA and take such other action as may be required to obtain an Order of the Bankruptcy Court determining that the AMULA is not rejected, and (ii) the AMULA will be treated as an Added Contract in accordance with Section 2.9(b), subject to any negotiated amendment, and thereafter shall be deemed an Assumed Contract

2.13 SOF Indebtedness. The Buyers shall pay at the Closing all amounts owed by the Sellers to SOF pursuant to the SOF Indebtedness, subject to such alternative arrangement as may be agreed upon prior to the Closing by the Buyers and SOF which results in the satisfaction and/or release of all of SOF's claims against the Sellers.

2.14 Glendale Contracts.

(a) Schedule 2.14(a) sets forth all of the Contracts relating to the AMULA and the operation of the Arena, including the Team's use of the Arena, to which one or both of the Sellers is a party (the "**Glendale Contracts**"). The Sellers agree not to reject the Glendale Contracts prior to the earliest of (i) June 30, 2010, ~~(ii) the date of consummation of a Glendale Team Sale and (iii~~and (ii) the date of a Final Order confirming a plan of reorganization of Sellers under the Bankruptcy Code (in which case the Sellers shall take all actions required to ensure that such rejection does not become effective until June 30, 2010).

(b) At any time prior to the rejection of any Glendale Contract (but not later than June 30, 2010), the Buyers may elect to assume such Glendale Contract. In the event the Buyers have elected to assume a Glendale Contract, such Glendale Contract shall be treated as an Added Contract in accordance with Section 2.9(b) and thereafter shall be deemed an Assumed Contract.

(c) At the Closing, the Sellers and the Buyers will enter into a transition services agreement substantially in the form attached as Exhibit F hereto, with such changes as may mutually be agreed to by the Buyers and the Sellers ("**Transition Services Agreement**") pursuant to which (i) the Sellers will provide to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena; and (ii) the Buyers will pay to the Sellers, as and when due under the Glendale Contracts, all fees, costs, rents and other amounts payable by the Sellers under the Glendale Contracts for the provision of goods and services thereunder. The Transition Services Agreement shall terminate on the earlier of (x) June 30, 2010 and (y) the date ~~of consummation of a Glendale Team Sale.~~on which all Glendale Contracts have either (A) expired (without renewal), (B) been terminated with the consent of all parties thereto, or (C) been assumed by the Buyers pursuant to Section 2.14. To the extent any third party Consent is required in order to effectuate the terms of the Transition Services Agreement with respect to any Glendale Contract, the Sellers will use their commercially reasonable efforts to obtain such Consent. If such Consent is not obtained, the Buyers and Sellers will use their commercially reasonable efforts to enter into an alternative arrangement with respect to such Glendale Contract, including seeking relief from the Bankruptcy Court, to provide the Buyers with the benefits and burdens of such Glendale Contract. Notwithstanding anything in this Section 2.14 or the Transition Services Agreement to the contrary, the Buyers shall have no obligation to renew or extend any Glendale Contract that by its terms expires prior to the termination of the Transition Services Agreement.

(d) Notwithstanding anything herein to the contrary, prior to the termination of the Transition Services Agreement, upon 15 days' prior written notice provided to the Sellers, the Buyers may elect in their sole discretion to treat each Glendale Contract listed on Schedule 2.14(d) as an excluded Contract that will not become an Assumed Contract as of the date specified in such notice (such date, the "**Service Termination Date**"). Upon the Buyers' exercise of the option in the preceding sentence, as of and from the Service Termination Date (i) such Glendale Contract shall be deemed an excluded Contract and the rights thereunder shall be considered Excluded Assets, (ii) the Sellers shall no longer be required to provide the goods, services, rights and benefits under such Contract to the Buyers, and the Buyers shall no longer be required to pay to the Sellers all fees, costs, rents and other amounts payable by Sellers under such Contract, and (iii) the Sellers shall be entitled to reject such Contract.

(e) Notwithstanding anything herein to the contrary, the Buyers reserve the right to seek to negotiate amendments to one or more of the Glendale Contracts prior to electing to assume such Glendale Contracts.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets shall be:

(a) The assumption of the Assumed Liabilities, including but not limited to:

(i) ~~Payment~~Assumption of obligation to pay and payment or other satisfaction of all SOF Indebtedness, the aggregate amount of which will be set forth in a certificate, dated October 30, 2009, duly executed by the chief financial officer of each Seller and duly acknowledged by the Buyers and by SOF Investments, L.P., Donatello Investments, LLC and White Tip Investments, LLC [1]; and

(ii) Assumption of all NHL Obligations~~; and~~, the aggregate amount of which will be set forth in a certificate, dated October 30, 2009, duly executed by the chief financial officer of each Seller and duly acknowledged by the Buyers [2]; and

[1] As of 10/28/09, estimated to be approximately $80.747 million, including accrued but unpaid interest and legal fees.

[2] As of 10/28/09, estimated to be approximately $36.332 million, including interest and related costs through November 2, 2009 and $2 million for the payment of professional fees and expenses.

~~(b) Cash, payable to the Sellers on the Closing Date, in an amount equal to $2,000,000;~~

(b) ~~(c)~~ Cash, payable to the Sellers on the ~~date that is thirty five (35) days following the~~ Closing Date ~~(the "**Second Closing Date**")~~, in an amount equal to the difference between $~~140,000,000~~128,382,121 and the sum of ~~(i)~~ the payments and amounts referred to in Sections 3.1(a)(i) and 3.1(a)(ii)~~, (ii) the payment referred to in Section 3.1(b); and (iii) the aggregate amount paid by the Buyers for the Purchased Claims in accordance with Section 3.4~~; and

(c) ~~(d)~~ In the event that a Team Sale is consummated prior to the second anniversary of the Closing Date, an additional amount of cash, payable by the Buyers to the Sellers within ten (10) Business Days following consummation of such Team Sale, in an amount equal to the Net Profit received in connection with such Team Sale; provided, that nothing contained in this Section 3.1(~~d~~c) shall require the Buyers to seek or agree to a Team Sale involving a relocation of the Team or prohibit or restrict in any way the Buyers' right, in their sole discretion, to agree to and consummate a Glendale Team Sale (whether or not a Preferred Glendale Team Sale).

3.2 Allocation of the Consideration to Purchased Assets. The Buyers shall prepare a proposed allocation of the items constituting consideration for United States federal income tax purposes among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any corresponding or similar provisions of state, local, or foreign Law, as appropriate) and shall deliver such proposed allocation to the Sellers within thirty (30) days after the Closing Date. On or before the thirtieth (30th) Business Day following the Sellers' receipt of the proposed allocation from the Buyers as herein provided, the Sellers shall provide the Buyers with any comments they may have with respect to the proposed allocation. Such comments shall be considered in good faith by the Buyers. To the extent such comments are material in nature, the Sellers and the Buyers shall thereafter work in good faith to resolve any and all objections set forth therein. If the Sellers and the Buyers are unable to resolve any material differences with regard to the allocation of the consideration within thirty (30) Business Days after Sellers' delivery of such written comments to the proposed allocation, then any disputed, material matters will be finally and conclusively determined by an independent certified public accounting firm or independent certified appraisal firm (the "**Valuation Expert**") mutually agreed upon by the Buyers and the Sellers (such agreement not be unreasonably withheld, conditioned or delayed by the Buyers or the Sellers). The Valuation Expert shall promptly resolve any such matters in dispute and render a written report as to the disputed matters and the resulting allocation. The Valuation Expert's fees and expenses shall be borne equally by the Buyers, on the one hand, and the Sellers, on the other hand. The Buyers and the Sellers will each file all Tax Returns (including, but not limited to, IRS Forms 8594) consistent with the allocation established pursuant to the terms of this Section 3.2 (including any adjustment thereto as set forth in this Section 3.2). The Sellers, on one hand, and the Buyers, on the other hand, agree to provide the other promptly with any other information required to complete IRS Forms 8594. Neither the Buyers nor the Sellers shall take any Tax

position inconsistent with such allocation (including any adjustment thereto) and neither the Buyers nor the Sellers shall agree to any proposed adjustment based upon or arising out of the allocation by any Governmental Entity without first giving the other party prior written notice; provided, however, that nothing contained herein shall prevent the Buyers or the Sellers from settling any proposed deficiency or adjustment by any Governmental Entity based upon or arising out of the allocation, and neither the Buyers nor the Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of such allocation. The allocation shall be revised by the Buyers in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder to appropriately take into account any payments made under this Agreement treated as an adjustment to the consideration for United States federal income tax purposes.

3.3 Payment Procedures. All cash required to be transferred on the ~~Closing Date and the Second~~ Closing Date pursuant to Section 3.1 will be transferred by wire transfer of immediately available funds in U.S. dollars in the amounts and to the bank account or accounts designated in writing by the relevant party at least ~~two~~one (~~2~~1) Business Day~~s~~ prior to the Closing Date.

~~3.4 Purchase of Allowable Unsecured Claims. From the date of this Agreement through the date that is thirty (30) days following the Closing Date, the Buyers shall offer, and shall use their commercially reasonable efforts, to acquire the Allowable Unsecured Claims listed on Schedules 2.6(v) and 2.8(v) from the respective owners of such Allowable Unsecured Claim, in each case for the respective amounts set forth on Schedules 2.6(v) and 2.8(v); provided, that with respect to any Allowable Unsecured Claim set forth on Schedules 2.6(v) or 2.8(v) that is marked with an asterisk, if the Buyers, the holder and the Creditors' Committee agree on a different amount, the Buyers shall purchase the claim at such agreed upon amount (any Allowable Unsecured Claims so purchased, the "**Purchased Claims**"). Any Purchased Claims will be extinguished by the Buyers and will not be asserted by the Buyers against the Sellers' estates. The Buyers' obligation to purchase any of the Allowable Unsecured Claims listed on Schedules 2.6(v) and 2.8(v) will be conditioned upon the Closing having occurred in accordance with the provisions of this Agreement and receipt of a written agreement from the sellers of such Allowable Unsecured Claims effectively transferring to the Buyers all of such seller's rights with respect thereto in the form of Exhibit G.~~

ARTICLE IV

CLOSING DELIVERIES

4.1 Closing. Unless this Agreement is earlier terminated under Article X, the closing of the purchase and sale of the Purchased Assets and assumption and assignment of the Assumed Liabilities (the "**Closing**") shall take place at 10:00 a.m., Eastern time, on a date that is within two (2) Business Days after the conditions set forth in Article IX are satisfied or waived by the party entitled to waive the condition (other than those to be satisfied at Closing, but subject to the satisfaction or waiver of such conditions), at the offices of Skadden, Arps, Slate, Meagher & Flom LLP located at Four Times Square, New York, New York 10036, unless another place,

date or time is agreed to by the Buyers and the Sellers. The date and time of the Closing are herein referred to as the "**Closing Date**."

4.2 Closing Deliveries by the Sellers. At the Closing, the Sellers shall deliver or cause to be delivered to the Buyers:

(a) duly executed bills of sale for the Purchased Team Assets and the Purchased Arena Assets, substantially in the form of Exhibits A-1 and A-2, respectively, attached hereto (collectively, the "**Bills of Sale**");

(b) duly executed assignment and assumption agreements for the Assumed Team Liabilities and the Assumed Arena Liabilities, substantially in the form of Exhibits B-1 and B-2, respectively, attached hereto (collectively, the "**Assignment and Assumption Agreements**");

(c) duly executed assignments of the registered Intellectual Property and applications for registrations of Intellectual Property included in the Purchased Team Assets and the Purchased Arena Assets, substantially in the form of Exhibits C-1 and C-2 respectively, attached hereto (collectively, the "**Intellectual Property Assignments**");

(d) such documentation, identified by the Buyers at least two (2) Business Days before the Closing Date, as may be necessary to change the authorized signatories on any bank accounts, safety deposit boxes and lock boxes containing or constituting Purchased Assets;

(e) a certified copy of the Sale Order and any other Order of the Bankruptcy Court with respect to Added Contracts, each of which shall be a Final Order in recordable form;

(f) a true and complete copy, certified by the secretary or an assistant secretary of each Seller, of the resolutions duly and validly adopted by the manager of such Seller, evidencing the manager's authorization of the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby;

(g) a copy of each Consent obtained by the Sellers with respect to the transactions contemplated hereunder;

(h) a non-foreign affidavit dated as of the Closing Date sworn under penalty of perjury and in form and substance required under Section 1445 of the Code and the

Treasury Regulations promulgated thereunder from each Seller stating that such Seller is not a "foreign person" as defined in Section 1445 of the Code;

(i) the resignations of each director or managing member of any corporation, limited liability company or other entity for which such Person currently serves and which corporation, limited liability company or other entity is owned, directly or indirectly, by one or both Sellers and is acquired as a Purchased Asset by either Buyer pursuant to this Agreement;

(j) duly executed instruments necessary for the transfer of all equity interests of the Team Seller in NSC and the NHL Entities to the Team Buyer;

(k) duly executed copy of the NHL Consent Agreement;

(l) a duly executed copy of the Transition Services Agreement;

(m) a duly executed copy of the Partial Lease Assignment Agreement;

(n) the certificates, agreements, instruments and other documents referred to in Section 9.2; and

(o) such other documents as are reasonably required to be delivered by the Sellers to effectuate the transactions contemplated by this Agreement and the other Transaction Documents.

4.3 Closing Deliveries by the Buyers. At the Closing, the Buyers shall deliver or cause to be delivered to Sellers:

(a) the cash payable pursuant to Sections 3.1(b);

(b) the duly executed Bills of Sale;

(c) the duly executed Assignment and Assumption Agreements;

(d) the duly executed Intellectual Property Assignments;

(e) a copy of each Consent obtained by the Buyers with respect to the transactions contemplated hereunder;

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(f) a true and complete copy, certified by the secretary or an assistant secretary of each Buyer, of the resolutions duly and validly adopted by the manager of such Buyer, evidencing the manager's authorization of the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby;

(g) a duly executed copy of the Transition Services Agreement;

(h) a duly executed copy of the Partial Lease Assignment Agreement;

(i) the certificates, agreements, instruments and other documents referred to in Section 9.3; and

(j) such other documents as are reasonably required to be delivered by the Buyers to effectuate the transactions contemplated by this Agreement and the other Transaction Documents.

4.4 Subsequent Deliveries by the Buyers. Within ten (10) Business Days following the date of consummation of a Team Sale, the Buyers shall pay to Sellers that portion of the cash consideration payable pursuant to Section 3.1(~~d~~c).

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as disclosed on the Schedules as referenced below, which Schedules have been separately delivered by the Sellers to the Buyers concurrently with the execution of this Agreement, the Sellers represent and warrant to the Buyers as follows:

5.1 Sellers' Organization. Each Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of Delaware, and has full limited liability company power and authority to enter into this Agreement and consummate the transactions contemplated hereby, subject only to Bankruptcy Court approval.

5.2 Authority and Enforceability. Subject to the Sale Order, each Seller has full limited liability company power and authority to enter into this Agreement. The execution and delivery of this Agreement, and the consummation and performance by Sellers of the transactions contemplated herein, have all been or will be duly authorized by all necessary limited liability company action, and no other proceedings on the part of such Seller are necessary with respect thereto, and this Agreement constitutes a valid and binding agreement of each Seller enforceable against it in accordance with its terms except as enforceability is limited by (a) any

applicable bankruptcy, insolvency, reorganization, moratorium, or similar Laws affecting creditors' rights generally, or (b) general principles of equity, whether considered in a proceeding in equity or at Law.

5.3 Consents. Except as specified in Schedule 5.3, Sellers are not required or obligated to give any notice to, make any filing with, or obtain the Consent of any Person in connection with the execution and delivery of the Transaction Documents, the consummation of the transactions contemplated thereby, and performance of each Seller's obligations thereunder, including the Consent of any party to any Contract.

5.4 Capitalization; Officers and Directors.

(a) Holdings owns beneficially and of record all of the issued and outstanding membership interests in Arena Seller, the Persons listed on Schedule 5.4(a) own beneficially and of record the issued and outstanding membership interests in Team Seller set forth therein, and, except for such membership interests, there are no Securities of either Seller outstanding, authorized or held by any other Person nor is any other interest of any kind whatsoever held by any other Person in the capital of Seller.

(b) Except as set forth on Schedule 5.4(b), neither Seller has any Subsidiaries, and neither Seller, directly or indirectly, owns, of record or beneficially, any Securities in any Person. Sellers have delivered to Buyers a true, correct and complete copy of the organizational documents of NSC, the only business of which is to own shares in National Hockey League Enterprises Canada, Inc. and limited partnership interests in National Hockey League Enterprises Canada, L.P. Team Seller owns beneficially and of record all of the issued and outstanding equity interests of NSC, and there is no interest therein of any kind whatsoever held by any other Person, including no options, warrants, rights or commitments of any character.

(c) Schedule 5.1(c) sets forth a true, correct and complete list of all officers, directors and managers of each Seller and NSC.

5.5 Absence of Certain Changes. Since June 30, 2008, except as disclosed on Schedule 5.5, Sellers have conducted the Business only in the ordinary course of business and have not done any of the following: (a) suffered any change except changes that, in the aggregate, have not resulted and could not reasonably be expected to result in a Material Adverse Effect; (b) disposed of any tangible or intangible assets of the Business except in the ordinary course of business; (c) except as specified in Schedule 5.5, incurred any Liability, except current liabilities for trade or business obligations incurred in the ordinary course of business or suffered any "Loss" (meaning any Liability, penalty, fine, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge), (d) except as specified on Schedule 5.5, created or permitted to exist any Encumbrance on any Purchased Assets; (e) terminated or amended or breached any Assumed Contract (except, in the case of amendment, where Sellers have provided to Buyers a complete copy of such amendment); (f) except in the ordinary course of business, entered into any Contract

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or made any purchase commitment in excess of the normal, ordinary and usual requirements of its business or at any price materially in excess of the then-current market price or upon terms and conditions materially more onerous than those usual and customary in the industry; (g) failed to replenish its inventories and supplies in a normal and customary manner consistent with its prior practice and ordinary business practices prevailing in the industry; (h) except as specified on Schedule 5.5, experienced any damage, destruction or loss exceeding $50,000 individually or $100,000 in the aggregate, related to the Purchased Assets; (i) obtained Knowledge of any occurrence, event, action, failure to act, or transaction, any one of which was outside the ordinary course of business, unless any of the above was not reasonably likely to result in a Material Adverse Effect; or (j) entered into any agreement or made any commitment to take any of the actions described in Section 5.5(a) - 5.5(i).

5.6 Books and Records. The certificate of formation and operating agreement, minute books, and all other records of each Seller, all of which have been made available to Buyers, are complete, and contain no inaccuracies, other than as set forth on Schedule 5.6.

5.7 Material Contracts.

(a) Schedule 5.7(a) attached hereto lists each Material Contract.

(b) At or prior to Closing, Sellers shall have delivered or made available to Buyers a copy of all Material Contracts, including all amendments and supplements.

(c) Except as disclosed on Schedule 5.7(c), each Material Contract is in full force and effect and is valid and enforceable by each such Seller party thereto in accordance with its terms, except as enforceability is limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or (ii) general principles of equity, whether considered in a proceeding in equity or at Law.

(d) Except as stated on Schedule 5.7(d), neither Seller is in default under any Material Contract, and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by such Seller under any Material Contract.

(e) Except as stated on Schedule 5.7(e), to the Knowledge of the Sellers, no other Person is in default under any Material Contract and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by any other Person under any Material Contract.

(f) Except as stated on Schedule 5.7(f), neither Seller is party to any oral Contract.

5.8 Player Contracts and Employees.

(a) Schedule 5.8 attached hereto lists the following information for each Team player as of the date of this Agreement: (i) name; (ii) current annual base salary or annualized wages; (iii) deferred compensation and time of payment of such compensation in the future; (iv) vacation accrued and unused; and (v) service credited for purposes of vesting and eligibility to participate under any of the Employee Benefit Plans. At or prior to Closing, Team Seller shall have delivered to Buyers a copy of all Employment and Independent Contractor Contracts for the employment of Team players and all amendments and supplements.

(b) To the Knowledge of Team Seller, no player employee of Team Seller has indicated his intention to resign. Except for Team Seller's player employees that Team Seller identifies in a written communication to Buyers before the Closing that shall remain confidential, all of Sellers' managers, officers, and employees are in good standing under the terms of their employment, and to the Knowledge of the Team Seller there exists no problem or difficulty with the employment of any of the Team players. Except as disclosed on Schedule 5.8 attached hereto, Sellers have paid all wages, bonuses, commissions, or other compensation due and payable to each of its employees in accordance with its customary practice, or such amounts will be paid under an Employee Benefit Plan or otherwise.

(c) Team Seller currently complies and has always complied, in all respects, with the Immigration Reform and Control Act of 1986 and all laws and all rules of the NHL with respect to Team players.

(d) Except as disclosed on Schedule 5.8 attached hereto, each Employment and Independent Contractor Contract for the employment of Team players is in full force and effect and is valid and enforceable in accordance with its terms, except as enforceability is limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or (ii) general principles of equity, whether considered in a proceeding in equity or at Law.

(e) Except as stated on Schedule 5.8 attached hereto, Team Seller is not in default under any Employment and Independent Contractor Contract for the employment of Team players, and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by Team Seller under any Employment and Independent Contractor Contract for the employment of Team players.

(f) Except as stated on Schedule 5.8 attached hereto, to the Knowledge of the Team Seller, no other Person is in default under any Employment and Independent Contractor Contract for the employment of Team players and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by any other Person

under any Employment and Independent Contractor Contract for the employment of Team players.

5.9 Employee Benefit Plans. Schedule 5.9 sets forth each Multiemployer Plan in effect on the Closing Date in which any Person who is a party to an Employment and Independent Contractor Contract for the employment of a Team player and any former Team player is eligible to participate. Buyers and Sellers shall have complied in all material respects with all applicable NHL Constitution and NHL By-Laws and other regulations regarding the provision of employee benefits, and shall take all steps necessary to transfer sponsorship, of such Multiemployer Plans as are required by a Collective Bargaining Agreement to be assumed and assigned, effective as of the Closing. Sellers shall provide Buyers with true, complete and correct summary plan descriptions, Form 5500s, funding or financing arrangement, reports, returns and similar documents required to be filed with any Governmental Entity or distributed to any participant to enable Sellers and Buyers to effectuate the assignment of sponsorship of such Multiemployer Plans. To the Knowledge of the Sellers, each such Multiemployer Plan that is sponsored by Seller has been administered in accordance with its terms and is in compliance with applicable provisions of ERISA and other applicable law and any applicable terms of a Collective Bargaining Agreement. To the Knowledge of the Sellers, there are no investigations by any Governmental Entity, termination proceedings or other claims (except routine claims for benefits payable) or proceedings against or involving any Multiemployer Plan sponsored by the Sellers, and all contributions to and payment from such Multiemployer Plan required by law or by a Collective Bargaining Agreement to be made has been timely made. Each Multiemployer Plan has been the subject of an unrevoked determination letter or opinion letter from the Internal Revenue Service that such plan and related trust is qualified and exempt from federal income taxes, and to the Knowledge of the Sellers, no circumstances exist that would adversely affect the tax-qualification of such Multiemployer Plan.

5.10 Intellectual Property.

(a) To the best of the Knowledge of the Sellers, all Intellectual Property used in the Business is listed on Schedule 5.10(a) and owned or licensed by one or both Sellers.

(b) With respect to each item of Intellectual Property identified on Schedule 5.10(a) (other than the off-the-shelf software) Sellers represent and warrant the following:

(i) No activity of Sellers in conducting the Business and no Intellectual Property listed on Schedule 5.10(a) violates or misappropriates any Intellectual Property or other proprietary rights of any other Person. One or both Sellers own or have the right to use pursuant to license, sublicense, Contract, or permission, such Intellectual Property for the operation of the Business as presently conducted. Each item of Intellectual Property owned or used by a Seller immediately before the Closing will be

owned or available for use by Buyers on identical terms and conditions immediately after the Closing;

(ii) To the extent a Seller owns an item of Intellectual Property, except as disclosed on Schedule 5.10 attached hereto, such Seller possesses all right, title, and interest in and to such item, free and clear of any lien, license, or other restriction;

(iii) Except as disclosed on Schedule 5.10 attached hereto, a Seller has the right to assign the item to Buyers and has not conveyed any rights in the item to any other Person;

(iv) The item is not subject to any outstanding Order;

(v) No Action, complaint, or demand is pending or is threatened that challenges the legality, validity, enforceability, use, or ownership of the item;

(vi) Neither Seller has agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item; and

(vii) Neither Seller will use, interfere with, infringe upon, misappropriate, or otherwise come into conflict with, the Intellectual Property listed on Schedule 5.10(a) after the Closing.

(c) Schedule 5.10(a) lists all off-the-shelf software licensed by Sellers that is material to the operation of the Business in sufficient detail to permit Buyers to assess compatibility with Buyers' software. Schedule 5.10(a) identifies all such off-the-shelf software by type, number of copies of each software product, and number of licenses. As of the Closing Date, Sellers are fully compliant with all software licenses and to the Knowledge of the Sellers there are no unlicensed copies of software existing on any equipment, computers, machinery or media that is being transferred to Buyers in the transactions contemplated by this Agreement.

5.11 Taxes. The Sellers have (i) timely filed all Tax Returns required to be filed relating to the Business and (ii) except as such payment is stayed as a result of the Bankruptcy Case, have paid all Taxes relating to the Business which will have been required to be paid by it, the non-payment of which would result in a Encumbrance on any Purchased Asset, would otherwise adversely affect the Business or would result in the Buyers becoming liable or responsible therefore. The Sellers have established, in accordance with generally accepted accounting principles applied on a basis consistent with that of preceding periods, adequate reserves for the payment of all Taxes relating to the Business incurred or relating to a Pre-Closing Tax Period, the non-payment of which would result in a Encumbrance on any Purchased Asset,

would otherwise adversely affect the Business or would result in the Buyers becoming liable therefore, and such Taxes have been paid or will be paid under the Sellers' plan of reorganization filed with the Bankruptcy Court. The Sellers have not waived or been asked to waive any statute of limitations in respect of Taxes relating to the Business.

5.12 Tangible Personal Property. Schedule 5.12 accurately lists all items of tangible personal property used in connection with the Business and accurately shows for each item of tangible personal property whether it is subject to a lease or Encumbrance. Except as otherwise disclosed on Schedule 5.12, the tangible personal property is in good operating condition and repair (ordinary wear and tear excepted) and is available for use in the Business. All tangible personal property (including tangible personal property in which Sellers have only a leasehold interest) has been maintained and repaired in a reasonably prudent manner and at a level not less than the level of maintenance and repair existing prior to the execution of the Agreement.

5.13 Adequacy of Assets. The Purchased Assets, together with all Material Contracts that are not Assumed Contracts, constitute, in the aggregate, all of the assets, property and Contracts necessary for conduct of the Business in all material respects in the manner in which, and to the extent to which, it is currently being conducted.

5.14 NHL Status. The Team Seller is an existing Member Club and such membership interest in the NHL has not been revoked.

5.15 Environmental Matters.

(a) Sellers have obtained all Permits required for the operation of the Business by all Environmental Laws and Occupational Health and Safety Laws and are in compliance with these Permits and with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables contained in or arising from any Environmental Laws and Occupational Health and Safety Laws. Sellers have not received, nor do they have any reason to suspect that they may receive, any notices, reports, or other information, and are not subject to any threatened or pending investigations or proceedings or any Order, from any Person, regarding (i) an actual, potential, or alleged violation of or failure to comply with any Environmental Law or Occupational Health and Safety Law; (ii) any Environmental Contamination; or (iii) any Release, event, incident, condition, action, or failure to act related to a Seller or the Business, which is reasonably likely to prevent continued compliance with any Environmental Law or Occupational Health and Safety Law or which would otherwise be reasonably likely to give rise to any Environmental, Health or Safety Liabilities, and, to the Knowledge of the Sellers, no facts exist that would be reasonably likely to result in any such matter listed in (i)-(iii).

(b) Sellers have no Knowledge of any facts or conditions relating to Sellers' Business that prevent, hinder, or limit Buyers' ability to comply with Environmental Laws or Occupational Health and Safety Laws, and Sellers have no Knowledge of or any basis to expect, nor has either Seller or any other Person for whose conduct such Seller is or may be held responsible, received any citation, directive, inquiry, notice, Order, summons, warning or other

communication that relates to (x) a Hazardous Activity, (y) Hazardous Materials, or (z) any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health or Safety Liabilities, including facts or conditions consisting of or relating to the following: (a) any environmental, health, or safety matter or condition (including on-site or off site Environmental Contamination, occupational safety and health, and regulation of any Hazardous Material); (b) any proceeding, Order, loss, or litigation expense arising under any Environmental Law or Occupational Health and Safety Law; (c) financial responsibility under any Environmental Law or Occupational Health and Safety Law for cleanup costs or corrective action, including any cleanup, removal, containment, or other remediation or response actions required by any Environmental Law or Occupational Health and Safety Law or any Person; or (d) any other compliance, corrective, or remedial measure required under any Environmental Law or Occupational Health and Safety Law. If required by any Environmental Law, Sellers have sent all Hazardous Materials for storage, recycling, treatment or disposal in accordance with all Environmental Laws.

(c) Sellers have not assumed, either expressly or by operation of law, any Liability of any other Person relating to an Environmental Law.

(d) Sellers have delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring that Sellers have Knowledge of having been in possession of either Seller, pertaining to Hazardous Materials or Hazardous Activities in, on, or under any property related to the Business or concerning compliance by a Seller, or any other Person for whose conduct such Seller may be held responsible, with Environmental Laws.

5.16 No Operations. Dewey Ranch Hockey, LLC does not own, lease, license or otherwise have any rights in or to (i) any assets, or (ii) any employees involved in the operation of the Team or the Arena.

5.17 Real Property.

(a) Neither Seller owns any real property.

(b) Schedule 5.17(b) sets forth a true and complete list and a brief description of each leasehold, license or other interest in (including the right to use or occupy or permit others to use or occupy) real property, including the Arena, parking and other buildings or improvements, held by either Seller as of the date hereof (collectively, the "**Leased Real Property**"). The applicable Seller (i) has a valid leasehold, license, easement or other interest in each Leased Real Property that is part of the Purchased Assets (the "**Purchased Leased Real Property**") and (ii) has the right to quiet enjoyment of each Purchased Leased Real Property for the full term of each lease, license, easement, declaration or similar agreement (and any renewal option) relating thereto. The Sellers have provided the Buyers with true and complete copies of all leases, licenses, easements, declarations, and similar agreements relating to the Purchased Leased Real Property in their possession, including all amendments, modifications and supplements thereto, all of which are specifically listed on Schedule 5.17(b), and each of which is

in full force and effect and under which no default or event of default has occurred either with respect to the Sellers or, to the Knowledge of the Sellers, the other parties thereto. The leasehold, license, easement or other interest of the applicable Seller in such Purchased Leased Real Property is not subject or subordinate to any Encumbrances, except for Permitted Encumbrances, and the applicable Seller has the right to convey such interest to Buyers, free and clear of all Encumbrances other than such Permitted Encumbrances, in accordance with the terms of this Agreement. To the Knowledge of the Sellers, each of the Purchased Leased Real Properties is properly zoned and entitled (and meets all applicable zoning requirements that it is subject to), and all Permits have been obtained or made, for the applicable Seller's current and heretofore use thereof, and all such Permits are in full force and effect and neither the Sellers nor Holdings has received any notice of any violations of such Permits. There are no condemnation proceedings in which either Seller or Holdings has been served or, to the Knowledge of the Sellers, threatened with respect to any of the Purchased Leased Real Properties. The Purchased Leased Real Properties are in good condition and repair (subject to ordinary wear and tear) and, to the Knowledge of the Sellers, there are no latent or patent structural or other material defects and there is no material deferred maintenance with respect to the Purchased Leased Real Properties. No offsite improvements are necessary or used for the ownership, use or operation of the Purchased Leased Real Properties, other than public utilities. The Sellers have delivered to the Buyers all operating manuals and warranties related to the Arena and the systems and equipment therein.

(c) To the Knowledge of the Sellers, there is no pending or threatened claim to curtail or reduce any utility service to the Purchased Leased Real Properties or any part thereof. To the Knowledge of the Sellers, all potable and industrial water and gas, electrical, telecommunication, sanitary, drainage and storm sewer lines, systems and hook ups and all other utilities and public or quasi-public improvements located upon, under, at or adjacent to the Purchased Leased Real Properties and necessary for the normal operation thereof in the ordinary course of business are installed and connected under valid Permits, in good working order and adequate to service the Purchased Leased Real Properties. To the Knowledge of the Sellers, the water supply and water purity, the sewer, drainage and waste disposal systems and all other utility systems necessary and appropriate for the use and occupancy of the Purchased Leased Real Properties in the ordinary course of business are sufficient in all material respects for the operation thereof in the ordinary course of business.

5.18 Disclosure. The Transaction Documents do not contain any untrue statement of material fact and do not omit any material fact necessary to make statements contained therein not misleading. To the Knowledge of the Sellers, there are no facts relating to the Business that have not been disclosed to Buyers, unless those facts would not reasonably be likely to result in a Material Adverse Effect.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF THE BUYERS

Except as disclosed on the Buyer Schedules as referenced below, which Buyer Schedules have been separately delivered by the Buyers to the Sellers concurrently with the execution of this Agreement, the Buyers represent and warrant to the Sellers as follows:

6.1 Buyers' Organization. Each Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of Delaware, and has full limited liability company power and authority to enter into this Agreement and consummate the transactions contemplated hereby, subject only to Bankruptcy Court approval. Each Buyer is directly or indirectly owned and controlled by an Affiliate of the NHL or an NHL Entity.

6.2 Authority and Enforceability. Each Buyer has full limited liability company power and authority to enter into this Agreement. The execution and delivery of this Agreement, and the consummation and performance by each Buyer of the transactions contemplated herein, have all been or will be duly authorized by all necessary limited liability company action, no other proceedings on the part of such Buyer are necessary with respect thereto, and this Agreement constitutes a valid and binding agreement of each Buyer enforceable against such Buyer in accordance with its terms except as enforceability is limited by (a) any applicable bankruptcy, insolvency, reorganization, moratorium, or similar Law affecting creditors' rights generally, or (b) general principles of equity, whether considered in a proceeding in equity or at Law.

6.3 Financial Capability. The Buyers currently expect to have as of the Closing Date sufficient funds to enable the Buyers to consummate the transactions contemplated by this Agreement. The Buyers currently expect that such funds will be provided by the NHL or an Affiliate of the NHL or an NHL Entity from existing credit facilities and cash on hand.

6.4 Litigation. There is no Action now pending, or, to the knowledge of the Buyers, threatened against either Buyer before any court, arbitration, administrative, or regulatory body or any Governmental Entity which may result in any Order or other determination which will, or could reasonably be expected to, materially impair the ability of either Buyer to fulfill and perform its obligations under this Agreement.

6.5 NHL Consents. The Buyers are legally, financially and otherwise qualified under the NHL Rules to acquire and operate the Business. The Buyers have obtained the consent or a waiver of consent from the NHL approving the transactions contemplated hereby, including the ownership of the Team by Team Buyer and its Affiliates and the operation of the Team in its current territory of Glendale, Arizona, and no further Consents of the NHL pursuant to the NHL Rules, shall be required.

ARTICLE VII

COVENANTS WITH RESPECT TO CONDUCT OF THE SELLERS AND THE BUYERS PRIOR TO CLOSING

From the date hereof through and including the Closing Date, the Buyers and the Sellers will comply with the applicable terms and provisions of this Article VII.

7.1 Access; Books and Records. From the date of this Agreement until the Closing Date, upon notice given in accordance with this Agreement from the Buyers to the Sellers, the Sellers shall, and shall cause their Representatives to, authorize and permit the Buyers and their Representatives to have reasonable access during normal business hours, in such manner as will not unreasonably interfere with the conduct of each Seller's business, to all of the Sellers' properties, books, records, Tax Returns and all other information with respect to each Seller's business, the Purchased Assets and the Assumed Liabilities as the Buyers may from time to time request, and to make copies of such books, records and other documents, and to discuss each Seller's business with the officers, accountants and counsel, of such Seller as requested by the Buyers.

7.2 Notification of Certain Matters; Updates of Schedules. The Sellers shall give prompt notice to the Buyers, and the Buyers shall give prompt notice to the Sellers, of (and in each case the notifying party shall use its reasonable best efforts to cure before the Closing Date) the occurrence, or failure to occur, of any event that would be likely to cause any representation or warranty by such party contained in this Agreement to not be true and correct or any failure of such party to comply with any covenant or agreement to be complied with by it under this Agreement, in either case that would prevent the satisfaction of a Closing condition set forth in Article IX. Furthermore, on or prior to the Closing Date, the Sellers shall deliver to the Buyers amendments to the Schedules delivered by the Sellers to the Buyers under Article V to reflect any changes thereto that occurred or were discovered between the execution of this Agreement and the Closing Date. No amendment to the Schedules or notification to the Buyers made pursuant to the requirements of this Section 7.2 shall (i) become effective or prevent or cure any breach of any representation, warranty, covenant or other provision of this Agreement or (ii) have any effect on Buyers' rights and remedies hereunder.

7.3 Conduct of Business. Until the Closing, in each instance with respect exclusively to the Business, unless consented to in writing by Buyers (which consent shall not be unreasonably withheld, delayed, or conditioned), Sellers shall:

(a) Preservation. Use commercially reasonable efforts to preserve intact its current business organization, keep available the services of its officers, employees, and agents and maintain its present business relations and goodwill with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with Sellers;

(b) Changes. Confer with Buyers prior to implementing operational decisions of a material nature;

(c) Maintenance. Not dispose of or transfer Purchased Assets (including the disposition or transfer of any tangible personal property) except in the ordinary course of business and maintain the Purchased Assets in a state of repair and condition that materially complies with Law and is consistent with Sellers' ordinary course of business;

(d) Compliance. Comply in all material respects with all Laws and contractual obligations applicable to the operations of the Business;

(e) Consents. Cooperate with Buyers in good faith and in a commercially reasonable manner, but without incurring any material cost or expense, to assist Buyers in identifying and obtaining any Consents required by Buyers to operate the Business from and after the Closing Date, provided that Sellers will be responsible for obtaining Consents pursuant to Section 7.4 prior to Closing;

(f) Books. Maintain all books and records relating to the Business in the ordinary course of business;

(g) Other Actions. Do or refrain from doing all acts and things in order to (i) ensure that the representations and warranties in Article V remain true and correct at the Closing as if such representations and warranties were made at and as of such date, and (ii) to satisfy or cause to be satisfied the conditions in Article IX which are within Sellers' control; and

(h) Player Actions. Without limiting the generality of the foregoing, unless otherwise agreed to in writing by Buyers, Team Seller will not trade or release any players or draft picks.

Nothing contained in this Section 7.3 shall be deemed to amend, modify, supersede or terminate the rights of the Commissioner of the NHL or his designees to operate and control the operation of the Team pursuant to the Sale Order.

7.4 Permits and Consents.

(a) The Sellers and the Buyers agree to cooperate with each other and use their respective reasonable best efforts to obtain (and will promptly prepare all registrations, filings, applications, requests and notices relating to) all Permits that may be necessary to consummate the transactions contemplated by this Agreement. Team Buyer agrees to accept and enter into the NHL Consent Agreement and the NHL Guaranty. To the extent applicable, the

Sellers agree to enter into the NHL Consent Agreement on such terms and conditions as are customarily provided in an NHL Consent Agreement.

(b) To the extent that the Consent of a third Person with respect to any Material Contract or Employment and Independent Contractor Contract that is an Assumed Contract or any Assumed Plan is required to consummate the transactions contemplated by this Agreement, the Sellers and Buyers shall use their reasonable best efforts to obtain such Consent prior to the Closing Date; provided, however, unless contractually required, neither the Sellers nor Buyers shall be required to compensate any third Person, incur any material expense or make any material amendment or modification to any such Contract or Employee Benefit Plan.

(c) The Sellers, on the one hand, and the Buyers, on the other hand, will promptly notify the other if they reasonably believe that, notwithstanding their reasonable best efforts, they will be unable to obtain one or more of the Permits or Consents prior to the Closing Date.

7.5 Reports; Financial Statements. The Sellers shall furnish to the Buyers as soon as available copies of any material reports, renewals, filings, certificates, statements, memoranda and other documents filed by either Seller with any Governmental Entity.

7.6 Efforts of Parties to Close. During the period from the date of this Agreement through the Closing Date, subject to Section 7.4, each party hereto shall use its reasonable best efforts to cause all conditions to Closing set forth in Article IX to be timely satisfied and to perform and fulfill all obligations on its part to be performed and fulfilled under this Agreement, to the end that the transactions contemplated by this Agreement shall be effected in an expeditious manner to the extent practicable; provided, however, that the Buyers shall not be deemed in breach of the foregoing or any other provision of this Agreement if they do not agree upon terms and conditions of any amendment to the AMULA pursuant to Section 2.12(c) acceptable to the Buyers.

7.7 Bankruptcy Court Matters.

(a) The Sellers and the Buyers acknowledge that this Agreement and the sale of the Purchased Assets and the assumption and assignment of the Assumed Contracts are subject to Bankruptcy Court approval. The Sellers and the Buyers acknowledge that (i) to obtain such approval, the Sellers must demonstrate that they have taken reasonable steps to obtain the highest and otherwise best offer possible for the Purchased Assets, and that such demonstration shall include giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, and (ii) the Buyers must provide adequate assurance of further performance under the to-be-assigned executory Assumed Contracts.

(b) The Buyers shall serve this Agreement, including the attached Sale Order, so as to be received on or before ~~August 25,~~October 29, 2009, at 4:00 p.m., by (i) the

50 DeltaView comparison of pcdocs://nycsr01a/843714/19 and pcdocs://nycsr01a/861734/6a. Performed on 10/29/2009.

Debtors; (ii) the NHL; (iii) the Notice Parties (as defined in the Bid Procedures Order); (iv) all known creditors and counterparties of the Sellers; (v) all federal, state, county, local and foreign Taxing authorities that have a reasonably known interest in the relief granted in the Sale Order; (vi) the IRS; and (vii) the Pension Benefit Guaranty Corporation.

(c) ~~In accordance with the Bid Procedures Order, the~~The Bankruptcy Court has scheduled the Sale Hearing for ~~September 10,~~November 2, 2009. The Sellers shall use their reasonable best efforts to have the Bankruptcy Court enter the Sale Order immediately upon the completion of the Sale Hearing, but in any case no later than ~~ten~~three (~~10~~3) days after the Sale Hearing. The Sellers shall use their reasonable best efforts to obtain a ruling that the Sale Order is immediately effective notwithstanding Fed. R. Bankr. P. 6004(h) and 6006(d). Furthermore, the Sellers shall use their reasonable best efforts to obtain any other Consents from the Bankruptcy Court that may be reasonably necessary to consummate the transactions contemplated in this Agreement.

(d) The Buyers agree to promptly use their reasonable best efforts (not including the expenditure of funds other than professional and administrative costs) to take such actions as are reasonably requested by the Sellers to assist in obtaining the Sale Order, including furnishing truthful affidavits and/or information, to the extent reasonably available to the Buyers, for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by the Buyers under this Agreement and demonstrating that the Buyers are "good faith" purchasers under Section 363(m) of the Bankruptcy Code.

(e) With respect to each of the Assumed Contracts, the Buyers shall cooperate as reasonably necessary to provide adequate assurance of future performance to counterparties to such Assumed Contracts as required under Section 365 of the Bankruptcy Code.

(f) In the event the entry of the Sale Order shall be appealed or a stay thereof be sought, the Sellers shall immediately notify the Buyers. The Sellers shall use their reasonable efforts to defend such appeal and oppose such a stay.

7.8 Due Diligence. Buyers shall be entitled to conduct such due diligence as is necessary or desirable to (a) confirm the accuracy of Sellers' representations and warranties in Article V, (b) confirm the satisfaction of conditions precedent to Closing set forth in Article IX and (c) update or modify the Schedules as provided herein.

7.9 Termination of Claims and Actions. Notwithstanding anything to contrary in this Agreement, from the date hereof, the Sellers agree, and shall use their reasonable best efforts to cause their Affiliates, (i) not to, directly or indirectly, investigate, commence, prosecute, support, assist, aid, abet, cooperate with or encourage any claims, actions, lawsuits, demands, causes of action or the like including, but not limited to, any such claims, actions, lawsuits, demands or causes of action based on alleged violations of any antitrust laws, against the Buyers,

the NHL or the City, (ii) not to object to or contest in any manner, or raise any defense to any motion, proceeding or other action requesting the rescission, dismissal or other termination of any such claims, actions, lawsuits, demands or causes of action against the Buyers, the NHL or the City, and (iii) to take all actions necessary to cause any such claims, actions, lawsuits, demands or causes of action by or on behalf of the Sellers to be rescinded, dismissed or otherwise terminated; provided, however, that the foregoing (i), (ii) and (iii) shall not apply to any claims, actions, lawsuits, demands or causes of action against the Buyers or the NHL to enforce this Agreement.

ARTICLE VIII

CONTINUING COVENANTS

8.1 Tax Matters.

(a) Real Property, Personal Property and Similar Ad Valorem Obligations. Sellers shall be liable for any real property, personal property and similar *ad valorem* obligations applicable to the Business and the Purchased Assets allocable to a Pre-Closing Tax Period; and Buyers shall be liable for any such obligations allocable to a Post-Closing Tax Period. Such obligations shall be allocated to the Pre-Closing Tax Period by multiplying the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction the numerator of which is the number of calendar days in the period ending on the close of Closing Date and the denominator of which is the number of calendar days in the entire period; and such obligations shall be allocated to the Post-Closing Tax Period by multiplying the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction the numerator of which is the number of calendar days in the period ending beginning after the Closing Date and the denominator of which is the number of calendar days in the entire period.

(b) Transaction Taxes. The Sellers shall bear and be responsible for paying any and all sales, use, transfer and any other real estate, documentary, registration, business and occupation and other similar taxes (including related penalties (civil or criminal), additions to tax and interest) imposed by any Governmental Entity with respect to the transactions contemplated by this Agreement ("**Transaction Taxes**"), regardless of whether the tax authority seeks to collect such taxes from the Sellers, Buyers or any of their Affiliates.

(c) Cooperation on Tax Matters. The Sellers and the Buyers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information as is reasonably necessary to allow the Sellers or the Buyers, as the case may be, to file any Tax Returns for which such party is responsible, and determine the amount of Taxes due thereon, with respect to any Taxes relating to the Business, the non-payment of which would result in a Encumbrance on any Purchased Asset, would otherwise adversely affect the Business or would result in Buyer becoming liable or responsible therefore. The Buyers and Sellers shall

cooperate fully, as and to the extent reasonably requested by the other party, in connection with any audit, litigation, or other proceeding with respect to such Taxes (a "**Tax Proceeding**"). The Sellers, on the one hand, and Buyers, on the other hand, shall give prompt written notice to the other party of any proposed adjustment or assessment of any such Taxes, or of any examination of related to such Taxes. The Sellers, on the one hand, and the Buyers, on the other hand, shall not negotiate a settlement or compromise of such Taxes without the written consent of the other party, which consent shall not be unreasonably conditioned, delayed or withheld. The parties' cooperation shall include the retention and (upon the other party's request) the provision of records and information that are reasonably relevant to any such Tax Proceeding and the availability of employees on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Buyers and Sellers agree (A) to retain all books and records with respect to Tax matters related to such Taxes until the expiration of the statute of limitations (and, to the extent notified by the Buyers or Sellers, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (B) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests, the Buyers or Sellers, as the case may be, shall allow the other party to take possession of such books and records to the extent they would otherwise be destroyed or discarded. Any information obtained under this Section 8.1 or under any other Section hereof providing for the sharing of information or the review of any Tax Return or other schedule relating to Taxes shall be subject to Section 12.6 hereof.

(d) Notice. The Sellers shall (i) provide appropriate notice of the Bankruptcy Case, any motions filed in respect of the Sale Order and related matters to all Governmental Authorities that may seek to collect property Taxes or impose on the Sellers, the Buyers or any Purchased Asset penalties for any property Taxes, and (ii) use all commercially reasonable efforts to obtain certificates, releases or other appropriate documentation from such Governmental Authorities to the extent such Governmental Authorities provide such certificates, releases or documentation in the ordinary course, providing that such property Taxes have been paid or are not owed.

8.2 Employee Matters.

(a) Employment. The Sellers shall terminate as of the Closing all of their employees who are not parties to Employment and Independent Contractor Contracts that are Assumed Contracts, and the applicable Buyer shall offer full-time employment effective as of the Closing to each employee who is not party to an Employment and Independent Contractor Contract that is an Assumed Contract and who is employed immediately prior to the Closing Date. Notwithstanding the immediately preceding sentence, the Sellers will not terminate any of their employees who are parties to Employment and Independent Contractor Contracts that are Glendale Contracts prior to the earlier of (i) the date on which the Sellers are permitted to reject Glendale Contracts pursuant to Section 2.14(a) and (ii) the ~~Service Termination Date~~expiration (without renewal) in accordance with its terms, if any, with respect to the applicable Employment and Independent Contractor Contract. Such offers of employment shall, unless the Buyers in their sole discretion determine otherwise, be on an employment-at-will basis, and shall be on such other

terms and conditions as the Buyers determine in their sole discretion. ~~Any such offer of employment will be conditioned upon the employee agreeing to release any claims against the Sellers with respect to such employee's pre-Closing employment.~~ Such employees who accept a Buyer's offer of employment and all employees of a Seller who are parties to Employment and Independent Contractor Contracts that are Assumed Contracts shall be referred to as the "**Transferred Employees**." To facilitate the Buyers' obligations under this Section 8.2, upon request, the Sellers shall provide the Buyers within a reasonable period prior to the Closing a true and correct list of all their employees, including with respect to any inactive employee, the reason for such inactive status and, if applicable, the anticipated date of return to active employment. Except as otherwise specifically set forth herein, the Sellers shall have no responsibility whatsoever for any Liabilities that relate in any way to any Transferred Employee's employment with, or termination by, a Buyer.

(b) Employee Benefits. The Sellers shall cooperate with the Buyers to ensure a smooth and orderly transition of the Assumed Plans, including the rights and assets of the Sellers under Multiemployer Plans administered or sponsored by the NHL for the benefit of the Member Clubs, to the Buyers (or their designated Affiliate).

8.3 Further Assurances. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the parties shall take such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, all at the sole cost and expense of the requesting party.

8.4 Purchase of Allowable Unsecured Claims. During the period commencing immediately following the Closing and ending on the 60th day following the Closing Date, the Buyers shall offer, and shall use their commercially reasonable efforts, to purchase the Allowable Unsecured Claims listed on Schedules 2.6(v) and 2.8(v) from the respective owners of such Allowable Unsecured Claim, in each case for the respective amounts set forth on Schedules 2.6(v) and 2.8(v); provided, that with respect to any Allowable Unsecured Claim set forth on Schedules 2.6(v) or 2.8(v) that is marked with an asterisk (*), if the Buyers, the holder and the Creditors' Committee agree on a different amount, the Buyers shall purchase the claim at such agreed upon amount (any Allowable Unsecured Claims so purchased, the "**Purchased Claims**"). The Buyers' obligation to purchase any of the Allowable Unsecured Claims listed on Schedules 2.6(v) and 2.8(v) will be expressly conditioned upon, and the Buyers will have no obligation to purchase any of such Allowable Unsecured Claims in the absence of, the Closing having occurred in accordance with the provisions of this Agreement and receipt of a written agreement from the sellers of such Allowable Unsecured Claims effectively transferring to the Buyers all of such seller's rights with respect thereto in the form of Exhibit G. Any Purchased Claims will be subordinated in right of payment from the Sellers' estates to all other Allowable Unsecured Claims other than claims of any nature whatsoever of Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust or any of their respective Affiliates. Within five (5) Business Days after May 1, 2010, the Buyers will pay to the Sellers' estates cash in an amount equal to the difference, if any, resulting from $11,617,879 minus the aggregate amount actually paid by the Buyers for Purchased Claims pursuant to this Section 8.4. The Buyers and the Sellers expressly agree that the Creditors' Committee shall be the sole party entitled to enforce Buyers' obligation to offer and use their commercially reasonable efforts to acquire the Allowable Unsecured Claims listed on Schedules

2.6(v) and 2.8(v) from the respective owners of such Allowable Unsecured Claim in accordance with the terms of this Section 8.4.

8.5 Reduction of Moyes Guaranty. The parties acknowledge that, concurrently with and effective upon the Closing, the NHL will, at the request of the Creditors' Committee amend the Moyes Guaranty to reduce the maximum cap amount under the Moyes Guaranty from $30,000,000 to $15,000,000; provided, that such amendment will specify, and the parties acknowledge and understand, that neither the NHL, on the one hand, nor Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust, on the other hand, waives or releases, and each expressly reserves its right to assert, any claims, actions, causes of action or defenses they may have with respect to the Moyes Guaranty, as so amended. Such amendment will be in the form of a written instrument mutually acceptable to, and duly and validly executed by, the NHL, on the one hand, and Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust, on the other hand.

ARTICLE IX

CONDITIONS OF PURCHASE

9.1 General Conditions. The obligations of the parties to effect the Closing shall be subject to the following conditions unless waived in writing by the parties:

(a) No Restraint. No Law shall have been enacted, entered, issued, promulgated or enforced by any Governmental Entity that prohibits or restricts the transactions contemplated by this Agreement. No Governmental Entity shall have notified any party to this Agreement that consummation of the transactions contemplated by this Agreement would constitute a violation of any Law of any jurisdiction and/or that it intends to commence a suit, action, proceeding or investigation to restrain or prohibit such transactions or force divestiture or rescission, unless such Governmental Entity shall have withdrawn such notice and abandoned any such suit, action, proceeding or investigation prior to the Closing Date.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order which, if not a Final Order, shall not have been stayed or postponed or prohibited in effect in whole or part by any court or Governmental Entity, and such Sale Order meets the requirements of Section 7.7 of this Agreement.

9.2 Conditions to Obligations of the Buyers. The obligations of the Buyers to effect the Closing shall be subject to the following conditions, except to the extent waived in writing by the Buyers:

(a) Representations and Warranties.

(i) Each representation and warranty of the Sellers contained in this Agreement shall be true and correct in all material respects, in each case on and as of the date of this Agreement and on and as of the Closing Date, except that those representations and warranties that (A) are limited or qualified by terms such as "material" or "Material Adverse Effect" shall be true and correct in all respects and (B) address matters only as of a particular date shall remain true and correct as of said date.

(ii) The Sellers shall have delivered to the Buyers a certificate of the Sellers in form and substance reasonably satisfactory to the Buyers, dated the as of Closing Date and signed on behalf of the Sellers by a duly authorized officer, in such capacity, confirming the matters in Sections 9.2(a)(i), 9.2(b), 9.2(c) and 9.2(d) (which certificate however, shall not serve as evidence or otherwise have any effect on the determination of whether the conditions set forth in Section 9.2(a)(i), 9.2(b), 9.2(c) and 9.2(d) have been satisfied).

(b) Covenants. The Sellers shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Sellers on or prior to the Closing Date.

(c) No Litigation. No Action shall be pending or threatened before any Governmental Entity, arbitrator or regulatory or self-regulatory body wherein an unfavorable Order could (i) prevent consummation of any of the transactions contemplated by this Agreement or prevent the Sellers from fulfilling a material obligation contemplated herein, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (iii) adversely affect the right of the Buyers to own the Purchased Assets and to control the Team and Arena (and with respect to any of the foregoing, no such Order shall be in effect).

(d) Consents and Permits. All Consents and Permits of third Persons that must be obtained or made by the Sellers in order for the Sellers to consummate the transactions contemplated by this Agreement shall have been obtained or deemed obtained or made, shall be in full force and effect, and shall be in form and substance reasonably satisfactory to Buyers, without any diminution in value of the Purchased Assets.

(e) Assumed Plans. The Sellers shall have taken all steps reasonably necessary to transfer sponsorship of the Assumed Plans sponsored by the Sellers, and the rights and assets of the Sellers under Multiemployer Plans administered or sponsored by the NHL for the benefit of the Member Clubs, to the Buyers (or their designated Affiliates) effective as of the Closing.

(f) Closing Deliverables. The Buyers shall have received all documents and other items required to be delivered by the Sellers to the Buyers pursuant to Section 4.2.

9.3 Conditions to Obligations of the Sellers. The obligations of the Sellers to effect the Closing shall be subject to the following conditions, except to the extent waived in writing by Seller:

(a) Representations and Warranties.

(i) Each representation and warranty of the Buyers contained in this Agreement shall be true and correct in all material respects, in each case on and as of the date of this Agreement and on and as of the Closing Date, except that those representations and warranties that (A) are limited or qualified by terms such as "material" or "Material Adverse Effect" shall be true and correct in all respects and (B) address matters only as of a particular date shall remain true and correct as of said date.

(ii) The Buyers shall have delivered to the Sellers a certificate of the Buyers in form and substance reasonably satisfactory to the Sellers, dated the as of Closing Date and signed on behalf of the Buyers by a duly authorized officer, in such capacity, confirming the matters in Sections 9.3(a)(i), 9.3(b), 9.3(c) and 9.3(d) (which certificate however, shall not serve as evidence or otherwise have any effect on the determination of whether the conditions set forth in Section 9.3(a)(i), 9.3(b), 9.3(c) and 9.3(d) have been satisfied).

(b) Covenants. The Buyers shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Buyers on or prior to the Closing Date.

(c) No Litigation. No Action shall be pending or threatened before any Governmental Entity, arbitrator or regulatory or self-regulatory body wherein an unfavorable Order could (a) prevent consummation of any of the transactions contemplated by this Agreement or (b) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and with respect to either of the foregoing, no such Order shall be effect).

(d) Consents and Permits. All Consents and Permits of third Persons that must be obtained or made by the Buyers in order for the Buyers to consummate the transactions contemplated by this Agreement shall have been obtained or deemed obtained or made, shall be in full force and effect, and shall be in form and substance reasonably satisfactory to Sellers, without any diminution in value of the Purchased Assets.

(e) Closing Deliverables. The Sellers shall have received all documents and other items required to be delivered by the Buyers to the Sellers pursuant to Section 4.3.

ARTICLE X

TERMINATION

10.1 Termination of Agreement. This Agreement may be terminated at any time before the Closing as follows and in no other manner:

(a) Mutual Consent. By mutual written consent of the Buyers and the Sellers.

(b) Conditions to the Buyers' Performance Not Met. By the Buyers, upon written notice to the Sellers, if any event occurs or matter is discovered or becomes known to the Buyers that would render impossible the satisfaction, on or before the Termination Date, of one or more conditions to the obligations of the Buyers to consummate the transactions contemplated by this Agreement as set forth in Section 9.1 or 9.2, and the Buyers shall not have waived and do not, in their sole discretion, wish to waive such condition or conditions; provided, however, that the right to terminate this Agreement under this Section 10.1(b) shall not be available to the Buyers if the Buyers' actions or omissions resulted in or were primarily responsible for such impossibility and the Buyers' actions or omissions constitute a breach of any of the Buyers' representations, warranties, covenants or agreements under this Agreement.

(c) Conditions to the Sellers' Performance Not Met. By the Sellers, upon written notice of the Sellers to the Buyers, if any event occurs or matter is discovered or becomes known to the Sellers that would render impossible the satisfaction, on or before the Termination Date, of one or more conditions to the obligations of the Sellers to consummate the transactions contemplated by this Agreement as set forth in Section 9.1 or 9.3, and the Sellers shall not have waived and do not, in their sole discretion, wish to waive such condition or conditions; provided, however, that the right to terminate this Agreement under this Section 10.1(c) shall not be available to the Sellers if the Sellers' actions or omissions resulted in or were primarily responsible for such impossibility and the Sellers' actions or omissions constitute a breach of any of the Sellers' representations, warranties, covenants or agreements under this Agreement.

(d) Material Breach. (i) By the Buyers if (A) the Buyers have not materially breached any of their representations, warranties, covenants or agreements under this Agreement and (B) there has been a material breach on the part of the Sellers of any of their representations, warranties, covenants or agreements that is not curable or, if curable, has not been cured within five (5) Business Days after the Seller's receipt of written notice (including a reasonably detailed description of such breach) from the Buyers of an intention to terminate if

such breach continues or (ii) by the Sellers if (A) the Sellers have not materially breached any of their representations, warranties, covenants or agreements under this Agreement and (B) there has been a material breach on the part of the Buyers of any of their representations, warranties, covenants or agreements that is not curable or, if curable, has not been cured within five (5) Business Days after the Buyers' receipt of written notice (including a reasonably detailed description of such breach) from the Sellers of an intention to terminate if such breach continues.

(e) Outside Date. By the Sellers, on the one hand, or the Buyers, on the other hand, if the Closing has not occurred on or before ~~October~~November 15, 2009 (the "**Termination Date**"); provided, however, that the right to terminate this Agreement under this Section 10.1(e) shall not be available to any party whose actions or omissions resulted in or were primarily responsible for the failure of the Closing to occur on or before the Termination Date and such actions or omissions constitute a breach of any of such party's representations, warranties, covenants or agreements under this Agreement.

(f) Bankruptcy. By the Buyers if (i) the Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the transactions provided for in this Agreement, or a trustee is appointed for the Sellers and such trustee rejects the transactions contemplated by this Agreement, (ii) the Sale Order fails to contain a finding under Section 363(m) of the Bankruptcy Code or fails to authorize the sale of the Purchased Assets free and clear of Encumbrances (other than Permitted Encumbrances) pursuant to Section 363(f) of the Bankruptcy Code, (iii) the Sale Order fails to declare or confirm that the Commissioner of the NHL or his designees have the sole right to operate and control the operations of the Team, effective immediately upon entry by the Bankruptcy Court of such Sale Order, or if subsequent to the date of such Sale Order, such rights to operate and control the operations of the Team are terminated, withdrawn or amended in any material respect that could reasonably be expected to have a material adverse effect on the rights of Buyers to operate and control the operations of the Team, or (iv) the debtor-in-possession financing terminates or expires.

10.2 Effect of Termination.

(a) Subject to Section 10.2(b), if this Agreement is terminated under any provision of Section 10.1, all further obligations of the parties under this Agreement shall terminate; provided, however, that no termination of this Agreement pursuant to Section 10.1(d) shall relieve any party of any Liability for any breach by such party of its representations, warranties, covenants or agreements set forth in this Agreement or be deemed to constitute a waiver of any available right or remedy for any such breach.

(b) This Article X, Article XI and Article XII, and any other provision of this Agreement that expressly provides for its continued effectiveness after a termination of this Agreement, shall be deemed to survive any termination of this Agreement.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

11.1 No Other Representations or Warranties. Except for the representations and warranties contained in Article V (as modified by the Schedules hereto), neither the Sellers nor any other Person makes any other express or implied representation or warranty with respect to the Sellers, the Business, the Purchased Assets (including the value, condition or use of any Purchased Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and the Sellers disclaim any other representations or warranties, whether made by the Sellers, any Affiliate of the Sellers or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in Article V (as modified by the Schedules hereto), each Seller (i) expressly disclaims and negates any representation or warranty, expressed or implied, at common law, by statute or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Purchased Assets by the Buyers after the Closing), and (ii) disclaims all Liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyers or their Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyers by any director, officer, employee, agent, consultant or representative of either Seller or any of their Affiliates).

11.2 Survival of Representations and Warranties. None of the representations or warranties of the Sellers set forth in this Agreement shall survive the Closing.

ARTICLE XII

GENERAL

12.1 Entire Agreement; Amendments. This Agreement (including any schedules, exhibits and documents delivered herewith or attached hereto) and the other Transaction Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede and are in full substitution for any and all previous agreements, contracts, representations, warranties and conditions among the parties, whether written or oral with respect to such subject matter. No provision of this Agreement may be modified, supplemented, or amended except by a written instrument executed by each of the parties hereto.

12.2 Schedules; Exhibits. Each Schedule and Exhibit delivered under the terms of this Agreement shall be in writing and shall constitute an integral part of this Agreement.

12.3 Assignment. Neither this Agreement nor any rights, duties or obligations under it are assignable (directly, indirectly, by operation of law, change of control or otherwise) by any party hereto without the prior written consent of the other parties, except that the Buyers

may assign this Agreement and any of their rights, duties or obligations under this Agreement (i) prior to the Closing Date to any other Affiliate of the NHL or an NHL Entity, (ii) after the Closing Date to any Person to which the Team Buyer sells or transfers the Team's NHL franchise (subject to NHL approval) or the Arena Buyer sells or transfers the rights to operate and manage the Arena or (iii) at any time to any of their lenders or other financing sources for collateral security purposes, so long as, in the case of clause (iii), such assignment does not have a material adverse effect on the ability of the Buyers (or such assignee in the case of clause (i)) to consummate the transactions contemplated under this Agreement. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, each party hereto and its successors and permitted assigns.

12.4 Headings. The descriptive headings of the Articles, Sections and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

12.5 Counterparts; Facsimile/pdf Signatures. This Agreement may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Agreement by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Agreement.

12.6 Confidentiality. The Sellers acknowledge that a failure to maintain the confidentiality of any confidential information of either Seller could adversely affect the value of the Purchased Assets contemplated to be acquired by the Buyers hereunder and acknowledge and agree that (i) except in connection with solicitation or negotiation of a proposal or offer providing for the acquisition, directly or indirectly, of the Purchased Assets by a third Person that is subject to a confidentiality agreement with Sellers, Sellers will not disclose any such confidential information of either Seller to any third Person (other than to their Representatives on a need to know basis only and to the NHL and as otherwise required by Law) without the consent of the Buyers, (ii) a breach of this Section 12.6 by a Seller would constitute a Material Adverse Effect and cause the Buyers irreparable harm that cannot be objectively measured or compensated by monetary damages and (iii) without prejudice to any other rights or remedies as the Buyers may have under this Agreement, at Law or in equity, the Buyers shall be entitled to obtain injunctive relief to enforce the provisions of this Section 12.6, without the necessity of proving monetary damages or posting a bond or security.

12.7 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person that is not a party hereto, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.8 Notices. Unless otherwise specified herein, all notices, requests, demands, consents and other communications hereunder shall be transmitted in writing by personal service, Federal Express or other nationally recognized overnight courier or facsimile (with confirmation of successful transmission), shall be deemed to have been duly given when received by the intended recipient, and shall be addressed as follows:

If to the Sellers, addressed to:

Coyotes Hockey, LLC
c/o Coyotes Holdings, LLC
P.O. Box 1397
Tolleson, Arizona 85353
Telecopy: (602) 275-6417
Attention: Jerry Moyes, Manager

Or (if via overnight delivery)

2200 South 75th Avenue
Phoenix, Arizona 85043
Attention: Jerry Moyes, Manager

with a copy to:

Squire, Sanders & Dempsey LLP
40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004
Telecopy: (602) 253-8129
Attention: Thomas J. Salerno

If to the Buyers, addressed to:

Coyotes Newco, LLC
c/o National Hockey League
1185 Avenue of the Americas
New York, New York 10036
Telecopy: (212) 789-2030
Attention: William Daly

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Telecopy: (212) 735-2000
Attention: J. Gregory Milmoe
Marc R. Packer

or to such other address, facsimile number or person as either party shall have last designated by such notice to the other party.

12.9 Expenses. Except as otherwise provided herein, including Section 8.1(a) or (b) hereof, the Sellers, on the one hand, and the Buyers, on the other hand, shall each pay their own expenses incident to the negotiation, preparation and performance of this Agreement and the

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transactions contemplated hereby, including the fees, expenses and disbursements of their respective accountants and counsel. Notwithstanding the generality of the foregoing, any expenses (including, but not limited to any fees and expenses for attorneys, experts, travel and discovery) incurred by the parties hereto in connection with any litigation, arbitration or other Action related to any dispute arising hereunder shall be borne by the losing party in such Action.

12.10 Waivers. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the Buyers and the Sellers or, in the case of a waiver, by the party waiving compliance. No failure on the part of any party to exercise, or delay in exercising, any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

12.11 Representation By Counsel; Interpretation. The Sellers and Buyers each acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of Law or legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Buyers and Sellers.

12.12 Severability. If any term or provision of this Agreement is held invalid, unenforceable or contrary to Law, such term or provision shall be deemed to be severable from the other terms and provisions hereof, but only to the extent necessary to bring this Agreement within the requirements of Law, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein; provided, however, that if the party that would be adversely affected by such severance demonstrates that a material inducement to its entering into this Agreement would be materially impaired, such party shall be entitled to seek an adjudication that this Agreement should be terminated on that ground.

12.13 Governing Law; Jurisdiction; Jury Trial; Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other Law that would make the Laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an

inconvenient forum to the maintenance of any such Action; provided, however, that, if the Bankruptcy Case is closed, all actions arising out of or relating to this Agreement shall be heard and determined in a state court or federal court in the City and State of New York, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The parties consent to service of process by mail (in accordance with Section 12.9) or any other manner permitted by law.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first above written.

"BUYERS"

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

"SELLERS"

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A-1

TEAM FORM OF BILL OF SALE

EXHIBIT A-2

ARENA FORM OF BILL OF SALE

EXHIBIT B-1

TEAM FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT B-2

ARENA FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT C-1

FORM OF TEAM INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT C-2

FORM OF ARENA INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT D

FORM OF SALE ORDER

EXHIBIT E

FORM OF TRANSFER OF PARTIAL LEASE ASSIGNMENT AGREEMENT

EXHIBIT F

FORM OF TRANSFER OF TRANSITION SERVICES AGREEMENT

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EXHIBIT G

FORM OF TRANSFER OF PURCHASABLE CLAIM

Document comparison done by DeltaView on Thursday, October 29, 2009 9:28:49 AM

Input:	
Document 1	pcdocs://nycsr01a/843714/19
Document 2	pcdocs://nycsr01a/861734/6a
Rendering set	Option 3a strikethrough double score no moves

Legend:	
Insertion	
~~Deletion~~	
<~~Moved from~~>	
>Moved to<	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	126
Deletions	127
Moved from	0
Moved to	0
Style change	0
Format changed	5
Total changes	258

SCHEDULES TO THE ASSET PURCHASE AGREEMENT

Schedule 1.1(a)

Assumed Contracts[1]

1. NHL Agreements (as defined in the Agreement), other than (i) the Existing Consent Agreement (as defined in the Agreement) and (ii) the Guaranty, dated September 27, 2006, of Coyotes Holdings MemberCo, LLC, Coyotes Holdings, LLC, Arena Management Group, LLC, Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust, in favor of the NHL.

2. NHL Collective Bargaining Agreement, effective September 16, 2004 through September 15, 2011, between the NHL and the NHLPA, and any successor to such agreement, and any and all Contracts, memoranda of understanding or other instruments in effect from time to time that govern the overall relationship between the NHL and its players.

3. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Jonas Ahnelov.

4. Standard Player's Contract, commencing as of April 13, 2009, by and between Coyotes Hockey, LLC and Justin Bernhardt.

5. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Mikkel Boedker.

6. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Ilja Bryzgalov.

7. Standard Player's Contract, commencing as of July 1, 2007, by and between Coyotes Hockey, LLC and Shane Doan.

8. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Joel Gistedt.

9. Standard Player's Contract, commencing as of July 1, 2007, by and between Coyotes Hockey, LLC and Martin Hanzal.

[1] With respect to Standard Player's Contracts, this schedule will be deemed to be amended as of Closing to reflect changes to the current roster of players.

10. Standard Player's Contract, commencing as of July 16, 2008, by and between Coyotes Hockey, LLC and Matt Jones.

11. Standard Player's Contract, commencing as of July 13, 2006, by and between Coyotes Hockey, LLC and Ed Jovanovski.

12. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Chad Kolarik.

13. Standard Player's Contract, commencing as of July 14, 2008, by and between Coyotes Hockey, LLC and Francis Lessard.

14. Standard Player's Contract, commencing as of July 1, 2007, by and between Calgary Flames Limited Partnership, by its General Partner Calgary Flames, Inc., and Matthew Lombardi.

15. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Brett MacLean.

16. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Jeff May.

17. Standard Player's Contract, commencing as of August 1, 2006, by and between Coyotes Hockey, LLC and Zbynek Michalek.

18. Standard Player's Contract, commencing as of July 23, 2008, by and between Coyotes Hockey, LLC and Al Montoya.

19. Standard Player's Contract, commencing as of July 12, 2007, by and between Coyotes Hockey, LLC and Peter Mueller.

20. Standard Player's Contract, commencing as of September 25, 2008, by and between Coyotes Hockey, LLC and Joel Perrault.

21. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Kevin Porter.

3 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

22. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Nick Ross.

23. Standard Player's Contract, commencing as of July 22, 2008, by and between Coyotes Hockey, LLC and Kurt Sauer.

24. Standard Player's Contract, commencing as of July 25, 2007, by and between Coyotes Hockey, LLC and David Schlemko.

25. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Viktor Tikhonov.

26. Standard Player's Contract, commencing as of April 1, 2008, by and between Coyotes Hockey, LLC and Kyle Turris.

27. Standard Player's Contract, commencing as of July 2, 2009, by and between Coyotes Hockey, LLC and Adrian Aucoin.

28. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Vernon Fiddler.

29. Standard Player's Contract, commencing as of July 3, 2009, by and between Coyotes Hockey, LLC and Shaun Heshka.

30. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Jason LaBarbera.

31. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Sami Lepisto.

32. Standard Player's Contract, commencing as of July 2, 2009, by and between Coyotes Hockey, LLC and Stefan Meyer.

33. Standard Player's Contract, commencing as of July 11, 2008, by and between Calgary Flames Limited Partnership, by its General Partner Calgary Flames, Inc., and Jim Vandermeer.

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34. Standard Player's Contract, commencing as of July 15, 2009, by and between Coyotes Hockey, LLC and Lauri Korpikoski.

35. Standard Player's Contract, commencing as of July 16, 2009, by and between Coyotes Hockey, LLC and David Spina.

36. Standard Player's Contract, commencing as of July 16, 2009, by and between Coyotes Hockey, LLC and Sean Sullivan.

37. Standard Player's Contract, commencing as of July 23, 2009, by and between Coyotes Hockey, LLC and Jeff Hoggan.

38. Standard Player's Contract, commencing as of July 10, 2008, by and between Center Ice, L.L.C., d/b/a Tampa Bay Lightning Hockey Club, and Radim Vrbata.

39. Standard Player's Contract, commencing as of _____, by and between Coyotes Hockey, LLC and Dave Scatchard.

40. Standard Player's Contract, commencing as of March 4, 2009, by and between Coyotes Hockey, LLC and Petra Prucha

41. Standard Player's Contract, commencing as of July 15, 2009, by and between Coyotes Hockey, LLC and Josh Tordjman

42. Standard Player's Contract, commencing as of July 29, 2009, by and between Coyotes Hockey, LLC and Scottie Upshall

43. Standard Player's Contract, commencing as of July 29, 2009, by and between Coyotes Hockey, LLC and Daniel Winnik

44. Standard Player's Contract, commencing as of July 15, 2009, by and between Coyotes Hockey, LLC and Keith Yandle

45. Standard Player's Contract, commencing as of July 1, 2006, by and between New Jersey Devils LLC (New Jersey Devils Hockey Club) and Sean Michael Zimmerman

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46. Standard Player's Contract, commencing as of September 2, 2009, by and between Coyotes Hockey, LLC and Taylor Pyatt

47. Employment Agreement, dated as of September 1, 2005, by and between Coyotes Hockey, LLC and Michael Barnett.

48. Agreement of Employment, dated as of September 15, 2008, by and between Tyson Nash and Coyotes Hockey, LLC.

49. Affiliation Agreement, dated as of August 1, 2007, by and between Coyotes Hockey, LLC and San Antonio Hockey, LLC, as amended by that certain Amendment to Affiliation Agreement between Coyotes Hockey, L.L.C. and San Antonio Hockey, L.L.C., entered into on June 24, 2008.

50. Secured Credit Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League, and all other agreements related thereto, including:

    a. Intercreditor Agreement, dated as of February 24, 2009, by and among SOF Investments, L.P., White Tip Investments, LLC, Donatello Investments, LLC and the National Hockey League.

    b. Pledge Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

    c. Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

    d. Trademark Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

    e. Assignment of Leases and Rents, dated as of February 24, 2009, from Coyotes Hockey, LLC to the National Hockey League.

    f. Leasehold Deed of Trust, dated as of February 24, 2009, by Coyotes Hockey, LLC to Stewart Title & Trust of Phoenix, Inc. for the benefit of the National Hockey League.

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g. Subordination Agreement, dated as of February 24, 2009, by and among Coyotes Hockey, LLC, SOF Investments, L.P., White Tip Investments, LLC and Donatello Investments, LLC in favor of the National Hockey League.

h. Amended and Restated Restricted Account and Securities Account Control Agreement, dated as of March 11, 2009, by and among Coyotes Hockey, LLC, the National Hockey League, SOF Investments, L.P. and Wells Fargo, National Association.

51. Letter Agreement, dated November 21, 2008, by and among the NHL, Coyotes Hockey, LLC, Coyotes Holdings, LLC, Coyotes Holdings MemberCo, LLC, Arena Management Group, LLC, Jerry Moyes, Vickie Moyes and the Jerry and Vickie Moyes Family Trust, as amended by a letter agreement dated January 8, 2009, and all agreements related thereto.

52. All agreements related to the debtor-in-possession financing provided by the NHL.

53. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Mike Bahn.

54. Letter Agreement, dated as of August 7, 2008, by and between Coyotes Hockey, LLC and John Bernal.

55. Employment Agreement, dated as of February 29, 2008, by and between Coyotes Hockey, LLC and Sean Burke.

56. Employment Agreement, dated as of August 23, 2007, by and between Coyotes Hockey, LLC and Ray Edwards.

57. Letter Agreement, dated as of June 30, 2008, by and between Coyotes Hockey, LLC and Frank Effinger.

58. Letter Agreement, dated as of August 11, 2008, by and between Coyotes Hockey, LLC and Mike Ermatinger.

59. Letter Agreement, dated as of June 27, 2008, by and between Coyotes Hockey, LLC and Keith Gretzky.

7 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

60. Employment Agreement, dated as of August 1, 2007, by and between Coyotes Hockey, LLC and Greg Ireland.

61. Letter Agreement, dated as of June 13, 2008, by and between Coyotes Hockey, LLC and John Krouse.

62. Letter Agreement, dated as of June 27, 2008, by and between Coyotes Hockey, LLC and Steven Lyons.

63. Letter Agreement, dated as of September 17, 2008, by and between Coyotes Hockey, LLC and Derek MacKinnon.

64. Employment Agreement, dated as of May 29, 2007, by and between Coyotes Hockey, LLC and Don Maloney.

65. Letter Agreement, dated as of July 23, 2007, by and between Coyotes Hockey, LLC and Rob Murphy.

66. Letter Agreement, dated as of April 9, 2008, by and between Coyotes Hockey, LLC and Jukka Nieminen.

67. Letter Agreement, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Barclay Parneta.

68. Letter Agreement, dated as of July 17, 2008, by and between Coyotes Hockey, LLC and Gord Pell.

69. Letter Agreement, dated as of June 26, 2008, by and between Coyotes Hockey, LLC and Steve Peters.

70. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Jason Rudee.

71. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Ulf Samuelsson.

8 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

72. Letter Agreement, dated as of July 21, 2008, by and between Coyotes Hockey, LLC and Jason Serbus.

73. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Tony Silva.

74. Letter Agreement, dated as of July 9, 2008, by and between Coyotes Hockey, LLC and Doug Sulliman.

75. Employment Agreement, dated as of August 6, 2007, by and between Coyotes Hockey, LLC and Brad Treliving.

76. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Stan Wilson.

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

78. Buy-Out Agreement of Dave Scatchard, dated July 2, 2007

79. Standard Player's Contract, commencing as of September 28, 2009, by and between Coyotes Hockey, LLC and Ryan Hollweg

80. Standard Player's Contract, commencing as of September 29, 2009, by and between Coyotes Hockey, LLC and Robert Lang

81. Standard Player's Contract, commencing as of September 29, 2009, by and between Coyotes Hockey, LLC and Matthew Watkins

82. Standard Player's Contract, commencing as of October 1, 2009, by and between Coyotes Hockey, LLC and Colin Long

83. Standard Player's Contract, effective as of July 15, 2008 (acquired via waivers on September 30, 2009), by and between Coyotes Hockey, LLC and Paul Bissonnette

9 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

84. AHL Player's Contract, commencing as of August 24, 2009, by and between Coyotes Hockey, LLC and Andrew Orpik

Schedule 1.1(b)

Collective Bargaining Agreements

There are no other collective bargaining agreements.

Schedule 1.1(c)

Multiemployer Plans

The Sellers do not have Employee Benefit Plans in which any current or former employee of a Seller is eligible to participate pursuant to a Collective Bargaining Agreement or NHL Rules.

Schedule 1.1(d)

NHL Obligations

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

2. Obligations with respect to the Team's club account.

Schedule 1.1(e)

Permitted Encumbrances

Common Operation and Reciprocal Easement Agreement for the Entertainment District at Westgate, made as of the February 15, 2006, by Entertainment Center Development, LLC and Coyote Center Development, LLC.

Schedule 2.1(xvi)

Team Seller Employee Benefit Plans

Coyotes Hockey, LLC 401(k) Plan
Dental Insurance: National Hockey League, CIGNA Dental PPO
Group Accident Policy: Unum Life Insurance Company of America
Life Insurance Policy: Unum Life Insurance Company of America
Long-Term Disability Policy: Unum Life Insurance Company of America
Medical Plan: National Hockey League, CIGNA Open Access Plus
Short Term Disability Plan, administered by Coyotes Holdings, LLC

Severance Plan: "At-Will" employees will receive one-week severance pay for every one-year of full-time employment with a minimum of two weeks' severance pay upon the execution of the "Release of All Claims" document provided. The severance payment will be mailed within three (3) business days of receipt of the original copy of "Release of All Claims" document duly dated and signed, within the allotted time to consider.

Schedule 2.2(ii)

Excluded Team Contracts

1. Employment Agreement, dated as of March __, 2008, by and between Coyotes Hockey, LLC and Wayne D. Gretzky.

2. AMULA Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyotes Hockey, LLC and Coyotes Holdings, LLC for the benefit of Coyote Center Development, LLC and Glendale-101 Development, LLC.

3. Club Transfer and Settlement Agreement, dated as of February 10, 2006, by and among the National Lacrosse League, Coyotes Hockey, LLC, Arena Management Group, LLC, Arizona Lacrosse, LLC, J.A. Columbus Sports Ventures, Inc., Michael Gongas, Charles Russo and AJ Sports Enterprises, Inc.

4. Aircraft Charter Agreement, dated as of September 5, 2007, by and between Swift Air, LLC and Coyotes Hockey, LLC.

5. Sixth Amended and Restated Revolving Loan Agreement, dated as of April 16, 2008, by and between Coyotes Hockey, LLC and Jerry Moyes and all other agreements related thereto, including the Sixth Amended and Restated Revolving Promissory Note, dated as of April 16, 2008, by Coyotes Hockey, LLC in favor of Jerry Moyes.

6. Asset Purchase Agreement, dated as of May 5, 2009, by and between Coyotes Hockey, LLC and PSE Sports & Entertainment LP, amended as of July 31, August 24 and September 7, 2009.

7. Consent Agreement, dated September 27, 2006, by and among the National Hockey League, Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Vicki Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC, Steven M. Ellman, SUB Investment, LLC, The Jerry and Vickie Moyes Family Trust, dated December 11, 1987, Westgate Investments, Westgate Signage, LLC, Wayne Gretzky, James Wikert, John A. Breslow, John A Breslow Rollover IRA, Lake Street Leasing Corp., Barry Handwerker and Garry Handwerker.

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

Schedule 2.3(xiii)

Arena Seller Employee Benefit Plans

Coyotes Hockey, LLC 401(k) Plan
Dental Insurance: National Hockey League, CIGNA Dental PPO
Group Accident Policy: Unum Life Insurance Company of America
Life Insurance Policy: Unum Life Insurance Company of America
Long-Term Disability Policy: Unum Life Insurance Company of America
Medical Plan: National Hockey League, CIGNA Open Access Plus
Short Term Disability Plan, administered by Coyotes Holdings, LLC

Severance Plan: "At-Will" employees will receive one-week severance pay for every one-year of full-time employment with a minimum of two weeks' severance pay upon the execution of the "Release of All Claims" document provided. The severance payment will be mailed within three (3) business days of receipt of the original copy of "Release of All Claims" document duly dated and signed, within the allotted time to consider.

Schedule 2.4(ii)

Excluded Arena Contracts

None

Schedule 2.5(a)(iv)

Pending Player Grievances under the NHL Collective Bargaining Agreement

Tony Amonte

The NHLPA has a grievance pending against the Team wherein it is asserted the Team owes Mr. Amonte $960,000.00 because monies were improperly withheld from signing bonus payments paid under Mr. Amonte's September 11, 2002 Standard Player's Contract.

Kevin Cormier

The NHLPA has a grievance pending against the Team wherein it is asserted Kevin Cormier is owed either $40,000.00 or $10,500.00 as a consequence of the Team's assignment of Mr. Cormier to Major Juniors during the 2006-2007 season.

Michael Morrison

The NHLPA has a grievance pending against the Team wherein it is asserted the Team owes Mr. Morrison $6,600.00 as reimbursement for housing expenses incurred during the 2006-2007 season.

Schedule 2.6(v)

~~**Assumption of Team Liabilities**~~

Team Allowable Unsecured Claims

1. Claim by 100 Club in the amount of $1,554.00 #

2. Claim by ACUL Credit Unions for Kids in the amount of $92.00 #

3. Claim by Aloha Courier Company in the amount of $2,890.53 #

4. Claim by American Cancer Society in the amount of $114.00 #

5. Claim by Arizona Department of Economic in the amount of $79.00 #

6. Claim by Arizona Republic in the amount of $16,900.00 #

7. Claim by Arizona Softball Association in the amount of $100.00 #

8. Claim by AZ Dept. of Transportation in the amount of $194.00 #

9. Claim by Ballena Technologies, Inc. in the amount of $12,000.00 # *

10. Claim by Bauer Hockey, Inc. in the amount of $15,735.94 #

11. Claim by Blue Media in the amount of $389.16 #

12. Claim by Bob Saunders in the amount of $500.00 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* ~~Buyers reserve the right to verify the amount of such claim.~~ * Buyers reserve the right to verify the amount of such claim.

21 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

13. Claim by Booge Commodities in the amount of $828.00 #

14. Claim by Boy Scouts of America in the amount of $130.00 #

15. Claim by Boyd Coffee Company in the amount of $198.69 #

16. Claim by Brinks, Inc. in the amount of $176.47 #

17. Claim by Business Helpers in the amount of $3,637.87 # *

18. Claim by BWD Group LLC in the amount of $46,153.12 # *

19. Claim by Carden Traditional Schools in the amount of $120.00 #

20. Claim by Chester F. Cartrett, Jr. in the amount of $600.00 #

21. Claim by Cleaning Agents in the amount of $1,109.91 #

22. Claim by Clear Channel Broadcast KMXP d/b/a KNIX-FM in the amount of $3,889.36 #

23. Claim by Clear Channel Broadcast KNIX d/b/a KZZP-FM in the amount of $2,261.25 #

24. Claim by Clear Channel Broadcast KZZP in the amount of $3,015.00 #

25. Claim by Clear Channel Broadcast KGME d/b/a KMXP-FM in the amount of $40,612.06 #

26. Claim by Clear Channel in the amount of $22,891.33 #

27. Claim by Daisy Tours/Conventions in the amount of $5,848.00 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* ~~Buyers reserve the right to verify the amount of such claim.~~ * Buyers reserve the right to verify the amount of such claim.

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

28. Claim by Darren Abate Photography in the amount of $48.66[#]

29. Claim by Desert Heights Charter School in the amount of $93.00[#]

30. Claim by Detail Design & Fabrication in the amount of $18,111.28[#]

31. Claim by Don Jackson in the amount of $195.00[#]

32. Claim by DSES PTA in the amount of $250.00[#]

33. Claim by Eagle Hockey in the amount of $126.82[#]

34. Claim by East Side Sports in the amount of $1,438.00[#]

35. Claim by Easton Sports Inc. in the amount of $5,679.95[#]

36. Claim by Ed Raichert, Inc. in the amount of $282.88[#]

37. Claim by Electronic Waveform Lab, Inc. in the amount of $66.54[#]

38. Claim by Exact Target in the amount of $9,600.00[#]

39. Claim by Fairmont San Jose in the amount of $10,088.16[#]

40. Claim by Federal Express in the amount of $1,101.82[#]

41. Claim by Firebird District in the amount of $176.00[#]

42. Claim by FlexxCoach in the amount of $13,300.00 [#]

43. Claim by Gilbert Fire Dept. in the amount of $198.00[#]

[#] Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

23 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

44. Claim by GM & Head Coach Pension Obligation in the amount of $590,000.00[#]

45. Claim by Graf Canada Ltd. In the amount of $1,528.74[#]

46. Claim by H J Trophies & Awards, Inc. in the amount of $120.06[#]

47. Claim by Hale Consulting, Ltd. in the amount of $108.00[#]

48. Claim by Hensley & Company in the amount of $3,680.00[#]

49. Claim by Hunter Industries in the amount of $7,360.00[#]

50. Claim by Imagine Schools at East Mesa in the amount of $68.00[#]

51. Claim by Innovative Embroidery in the amount of $853.73[#]

52. Claim by Integrated Support Systems in the amount of $1,839.00[#]

53. Claim by Interstate All Battery Center in the amount of $86.34[#]

54. Claim by Intra-Continental Ensurers in the amount of $173,876.28[#]

55. Claim by J&J Productions in the amount of $250.00[#]

56. Claim by Jane Lindell Hughes, M.D. in the amount of $165.00[#]

57. Claim by Jerry D. Ernest in the amount of $265.00 [#]

58. Claim by JW Marriot Denver in the amount of $7,710.14[#]

59. Claim by KFNN in the amount of $1,407.00[#]

[#] Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

24 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

60. Claim by Making Waves Pool Service in the amount of $350.00[#]

61. Claim by Marco Crane & Rigging Co. in the amount of $7,360.00[#]

62. Claim by Maricopa County Democratic in the amount of $80.00[#]

63. Claim by MC Hockey Skills LLC in the amount of $1,850.00[#]

64. Claim by Meth Amb Surg Hospital NW in the amount of $3,395.81[#]

65. Claim by Michael A. Noto in the amount of $750.00[#]

66. Claim by Michael Hamilton in the amount of $2,080.00[#]

67. Claim by Most Holy Trinity School in the amount of $250.00[#]

68. Claim by My Team Cares, LLC in the amount of $5,000.00[#]

69. Claim by National Audubon Society in the amount of $375.00[#]

70. Claim by National Hockey League in the amount of $256,835.70

71. Claim by Neopost Leasing in the amount of $4,262.87 [#]

72. Claim by NHL for 2008-09 assessment in the amount of $508,900

73. Claim by NHL 05-06 Playoff shortfall in the amount of $1,321,539.00

74. Claim by NHL Pension Society in the amount of $18,000.00[#]

75. Claim by Omni Los Angeles Hotel in the amount of $8,838.28[#]

[#] Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

25 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

76. Claim by OPACS, Inc. in the amount of $4,311.82[#]

77. Claim by Pepsi Cola Company in the amount of $1,374.80[#]

78. Claim by Peter Grosskopf in the amount of $250.00[#]

79. Claim by Praxair Distribution Inc. in the amount of $265.16[#]

80. Claim by Prisma Graphic Corp. in the amount of $1,885.50[#]

81. Claim by Pro Sports EMS LLC in the amount of $1,300.00[#]

82. Claim by PXP Broadcast Services in the amount of $500.00[#]

83. Claim by Quest Diagnostic in the amount of $152.45[#]

84. Claim by Radiologist of the UofR in the amount of $39.80[#]

85. Claim by Reebok-CCM Hockey US, Inc. in the amount of $25,549.53[#]

86. Claim by RinkNet Marketing, Inc. in the amount of $5,511.85 [#]

87. Claim by Rogers Broadcasting Limited in the amount of $200.00[#]

88. Claim by S Texas Radiology Img Ctr in the amount of $172.88[#]

89. Claim by School Health Corporation in the amount of $3,646.66[#]

90. Claim by Selly Broadcast Services in the amount of $250.00[#]

91. Claim by Sher-Wood Hockey (TPS) in the amount of $613.98[#]

[#] Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

26 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

92. Claim by Shred-It in the amount of $248.00[#]

93. Claim by Sir Speedy in the amount of $2,355.63[#]

94. Claim by Skyview Satellite Networks Inc. in the amount of $25,763.99[#]

95. Claim by Southern Sports Supply Corp. in the amount of $422.69[#]

96. Claim by Southwest District Kiwanis in the amount of $64.00[#]

97. Claim by Special Olympics Arizona in the amount of $238.00[#]

98. Claim by Statera Southwest in the amount of $510.00[#]

99. Claim by Tanner Catalano Foundation in the amount of $2,500.00[#]

100. Claim by Team Shop Premiums in the amount of $8,927.78[#]

101. Claim by Tectura Corporation in the amount of $1,871.16 [#]

102. Claim by Terminix in the amount of $55.00

103. Claim by The Antigua Group, Inc. in the amount of $5.76[#]

104. Claim by The Association of Luxury in the amount of $510.00[#]

105. Claim by The Hand Center of San Antonio in the amount of $1,284.45[#]

106. Claim by The Orin Group, LLC in the amount of $5,285.00[#]

107. Claim by TRI-C Club Supply, Inc. in the amount of $303.88[#]

[#] Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

27 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

108. Claim by Tru West Credit Union in the amount of $260.00[#]

109. Claim by Txtstation Global Mobile Mktg in the amount of $11,000.00[#]

110. Claim by Universal Background Screening in the amount of $2,948.00[#]

111. Claim by University Orthopaedic Assoc. in the amount of $79.28[#]

112. Claim by Vaughn Custom Sports Inc. in the amount of $378.72[#]

113. Claim by Warrior Sports in the amount of $14,964.50[#]

114. Claim by WebEx Communications Inc. in the amount of $220.00[#]

115. Claim by WG Authentic in the amount of $1,155.00[#]

116. Claim by Xona Resort Suites in the amount of $33,123.42 [#]

117. Claim by American Express in the amount of $212,755.21[#]

118. Claim by AT&T Mobility in the amount of $30,511.99[#]

119. Claim by Bingham McCutchen LLP / Bingham in the amount of $425,591.81[#]

120. Claim by Build-A-Bear Workshop, Inc. in the amount of $29,528.58[#]

121. Claim by CAA Sports in the amount of $40,000.00[#]

122. Claim by Chubb & Son in the amount of $5,964.45[#]

123. Claim by Cox Communications in the amount of $10,981.43[#]

[#] Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

28 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

124. Claim by Cox Media, LLC in the amount of $32,411.52

125. Claim by Coyotes Charities in the amount of $63,975.00 #

126. Claim by Coyotes Ice, L.L.C. in the amount of $121,859.22 *

127. Claim by Custom Tours & Travel in the amount of $50,975.00 #

128. Claim by DJO, LLC in the amount of $2,400.00 #

129. Claim by Gold Coast Tours in the amount of $2,291.75 #

130. Claim by Grasso Law Firm P.C. in the amount of $1,682.40 #

131. Claim by Greenberg Traurig in the amount of $11,932.02 #

132. Claim by Jeff Kercher in the amount of $2,000.00 #

133. Claim by Jones Day in the amount of $314,060.00 #

134. Claim by KATZ Television in the amount of $97,000.00 #

135. Claim by Law Offices of Lane & Ehrlich in the amount of $260.20 #

136. Claim by Level 3 Communications, LLC in the amount of $3,000.00 #

137. Claim by Mariscal Weeks McIntyre in the amount of $1,318.58 #

138. Claim by OccuNet in the amount of $1,074.39 #

* Buyers reserve the right to verify the amount of such claim.

\# Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

29 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

139. Claim by Research in Motion Corp in the amount of $3,314.85 #

140. Claim by Scarborough Research in the amount of $7,637.50 #

141. Claim by Special Transport Services in the amount of $48,967.50 # *

142. Claim by State Employee Celebration in the amount of $79.00 #

143. Claim by Swift Air, L.L.C. in the amount of $578.00 #

144. Claim by TransJet, Inc. in the amount of $168,411.00 #

145. Claim by Turnkey Intelligence, LLC in the amount of $13,800.00 #

146. Claim by UPS in the amount of $783.96 #

147. Claim for Performance Bonuses for NHL 2008-09 Season in the amount of $127,500.00 #

148. Claim by BSA-US Bancorp in the amount of $166,415.95 *

149. Claim by Directv in the amount of $73.85 #

150. Claim by Insight in the amount of $667.13 #

151. Claim by Qwest Business Services in the amount of $122.18 #

152. Claim by Qwest Corporation in the amount of $21,809.01 # *

* ~~Buyers reserve the right to verify the amount of such claim.~~ * Buyers reserve the right to verify the amount of such claim.

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* Buyers reserve the right to verify the amount of such claim.

153. Claim by Special Ts in the amount of $920.00 #

154. Claim by Sports & Broadcast Services in the amount of $4,195.00 #

155. Claim by Sports Medicine Assoc of SA in the amount of $306.27 #

156. Claim by Sports Sales Consulting, Inc. in the amount of $4,000.00 #

157. Claim by St. John Westshore Hospital in the amount of $416.98 #

158. Claim by Verizon Wireless in the amount of $1,555.71 #

159. Claim by Aramark in the amount of $6,495.50

160. Claim by Aramark at Jobing.Com Arena in the amount of $57,821.57

161. Claim by Aramark Corporation in the amount of $132,862.58

162. Claim by Aramark Sports & Entertainment in the amount of $69,130.00

163. Claim by Benson Security Systems Inc. in the amount of $6,750.00

164. Claim by City of Glendale - Misc A/R in the amount of $286,533.00 *±

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

~~* Buyers reserve the right to verify the amount of such claim.~~ * Buyers reserve the right to verify the amount of such claim.

± The claims of the City of Glendale that are purchased hereunder do not include certain additional claims asserted by the City of Glendale against the Debtors' estate, including amounts arising under a certain "Team Guaranty" dated January 31, 2002, in the amount of $12,250,000.00, and additional amounts arising prepetition under the AMULA, in the amount of $2,103,685.85. Notwithstanding anything herein to the contrary, nothing herein shall constitute a waiver by the City of Glendale of the additional asserted claims set forth in the immediately preceding sentence (the "Non-Waived Claims") or any defense thereto, and nothing herein is intended to impair or compromise the Non-Waived Claims in any respect.

165. Claim by City of Glendale - Renewal & R in the amount of $70,076.00*±

166. Claim by City of Glendale Parking Fees in the amount of $1,462,082.00*±

167. Claim by FSN Arizona in the amount of $324,738.75

168. Claim by Heritage Graphics Inc. in the amount of $81,354.15

169. Claim by John Browne in the amount of $186,670.31

170. Claim by Lease Group Resources Inc. in the amount of $31,857.50*

171. Claim by Ricoh Americas Corp – Arizona in the amount of $22,067.80

172. Claim by Sharp Electronics Corp. in the amount of $15,144.78

173. Claim by Whiteout Way Investments in the amount of $1,243,408.43*

174. Claim by Dave Scatchard in the amount of $0.00*

175. Claim by Michael Barnett in the amount of $378,846.29*

176. Claim by Brendan Bell in the amount of $5,438.15 #*

177. Claim by Olli Jokinen in the amount of $19,200.00#*

178. Claim by Dimitri Kalinin in the amount of $13,462#*

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* ~~Buyers reserve the right to verify the amount of such claim.~~ Buyers reserve the right to verify the amount of such claim.

179. Claim by Joakim Lindstrom in the amount of $6,341.41[#] *

Total: $9,785,866.10

33 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

Schedule 2.8(v)

~~**Assumption of Arena Liabilities**~~

Arena Allowable Unsecured Claims

1. Claim by Aloha Courier Company in the amount of $362.32 #

2. Claims by American Outdoor Advertising in the amounts of $1,500.00 and $2,500.00 #

3. Claim by Arizona Catering, Inc. in the amount of $20,460.63 #

4. Claim by Arizona Electric Supply in the amount of $483.02 #

5. Claim by Arizona Machinery in the amount of $1,174.40 #

6. Claim by ASCAP in the amount of $211.00 #

7. Claim by Blue Media in the amount of $3,810.77 #

8. Claim by BMI General Licensing in the amount of $150.00 #

9. Claim by Brinks, Inc. in the amount of $410.09 #

10. Claim by Browns Partsmaster, Inc. in the amount of $593.23 #

11. Claim by City Electric Supply Co. in the amount of $700.06 #

12. Claim by Clear Channel Broadcast KMXP d/b/a KMXP-FM in the amount of $1,648.70 #

13. Claim by Clear Channel Broadcast KNIX d/b/a KNIX-FM in the amount of $10,169.85 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

14. Claim by Clear Channel Broadcast KYOT d/b/a KYOT-FM in the amount of $1,405.24[#]

15. Claim by Clear Channel Broadcast KZZP d/b/a KZZP-FM in the amount of $3,365.75[#]

16. Claim by Clear Channel Broadcast KESZ d/b/a KESZ-FM in the amount of $4,783.80[#]

17. Claim by Clearwing Productions, Inc. in the amount of $2,691.09[#]

18. Claim by Cookson Door Sales of Arizona in the amount of $1,492.21[#]

19. Claim by Creative Communications and Rentals, Inc. in the amount of $812.91[#]

20. Claim by Dell Marketing L.P. in the amount of $170.31[#]

21. Claim by Emcor Services Arizona in the amount of $13,582.91[#]

22. Claim by Fastenal Company in the amount of $468.43[#]

23. Claim by FedEx Freight in the amount of $74.95[#]

24. Claim by Ferguson Enterprises, Inc. in the amount of $178.24[#]

25. Claim by General Mechanical Systems Inc in the amount of $11,004.73[#]

26. Claim by Goodway Technologies Corp. in the amount of $1,512.55[#]

27. Claim by Goodyear Glass & Mirror in the amount of $442.11[#]

28. Claim by Lee Wellington d/b/a World of Beef in the amount of $600.00[#]

29. Claim by Maintenance Mart in the amount of $29,410.67 [#]

[#] Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.
[#] Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

35 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

30. Claim by Make Parties Happen in the amount of $2,047.03[#]

31. Claim by McMaster-Carr Supply Co. in the amount of $3,502.01[#]

32. Claim by Medical Emergency Devices & SV in the amount of $522.85[#]

33. Claim by Ray and Larry's Golf Car Service in the amount of $479.22[#]

34. Claim by Sherwin Williams Co. in the amount of $336.77[#]

35. Claim by SRP in the amount of $56,767.81[#]

36. Claim by St. Mary's Food Bank Alliance in the amount of $4,000.00[#]

37. Claim by Tennant Sales and Service Co. in the amount of $1,969.47[#]

38. Claim by The Plumber's Choice, Inc. in the amount of $4,477.17[#]

39. Claim by United Rentals Northwest, Inc. in the amount of $1,520.76[#]

40. Claim by Vern Lewis Welding Supply, Inc. in the amount of $2,527.64[#]

41. Claim by Vestar-DRM OPCO in the amount of $270.02[#]

42. Claim by Voss Lighting in the amount of $6,963.03[#]

43. Claim by United Site Services in the amount of $114.24[#]

44. Claim by Interstate All Battery Center in the amount of $425.21 [#]

45. Claim by 620 Sports KTAR-AM in the amount of $1,392.42[#]

[#] Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

36 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

46. Claim by Acorn Gas Company, Inc. in the amount of $945.37[#]

47. Claim by Allied Waste Services #753 in the amount of $4,487.53[#]

48. Claim by Bill Young Productions, Inc. in the amount of $7,337.50[#]

49. Claim by CBS5 in the amount of $3,246.16[#]

50. Claim by Chemtreat, Inc. in the amount of $2,762.38[#]

51. Claim by Cox Media, LLC in the amount of $21,266.80

52. Claim by Friends of Eight in the amount of $2,920.00[#]

53. Claim by KBAQ-FM 89.5 in the amount of $640.00[#]

54. Claim by KDKB-FM in the amount of $8,220.60[#]

55. Claim by KimBall Midwest in the amount of $355.34[#]

56. Claim by KJZZ-FM 91.5 in the amount of $640.00[#]

57. Claim by KMLE-FM in the amount of $20,561.80[#]

58. Claim by KNXV-TV in the amount of $4,587.33[#]

59. Claim by KOOL-FM in the amount of $3,075.30[#]

60. Claim by KPKX-FM in the amount of $3,523.78[#]

61. Claim by KPNX-TV in the amount of $29,226.16[#]

[#] Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

37 DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

62. Claim by KTVK TV3 in the amount of $1,678.14[#]

63. Claim by KUPD-FM in the amount of $25,619.82[#]

64. Claim by Martin/Martin Consulting in the amount of $1,891.25[#]

65. Claim by News 92.3 KTAR-FM in the amount of $1,281.37[#]

66. Claim by Premier Rinks, Inc. in the amount of $1,960.53[#]

67. Claim by ProEM in the amount of $980.52[#]

68. Claim by Riviera Broadcast Group EDGE in the amount of $5,591.07[#]

69. Claim by Sierra H Broadcasting Inc. in the amount of $567.21[#]

70. Claim by Tour Design Inc. in the amount of $2,185.00[#]

71. Claim by Univision/KTVW Phoenix in the amount of $17,657.35[#]

72. Claim by Arizona Republic in the amount of $15,988.71 [#]

73. Claim by Citicorp USA in the amount of $276,870.59 [#]

74. Claim by T.E.A.M. Security in the amount of $6,876.36

75. Claim by Terminix in the amount of $2,944.00 [#]

76. Claim by AEG Facilities in the amount of $329,655.27

77. Claim by AEG Facilities Inc. in the amount of $24,000.00

[#] Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

78. Claim by Aramark Corporation in the amount of $11,752.59

79. Claim by Aramark Sports & Entertainment in the amount of $61.86

80. Claim by Atomic Pest Control in the amount of $175.00

81. Claim by Chemtex Corporation in the amount of $8,228.22

82. Claim by City of Glendale in the amount of $37,167.00* ±

83. Claim by City of Glendale - Misc A/R in the amount of $507,325.73*±

84. Claim by Climatec Building Technologies in the amount of $25,026.00*

85. Claim by Kone Inc. in the amount of $13,353.99*

86. Claim by LandCorp Property Maintenance in the amount of $43,372.43

87. Claim by NRG Southwest Inc. in the amount of $95,844.79

88. Claim by Premier Marketing, Inc in the amount of $46,641.00

89. Claim by Ticketmaster in the amount of $3,793.43

* Buyers reserve the right to verify the amount of such claim.

± The claims of the City of Glendale that are purchased hereunder do not include certain additional claims asserted by the City of Glendale against the Debtors' estate, including amounts arising under a certain "Team Guaranty" dated January 31, 2002, in the amount of $12,250,000.00, and additional amounts arising prepetition under the AMULA, in the amount of $2,103,685.85. Notwithstanding anything herein to the contrary, nothing herein shall constitute a waiver by the City of Glendale of the additional asserted claims set forth in the immediately preceding sentence (the "Non-Waived Claims") and any defense thereto, and nothing herein is intended to impair or compromise the Non-Waived Claims in any respect.

~~* Buyers reserve the right to verify the amount of such claim.~~

DeltaView comparison of pcdocs://nycsr07a/1486159/15 and pcdocs://nycsr07a/1516219/3a. Performed on 10/29/2009.

90. Claim by Waste Management in the amount of $6,242.33

Total: $1,832,013.23

Schedule 2.9

Assumed Contracts Cure Costs

[To be provided by Sellers prior to signing of the Agreement.]

Schedule 2.14(a)

Glendale Contracts

1. Partition and Sale Agreement, dated as of September 25, 2006, by and among Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC, Steven M. Ellman, SUB Investments, LLC, Jerry and Vickie Moyes Family Trust, Westgate Investments, LLC and Westgate Signage, LLC.

2. Amended and Restated Agreement in Respect of Parking and Mixed-Use Development Agreement, dated as of July 1, 2008, by and among Coyote Center Development, LLC, Glendale-101 Development, LLC, Arena Development, LLC, Westgate Investments, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

3. Agreement for the Replacement of Temporary Parking, dated as of July 1, 2008, by and among City of Glendale, Coyote Center Development, LLC, Glendale Garage LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

4. Declaration of Easements, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

5. Master Declaration of Easements, Covenants, Conditions and Restrictions for Westgate, dated as of January 30, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

6. Common Operation and Reciprocal Easement Agreement for the Entertainment District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

7. Common Operation and Reciprocal Easement Agreement for the Village Retail District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC, to the extent a Seller is a beneficiary thereof.

8. Common Operation and Reciprocal Easement Agreement for the Destination Retail District, dated as of February 15, 2006, by Coyote Center Development, to the extent a Seller is a beneficiary thereof.

9. Nondisturbance and Attornment Agreement, dated as of September 25, 2006, by and among Credit Suisse, Coyotes Hockey, LLC, Arena Management Group, LLC and Coyotes Holdings, LLC.

10. Parking Replacement Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

11. Revised and Restated Parking Use License and Easement Agreement, dated as of July 1, 2008, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC and Coyote Center Development, LLC.

12. Reassignment and Assumption Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

13. Safety and Security Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC and Coyotes Hockey, LLC.

14. Consolidated Trailing Agreement, dated as of September 25, 2006, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC, as amended by that certain First Amendment to Consolidated Trailing Agreement, dated as of July __, 2008, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC.

15. Sponsorship and Marketing Cooperation Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Entertainment Center Development, LLC, Westgate Signage, LLC, Arena Management Group, LLC and Coyotes Hockey, LLC.

16. Team Guaranty Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyote Center Development, LLC, SUB Investments, LLC and Westgate Investments, LLC for the benefit of Coyotes Hockey, LLC.

17. Agreement, dated as of August 29, 2002, by and among B&B Holdings, Inc. d/b/a Arizona Cardinals, Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

18. Assignment and Assumption Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC and Coyotes Hockey, LLC.

19. Naming Rights Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

20. Letter Agreement, dated as of March 24, 2009, by and between Coyotes Hockey, LLC and Atomic Pest Control, LLC.

21. Sponsorship Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and AT&T Operations, Inc.

22. Sponsorship Letter Agreement, dated as of July 3, 2007, by and between Coyotes Hockey, LLC and Benson Security Systems, Inc., as amended by that certain First Amendment to Sponsorship Letter Agreement, dated as of April 9, 2009, by and between Coyotes Hockey, LLC and Benson Security Systems Inc.

23. Amended and Restated Letter Agreement, dated as of August 25, 2008, by and between Coyotes Hockey, LLC and Sharp Electronics Corporation.

24. Agreement for Sponsorship and Promotion, dated as of December 6, 2007, by and between Coyotes Hockey, LLC and Valley Toyota Dealer Association, Inc.

25. Letter Agreement, dated as of November 8, 2007, by and between Coyotes Hockey, LLC and Comerica Bank.

26. Letter Agreement, dated as of November 21, 2007, by and between Coyotes Hockey, LLC and Danny's Family Companies, LLC.

27. Letter Agreement, dated as of December 7, 2006, by and between Coyotes Hockey, LLC and Delta Dental of Arizona.

28. Agreement for Sponsorship and Promotion, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as amended by that certain First Amendment to Agreement for Sponsorship and Promotion, dated as of August 10, 2005, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Second Amendment to Agreement for Sponsorship and Promotion, dated as of September __, 2006, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Third Amendment to Agreement for Sponsorship and Promotion, dated as of December 7, 2007, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

29. Letter Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Diamond Resorts International, LLC.

30. Letter Agreement, dated as of June 29, 2007, by and between Coyotes Hockey, LLC and Galardi Group Franchise & Leasing, LLC.

31. Letter Agreement, dated as of March 20, 2007, by and between Coyotes Hockey, LLC and Gila River Gaming Enterprises, Inc.

32. Letter Agreement, dated as of August 19, 2008, by and between Coyotes Hockey, LLC and Government Employees Insurance Company.

33. Letter Agreement, dated as of October 23, 2006, by and between Coyotes Hockey, LLC and Heritage Graphics, Inc.

34. Letter Agreement, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Ride Now Management, LLC.

35. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Salt River Project Agricultural Improvement and Power District.

36. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Vemma Nutrition Company.

37. Letter Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

38. Sponsorship Agreement, dated as of July 1, 2007, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

39. Agreement for Sponsorship and Promotion, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Southwest Water Conditioning, Inc. d/b/a Culligan.

40. Letter Agreement, dated as of November 15, 2008, by and between Peoria Polar, LLC, Chandler Polar, LLC and Gilbert Polar, LLC and Coyotes Hockey, LLC.

41. Agreement for Sponsorship and Promotion, dated as of November 13, 2007, by and between Cigna Corporation and Coyotes Hockey, LLC.

42. Letter Agreement, dated as of August 10, 2007, by and between CMG Enterprises, Inc. and Coyotes Hockey, LLC.

43. Letter Agreement, dated as of February 24, 2009, by and between Dreyer's Grand Ice Cream, Inc. and Coyotes Hockey, LLC.

44. Letter Agreement, dated as of December 6, 2006, by and between Oggi's Pizza & Brewing Co. and Coyotes Hockey, LLC.

45. Letter Agreement, dated as of August 6, 2008, by and between Classic Foods, Inc. and Coyotes Hockey, LLC.

46. Letter Agreement, dated as of November 19, 2007, by and between Unifirst Corporation and Coyotes Hockey, LLC.

47. Draft Amended and Restated Agreement for Sponsorship and Promotion, dated September __, 2009, by and between Coyotes Hockey, LLC and Heineken USA, Inc. d/b/a Heineken.

48. Amended and Restated Suite License Agreement, dated as of July 6, 2006, by and between Coyotes Hockey, LLC and Don Sanderson Ford, Inc.

49. Amended and Restated Suite License Agreement, dated as of February 19, 2007, by and between Coyotes Hockey, LLC and Selectbuild Arizona, LLC.

50. Agreement, dated as of March 20, 2003, by and between Coyotes Hockey, LLC and Kabuto Arizona Properties, L.L.C.

51. Suite License Agreement, dated as of November 1, 2004, by and between Coyotes Hockey, LLC and CB Richard Ellis, Inc.

52. Suite License Agreement, dated as of January 18, 2006, by and between Coyotes Hockey, LLC and Arena Partners, LLC.

53. Suite License Agreement, dated as of September 22, 2006, by and between Coyotes Hockey, LLC and B&B Holdings, Inc.

54. Suite License Agreement, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

55. Suite License Agreement, dated as of June 3, 2008, by and between Coyotes Hockey, LLC and Honeywell International, Inc.

56. Suite License Agreement, dated as of November 2, 2007, by and between Coyotes Hockey, LLC and Inhouse Assist, LLC.

57. Suite License Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

58. Amended and Restated Suite License Agreement, dated as of July 10, 2008, by and between Coyotes Hockey, LLC and Kiewit Western Co.

59. Suite License Agreement, dated as of January 8, 2009, by and between Coyotes Hockey, LLC and Jerry Dailey.

60. Suite License Agreement, dated as of June 13, 2008, by and between Coyotes Hockey, LLC and Perini Building Company, LLC.

61. Suite License Agreement, dated as of September 12, 2005, by and between Coyotes Hockey, LLC and Phelps Dodge Corporation.

62. Suite License Agreement, dated as of August 7, 2006, by and between Coyotes Hockey, LLC and VHS Acquisition Subsidiary No. 8, Inc. d/b/a Abrazo Region Services.

63. Suite License Agreement, dated as of November __, 2006, by and between Coyotes Hockey, LLC and WDG Enterprises, Inc.

64. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Evans Overhead Door, LLC.

65. Suite License Agreement, dated as of May 12, 2008, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

66. Suite License Agreement, dated as of September 26, 2008, by and between Coyotes Hockey, LLC and Lawns by Les, LLC.

67. Suite License Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

68. Suite License Agreement, dated as of August 15, 2006, by and between Coyotes Hockey, LLC and Adolfson & Peterson, Inc.

69. Suite License Agreement, dated as of May 15, 2008, by and between Coyotes Hockey, LLC and Clareity Ventures, Inc.

70. Suite License Agreement, dated as of April 26, 2006, by and between Coyotes Hockey, LLC and Lerner & Rowe, P.C.

71. Suite License Agreement, dated as of August 1, 2008, by and between Coyotes Hockey, LLC and Avnet, Inc.

72. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Wells Fargo Bank, National Association.

73. Suite License Agreement, dated as of August 29, 2007, by and between Coyotes Hockey, LLC and Shane Doan.

74. Suite License Agreement, dated as of September 23, 2008, by and between Coyotes Hockey, LLC and Ed Jovanovski.

75. Suite License Agreement, dated as of November 30, 2008, by and between Coyotes Hockey, LLC and Godaddy.com, Inc.

76. Suite License Agreement, dated as of July 17, 2006, by and between Coyotes Hockey, LLC and The Silverleaf Club, LLC.

77. Suite License Agreement, dated as of July 1, 2003, by and between Coyotes Hockey, LLC and Pleiades Real Estate Investments, LLC.

78. Amended and Restated Suite License Agreement, dated as of July 12, 2006, by and between Coyotes Hockey, LLC and Parris & Parris, PLC.

79. Suite License Agreement, dated as of November 25, 2008, by and between Coyotes Hockey, LLC and 4 Horsemen Transportation Inc.

80. Suite License Agreement, dated as of February 1, 2008, by and between Coyotes Hockey, LLC and Positive Impact Investments, LLC.

81. Suite License Agreement, dated as of September 19, 2008, by and between Coyotes Hockey, LLC and Derek Morris.

82. Loge Suite License Agreement, dated as of September 1, 2007, by and between Coyotes Hockey, LLC and LandCorp Property Maintenance I, Inc.

83. Service Agreement, dated as of June 10, 2007, by and between Arena Management Group, LLC and Climatec Building Technology Group.

84. Fire Alarm Test & Inspect Proposal, dated as of August 15, 2007, by and between Arena Management Group, LLC and Climatec Building Technology Group.

85. Services Agreement, commencing on of July 1, 2009, by and between Arena Management Group, LLC and Daktronics, Inc.

86. Water Services Agreement, dated as of April 1, 2009, by and between Arena Management Group, LLC and International Chemtex Corporation.

87. Maintenance Agreement, dated as of November 15, 2005, by and between Arena Management Group, LLC and Kone Inc.

88. Agreement for Services, dated as of September 1, 2007, by and between Arena Management Group, LLC and LandCorp Property Maintenance, Inc.

89. Master Lease Agreement, dated as of August 26, 2008, by and between Coyotes Hockey, LLC and Lease Group Resources, Inc.

90. Bid Package, dated as of September 23, 2008, by and between Arena Management Group, LLC and Lawns by Les, LLC.

91. Stagehand Services Agreement, dated as of June __, 2006, by and between NRG Services Southwest, Inc. and Arena Management Group, LLC, as amended by that certain Amendment to Stagehand Services Agreement, dated as of August 1, 2008, by and between Arena Management Group, LLC and NRG Services Southwest, Inc.

92. Event License Agreement, dated as of September 25, 2008, by and between Arena Management Group, LLC and Cirque du Soleil America, Inc.

93. Event License Agreement, dated as of December 18, 2008, by and between Arena Management Group, LLC and Premier Marketing, Inc. (Sean Hannity)

94. Event License Agreement, dated as of April 16, 2009, by and between Arena Management Group, LLC and Live Nation Worldwide, Inc. (Jonas Brothers)

95. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Productions, LLC. (Miley Cyrus)

96. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Productions, LLC. (Pink)

97. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Productions, LLC. (Wisin Y Yandel)

98. Rental Agreement, dated as of March 23, 2009, by and between Arena Management Group, LLC and Knights of Columbus, Inc.

99. Staffing Services Agreement, dated as of March 17, 2008, by and between Arena Management Group, LLC and Truly Every Assignment Matters.

100. Value Lease Agreement, dated as of January 19, 2007, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

101. Value Lease Agreement, dated as of _____, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

102. Licensed User Agreement, dated as of July 9, 2002, by and among Ticketmaster, L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as amended by that certain Amendment to Licensed User Agreement, dated as of July 1, 2008, by and among Ticketmaster L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as further amended by that certain Letter, dated July 13, 2009, by and among Ticketmaster, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

103. Clear Channel and Glendale Arena (n/k/a Jobing.com Arena) Term Sheet, dated as of October 17, 2003, by and between Live Nation (as successor to Clear Channel Communications Inc.) and Arena Management Group, LLC.

104. Arena Management, Use and Lease Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyote Center Development, LLC.

105. Agreement Regarding Renewal and Replacement Schedule, dated as of November 29, 2001, by and among City of Glendale, Coyotes Hockey, LLC and Arena Management Group, LLC.

106. Catering and Concession Agreement, dated as of July 24, 2003, by and among Aramark Sports and Entertainment Services, Inc., Coyotes Hockey, LLC, Arena Management Group, LLC and Arena Development, LLC.

107. Venue Support Service Agreement, dated as of February __, 2008, by and between AEG Facilities, Inc. and Arena Management Group, LLC.

108. Radio Agreement, dated as of June 9, 2008, by and between Capstar Radio Operating Company and Coyotes Hockey, LLC.

109. Letter Agreement, dated as of October 1, 2008, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey Club, LLC [sic] (over-the-air television) and Letter Agreement, dated as of April 22, 1999, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC, as amended by that certain Amendment to Letter of Agreement, dated as of May 23, 2003, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC (pay television).

110. Valet Parking Services Agreement, dated as of April 3, 2008, by and between Arena Management Group, LLC and Epic Consulting Inc. d/b/a Epic Valet.

111. Agreement of Employment, dated as of January 15, 2006, by and between John Browne and Coyotes Hockey, LLC, as amended by that certain Employment Agreement Amendment, effective as of May 1, 2007, by and between Coyotes Hockey, LLC and John Browne.

112. Agreement of Employment, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Bob Heethuis.

113. Douglas G. Moss Employment Agreement, effective as of January 2, 2003, by and between Coyotes Hockey, LLC and Douglas G. Moss, as amended by that certain Moss Employment Agreement Amendment and Extension, effective as of November 18, 2005, by and between Coyotes Hockey, LLC and Douglas G. Moss.

114. Employment Agreement, dated as of January 25, 2006, by and between Coyotes Hockey, LLC and Michael J. Nealy, as amended by that certain Employment Agreement and Extension, dated as of May 15, 2007, by and between Coyotes Hockey, LLC and Michael J. Nealy.

115. Agreement of Employment, dated as of June 28, 2007, by and between Coyotes Hockey, LLC and Dave Strader.

116. Memorandum of Understanding, dated as of February 22, 2006, by and between Jim Foss and Arena Management Group, LLC, as amended by that certain Employment Agreement

Amendment, effective as of March 13, 2008, by and between Arena Management Group, LLC and Jim Foss.

117. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

118. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

119. Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of September 25, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

120. Trademark License Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

121. Letter of Agreement, dated as of November 21, 2008, by and between Coyotes Hockey, LLC and Creative Artists Agency LLC.

122. Letter Agreement, dated as of October 29, 2008, by and between Cox Media, LLC and Coyotes Hockey, LLC.

123. Services Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

124. Memorandum of Understanding between Coyotes Hockey, LLC and Michael Bucek, dated June 18, 2004; Amendment and Extension to Employment Agreement entered into as of January 15, 2006, dated November 7, 2008, and 2008-2009 Executive Bonus Agreement.

125. Employment Agreement between Coyotes Hockey, LLC and Darren Pang, dated July 1, 2008.

126. Player Loan Agreement between Coyotes Hockey, LLC and the Flying Chandar Sports, LLC, effective as of August 6, 2009.

127. Event License Agreement between Arena Management Group, LLC and Lakewood Church, Inc., dated July 28, 2009.

128. Contract as Goaltending Coach, dated as of July 17, 2008, between Coyotes Hockey, LLC, and Grant Fuhr.

129. Sponsorship Letter of Agreement, dated as of October 11, 2006, between Coyotes Hockey, LLC and Stubhub, Inc.

130. Concession Licensing Agreement, dated as of November 6, 2003, and First Amendment, dated as of July 1, 2006, between Coyotes Hockey, LLC, and Facility Merchandising, Inc.

131. Agreement in Respect of Parking and Mixed-Use Development Agreement, dated as of September 25, 2006, among Coyote Center Development, LLC, Glendale-101 Development, LLC, Arena Development, LLC, Westgate Investments, LLC, Coyotes Hockey, LLC, and Arena Management Group, LLC.

132. Memorandum of Agreement, dated February 27, 2004, by and among the City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyotes Center Development, LLC.

133. Lots 7 and 14A Temporary Parking License Agreement, dated November 29, 2005, by and between the City of Glendale, Coyote Center Development, LLC, Arena Management Group, LLC, and Coyotes Hockey, LLC.

134. Media Tower Lease Agreement, dated September 25, 2006, between Westgate Signage, LLC, and lessor, and Coyotes Hockey, LLC, as lessee.

135. Parking Use License and Easement Agreement, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC, and Coyote Center Development, LLC.

136. Partial Re-Assignment and Assumption Agreement, dated September 25, 2006, by and among Arena Development, LLC, Arena Management Group, LLC, and Drawbridge Special Opportunities Fund, LP.

137. Recognition and Non-Disturbance Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

138. Team Guaranty, dated as of January 31, 2002, by Coyotes Hockey, LLC, to and in favor of the City of Glendale.

139. Assignment and Assumption Agreement, dated as of December 31, 2007, between Coyotes Hockey, LLC, and Whiteout Way Investments, LLC.

140. Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of September 25, 2006, by Coyote Center Development, LLC, in favor of First American Title Insurance Company, for the benefit of Coyotes Hockey, LLC.

141. Recognition and Non-Disturbance Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

142. First American Title Insurance Company Construction Disbursement Escrow Agreement, dated as of July 1, 2008, by and among the City of Glendale, Coyote Center Development, LLC, Coyote Hockey, LLC, Arena Management Group, LLC, Glendale Garage LLC and First American Title Insurance Company.

Schedule 2.14(d)

Whiteout Way Contracts

1. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

2. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

Schedule 5.3

Consents

To the extent any Consents are required, such Consents will be satisfied by the Sale Order.

Schedule 5.4(a)

Capitalization; Officers and Directors

Coyotes Holdings – 91.79%
Wayne Gretzky – 1.4925%
Lake Street Leasing Corp. – 1.4925%
Jim Wilkert – 1.4925%
John A. Breslow – 1.4925%
John A. Breslow Rollover IRA – 1.4925%
Shawn Hunter – 0.7463%

Schedule 5.4(b)

Capitalization; Officers and Directors

Seller	Subsidiary	Interest	Percentage Equity Interests
Coyotes Hockey, LLC	3051349 Nova Scotia Company, a Nova Scotia unlimited liability company	Certificate No. 2 (1000 Common Shares)	100%
Coyotes Hockey, LLC	Arizona Lacrosse, LLC, a Delaware limited liability company	100% of membership interests	100%
Coyotes Hockey, LLC	NHL Enterprises, L.P., a Delaware limited partnership	1/30 of the limited partnership interests	3 1/3%
Coyotes Hockey, LLC	NHL Enterprises, Inc., a Delaware corporation	unknown	unknown
Coyotes Hockey, LLC	Intra Continental Ensurers	unknown	unknown
Coyotes Hockey, LLC	Dewey Ranch Hockey, LLC	100% of membership units	100%

Schedule 5.4(c)

Officers and Directors

Coyotes Hockey, LLC:
Managing Member – Coyotes Holdings, LLC
Officers – Doug Moss, President
Mike Nealy, CFO
Steve Weinreich, Vice President/General Counsel

Arena Management Group, LLC:
Manager – Coyotes Holdings, LLC
Officers – Doug Moss, President
Mike Nealy, CFO
Steve Weinreich, Vice President/General Counsel

3051349 Nova Scotia Company:
Director – Jerry Moyes
Officers – Mike Nealy, Exec. VP and CFO
Joe Liebfried, VP Finance

Schedule 5.5

Absence of Certain Changes

None.

Schedule 5.6

Books and Records

The minute books and all other records of each Seller, all of which have been made available to the Buyers, are complete, and contain no inaccuracies.

Schedule 5.7(a)

Material Contracts

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

11. Revised and Restated Parking Use License and Easement Agreement, dated as of July 1, 2008, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC and Coyote Center Development, LLC.

12. Reassignment and Assumption Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

13. Safety and Security Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC and Coyotes Hockey, LLC.

14. Consolidated Trailing Agreement, dated as of September 25, 2006, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC, as amended by that certain First Amendment to Consolidated Trailing Agreement, dated as of July __, 2008, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC.

15. Sponsorship and Marketing Cooperation Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Entertainment Center Development, LLC, Westgate Signage, LLC, Arena Management Group, LLC and Coyotes Hockey, LLC.

16. Team Guaranty Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyote Center Development, LLC, SUB Investments, LLC and Westgate Investments, LLC for the benefit of Coyotes Hockey, LLC.

17. Agreement, dated as of August 29, 2002, by and among B&B Holdings, Inc. d/b/a Arizona Cardinals, Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

18. Assignment and Assumption Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC and Coyotes Hockey, LLC.

19. Naming Rights Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

20. Value Lease Agreement, dated as of January 19, 2007, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

21. Value Lease Agreement, dated as of _____, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

22. Licensed User Agreement, dated as of July 9, 2002, by and among Ticketmaster, L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as amended by that certain Amendment to Licensed User Agreement, dated as of July 1, 2008, by and among Ticketmaster L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as further amended by that certain Letter, dated July 13, 2009, by and among Ticketmaster, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

23. Clear Channel and Glendale Arena (n/k/a Jobing.com Arena) Term Sheet, dated as of October 17, 2003, by and between Live Nation (as successor to Clear Channel Communications Inc.) and Arena Management Group, LLC.

24. Radio Agreement, dated as of June 9, 2008, by and between Capstar Radio Operating Company and Coyotes Hockey, LLC.

25. Affiliation Agreement, dated as of August 1, 2007, by and between Coyotes Hockey, LLC and San Antonio Hockey, LLC, as amended by that certain Amendment to Affiliation Agreement between Coyotes Hockey, L.L.C. and San Antonio Hockey, L.L.C., entered into on June 24, 2008.

26. Master Lease Agreement, dated as of August 26, 2008, by and between Coyotes Hockey, LLC and Lease Group Resources, Inc.

27. Sponsorship Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and AT&T Operations, Inc.

28. Sponsorship Letter Agreement, dated as of July 3, 2007, by and between Coyotes Hockey, LLC and Benson Security Systems, Inc., as amended by that certain First Amendment to Sponsorship Letter Agreement, dated as of April 9, 2009, by and between Coyotes Hockey, LLC and Benson Security Systems Inc.

29. Amended and Restated Letter Agreement, dated as of August 25, 2008, by and between Coyotes Hockey, LLC and Sharp Electronics Corporation.

30. Agreement for Sponsorship and Promotion, dated as of December 6, 2007, by and between Coyotes Hockey, LLC and Valley Toyota Dealer Association, Inc.

31. Letter Agreement, dated as of November 8, 2007, by and between Coyotes Hockey, LLC and Comerica Bank.

32. Letter Agreement, dated as of November 21, 2007, by and between Coyotes Hockey, LLC and Danny's Family Companies, LLC.

33. Letter Agreement, dated as of December 7, 2006, by and between Coyotes Hockey, LLC and Delta Dental of Arizona.

34. Agreement for Sponsorship and Promotion, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as amended by that certain First Amendment to Agreement for Sponsorship and Promotion, dated as of August 10, 2005, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Second Amendment to Agreement for Sponsorship and Promotion, dated as of September __, 2006, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Third Amendment to Agreement for Sponsorship and Promotion, dated as of December 7, 2007, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

35. Letter Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Diamond Resorts International, LLC.

36. Letter Agreement, dated as of June 29, 2007, by and between Coyotes Hockey, LLC and Galardi Group Franchise & Leasing, LLC.

37. Letter Agreement, dated as of March 20, 2007, by and between Coyotes Hockey, LLC and Gila River Gaming Enterprises, Inc.

38. Letter Agreement, dated as of August 19, 2008, by and between Coyotes Hockey, LLC and Government Employees Insurance Company.

39. Letter Agreement, dated as of October 23, 2006, by and between Coyotes Hockey, LLC and Heritage Graphics, Inc.

40. Letter Agreement, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Ride Now Management, LLC.

41. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Salt River Project Agricultural Improvement and Power District.

42. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Vemma Nutrition Company.

43. Letter Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

44. Sponsorship Agreement, dated as of July 1, 2007, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

45. Agreement for Sponsorship and Promotion, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Southwest Water Conditioning, Inc. d/b/a Culligan.

46. Letter Agreement, dated as of November 15, 2008, by and between Peoria Polar, LLC, Chandler Polar, LLC and Gilbert Polar, LLC and Coyotes Hockey, LLC.

47. Agreement for Sponsorship and Promotion, dated as of November 13, 2007, by and between Cigna Corporation and Coyotes Hockey, LLC.

48. Letter Agreement, dated as of August 10, 2007, by and between CMG Enterprises, Inc. and Coyotes Hockey, LLC.

49. Letter Agreement, dated as of February 24, 2009, by and between Dreyer's Grand Ice Cream, Inc. and Coyotes Hockey, LLC.

50. Letter Agreement, dated as of December 6, 2006, by and between Oggi's Pizza & Brewing Co. and Coyotes Hockey, LLC.

51. Letter Agreement, dated as of August 6, 2008, by and between Classic Foods, Inc. and Coyotes Hockey, LLC.

52. Letter Agreement, dated as of November 19, 2007, by and between Unifirst Corporation and Coyotes Hockey, LLC.

53. Draft Amended and Restated Agreement for Sponsorship and Promotion, dated December __, 2008, by and between Coyotes Hockey, LLC and Heineken USA, Inc. d/b/a Heineken.

54. Amended and Restated Suite License Agreement, dated as of July 6, 2006, by and between Coyotes Hockey, LLC and Don Sanderson Ford, Inc.

55. Amended and Restated Suite License Agreement, dated as of February 19, 2007, by and between Coyotes Hockey, LLC and Selectbuild Arizona, LLC.

56. Agreement, dated as of March 20, 2003, by and between Coyotes Hockey, LLC and Kabuto Arizona Properties, L.L.C.

57. Suite License Agreement, dated as of November 1, 2004, by and between Coyotes Hockey, LLC and CB Richard Ellis, Inc.

58. Suite License Agreement, dated as of January 18, 2006, by and between Coyotes Hockey, LLC and Arena Partners, LLC.

59. Suite License Agreement, dated as of September 22, 2006, by and between Coyotes Hockey, LLC and B&B Holdings, Inc.

60. Suite License Agreement, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

61. Suite License Agreement, dated as of June 3, 2008, by and between Coyotes Hockey, LLC and Honeywell International, Inc.

62. Suite License Agreement, dated as of November 2, 2007, by and between Coyotes Hockey, LLC and Inhouse Assist, LLC.

63. Suite License Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

64. Amended and Restated Suite License Agreement, dated as of July 10, 2008, by and between Coyotes Hockey, LLC and Kiewit Western Co.

65. Suite License Agreement, dated as of January 8, 2009, by and between Coyotes Hockey, LLC and Jerry Dailey.

66. Suite License Agreement, dated as of June 13, 2008, by and between Coyotes Hockey, LLC and Perini Building Company, LLC.

67. Suite License Agreement, dated as of September 12, 2005, by and between Coyotes Hockey, LLC and Phelps Dodge Corporation.

68. Suite License Agreement, dated as of August 7, 2006, by and between Coyotes Hockey, LLC and VHS Acquisition Subsidiary No. 8, Inc. d/b/a Abrazo Region Services.

69. Suite License Agreement, dated as of November __, 2006, by and between Coyotes Hockey, LLC and WDG Enterprises, Inc.

70. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Evans Overhead Door, LLC.

71. Suite License Agreement, dated as of May 12, 2008, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

72. Suite License Agreement, dated as of September 26, 2008, by and between Coyotes Hockey, LLC and Lawns by Les, LLC.

73. Suite License Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

74. Suite License Agreement, dated as of August 1, 2006, by and between Coyotes Hockey, LLC and Adolfson & Peterson, Inc.

75. Suite License Agreement, dated as of May 15, 2008, by and between Coyotes Hockey, LLC and Clareity Ventures, Inc.

76. Suite License Agreement, dated as of April 26, 2006, by and between Coyotes Hockey, LLC and Lerner & Rowe, P.C.

77. Suite License Agreement, dated as of August 1, 2008, by and between Coyotes Hockey, LLC and Avnet, Inc.

78. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Wells Fargo Bank, National Association.

79. Suite License Agreement, dated as of August 29, 2007, by and between Coyotes Hockey, LLC and Shane Doan.

80. Suite License Agreement, dated as of September 23, 2008, by and between Coyotes Hockey, LLC and Ed Jovanovski.

81. Suite License Agreement, dated as of November 30, 2008, by and between Coyotes Hockey, LLC and Godaddy.com, Inc.

82. Suite License Agreement, dated as of July 17, 2006, by and between Coyotes Hockey, LLC and The Silverleaf Club, LLC.

83. Suite License Agreement, dated as of July 1, 2003, by and between Coyotes Hockey, LLC and Pleiades Real Estate Investments, LLC.

84. Amended and Restated Suite License Agreement, dated as of July 12, 2006, by and between Coyotes Hockey, LLC and Parris & Parris, PLC.

85. Suite License Agreement, dated as of November 25, 2008, by and between Coyotes Hockey, LLC and 4 Horsemen Transportation Inc.

86. Suite License Agreement, dated as of February 1, 2008, by and between Coyotes Hockey, LLC and Positive Impact Investments, LLC.

87. Suite License Agreement, dated as of September 19, 2008, by and between Coyotes Hockey, LLC and Derek Morris.

88. Loge Suite License Agreement, dated as of September 20, 2007, by and between Coyotes Hockey, LLC and LandCorp Property Maintenance, Inc.

89. AMULA Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyotes Hockey, LLC and Coyotes Holdings, LLC for the benefit of Coyote Center Development, LLC and Glendale-101 Development, LLC.

90. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

91. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease,

dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

92. Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of September 25, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

93. Services Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

94. Trademark License Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

95. Club Transfer and Settlement Agreement, dated as of February 10, 2006, by and among the National Lacrosse League, Coyotes Hockey, LLC, Arena Management Group, LLC, Arizona Lacrosse, LLC, J.A. Columbus Sports Ventures, Inc., Michael Gongas, Charles Russo and AJ Sports Enterprises, Inc.

96. Letter of Agreement, dated as of November 21, 2008, by and between Coyotes Hockey, LLC and Creative Artists Agency LLC.

97. Letter Agreement, dated as of October 29, 2008, by and between Cox Media, LLC and Coyotes Hockey, LLC.

98. Aircraft Charter Agreement, dated as of September 5, 2007, by and between Swift Air, LLC and Coyotes Hockey, LLC.

99. Sixth Amended and Restated Revolving Loan Agreement, dated as of April 16, 2008, by and between Coyotes Hockey, LLC and Jerry Moyes and all other agreements related thereto, including the Sixth Amended and Restated Revolving Promissory Note, dated as of April 16, 2008, by Coyotes Hockey, LLC in favor of Jerry Moyes.

100. Asset Purchase Agreement, dated as of May 5, 2009, by and between Coyotes Hockey, LLC and PSE Sports & Entertainment LP, as amended on June 8, 2009 as evidenced by that certain Notice of Filing Amendments to APA and Schedules filed on June 8, 2009, including exhibits thereto.

101. Employment Agreement, dated as of March __, 2008, by and between Coyotes Hockey, LLC and Wayne D. Gretzky.

102. Arena Management, Use and Lease Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyote Center Development, LLC.

103. Agreement Regarding Renewal and Replacement Schedule, dated as of November 29, 2001, by and among City of Glendale, Coyotes Hockey, LLC and Arena Management Group, LLC.

104. Catering and Concession Agreement, dated as of July 24, 2003, by and among Aramark Sports and Entertainment Services, Inc., Coyotes Hockey, LLC, Arena Management Group, LLC and Arena Development, LLC.

105. Venue Support Service Agreement, dated as of February __, 2008, by and between AEG Facilities, Inc. and Arena Management Group, LLC.

106. Letter Agreement, dated as of October 1, 2008, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey Club, LLC sic (over-the-air television) and Letter Agreement, dated as of April 22, 1999, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC, as amended by that certain Amendment to Letter of Agreement, dated as of May 23, 2003, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC (pay television).

107. Secured Credit Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League, and all other agreements related thereto, including:

a. Intercreditor Agreement, dated as of February 24, 2009, by and among SOF Investments, L.P., White Tip Investments, LLC, Donatello Investments, LLC and the National Hockey League.

b. Pledge Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

c. Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

d. Trademark Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

e. Assignment of Leases and Rents, dated as of February 24, 2009, from Coyotes Hockey, LLC to the National Hockey League.

f. Leasehold Deed of Trust, dated as of February 24, 2009, by Coyotes Hockey, LLC to Stewart Title & Trust of Phoenix, Inc. for the benefit of the National Hockey League.

g. Subordination Agreement, dated as of February 24, 2009, by and among Coyotes Hockey, LLC, SOF Investments, L.P., White Tip Investments, LLC and Donatello Investments, LLC in favor of the National Hockey League.

h. Amended and Restated Restricted Account and Securities Account Control Agreement, dated as of March 11, 2009, by and among Coyotes Hockey, LLC, the National Hockey League, SOF Investments, L.P. and Wells Fargo, National Association.

108. Credit Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC, and SOF Investments, L.P., as amended, and all agreements related thereto, including:

a. Pledge Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.

b. Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.

c. Trademark Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.

d. COA Account Control Agreement, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, SOF Investments, L.P. and Wells Fargo Bank, N.A.

e. Leasehold Deed of Trust by, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, First American Title Insurance Company and SOF Investments, L.P.

109. Letter Agreement, dated November 21, 2008, by and among the NHL, Coyotes Hockey, LLC, Coyotes Holdings, LLC, Coyotes Holdings MemberCo, LLC, Arena Management Group, LLC, Jerry Moyes, Vickie Moyes and the Jerry and Vickie Moyes Family Trust, as amended by a letter agreement dated January 8, 2009, and all agreements related thereto.

Schedule 5.7(c)

Material Contracts

Each Material Contract is in full force and effect and is valid and enforceable by the applicable Seller in accordance with its terms.

Schedule 5.7(d)

Material Contracts

Neither Seller is in default under any Material Contract, and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by either Seller under any Material Contract, other than as a result of the Bankruptcy Case.

Schedule 5.7(e)

Material Contracts

To the Knowledge of the Sellers, no other Person is in default under any Material Contract and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by any other Person under any Material Contract.

Schedule 5.7(f)

Material Contracts

Neither Seller is party to any oral Contract.

Schedule 5.8

Player Contracts and Employees

[INTENTIONALLY OMITTED]

Schedule 5.9

Employee Benefit Plans

Team players and former Team players receive benefits through the NHL's benefit plans.

Schedule 5.10(a)

Intellectual Property

FEDERAL TRADEMARKS

	Mark	Reg. No.	Serial No.	Date Reg.	Date Filed	Record Owner
1	Coyote Jumping (Design only)		77511584		6/30/2008	Coyotes Hockey, LLC
2	Coyote Jumping (Design only)		77511579		6/30/2008	Coyotes Hockey, LLC
3	Coyotes	2661949	76241556	12/17/2002	4/16/2001	Coyotes Hockey, LLC
4	PHX and Design		76538589		8/19/2003	Coyotes Hockey, LLC
5	Coyote Head (Design only)	2957730	76538588	5/31/2005	8/19/2003	Coyotes Hockey, LLC
6	PHX and Design	2955445	76538279	5/24/2005	8/19/2003	Coyotes Hockey, LLC
7	Coyote Head (Design only)	3007665	76538273	10/18/2005	8/19/2003	Coyotes Hockey, LLC
8	Coyotes	2578136	76241560	6/11/2002	4/16/2001	Coyotes Hockey, LLC
9	Phoenix Coyotes	2424929	75834027	1/30/2001	10/28/1999	Coyotes Hockey, LLC
10	Whiteout	2380959	75686862	8/29/2000	4/19/1999	Coyotes Hockey, LLC
11	Crescent Moon (Design only)	2114731	75085000	11/18/1997	4/8/1996	Coyotes Hockey, LLC
12	Coyote Hockey Player (Design only)	2143353	75108115	3/10/1998	5/22/1996	Coyotes Hockey, LLC
13	Coyote Head	2141400	75079774	3/3/1998	3/28/1996	Coyotes Hockey, LLC
14	Coyote Head	2145206	75077583	3/18/1998	3/25/1996	Coyotes Hockey, LLC
15	Coyote Hockey Player (Design only)	2264279	75391651	7/27/1999	11/17/1997	Coyotes Hockey, LLC
16	Street Coyotes	2232638	75161959	3/16/1999	10/6/1996	Coyotes Hockey, LLC
17	Phoenix Coyotes	2109714	75042569	10/28/1997	1/12/1996	Coyotes Hockey, LLC
18	Phoenix Coyotes	2109713	75042567	10/28/1997	1/12/1996	Coyotes Hockey, LLC

ARIZONA TRADEMARKS

	Mark	File ID	Date Begin	Application Date	Record Owner
1	Stylized Coyote Wearing Hockey Uniform and Holding Hockey Stick Above Words "Phoenix Coyotes"	37546	4/8/1996	4/26/1996	Coyotes Hockey, LLC

ARIZONA TRADE NAMES

	Mark	File ID	Date Begin	Application Date	Record Owner
1	Phoenix Coyotes	157724	4/8/1996	4/26/1996	Coyotes Hockey, LLC
2	Phoenix Coyotes Hockey	157725	4/8/1996	4/26/1996	Coyotes Hockey, LLC

CANADIAN TRADEMARKS

	Mark	Reg. No.	Application No.	Date Reg.	Date Filed	Record Owner
1	Coyote Wear	TMA350446	599592	1/27/1989	1/27/1988	Coyotes Hockey, LLC
2	Coyote Head Design	TMA509163	808191	3/11/1999	3/26/1996	Coyotes Hockey, LLC
3	Running Coyotes Design		1402052		7/3/2008	Coyotes Hockey, LLC
4	PHX Design		1188340		9/4/2003	Coyotes Hockey, LLC
5	Coyote Design (Phoenix)	TMA674806	1188337	10/13/2006	9/4/2003	Coyotes Hockey, LLC
6	Phoenix Coyotes	TMA511208	813203	4/28/1999	5/22/1996	Coyotes Hockey, LLC
7	Coyotes	TMA534118	808058	10/5/2000	3/25/1996	Coyotes Hockey, LLC
8	Coyotes & Design	TMA510684	813594	4/12/1999	5/27/1996	Coyotes Hockey, LLC
9	Arizona Coyotes		1106665		6/18/2001	Coyotes Hockey, LLC

website: www.phoenixcoyotes.com

Pursuant to that certain Trademark Security Agreement dated February 23, 2009, Team Seller granted the NHL a security interest in the trademarks and trade names listed on this Schedule.

Pursuant to that certain Trademark Security Agreement dated December 31, 2003, Team Seller granted SOF Investments, L.P. a security interest in the trademarks and trade names listed on this Schedule.

Off-the-Shelf Software

Vendor	Title	Licenses
Sunbelt Software	Ninja Email Security	200
Sunbelt Software	VIPRE Enterprise	200
RIM	Blackberry Enterprise	125
Microsoft	Solomon	8
Microsoft	Solomon Budget	20
Adobe	Acrobat	10
Adobe	After Effects	2
Adobe	Dreamweaver	4
Adobe	Fireworks	2
Adobe	InDesign	6
Adobe	Photoshop Elements	7
Adobe	Sound Booth	2
Adobe	Design Premium	4
Adobe	Web Standard	4
Adobe	Studio	2
Adobe	Design Standard	2
Citrix	Metaframe	20
ABI	ABI MasterMind	20
Nortel	Symposium	50
Nortel	Desktop Messaging	100

Coyotes Hockey LLC
Software Licensing

Vendor	Title	Qty
Symantec	GHOST SOLUTION SUITE	250
Symantec	BACKUP EXEC AGENT FOR WINDOWS SYSTEMS	25
Symantec	BACKUP EXEC SYSTEM RECOVERY DESKTOP	250
Symantec	BACKUP EXEC AGENT FOR MSFT SHAREPOINT 12.5	1
Symantec	BACKUP EXEC AGENT FOR MSFT ACTIVE DIRECTORY 12.5	2
Symantec	BACKUP EXEC OPTION CENTRAL ADMIN SERVER 12.5	2
Symantec	BACKUP EXEC OPTION LIBRARY EXPANSION 12.5	1
Symantec	BACKUP EXEC SYSTEM RECOVERY SERVER 8.5	12
Symantec	BACKUP EXEC WINDOWS MICROSOFT EXCHANGE SERVER 12.5	2
Microsoft	CRM Professional Server Listed	1
Microsoft	CRM Professional CAL	80
Microsoft	Microsoft Project	7
Microsoft	Visio Professional	10
Microsoft	Desktop Professional	250
Microsoft	SQL Server CAL	100
Microsoft	MOM Enterprise Ops Management	7
Microsoft	System Center Ops Mgr	13
Microsoft	Windows Terminal Server CAL	70
Microsoft	Exchange Server Enterprise	2
Microsoft	Exchange Server Enterprise CAL	1
Microsoft	Office SharePoint Server	1
Microsoft	ISA Server Std	1
Microsoft	SQL Server Standard Edition	1
Microsoft	SQL Server Enterprise Edition	1
Microsoft	Office LCS CAL	100
Microsoft	Windows Server Standard	22
Microsoft	Windows Server Enterprise	1
McAfee	McAfee Total Protection for Enterprise	251
McAfee	Virex	11

Schedule 5.12

Tangible Personal Property

See the attached "Coyotes Tangible Personal Property Schedule."

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Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000015		Mobile File Cabinets - Qty 15												
	000	09/25/06	2,299.93	P	SLMM	07 00	0.00	2,299.93	02/28/09	574.98	27.38	246.42	821.40	
000016		Mobile File Cabinets - Qty 12												
	000	09/25/06	1,866.03	P	SLMM	07 00	0.00	1,866.03	02/28/09	466.51	22.21	199.93	666.44	
000022		Cherry Finish Desk - Qty 2												
	000	09/25/06	2,724.05	P	SLMM	07 00	0.00	2,724.05	02/28/09	681.01	32.43	291.86	972.87	
000023		Storage Cabinet - Qty 4												
	000	09/25/06	1,150.14	P	SLMM	07 00	0.00	1,150.14	02/28/09	287.54	13.69	123.23	410.77	
000249		Type A-Cubicle #1												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000250		Type A-Cubicle #2												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000251		Type D-Cubicle #3												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000252		Type D-Cubicle #4												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000253		Type A-Cubicle #5												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000254		Type A-Cubicle #6												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000255		Type C-Cubicle #7												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000256		Type C-Cubicle #8												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000257		Space #9												
	000	02/01/07	1,590.16	P	SLMM	07 00	0.00	1,590.16	02/28/09	321.82	18.93	170.37	492.19	
000258		Type A-Cubicle #10												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000259		Type B-Cubicle #11												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000260		Space #12												
	000	12/18/06	644.90	P	SLMM	07 00	0.00	644.90	02/28/09	138.20	7.67	69.09	207.29	
000261		Type A-Cubicle #13												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000262		Type A-Cubicle #14												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000263		Type H-Cubicle #15												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000264		Type H-Cubicle #16												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000265		Type H-Cubicle #17												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000266		Type H-Cubicle #18												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000267		Type C-Cubicle #19												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000268		Type C-Cubicle #20												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000269		Type C-Cubicle #21												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000270		Type C-Cubicle #22												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	

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Depreciation Expense Report

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Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000271	Type A-Cubicle #23													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000272	Type A-Cubicle #24													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000273	Type F-Cubicle #25													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000274	Type A-Cubicle #26													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000275	Type A-Cubicle #27													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000276	Type A-Cubicle #28													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000277	Type A-Cubicle #29													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000278	Type A-Cubicle #30													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000279	Type A-Cubicle #31													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000280	Type A-Cubicle #32													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000281	Type A-Cubicle #33													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000282	Type A-Cubicle #34													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000283	Type D-Cubicle #35													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000284	Type D-Cubicle #36													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000285	Type C-Cubicle #37													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000286	Type E-Cubicle #38													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000287	Type E-Cubicle #39													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000288	Type E-Cubicle #40													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000289	Type E-Cubicle #41													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000290	Type C-Cubicle #42													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000291	Type D-Cubicle #43													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000292	Type D-Cubicle #44													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000293	Type A-Cubicle #45													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000294	Type A-Cubicle #46													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000295	Type A-Cubicle #47													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000296	Type A-Cubicle #48													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	

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G/L Asset Acct No = 1700-000														
000297	Type C-Cubicle #49													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000298	Type F-Cubicle #50													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000299	Type L-Cubicle #51													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000300	Type C-Cubicle #52													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000301	Type F-Cubicle #53													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000302	Type A-Cubicle #54													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000303	Type A-Cubicle #55													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000304	Type A-Cubicle #56													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000305	Type A-Cubicle #57													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000306	Type A-Cubicle #58													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000307	Type A-Cubicle #59													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000308	Type A-Cubicle #60													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000309	Type A-Cubicle #61													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000310	Type A-Cubicle #62													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000311	Type A-Cubicle #63													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000312	Type F-Cubicle #64													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000313	Type A-Cubicle #65													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000314	Type A-Cubicle #66													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000315	Type F-Cubicle #67													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000316	Type A-Cubicle #68													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000317	Type G-Cubicle #69													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000318	Type G-Cubicle #70													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000319	Type G-Cubicle #71													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000320	Type G-Cubicle #72													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000321	Type I-Cubicle #73													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000322	Type I-Cubicle #74													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	

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G/L Asset Acct No = 1700-000														
000323	Type A-Cubicle #75													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000324	Type J-Cubicle #76													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000325	Type J-Cubicle #77													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000326	Type J-Cubicle #78													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000327	Type J-Cubicle #79													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000328	Type J-Cubicle #80													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000329	Type J-Cubicle #81													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000330	Type J-Cubicle #82													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000331	Type J-Cubicle #83													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000332	Type J-Cubicle #84													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000333	Type J-Cubicle #85													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000334	Type J-Cubicle #86													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000335	Type J-Cubicle #87													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000336	Type J-Cubicle #88													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000337	Type J-Cubicle #89													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000338	Type J-Cubicle #90													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000339	Type J-Cubicle #91													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000340	Type J-Cubicle #92													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000341	Type J-Cubicle #93													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000342	Type J-Cubicle #94													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000343	Type J-Cubicle #95													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000344	Type J-Cubicle #96													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000345	Type J-Cubicle #97													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000346	Type J-Cubicle #98													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000347	Type J-Cubicle #99													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000348	Type J-Cubicle #100													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	

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Depreciation Expense Report

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Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000349	Type J-Cubicle #101													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000350	Type J-Cubicle #102													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000351	Type K-Cubicle #103													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000352	Type K-Cubicle #104													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000353	Type K-Cubicle #105													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000354	Type K-Cubicle #106													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000355	Type K-Cubicle #107													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000356	Type K-Cubicle #108													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000357	Type K-Cubicle #109													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000358	Type K-Cubicle #110													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000359	Type K-Cubicle #111													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000360	Type K-Cubicle #112													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000361	Type K-Cubicle #113													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000362	Type K-Cubicle #114													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000363	Type K-Cubicle #115													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000364	Type K-Cubicle #116													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000365	Type K-Cubicle #117													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000366	Type K-Cubicle #118													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000367	Type K-Cubicle #119													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000368	Type K-Cubicle #120													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000369	Type K-Cubicle #121													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000370	Type K-Cubicle #122													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000371	Type K-Cubicle #123													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000372	Type K-Cubicle #124													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000373	Type K-Cubicle #125													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000374	Type K-Cubicle #126													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	

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G/L Asset Acct No = 1700-000														
000375	Type K-Cubicle #127													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000376	Type K-Cubicle #128													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000377	Lobby-#200													
	000	12/18/06	7,955.42	P	SLMM	07 00	0.00	7,955.42	02/28/09	1,704.74	94.70	852.36	2,557.10	
000378	Type M-Office #203													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000379	Type M-Office #204													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000380	Type M-Office #205													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000381	Type R-Office #206													
	000	12/18/06	7,279.63	P	SLMM	07 00	0.00	7,279.63	02/28/09	1,559.92	86.66	779.96	2,339.88	
000382	Type M-Office #207													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000383	Type O-Office #208													
	000	12/18/06	15,488.99	P	SLMM	07 00	0.00	15,488.99	02/28/09	3,319.07	184.39	1,659.53	4,978.60	
000384	Type P-Office #209													
	000	12/18/06	6,301.16	P	SLMM	07 00	0.00	6,301.16	02/28/09	1,350.25	75.01	675.12	2,025.37	
000385	Type Q-Office #210													
	000	12/18/06	7,997.40	P	SLMM	07 00	0.00	7,997.40	02/28/09	1,713.73	95.20	856.86	2,570.59	
000386	Type M-Office #213													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000387	Type M-Office #214													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000388	Type N-Office #215													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000389	Type M-Office #216													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000390	Type W-Office #217													
	000	12/18/06	7,084.53	P	SLMM	07 00	0.00	7,084.53	02/28/09	1,518.13	84.34	759.06	2,277.19	
000391	Type M-Office #218													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000392	Type M-Office #219													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000393	Type S-Office #220													
	000	12/18/06	8,366.26	P	SLMM	07 00	0.00	8,366.26	02/28/09	1,792.77	99.60	896.38	2,689.15	
000394	Type M-Office #221													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000395	Type M-Office #222													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000396	Type T-Office #223													
	000	12/18/06	8,501.60	P	SLMM	07 00	0.00	8,501.60	02/28/09	1,821.79	101.21	910.89	2,732.68	
000397	Presidents Office- #224													
	000	12/18/06	5,495.28	P	SLMM	07 00	0.00	5,495.28	02/28/09	1,177.56	65.42	588.78	1,766.34	
000398	Presidents Office- #224													
	000	02/01/07	6,314.89	P	SLMM	07 00	0.00	6,314.89	02/28/09	1,278.02	75.17	676.59	1,954.61	
000399	Admin Area -#226													
	000	12/18/06	4,470.33	P	SLMM	07 00	0.00	4,470.33	02/28/09	957.93	53.22	478.96	1,436.89	
000400	Admin Area -#226													
	000	02/01/07	5,038.74	P	SLMM	07 00	0.00	5,038.74	02/28/09	1,019.75	59.98	539.86	1,559.61	

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G/L Asset Acct No = 1700-000														
000401	Eastern Conference Room-#229													
	000	12/18/06	7,725.16	P	SLMM	07 00	0.00	7,725.16	02/28/09	1,655.40	91.97	827.70	2,483.10	
000402	Western Conference Room-#230													
	000	12/18/06	5,691.65	P	SLMM	07 00	0.00	5,691.65	02/28/09	1,219.64	67.75	609.81	1,829.45	
000403	Western Conference Room-#230													
	000	03/06/07	1,236.55	P	SLMM	07 00	0.00	1,236.55	02/28/09	235.53	14.72	132.48	368.01	
000404	Type V-Office #231													
	000	12/18/06	7,175.91	P	SLMM	07 00	0.00	7,175.91	02/28/09	1,537.70	85.42	768.84	2,306.54	
000405	Type M-Office #232													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000406	Type M-Office #233													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000407	Type M-Office #234													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000408	Type M-Office #235													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000409	Type M-Office #236													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000410	Type M-Office #237													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000411	Type X-Office #238													
	000	12/18/06	9,560.45	P	SLMM	07 00	0.00	9,560.45	02/28/09	2,048.67	113.81	1,024.33	3,073.00	
000412	Type M-Office #239													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000413	Type N-Office #240													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000414	Type M-Office #241													
	000	03/06/07	3,702.00	P	SLMM	07 00	0.00	3,702.00	02/28/09	705.15	44.07	396.64	1,101.79	
000415	Coyotes Conference Room-#244													
	000	12/18/06	13,697.62	P	SLMM	07 00	0.00	13,697.62	02/28/09	2,935.20	163.07	1,467.60	4,402.80	
000416	Type M-Office #245													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000417	Type Y-Office #247													
	000	12/18/06	7,355.21	P	SLMM	07 00	0.00	7,355.21	02/28/09	1,576.12	87.56	788.06	2,364.18	
000418	Type M-Office #248													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000419	Type S-Office #249													
	000	12/18/06	8,366.26	P	SLMM	07 00	0.00	8,366.26	02/28/09	1,792.77	99.60	896.38	2,689.15	
000420	Type N-Office #250													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000421	Type M-Office #255													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000422	Break Room-#266													
	000	12/18/06	1,232.34	P	SLMM	07 00	0.00	1,232.34	02/28/09	264.08	14.67	132.03	396.11	
000423	Break Room-#266													
	000	12/18/06	1,775.00	P	SLMM	07 00	0.00	1,775.00	02/28/09	380.36	21.13	190.17	570.53	
000424	Break Room-#266													
	000	12/18/06	2,817.61	P	SLMM	07 00	0.00	2,817.61	02/28/09	603.78	33.55	301.89	905.67	
000425	Executive Lobby-#267													
	000	12/18/06	1,058.85	P	SLMM	07 00	0.00	1,058.85	02/28/09	226.90	12.61	113.45	340.35	
000426	Labor - Office Furniture													
	000	12/18/06	18,257.01	P	SLMM	07 00	0.00	18,257.01	02/28/09	3,912.22	217.35	1,956.11	5,868.33	

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G/L Asset Acct No = 1700-000														
000427		Sales Tax - Office Furniture												
	000	12/18/06	35,771.60	P	SLMM	07 00	0.00	35,771.60	02/28/09	7,665.35	425.85	3,832.67	11,498.02	
000428		Freight - Office Furniture												
	000	12/18/06	1,368.24	P	SLMM	07 00	0.00	1,368.24	02/28/09	293.19	16.29	146.59	439.78	
000429		File Cabinets												
	000	12/18/06	1,787.28	P	SLMM	07 00	0.00	1,787.28	02/28/09	382.99	21.27	191.49	574.48	
000430		Benson Security System												
	000	12/21/06	41,394.93	P	SLMM	05 00	0.00	41,394.93	02/28/09	12,418.48	689.92	6,209.24	18,627.72	
000437		VOIP Phone System												
	000	12/18/06	370,635.50	P	SLMM	07 00	0.00	370,635.50	02/28/09	79,421.90	4,412.32	39,710.94	119,132.84	
000438		VOIP - Labor & Materials												
	000	12/18/06	39,123.92	P	SLMM	07 00	0.00	39,123.92	02/28/09	8,383.70	465.76	4,191.84	12,575.54	
000439		VOIP - Labor & Materials												
	000	12/18/06	10,430.16	P	SLMM	07 00	0.00	10,430.16	02/28/09	2,235.03	124.17	1,117.51	3,352.54	
000441		Cabling TV's, Projectors, Elec for offices												
	000	02/21/07	61,326.10	P	SLMM	05 00	0.00	61,326.10	02/28/09	16,353.63	1,022.10	9,198.91	25,552.54	
000442		Elec. White Board -Conf. Rm												
	000	12/18/06	6,546.16	P	SLMM	07 00	0.00	6,546.16	02/28/09	1,402.75	77.93	701.37	2,104.12	
000443		Sony 32IN LCD TV - Qty 8												
	000	12/18/06	13,422.06	P	SLMM	05 00	0.00	13,422.06	02/28/09	4,026.62	223.70	2,013.30	6,039.92	
000444		Sony 40IN LCD TV												
	000	12/18/06	2,135.66	P	SLMM	05 00	0.00	2,135.66	02/28/09	640.70	35.59	320.34	961.04	
000445		Speakers for TV's												
	000	12/18/06	4,572.35	P	SLMM	05 00	0.00	4,572.35	02/28/09	1,371.71	76.21	685.85	2,057.56	
000446		Sony 26IN LCD TV												
	000	12/18/06	9,389.69	P	SLMM	05 00	0.00	9,389.69	02/28/09	2,816.91	156.49	1,408.45	4,225.36	
000447		Bluetooth Office Headset												
	000	01/08/07	3,118.09	P	SLMM	05 00	0.00	3,118.09	02/28/09	935.43	51.97	467.71	1,403.14	
000448		Bluetooth Office Headset												
	000	12/20/06	3,841.42	P	SLMM	05 00	0.00	3,841.42	02/28/09	1,152.42	64.03	576.21	1,728.63	
000452		Analog fax hardware for fax & CC machines												
	000	12/18/06	1,568.84	P	SLMM	05 00	0.00	1,568.84	02/28/09	470.65	26.14	235.32	705.97	
000455		Headsets for Sales Dept.												
	000	12/19/06	2,285.36	P	SLMM	05 00	0.00	2,285.36	02/28/09	685.62	38.09	342.80	1,028.42	
000456		15IN LCD Screens - Qty 4												
	000	12/18/06	1,643.78	P	SLMM	05 00	0.00	1,643.78	02/28/09	493.14	27.40	246.57	739.71	
000459		32IN LCD TV - Qty 2												
	000	12/18/06	3,312.45	P	SLMM	05 00	0.00	3,312.45	02/28/09	993.74	55.20	496.86	1,490.60	
000460		40IN LCD TV - Qty 4												
	000	12/18/06	8,409.31	P	SLMM	05 00	0.00	8,409.31	02/28/09	2,522.79	140.15	1,261.39	3,784.18	
000461		Hardware to Install TV's												
	000	12/18/06	2,286.69	P	SLMM	05 00	0.00	2,286.69	02/28/09	686.01	38.11	343.00	1,029.01	
000470		TV-40IN LCD WXGA												
	000	02/20/07	3,330.81	P	SLMM	05 00	0.00	3,330.81	02/28/09	888.21	55.52	499.62	1,387.83	
000485		Projector - In Focus LP600												
	000	01/01/07	2,584.35	P	SLMM	05 00	0.00	2,584.35	02/28/09	775.31	43.07	387.65	1,162.96	
000486		Electronic White Board - Qty 4												
	000	01/01/07	6,546.16	P	SLMM	07 00	0.00	6,546.16	02/28/09	1,402.75	77.93	701.37	2,104.12	
000487		Headsets for Tkt Sales												
	000	01/08/07	2,009.87	P	SLMM	05 00	0.00	2,009.87	02/28/09	602.96	33.49	301.47	904.43	
000494		Labor to reconfigure workstations												
	000	07/17/07	1,200.00	P	SLMM	07 00	0.00	1,200.00	02/28/09	157.14	14.29	128.57	285.71	

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Depreciation Expense Report

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Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000495	Table & Bookcase Hutch													
	000	09/25/07	2,118.56	P	SLMM	07 00	0.00	2,118.56	02/28/09	226.99	25.22	226.98	453.97	
000496	4 - Nortel WLan Handsets													
	000	07/18/07	2,242.16	P	SLMM	07 00	0.00	2,242.16	02/28/09	293.62	26.69	240.23	533.85	
000508	Benson Security - CCTV Upgrade													
	000	10/24/07	153,931.06	P	SLMM	05 00	0.00	153,931.06	02/28/09	20,524.14	2,565.51	23,089.65	43,613.79	
000510	Office Cubicles Cables													
	000	04/18/08	2,355.32	P	SLMM	07 00	0.00	2,355.32	02/28/09	56.09	28.04	252.36	308.45	
000512	Reconfigure Cubicles													
	000	04/16/08	12,651.56	P	SLMM	07 00	0.00	12,651.56	02/28/09	301.23	150.61	1,355.52	1,656.75	
000514	Wall Murals													
	000	03/03/08	41,813.02	P	SLMM	07 00	0.00	41,813.02	02/28/09	1,991.10	497.77	4,479.96	6,471.06	
000539	Office Lobby Sign													
	000	10/29/08	4,084.81	P	SLMM	07 00	0.00	4,084.81	02/28/09	0.00	48.63	243.15	243.15	
000541	Interview Room Media Backdrop													
	000	11/17/08	1,371.08	P	SLMM	07 00	0.00	1,371.08	02/28/09	0.00	16.32	65.29	65.29	
	G/L Asset Acct No = 1700-000		1,410,410.93				0.00	1,410,410.93		290,402.71	18,317.38	164,577.37	454,980.08	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 216		1,410,410.93				0.00	1,410,410.93		290,402.71	18,317.38	164,577.37	454,980.08	
G/L Asset Acct No = 1710-000														
000069	Sony BVW75 Recorder													
	000	09/25/06	991.08	P	SLMM	03 00	0.00	991.08	02/28/09	578.13	27.53	247.77	825.90	
000070	Firewall													
	000	09/25/06	125.40	P	SLMM	03 00	0.00	125.40	02/28/09	73.15	3.49	31.35	104.50	
000071	Exchange Software													
	000	09/25/06	273.00	P	SLMM	03 00	0.00	273.00	02/28/09	159.25	7.59	68.25	227.50	
000072	Ticketmaster Server													
	000	09/25/06	1,291.26	P	SLMM	03 00	0.00	1,291.26	02/28/09	753.24	35.87	322.81	1,076.05	
000073	S Series 512 MB Computers - Qty 12													
	000	09/25/06	6,034.82	P	SLMM	03 00	0.00	6,034.82	02/28/09	3,520.32	167.63	1,508.70	5,029.02	
000074	CDRWDVD - Qty 3													
	000	09/25/06	2,654.52	P	SLMM	03 00	0.00	2,654.52	02/28/09	1,548.47	73.74	663.63	2,212.10	
000075	Thinkvision LCD - Qty 15													
	000	09/26/06	3,153.95	P	SLMM	03 00	0.00	3,153.95	02/28/09	1,839.82	87.61	788.49	2,628.31	
000076	S Series 512 MB Computers - Qty 3													
	000	09/25/06	1,508.70	P	SLMM	03 00	0.00	1,508.70	02/28/09	880.08	41.91	377.17	1,257.25	
000077	Cannon 510 Fax													
	000	09/25/06	1,108.87	P	SLMM	03 00	0.00	1,108.87	02/28/09	646.84	30.80	277.21	924.05	
000078	PC w/Pentium Processors - Qty 15													
	000	09/25/06	12,670.69	P	SLMM	03 00	0.00	12,670.69	02/28/09	7,391.23	351.97	3,167.67	10,558.90	
000079	KM Printer FS													
	000	09/25/06	5,220.06	P	SLMM	03 00	0.00	5,220.06	02/28/09	3,045.04	145.00	1,305.01	4,350.05	
000080	CDRWDVD - Qty 2													
	000	09/25/06	1,815.08	P	SLMM	03 00	0.00	1,815.08	02/28/09	1,058.80	50.42	453.77	1,512.57	
000081	LC2050P Fax													
	000	09/25/06	650.07	P	SLMM	03 00	0.00	650.07	02/28/09	379.21	18.05	162.51	541.72	
000082	OLB Win Svr & Exchange 2003 - Qty 50													

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G/L Asset Acct No = 1710-000														
	000	09/25/06	2,991.49	P	SLMM	03 00	0.00	2,991.49	02/28/09	1,745.03	83.10	747.87	2,492.90	
000083	PM G5/2300 DP 512 Computer													
	000	09/25/06	1,575.70	P	SLMM	03 00	0.00	1,575.70	02/28/09	919.17	43.77	393.92	1,313.09	
000084	P7010 PM753 CDRW/DVD Computer													
	000	09/25/06	1,237.25	P	SLMM	03 00	0.00	1,237.25	02/28/09	721.73	34.37	309.31	1,031.04	
000085	S Series 512 MB Computer + Monitor - qty 5													
	000	09/25/06	3,836.88	P	SLMM	03 00	0.00	3,836.88	02/28/09	2,238.18	106.58	959.22	3,197.40	
000086	EXP TP X32 1.8GB Computer													
	000	09/25/06	1,120.27	P	SLMM	03 00	0.00	1,120.27	02/28/09	653.49	31.12	280.06	933.55	
000087	512MB-60GB WLS Combo Computer													
	000	09/25/06	971.22	P	SLMM	03 00	0.00	971.22	02/28/09	566.55	26.98	242.80	809.35	
000088	BES 3.6 Exchange - Qty 2													
	000	09/25/06	1,687.49	P	SLMM	03 00	0.00	1,687.49	02/28/09	984.37	46.87	421.87	1,406.24	
000089	TP 512MB Laptop													
	000	09/25/06	1,072.27	P	SLMM	03 00	0.00	1,072.27	02/28/09	625.49	29.78	268.06	893.55	
000090	EXP TP X32 1.8GB Computer													
	000	09/25/06	1,154.63	P	SLMM	03 00	0.00	1,154.63	02/28/09	673.54	32.08	288.66	962.20	
000185	Apple Power Mac G4													
	000	09/25/06	1,575.71	P	SLMM	03 00	0.00	1,575.71	02/28/09	919.18	43.77	393.93	1,313.11	
000186	3-Laptops TP 512MB													
	000	09/25/06	3,756.69	P	SLMM	03 00	0.00	3,756.69	02/28/09	2,191.40	104.35	939.17	3,130.57	
000188	Dell D820 Laptop													
	000	09/25/06	1,563.95	P	SLMM	03 00	0.00	1,563.95	02/28/09	912.31	43.45	390.99	1,303.30	
000190	3 - Dell Latitude D620 Package													
	000	09/25/06	3,890.62	P	SLMM	03 00	0.00	3,890.62	02/28/09	2,269.53	108.07	972.65	3,242.18	
000191	3 - Opti Plex GX620 Desktop Package													
	000	09/25/06	3,148.17	P	SLMM	03 00	0.00	3,148.17	02/28/09	1,836.43	87.45	787.04	2,623.47	
000196	7 - Dell 19 Inch Flat Panels													
	000	09/25/06	1,584.41	P	SLMM	03 00	0.00	1,584.41	02/28/09	924.24	44.01	396.10	1,320.34	
000198	6 - Dell Latitude D620 Package													
	000	09/25/06	8,243.23	P	SLMM	03 00	0.00	8,243.23	02/28/09	4,808.55	228.98	2,060.80	6,869.35	
000199	Macbook Pro Laptop													
	000	09/25/06	2,609.67	P	SLMM	03 00	0.00	2,609.67	02/28/09	1,522.31	72.49	652.41	2,174.72	
000200	Opti Plex GX620 Desktop Package													
	000	09/25/06	1,094.53	P	SLMM	03 00	0.00	1,094.53	02/28/09	638.47	30.41	273.63	912.10	
000201	Opti Plex GX620 Desktop Package													
	000	09/25/06	1,094.53	P	SLMM	03 00	0.00	1,094.53	02/28/09	638.47	30.41	273.63	912.10	
000202	Opti Plex GX620 Desktop Package													
	000	09/25/06	1,094.53	P	SLMM	03 00	0.00	1,094.53	02/28/09	638.47	30.41	273.63	912.10	
000203	Dual Core Xeon Desktop PE 1950													
	000	09/25/06	3,396.67	P	SLMM	03 00	0.00	3,396.67	02/28/09	1,981.39	94.35	849.16	2,830.55	
000204	6 - Dell Latitude D620 Package													
	000	09/25/06	8,284.16	P	SLMM	03 00	0.00	8,284.16	02/28/09	4,832.43	230.12	2,071.04	6,903.47	
000206	6 - Dell 19 Inch Flat Panels													
	000	09/25/06	986.35	P	SLMM	03 00	0.00	986.35	02/28/09	575.37	27.40	246.58	821.95	
000209	Dual Core Xeon Desktop PE 2950													
	000	09/25/06	5,449.94	P	SLMM	03 00	0.00	5,449.94	02/28/09	3,179.14	151.38	1,362.48	4,541.62	
000210	Dual Core Xeon Desktop PE 2950													
	000	09/25/06	5,449.94	P	SLMM	03 00	0.00	5,449.94	02/28/09	3,179.14	151.38	1,362.48	4,541.62	
000211	Dual Core Xeon Desktop PE 1950													
	000	09/25/06	3,413.45	P	SLMM	03 00	0.00	3,413.45	02/28/09	1,991.18	94.82	853.36	2,844.54	
000212	Dual Core Xeon Desktop PE 1950													

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G/L Asset Acct No = 1710-000														
	000	09/25/06	3,762.56	P	SLMM	03 00	0.00	3,762.56	02/28/09	2,194.83	104.52	940.64	3,135.47	
000213	Dual Core Xeon Desktop PE 2950													
	000	09/25/06	6,153.52	P	SLMM	03 00	0.00	6,153.52	02/28/09	3,589.55	170.93	1,538.37	5,127.92	
000216	22 - 1GB Memory 333MHZ													
	000	09/25/06	2,386.38	P	SLMM	03 00	0.00	2,386.38	02/28/09	1,392.06	66.29	596.59	1,988.65	
000217	50 - Dell 19 Inch Flat Panels													
	000	09/25/06	9,221.61	P	SLMM	03 00	0.00	9,221.61	02/28/09	5,379.27	256.16	2,305.40	7,684.67	
000218	2 - Dual Core Xeon Desktop PE 2950													
	000	09/25/06	10,942.80	P	SLMM	03 00	0.00	10,942.80	02/28/09	6,383.30	303.97	2,735.70	9,119.00	
000219	114 - 1GB Memory 333MHZ													
	000	09/25/06	12,377.90	P	SLMM	03 00	0.00	12,377.90	02/28/09	7,220.45	343.83	3,094.47	10,314.92	
000220	10 - Opti Plex GX620 Desktop Package													
	000	09/25/06	10,955.54	P	SLMM	03 00	0.00	10,955.54	02/28/09	6,390.74	304.32	2,738.88	9,129.62	
000221	2 Infoblox-1050 DNSone													
	000	09/25/06	19,407.41	P	SLMM	03 00	0.00	19,407.41	02/28/09	11,320.99	539.09	4,851.85	16,172.84	
000222	6 - Dell Latitude D620 Package													
	000	09/25/06	8,382.39	P	SLMM	03 00	0.00	8,382.39	02/28/09	4,889.73	232.84	2,095.59	6,985.32	
000223	Poweredge 4210 Server													
	000	09/25/06	2,825.42	P	SLMM	03 00	0.00	2,825.42	02/28/09	1,648.17	78.48	706.35	2,354.52	
000224	16 Port Digital Switch Analog Lines													
	000	09/25/06	3,178.77	P	SLMM	03 00	0.00	3,178.77	02/28/09	1,854.28	88.30	794.69	2,648.97	
000227	12 - Dell 19 Inch Flat Panels													
	000	09/25/06	2,413.16	P	SLMM	03 00	0.00	2,413.16	02/28/09	1,407.68	67.03	603.29	2,010.97	
000229	8- Edge 1 GB Memory													
	000	09/25/06	1,148.02	P	SLMM	03 00	0.00	1,148.02	02/28/09	669.69	31.89	287.00	956.69	
000230	10 - Opti Plex GX620 Desktop Package													
	000	09/25/06	10,582.34	P	SLMM	03 00	0.00	10,582.34	02/28/09	6,173.04	293.95	2,645.58	8,818.62	
000232	ML6010 Control Module													
	000	09/25/06	23,068.09	P	SLMM	03 00	0.00	23,068.09	02/28/09	13,456.38	640.78	5,767.02	19,223.40	
000233	1- Cisco VPN Appliance													
	000	09/25/06	2,623.73	P	SLMM	03 00	0.00	2,623.73	02/28/09	1,530.51	72.88	655.93	2,186.44	
000234	3 - Opti Plex GX620 Desktop Package													
	000	09/25/06	2,950.99	P	SLMM	03 00	0.00	2,950.99	02/28/09	1,721.41	81.97	737.74	2,459.15	
000236	2 - Dual Core Xeon Desktop PE 1950													
	000	09/25/06	7,282.52	P	SLMM	03 00	0.00	7,282.52	02/28/09	4,248.14	202.29	1,820.63	6,068.77	
000237	Macbook Pro Laptop													
	000	09/25/06	2,666.57	P	SLMM	03 00	0.00	2,666.57	02/28/09	1,555.50	74.07	666.64	2,222.14	
000238	4 - 300/143 GB Hard Drives													
	000	09/25/06	1,590.26	P	SLMM	03 00	0.00	1,590.26	02/28/09	927.66	44.17	397.56	1,325.22	
000241	Dual Core Xeon Desktop PE 1950													
	000	09/25/06	3,665.82	P	SLMM	03 00	0.00	3,665.82	02/28/09	2,138.40	101.83	916.45	3,054.85	
000242	2 - Dual Core Xeon Desktop PE 2950													
	000	09/25/06	10,210.61	P	SLMM	03 00	0.00	10,210.61	02/28/09	5,956.19	283.63	2,552.65	8,508.84	
000243	12 - Dell 19 Inch Flat Panels													
	000	09/25/06	2,358.20	P	SLMM	03 00	0.00	2,358.20	02/28/09	1,375.62	65.51	589.55	1,965.17	
000244	2 - Nortel Ethernet Routing Switch													
	000	09/25/06	10,309.48	P	SLMM	03 00	0.00	10,309.48	02/28/09	6,013.86	286.37	2,577.36	8,591.22	
000247	10 - Opti Plex GX620 Desktop Package													
	000	09/25/06	11,288.17	P	SLMM	03 00	0.00	11,288.17	02/28/09	6,584.76	313.56	2,822.04	9,406.80	
000431	Laptop for Video Cord.													
	000	11/12/06	3,783.67	P	SLMM	03 00	0.00	3,783.67	02/28/09	2,102.04	105.10	945.91	3,047.95	
000432	Dell 19inch Flat Panel Monitors													

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G/L Asset Acct No = 1710-000														
	000	10/29/06	2,053.49	P	SLMM	03 00	0.00	2,053.49	02/28/09	1,140.83	57.04	513.37	1,654.20	
000434	Color Printer - Hky Ops													
	000	10/02/06	2,590.00	P	SLMM	03 00	0.00	2,590.00	02/28/09	1,510.83	71.94	647.49	2,158.32	
000450	Projector Screens - Qty 3													
	000	12/22/06	12,048.14	P	SLMM	03 00	0.00	12,048.14	02/28/09	6,024.07	334.67	3,012.03	9,036.10	
000451	Elec. Projector Screens-Qty 3													
	000	12/18/06	16,929.32	P	SLMM	03 00	0.00	16,929.32	02/28/09	8,464.66	470.26	4,232.33	12,696.99	
000462	Projector Screens - Qty 5													
	000	12/18/06	15,445.43	P	SLMM	03 00	0.00	15,445.43	02/28/09	7,722.73	429.04	3,861.36	11,584.09	
000464	Dell Latitude D620 - Qty 5													
	000	01/01/07	7,201.19	P	SLMM	03 00	0.00	7,201.19	02/28/09	3,600.60	200.04	1,800.30	5,400.90	
000465	Dell OptiPlex GX620-Qty 20													
	000	01/01/07	23,499.10	P	SLMM	03 00	0.00	23,499.10	02/28/09	11,749.55	652.75	5,874.77	17,624.32	
000466	Dell Latitude D820- Qty 1													
	000	01/01/07	3,626.87	P	SLMM	03 00	0.00	3,626.87	02/28/09	1,813.44	100.75	906.72	2,720.16	
000471	Dell Latitude D620- Qty 3													
	000	03/01/07	4,439.89	P	SLMM	03 00	0.00	4,439.89	02/28/09	1,973.28	123.33	1,109.97	3,083.25	
000472	Laptop Desk Port Replicator - Qty 10													
	000	01/23/07	1,624.96	P	SLMM	03 00	0.00	1,624.96	02/28/09	767.34	45.13	406.23	1,173.57	
000475	Dell OptiPlex 745 Desktop - Qty 10													
	000	01/25/07	10,630.42	P	SLMM	03 00	0.00	10,630.42	02/28/09	5,019.93	295.29	2,657.60	7,677.53	
000476	Dell Core Xeon Processor													
	000	01/07/07	5,390.39	P	SLMM	03 00	0.00	5,390.39	02/28/09	2,695.20	149.74	1,347.60	4,042.80	
000477	Dell Latitude D620-Qty 3													
	000	01/26/07	4,320.72	P	SLMM	03 00	0.00	4,320.72	02/28/09	2,040.34	120.02	1,080.18	3,120.52	
000478	Passport Switches - Qty 2													
	000	04/30/07	27,751.41	P	SLMM	07 00	0.00	27,751.41	02/28/09	4,625.24	330.37	2,973.36	7,598.60	
000479	Dell 19IN Flat Panel Monitors - Qty 10													
	000	01/01/07	2,265.60	P	SLMM	03 00	0.00	2,265.60	02/28/09	1,132.80	62.94	566.40	1,699.20	
000480	Dell Wireless Laptop Cards - Qty 10													
	000	01/23/07	1,593.82	P	SLMM	03 00	0.00	1,593.82	02/28/09	752.63	44.27	398.45	1,151.08	
000481	Dell OptiPlex 745 - Qty 3													
	000	01/24/07	3,260.63	P	SLMM	03 00	0.00	3,260.63	02/28/09	1,539.75	90.58	815.16	2,354.91	
000482	Xeon Processor Server for Ticketmaster & Archtics - Qty 3													
	000	01/22/07	17,626.48	P	SLMM	03 00	0.00	17,626.48	02/28/09	8,323.61	489.62	4,406.61	12,730.22	
000483	Dell OptiPlex GX620-Qty 10													
	000	01/01/07	11,878.43	P	SLMM	03 00	0.00	11,878.43	02/28/09	5,939.22	329.96	2,969.61	8,908.83	
000484	PowerEdge 4210 (Corporate Controller Server)													
	000	01/01/07	6,046.63	P	SLMM	03 00	0.00	6,046.63	02/28/09	3,023.31	167.96	1,511.65	4,534.96	
000488	Dell Latitude D620 - Qty 3													
	000	01/12/07	6,544.64	P	SLMM	03 00	0.00	6,544.64	02/28/09	3,272.32	181.80	1,636.16	4,908.48	
000489	APC Smart Power for Computers - Qty 4													
	000	01/01/07	1,952.46	P	SLMM	03 00	0.00	1,952.46	02/28/09	976.23	54.23	488.11	1,464.34	
000499	1 - MacBook Pro Laptop													
	000	07/16/07	3,264.79	P	SLMM	03 00	0.00	3,264.79	02/28/09	997.58	90.69	816.19	1,813.77	
000500	5 - Dell UltraSharp 1907 Flat Panel 19in.													
	000	10/23/07	1,503.34	P	SLMM	03 00	0.00	1,503.34	02/28/09	334.09	41.76	375.83	709.92	
000501	3 - Dell Latitude D630 2GHZ, 800MHZ													
	000	09/30/07	5,293.73	P	SLMM	03 00	0.00	5,293.73	02/28/09	1,323.43	147.05	1,323.43	2,646.86	
000503	5 - OptiPlex 745 Desktops System													
	000	08/10/07	5,026.32	P	SLMM	03 00	0.00	5,026.32	02/28/09	1,535.82	139.62	1,256.58	2,792.40	
000504	3 - Dell Latitude D830 2.40GHZ, 800MHZ Computers													

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Depreciation Expense Report

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FYE Month = June

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G/L Asset Acct No = 1710-000														
	000	08/19/07	9,456.57	P	SLMM	03 00	0.00	9,456.57	02/28/09	2,626.83	262.68	2,364.14	4,990.97	
000506	1 - Dell Latitude D630 2.40GHZ, 800MHZ Computer													
	000	11/23/07	2,832.98	P	SLMM	03 00	0.00	2,832.98	02/28/09	550.86	78.69	708.24	1,259.10	
000507	2 - Dell OptiPlex 755 Minitower 3.0GHZ Computers													
	000	11/21/07	2,923.60	P	SLMM	03 00	0.00	2,923.60	02/28/09	568.48	81.21	730.89	1,299.37	
000515	2 - Xeon 3040 Dell Servers													
	000	02/07/08	4,268.90	P	SLMM	03 00	0.00	4,268.90	02/28/09	592.90	118.58	1,067.22	1,660.12	
000516	1 Dell Latitude Laptop													
	000	02/29/08	2,260.02	P	SLMM	03 00	0.00	2,260.02	02/28/09	251.11	62.78	565.00	816.11	
000517	Dell Rack Unit													
	000	02/01/08	5,943.46	P	SLMM	03 00	0.00	5,943.46	02/28/09	825.48	165.10	1,485.86	2,311.34	
000518	2 Dell Laptops													
	000	02/01/08	4,543.34	P	SLMM	03 00	0.00	4,543.34	02/28/09	631.02	126.20	1,135.83	1,766.85	
000519	10 - OptiPlex 755 Desktop Computers													
	000	05/19/08	14,941.11	P	SLMM	03 00	0.00	14,941.11	02/28/09	415.03	415.03	3,735.27	4,150.30	
000520	2 - DataCenter Servers													
	000	04/23/08	5,715.83	P	SLMM	03 00	0.00	5,715.83	02/28/09	317.55	158.78	1,428.96	1,746.51	
000523	Dell Lat. D630 Computers - Qty 4													
	000	07/11/08	8,313.49	P	SLMM	03 00	0.00	8,313.49	02/28/09	0.00	230.93	2,078.37	2,078.37	
000527	Dell Latitude													
	000	08/27/08	1,200.00	P	SLMM	03 00	0.00	1,200.00	02/28/09	0.00	33.33	233.33	233.33	
000528	Dell Latitude													
	000	08/27/08	1,200.00	P	SLMM	03 00	0.00	1,200.00	02/28/09	0.00	33.33	233.33	233.33	
000529	Dell R300 PwerEdge Processor													
	000	08/20/08	6,284.77	P	SLMM	03 00	0.00	6,284.77	02/28/09	0.00	174.58	1,222.04	1,222.04	
000532	Apple Laptop													
	000	09/11/08	3,015.94	P	SLMM	03 00	0.00	3,015.94	02/28/09	0.00	83.78	586.43	586.43	
000536	Apple Computer													
	000	09/26/08	5,398.50	P	SLMM	03 00	0.00	5,398.50	02/28/09	0.00	149.96	899.76	899.76	
000538	Dell Latitude E6400													
	000	10/24/08	2,595.61	P	SLMM	03 00	0.00	2,595.61	02/28/09	0.00	72.10	360.50	360.50	
	G/L Asset Acct No = 1710-000		580,019.50				0.00	580,019.50		267,241.48	15,671.18	139,651.73	406,893.21	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 107		580,019.50				0.00	580,019.50		267,241.48	15,671.18	139,651.73	406,893.21	
G/L Asset Acct No = 1780-000														
000117	Fun n. Fit													
	000	09/25/06	182.73	P	SLMM	05 00	0.00	182.73	02/28/09	63.96	3.05	27.41	91.37	
000118	Tiger Barbell													
	000	09/25/06	295.00	P	SLMM	05 00	0.00	295.00	02/28/09	103.25	4.92	44.25	147.50	
000119	York Barbell													
	000	09/25/06	2,762.11	P	SLMM	05 00	0.00	2,762.11	02/28/09	966.74	46.03	414.31	1,381.05	
000120	Jump Stretch													
	000	09/25/06	84.67	P	SLMM	05 00	0.00	84.67	02/28/09	29.63	1.41	12.69	42.32	
000121	Technogym													
	000	09/25/06	112.16	P	SLMM	05 00	0.00	112.16	02/28/09	39.25	1.87	16.82	56.07	
000122	Torch Enterprises													
	000	09/25/06	108.15	P	SLMM	05 00	0.00	108.15	02/28/09	37.85	1.80	16.22	54.07	

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G/L Asset Acct No = 1780-000														
000123		Technogym												
	000	09/25/06	330.25	P	SLMM	05 00	0.00	330.25	02/28/09	115.59	5.50	49.53	165.12	
000124		Runrace 1200 HC												
	000	09/25/06	651.50	P	SLMM	05 00	0.00	651.50	02/28/09	228.03	10.86	97.72	325.75	
000125		Bikerace												
	000	09/25/06	2,976.50	P	SLMM	05 00	0.00	2,976.50	02/28/09	1,041.78	49.61	446.47	1,488.25	
000126		Bikerace HC600												
	000	09/25/06	1,011.80	P	SLMM	05 00	0.00	1,011.80	02/28/09	354.13	16.87	151.77	505.90	
000127		Fitness & Sharpening Equipment												
	000	09/25/06	23,500.00	P	SLMM	05 00	0.00	23,500.00	02/28/09	8,225.00	391.67	3,525.00	11,750.00	
000245		1 Cybex Upper/Lower Body ARC												
	000	09/25/06	4,310.41	P	SLMM	05 00	0.00	4,310.41	02/28/09	1,508.64	71.84	646.56	2,155.20	
000246		1 Treadmill- TRU-Z-9T												
	000	09/25/06	5,106.01	P	SLMM	05 00	0.00	5,106.01	02/28/09	1,787.10	85.10	765.90	2,553.00	
000491		12-LifeFitness Cycling Bikes												
	000	09/19/07	10,077.04	P	SLMM	05 00	0.00	10,077.04	02/28/09	1,511.56	167.95	1,511.55	3,023.11	
000497		Sanitizing Machine												
	000	08/01/07	8,295.00	P	SLMM	05 00	0.00	8,295.00	02/28/09	1,520.75	138.25	1,244.25	2,765.00	
	G/L Asset Acct No = 1780-000		59,803.33				0.00	59,803.33		17,533.26	996.73	8,970.45	26,503.71	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 15		59,803.33				0.00	59,803.33		17,533.26	996.73	8,970.45	26,503.71	
G/L Asset Acct No = 1800-000														
000162		Office Pro 2003 Windows Software - Qty 3												
	000	09/25/06	1,736.66	P	SLMM	03 00	0.00	1,736.66	02/28/09	1,013.06	48.24	434.16	1,447.22	
000163		Office Pro 2003 Windows Software - Qty 3												
	000	09/25/06	1,736.75	P	SLMM	03 00	0.00	1,736.75	02/28/09	1,013.11	48.25	434.19	1,447.30	
000164		Office Pro 2003 Windows Software w/BCM- Qty 2												
	000	09/25/06	406.86	P	SLMM	03 00	0.00	406.86	02/28/09	237.34	11.30	101.71	339.05	
000187		10 Act 2006/Migrate Software												
	000	09/25/06	3,871.47	P	SLMM	03 00	0.00	3,871.47	02/28/09	2,258.36	107.54	967.86	3,226.22	
000193		2 Studio W/Flash Software												
	000	09/25/06	1,809.75	P	SLMM	03 00	0.00	1,809.75	02/28/09	1,055.69	50.27	452.43	1,508.12	
000194		1 Creavtive Suites Software												
	000	09/25/06	1,222.92	P	SLMM	03 00	0.00	1,222.92	02/28/09	713.37	33.97	305.73	1,019.10	
000197		250-Livestate Recovery Desktop Software												
	000	09/25/06	1,761.99	P	SLMM	03 00	0.00	1,761.99	02/28/09	1,027.83	48.94	440.49	1,468.32	
000205		Windows Server Software												
	000	09/25/06	942.92	P	SLMM	03 00	0.00	942.92	02/28/09	550.04	26.19	235.73	785.77	
000207		2 - Windows Server Software												
	000	09/25/06	1,891.42	P	SLMM	03 00	0.00	1,891.42	02/28/09	1,103.34	52.54	472.85	1,576.19	
000208		Windows Server Software												
	000	09/25/06	3,066.24	P	SLMM	03 00	0.00	3,066.24	02/28/09	1,788.64	85.18	766.56	2,555.20	
000214		2 Creative Suites Software												
	000	09/25/06	2,339.60	P	SLMM	03 00	0.00	2,339.60	02/28/09	1,364.77	64.99	584.90	1,949.67	
000215		12- Symantec Livestate Rec. Software												
	000	09/25/06	2,244.67	P	SLMM	03 00	0.00	2,244.67	02/28/09	1,309.39	62.35	561.16	1,870.55	
000225		100 - Office LCS CAL Software												

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G/L Asset Acct No = 1800-000														
	000	09/25/06	5,000.54	P	SLMM	03 00	0.00	5,000.54	02/28/09	2,916.99	138.90	1,250.13	4,167.12	
000226	251 - McAfee Virus Scan													
	000	09/25/06	8,805.99	P	SLMM	03 00	0.00	8,805.99	02/28/09	5,136.83	244.61	2,201.49	7,338.32	
000228	Macromedia Studio W/Flash Software													
	000	09/25/06	968.44	P	SLMM	03 00	0.00	968.44	02/28/09	564.92	26.90	242.10	807.02	
000231	5 - Adobe Acrobat Pro V7													
	000	09/25/06	1,816.70	P	SLMM	03 00	0.00	1,816.70	02/28/09	1,059.75	50.46	454.17	1,513.92	
000235	1 Adobe Creative Stes Software													
	000	09/25/06	1,194.61	P	SLMM	03 00	0.00	1,194.61	02/28/09	696.85	33.19	298.65	995.50	
000239	Act Software													
	000	09/25/06	1,001.16	P	SLMM	03 00	0.00	1,001.16	02/28/09	584.01	27.81	250.29	834.30	
000240	20- Metaframe Citrix Software													
	000	09/25/06	1,647.46	P	SLMM	03 00	0.00	1,647.46	02/28/09	961.02	45.76	411.86	1,372.88	
000433	Creative Ste. Software													
	000	10/09/06	1,268.46	P	SLMM	03 00	0.00	1,268.46	02/28/09	739.94	35.23	317.11	1,057.05	
000436	Track It Software													
	000	10/31/06	7,353.33	P	SLMM	03 00	0.00	7,353.33	02/28/09	4,085.18	204.26	1,838.33	5,923.51	
000440	Sales Call Center Software													
	000	02/06/07	165,628.70	P	SLMM	03 00	0.00	165,628.70	02/28/09	78,213.56	4,600.79	41,407.17	119,620.73	
000467	ABI Software													
	000	01/01/07	5,350.00	P	SLMM	03 00	0.00	5,350.00	02/28/09	2,675.00	148.61	1,337.49	4,012.49	
000473	Solomon Business Ready 2007 Software													
	000	04/10/07	7,942.00	P	SLMM	03 00	0.00	7,942.00	02/28/09	3,309.16	220.61	1,985.49	5,294.65	
000474	Track-It! Enterprise Software													
	000	01/23/07	4,801.36	P	SLMM	03 00	0.00	4,801.36	02/28/09	2,267.31	133.37	1,200.33	3,467.64	
000490	VPN Solution Software													
	000	01/01/07	2,800.00	P	SLMM	03 00	0.00	2,800.00	02/28/09	1,400.00	77.77	699.99	2,099.99	
000492	Coupa Software													
	000	11/02/07	6,240.00	P	SLMM	03 00	0.00	6,240.00	02/28/09	1,386.67	173.34	1,560.00	2,946.67	
000493	6 - Mesh Back Chairs													
	000	10/05/07	2,716.40	P	SLMM	07 00	0.00	2,716.40	02/28/09	291.04	32.34	291.04	582.08	
000505	Microsoft Enterprise Servers Software													
	000	12/01/07	1,976.26	P	SLMM	03 00	0.00	1,976.26	02/28/09	384.27	54.90	494.06	878.33	
000513	CRM Software													
	000	06/01/08	150,830.00	P	SLMM	03 00	0.00	150,830.00	02/28/09	4,352.78	4,189.73	38,685.83	43,038.61	
000521	FRX Upgrade/Implementation													
	000	07/14/08	1,237.50	P	SLMM	03 00	0.00	1,237.50	02/28/09	0.00	34.37	309.37	309.37	
000531	Cisco VPN License - 25 users													
	000	09/10/08	2,064.36	P	SLMM	03 00	0.00	2,064.36	02/28/09	0.00	57.35	401.40	401.40	
	G/L Asset Acct No = 1800-000		403,674.52				0.00	403,674.52		124,460.22	11,170.06	101,394.07	225,854.29	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 32		403,674.52				0.00	403,674.52		124,460.22	11,170.06	101,394.07	225,854.29	
G/L Asset Acct No = 1810-000														
000435	Analog to digital hardware converter													
	000	11/10/06	1,954.84	P	SLMM	07 00	0.00	1,954.84	02/28/09	465.44	23.27	209.44	674.88	
000449	ERS 5520-48T Network Switch													
	000	12/18/06	59,838.03	P	SLMM	07 00	0.00	59,838.03	02/28/09	12,822.44	712.35	6,411.21	19,233.65	

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G/L Asset Acct No = 1810-000														
000453	Core Network Switches													
	000	12/22/06	8,503.02	P	SLMM	07 00	0.00	8,503.02	02/28/09	1,822.08	101.23	911.04	2,733.12	
000454	Battery Backup Protection Hardware													
	000	12/21/06	5,727.39	P	SLMM	03 00	0.00	5,727.39	02/28/09	2,863.70	159.09	1,431.84	4,295.54	
000457	Nortel Switch Hardware													
	000	12/18/06	27,869.51	P	SLMM	07 00	0.00	27,869.51	02/28/09	5,972.05	331.78	2,986.02	8,958.07	
000458	Network Hardware													
	000	12/18/06	26,580.99	P	SLMM	07 00	0.00	26,580.99	02/28/09	5,695.93	316.44	2,847.96	8,543.89	
000468	Nortel Core Switches - Qty 2													
	000	02/20/07	10,852.80	P	SLMM	07 00	0.00	10,852.80	02/28/09	2,067.21	129.20	1,162.80	3,230.01	
000469	Nortel Core Network Switches - Qty 11													
	000	01/01/07	60,901.42	P	SLMM	07 00	0.00	60,901.42	02/28/09	13,050.30	725.02	6,525.15	19,575.45	
000498	EMC - Data Storage System													
	000	09/20/07	29,353.91	P	SLMM	05 00	0.00	29,353.91	02/28/09	4,403.09	489.23	4,403.08	8,806.17	
000502	8 - 2GB Memory Module for Dell PowerEdge 2950 Server													
	000	08/09/07	1,709.81	P	SLMM	03 00	0.00	1,709.81	02/28/09	522.44	47.49	427.45	949.89	
000530	Cisco Firewall Equip.													
	000	09/10/08	5,399.57	P	SLMM	07 00	0.00	5,399.57	02/28/09	0.00	64.26	449.96	449.96	
000537	Geth Switches - Qty 10													
	000	09/28/08	45,534.72	P	SLMM	07 00	0.00	45,534.72	02/28/09	0.00	542.08	3,252.48	3,252.48	
	G/L Asset Acct No = 1810-000		284,226.01				0.00	284,226.01		49,684.68	3,641.46	31,018.43	80,703.11	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 12		284,226.01				0.00	284,226.01		49,684.68	3,641.46	31,018.43	80,703.11	
G/L Asset Acct No = 1820-000														
000172	Arena Bann													
	000	09/25/06	579.88	P	SLMM	03 00	0.00	579.88	02/28/09	338.26	16.10	144.96	483.22	
000173	DVD Camcorder, Monitor, Analog CODEC													
	000	09/25/06	2,099.58	P	SLMM	03 00	0.00	2,099.58	02/28/09	1,224.76	58.32	524.89	1,749.65	
000174	Baldwin Organ - Studio II													
	000	09/25/06	1,666.51	P	SLMM	03 00	0.00	1,666.51	02/28/09	972.13	46.29	416.62	1,388.75	
000525	Sony Monitor													
	000	08/20/08	1,717.00	P	SLMM	03 00	0.00	1,717.00	02/28/09	0.00	47.70	333.87	333.87	
000540	Riedel Intercom System Upgrade													
	000	11/01/08	74,446.44	P	SLMM	03 00	0.00	74,446.44	02/28/09	0.00	2,067.96	10,339.78	10,339.78	
	G/L Asset Acct No = 1820-000		80,509.41				0.00	80,509.41		2,535.15	2,236.37	11,760.12	14,295.27	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 5		80,509.41				0.00	80,509.41		2,535.15	2,236.37	11,760.12	14,295.27	
G/L Asset Acct No = 1830-000														
000179	Hockey Vid													
	000	09/25/06	1,749.08	P	SLMM	03 00	0.00	1,749.08	02/28/09	1,020.30	48.59	437.27	1,457.57	
000511	Video Scouting Equipment													

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Nicole Campbell
Squire Sanders
Sep 01, 2009 13:18

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Squire Sanders
Sep 01, 2009 13:18

Coyotes Hockey, LLC

Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1830-000														
	000	01/01/08	79,019.73	P	SLMM	03 00	0.00	79,019.73	02/28/09	13,169.96	2,194.99	19,754.93	32,924.89	
000524	Tricaster Broadcast													
	000	08/25/08	12,397.00	P	SLMM	03 00	0.00	12,397.00	02/28/09	0.00	344.36	2,410.52	2,410.52	
000534	Sony Video Tape Recorder - Qty 5													
	000	09/01/08	8,953.40	P	SLMM	03 00	0.00	8,953.40	02/28/09	0.00	248.71	1,740.94	1,740.94	
000535	Cables for Sony VTR's													
	000	09/01/08	7,082.61	P	SLMM	03 00	0.00	7,082.61	02/28/09	0.00	196.74	1,377.17	1,377.17	
	G/L Asset Acct No = 1830-000		109,201.82				0.00	109,201.82		14,190.26	3,033.39	25,720.83	39,911.09	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 5		109,201.82				0.00	109,201.82		14,190.26	3,033.39	25,720.83	39,911.09	
G/L Asset Acct No = 1840-000														
000509	2006 Ford E350 Truck													
	000	10/09/07	27,680.92	P	SLMM	05 00	0.00	27,680.92	02/28/09	4,152.14	461.35	4,152.13	8,304.27	
000542	2008 Ford E-350													
	000	10/09/08	42,081.55	P	SLMM	05 00	0.00	42,081.55	02/28/09	0.00	701.36	4,208.15	4,208.15	
000543	2008 Polaris Trail Boss 330 Quad													
	000	10/11/08	5,475.00	P	SLMM	05 00	0.00	5,475.00	02/28/09	0.00	91.25	547.50	547.50	
	G/L Asset Acct No = 1840-000		75,237.47				0.00	75,237.47		4,152.14	1,253.96	8,907.78	13,059.92	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 3		75,237.47				0.00	75,237.47		4,152.14	1,253.96	8,907.78	13,059.92	
G/L Asset Acct No = 1850-000														
000182	NHL Safety Netting													
	000	09/25/06	1,591.43	P	SLMM	05 00	0.00	1,591.43	02/28/09	557.01	26.52	238.71	795.72	
000183	NHL Safe Net													
	000	09/25/06	17,406.49	P	SLMM	05 00	0.00	17,406.49	02/28/09	6,092.27	290.11	2,610.97	8,703.24	
	G/L Asset Acct No = 1850-000		18,997.92				0.00	18,997.92		6,649.28	316.63	2,849.68	9,498.96	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 2		18,997.92				0.00	18,997.92		6,649.28	316.63	2,849.68	9,498.96	
G/L Asset Acct No = 1860-000														
000184	X-Ray Machine													
	000	09/25/06	1,154.79	P	SLMM	03 00	0.00	1,154.79	02/28/09	673.63	32.07	288.69	962.32	
000522	Travel Trunk (Trainers Supplies)													
	000	07/16/08	2,178.81	P	SLMM	05 00	0.00	2,178.81	02/28/09	0.00	36.32	290.51	290.51	
000526	Glove Dryer													
	000	08/25/08	4,992.73	P	SLMM	07 00	0.00	4,992.73	02/28/09	0.00	59.44	416.06	416.06	

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Squire Sanders
Sep 01, 2009 13:18

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Nicole Campbell
Squire Sanders
Sep 01, 2009 13:18

Coyotes Hockey, LLC

Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1860-000														
000533		Physical Therapy Rehab Machine												
	000	09/17/08	3,467.60	P	SLMM	05 00	0.00	3,467.60	02/28/09	0.00	57.79	346.76	346.76	
	G/L Asset Acct No = 1860-000		11,793.93				0.00	11,793.93		673.63	185.62	1,342.02	2,015.65	
	Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
	Count = 0													
	Net Subtotal		11,793.93				0.00	11,793.93		673.63	185.62	1,342.02	2,015.65	
	Count = 4													
G/L Asset Acct No = 1870-000														
000189		2- Infocus LP600 Digital Projector												
	000	09/25/06	2,951.75	P	SLMM	05 00	0.00	2,951.75	02/28/09	1,033.11	49.20	442.76	1,475.87	
000192		6 - Infocus Lamps												
	000	09/25/06	2,655.42	P	SLMM	03 00	0.00	2,655.42	02/28/09	1,549.00	73.76	663.85	2,212.85	
000195		1 Infocus LP600 Digital Projector												
	000	09/25/06	1,509.43	P	SLMM	05 00	0.00	1,509.43	02/28/09	528.31	25.15	226.41	754.72	
000248		Production Equip. Purchase												
	000	09/25/06	193,782.57	P	SLMM	03 00	0.00	193,782.57	02/28/09	113,039.83	5,382.85	48,445.64	161,485.47	
	G/L Asset Acct No = 1870-000		200,899.17				0.00	200,899.17		116,150.25	5,530.96	49,778.66	165,928.91	
	Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
	Count = 0													
	Net Subtotal		200,899.17				0.00	200,899.17		116,150.25	5,530.96	49,778.66	165,928.91	
	Count = 4													
	Grand Total		3,234,774.01				0.00	3,234,774.01		893,673.06	62,353.74	545,971.14	1,439,644.20	
	Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
	Count = 0													
	Net Grand Total		3,234,774.01				0.00	3,234,774.01		893,673.06	62,353.74	545,971.14	1,439,644.20	
	Count = 405													

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Squire Sanders
Sep 01, 2009 13:18

Schedule 5.17(b)

Real Property

1. Arena Management, Use and Lease Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyote Center Development, LLC.

2. Amended and Restated Agreement in Respect of Parking and Mixed-Use Development Agreement, dated as of July 1, 2008, by and among Coyote Center Development, LLC, Glendale-101 Development, LLC, Arena Development, LLC, Westgate Investments, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

3. Agreement for the Replacement of Temporary Parking, dated as of July 1, 2008, by and among City of Glendale, Coyote Center Development, LLC, Glendale Garage LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

4. Parking Replacement Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Development Group, LLC.

5. Revised and Restated Parking Use License and Easement Agreement, dated as of July 1, 2008, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC and Coyote Center Development, LLC.

6. AMULA Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyotes Hockey, LLC and Coyotes Holdings, LLC for the benefit of Coyote Center Development, LLC and Glendale-101 Development, LLC.

7. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

8. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

9. Declaration of Easements, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

10. Master Declaration of Easements, Covenants, Conditions and Restrictions for Westgate, dated as of January 30, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

11. Common Operation and Reciprocal Easement Agreement for the Entertainment District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

12. Common Operation and Reciprocal Easement Agreement for the Village Retail District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC, to the extent a Seller is a beneficiary thereof.

13. Common Operation and Reciprocal Easement Agreement for the Destination Retail District, dated as of February 15, 2006, by Coyote Center Development, to the extent a Seller is a beneficiary thereof.

Document comparison done by DeltaView on Thursday, October 29, 2009 11:28:41 AM

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Document 2	pcdocs://nycsr07a/1516219/3a
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Moved to	0
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Format changed	4
Total changes	1020

BILL OF SALE

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

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

NOW, **THEREFORE**, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.1 of the Asset Purchase Agreement:

1. This Bill of Sale is provided pursuant to and is governed by the terms of the Asset Purchase Agreement. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. The Seller hereby sells, transfers, assigns, conveys and delivers to the Buyer, and the Buyer hereby purchases, acquires and accepts, all of the Seller's right, title and interest in and to all of the Purchased Team Assets.

3. The Seller further expressly agrees to obtain, execute, acknowledge and deliver such other documents and other instruments, and take such other actions, as may be required to evidence or effectuate the sale, transfer, assignment, conveyance and delivery to the Buyer of the Seller's individual and collective right, title and interest in and to the Purchased Team Assets.

4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the principles of conflicts of laws thereunder.

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

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

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

[Signature page follows.]

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

SELLER:
COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

BUYER:
COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

Document comparison done by DeltaView on Wednesday, October 28, 2009 8:08:20 PM

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Document 2	pcdocs://nycsr07a/1485866/5
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Statistics:	
	Count
Insertions	0
Deletions	0

BILL OF SALE

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

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

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

1. This Bill of Sale is provided pursuant to and is governed by the terms of the Asset Purchase Agreement. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. The Seller hereby sells, transfers, assigns, conveys and delivers to the Buyer, and the Buyer hereby purchases, acquires and accepts, all of the Seller's right, title and interest in and to all of the Purchased Arena Assets.

3. The Seller further expressly agrees to obtain, execute, acknowledge and deliver such other documents and other instruments, and take such other actions, as may be required to evidence or effectuate the sale, transfer, assignment, conveyance and delivery to the Buyer of the Seller's individual and collective right, title and interest in and to the Purchased Arena Assets.

4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the principles of conflicts of laws thereunder.

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

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

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

[Signature page follows.]

2 DeltaView comparison of pcdocs://nycsr07a/1485868/4 and pcdocs://nycsr07a/1485868/5. Performed on 10/28/2009.

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

SELLER:
ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

BUYER:
ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

Document comparison done by DeltaView on Wednesday, October 28, 2009 8:06:40 PM

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	Count
Insertions	0
Deletions	0
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	0

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

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

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

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

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

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

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

[Signature page follows.]

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

SELLER:
COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

BUYER:
COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

3 DeltaView comparison of pcdocs://nycsr07a/1485870/4 and pcdocs://nycsr07a/1485870/5. Performed on 10/28/2009.

Document comparison done by DeltaView on Wednesday, October 28, 2009 7:55:48 PM

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Statistics:	
	Count
Insertions	0
Deletions	0
Moved from	0
Moved to	0
Style change	0
Format changed	0

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

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

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

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

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

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

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

[Signature page follows.]

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

SELLER:
ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

BUYER:
ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

3 DeltaView comparison of pcdocs://nycsr07a/1485871/3 and pcdocs://nycsr07a/1485871/4. Performed on 10/28/2009.

Document comparison done by DeltaView on Wednesday, October 28, 2009 7:53:45 PM

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Statistics:	
	Count
Insertions	0
Deletions	0
Moved from	0
Moved to	0
Style change	0
Format changed	0

ASSIGNMENT OF INTELLECTUAL PROPERTY

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

RECITALS

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

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

AGREEMENT

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

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

2. Further Assurances.

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

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

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

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

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

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

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

[Signature page follows.]

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

ASSIGNOR:
COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:
COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

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ASSIGNMENT OF INTELLECTUAL PROPERTY

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

RECITALS

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

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

AGREEMENT

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

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

2. Further Assurances.

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

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

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

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

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

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

[Signature page follows.]

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

ASSIGNOR:
ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:
ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

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UNITED STATES BANKRUPTCY COURT

FOR THE 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-RTBP (Jointly Administered) Chapter 11 ~~**Order Under 11 U.S.C. §§ 105(a), 363 and 365 and Fed. R. Bankr. P. 2002, 3001, 6004 and 6006 Authorizing and Approving (A) the Sale of Assets Free and Clear of Liens and Other Interests and (B) Assumption and Assignment of Executory Contracts to Team Buyer and Arena Buyer**~~**Stipulated Order Approving Amended and Clarified Bid**
This filing applies to: ▪ All Debtors □ Specified Debtors	

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

(A) Authorizing Conduct of an Auction of Coyotes Hockey, LLC's Assets; (B) Establishing Procedures to be Employed in Connection with Sale Including Approval of Termination Fee; and (C) Approving Form and Manner of Notice of Conditional Cure Notice and Solicitation Notice (Docket No. 19) (the "Bid Procedures Motion"). The Bid Procedures Motion and matters related thereto came before this Court at hearings held on May 7, May 19, May 27, June 9, June 22, August 3, and August 11, 2009. On August 13, 2009, this Court entered an AMENDED Order Approving Bid Procedures for Auction/Sale of Phoenix Coyotes Hockey League Team and Related Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (Docket No. 638) (the "Bid Procedures Order").

In accordance with the Bid Procedures Order, the NHL, on behalf of Coyotes Newco, LLC and Arena Newco, LLC (collectively, the "Buyers") submitted a Qualified Bid (as defined in the Bid Procedures Order) on the terms set forth in a form of Asset Purchase Agreement attached to the Bid Letter (the "Bid Letter") with respect to the Acquisition of the Phoenix Coyotes National Hockey League Team and Related Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, dated as of August 25, 2009.[1] On September 3, 2009, the Buyers submitted a revised bid to the Sellers.

The Court held an auction and sale hearing on September 10 and 11, 2009 (the "Sale Hearing"), at which the Buyers amended their bid again, ~~on terms reflected~~which was filed in definitive form with the Court on September 15, 2009. On September 30, 2009, the Court entered a minute entry/order denying, inter alia, the sale of the Debtors' assets to the NHL or the Buyers without prejudice. On October 13, 2009, the Court entered an order confirming such denial (Docket No. 1042).

On October 26, 2009, the Court held a status conference (the "Status Conference") with respect to sale of the Debtors' assets. At the Status Conference, the NHL (on the Buyers' behalf) amended and clarified its bid in open court, which bid is memorialized in a revised form of Asset Purchase Agreement among Coyotes Hockey, LLC, Arena Management Group, LLC and the

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[1] On August 26, 2009, the Debtors filed a copy of the ~~NHL's~~NHL's initial bid with the Court. (See Notice of Receipt of Bids Under Sale Procedures Order and Filing of Same (Docket No. 809), Ex. 1.)

Buyers, ~~which was filed with the Court on September 15, 2009 and is~~ attached ~~to this Order~~hereto as Exhibit A (the "APA").[2]

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

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:[3]

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

B. **Statutory Predicates**. The statutory predicates for relief are sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 3001, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

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

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[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the APA.

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

Hearing, the Status Conference or the Transaction (including the assumption and assignment of Assumed Contracts) is or shall be required.

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

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

F. **Business Justification**. The Debtors, the NHL, the secured creditors, the ~~Creditors'~~Creditors' Committee and the City of Glendale have demonstrated both (i) good, sufficient and sound business purposes and justifications and (ii) compelling circumstances for the Transaction other than in the ordinary course of business under section 363(b) of the Bankruptcy Code before, and outside of, a plan of reorganization in that, among other things, the immediate consummation of the Transaction with the Buyers is necessary and appropriate to maximize the value of the ~~Debtors' estates~~Estates. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to the Buyers' consummating the Transaction.

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

H. **Good Faith Purchaser**. The Buyers are good faith purchasers of the Assets within the meaning of section 363(m) of the Bankruptcy Code and are therefore entitled to all of the protections afforded thereby. The Buyers have proceeded in good faith in all respects in connection with this proceeding in that: (a) the NHL made good faith efforts to assist the Debtors in finding an alternative purchaser before submitting a Qualified Bid on behalf of the Buyers; (b) the NHL and the Buyers complied with the provisions in the Bid Procedures Order; (c) the Buyers agreed to subject their bid to the competitive bidding procedures set forth in the Bid

Procedures Order; and (d) all payments to be made by the Buyers and other agreements or arrangements entered into by the Buyers in connection with the Transaction have been disclosed to the Court.

I. **Highest and Best Offer**. The auction was duly noticed and the Court conducted the auction in a non-collusive manner in accordance with, and the Debtors and Buyers have otherwise complied in all respects with, the Bid Procedures Order. The auction established in the Bid Procedures Order afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Assets under the circumstances of these Cases which include the facts that the Debtors have limited financing, ~~their~~ the 2009-2010 ~~playing~~hockey season is ~~fast approaching~~already underway, and a prompt sale is advisable to avoid further erosion of the value of the Debtors' assets. ~~In contrast to another competing bid, the~~ The Buyers' bid has no material conditions, is not subject to significant execution risk, will be able to close shortly after the Court's approval of the sale, and has also been approved by the NHL. The Buyers intend to close the Transaction by November 2, 2009. If for any reason the parties are unable to close the Transaction by November 2, 2009, the parties will use their commercially reasonable efforts to close the Transaction before the next anticipated date that further postpetition funding is needed from the NHL.

J. As described in more detail in the executive summary of the NHL's bid, attached hereto as Exhibit B, the Buyers' bid equals approximately $128.4 million. As a part of the Buyers' bid, assuming the Transaction closes prior to the next date following November 2, 2009, that further funding from the NHL is required by the Debtors, the Buyers will assume all prepetition and postpetition loans by the NHL (in an amount currently estimated to be approximately $36,331,000), of which $2 million is a carve-out available for administrative fees and expenses. The Buyers will also assume the obligation to pay and will pay in cash (unless otherwise agreed to by SOF Investments, L.P. ("SOF"), White Tip Investments, LLC ("White Tip") and Donatello Investments, LLC ("Donatello")) approximately $79.7 million in respect of allowed secured claims on account of prepetition loans provided by SOF, White Tip and Donatello plus accrued and unpaid interest, fees and expenses accruing from and after the Petition Date through and including

the Closing Date. The remaining $11.3 million (approximately) will be provided to the Estates in cash.

K. Furthermore, the Buyers' bid is in the best interest of the ~~Debtors' estates~~Estates because it provides payment in full for all secured creditors ~~and payment in full for substantially all non-insider unsecured creditors through the purchase by~~. In addition, the Buyers ~~of~~ have agreed that they will offer to purchase approximately $11.6 million in designated unsecured liabilities~~.~~ ~~The Buyers will also provide $2 million in cash, $2 million in additional DIP funds for administrative purposes, and an additional amount of cash~~ as set forth in Schedules 2.6(v) and 2.8(v) to the APA (~~currently estimated to be approximately $13.6 million) to enable~~the "Unsecured Liabilities") at the ~~Debtors~~ prices set forth in such schedules and to ~~deal with administrative~~subordinate their recovery on such claims ~~and unassumed liabilities that remain after the sale.~~ as described below. The Buyers' purchase of the Unsecured Liabilities is conditioned upon the Closing under the APA and shall continue through the date that is 60 days following the Closing Date.

L. The Buyers' purchase of the Unsecured Liabilities does not extinguish the claims underlying the Unsecured Liabilities. The Buyers agree to voluntarily subordinate the right to receive payments from the Estates on account of underlying claims to all Allowable Unsecured Claims, other than claims of any nature whatsoever of Jerry C. Moyes, Vickie Moyes, The Jerry and Vickie Moyes Family Trust or any of their respective Affiliates.

M. The NHL agrees, at the request of the Creditors' Committee, to amend the Moyes Guaranty to reduce the maximum cap amount under the guaranty from $30 million to $15 million. Such amendment to the Moyes Guaranty is conditioned upon the Closing under the APA. The NHL, on the one hand, and Jerry C. Moyes, Vickie Moyes, and The Jerry and Vickie Moyes Family Trust, on the other hand, expressly reserve their respective rights to assert any claims, actions, causes of action and defenses they may have with respect to the Moyes Guaranty, as so amended.

~~I.~~N. The Buyers' bid contemplates that the Buyers will pay for the ongoing costs under the AMULA with the City of Glendale, as well as related Glendale Contracts, at least through June

30, 2010 and will use commercially reasonable efforts to enter into an amended long-term AMULA. Finally, the ~~Buyers' bid is the "highest and best" bid as the~~ APA provides that, to the extent the Buyers are able to consummate a Team Sale prior to the second anniversary of the Closing Date, the Buyers will pay to the Estates an amount equal to the Net Profit received in connection with such Team Sale ~~to the Debtors~~.

~~J.~~O. **Consideration**. The consideration constitutes reasonably equivalent value or fair consideration, as the case may be (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code), and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. The APA represents a fair and reasonable offer to purchase the Assets and assume or acquire liabilities under the circumstances of these Cases. No other person or entity or group of entities, other than the Buyers, has made an offer to purchase the Assets that would render greater recovery to the ~~Debtors' estates~~Estates within a reasonable period of time that ~~is~~ was not subject to substantial uncertainty as to their ability to consummate such a transaction. Approval of the APA and the consummation of the Transaction is in the best interests of the Debtors, their creditors, ~~their estates~~the Estates and all other parties in interest.

~~K.~~P. **Free and Clear**. The Debtors are the sole and lawful owner of the Assets. The transfer of the Assets to the Buyers under the APA will be a legal, valid, and effective transfer of the Assets, and vests or will vest the Buyers with all right, title and interest of the Debtors to the Assets free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature whatsoever (collectively, the "Interests"), including, but not limited to, (i) those that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtors' interests in the Assets, or any similar rights and (ii) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing Date. For avoidance of doubt, all Interests shall attach to the proceeds ultimately attributable to the property against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity, force and effect, and in the same order of priority, which

such Interests now have against the Assets or their proceeds, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

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

~~M.~~R. **No Fraudulent Transfer**. The Transaction is not for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. Neither the Debtors nor the Buyers would be entering into the Transaction fraudulently.

~~N.~~S. **Cure/Adequate Assurance**. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Order is integral to the APA and is in the best interests of the Debtors and ~~their estates~~the Estates, creditors and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. To the extent not purchased or satisfied by the Buyers pursuant to paragraph 14 below, the Debtors have, (i) to the extent necessary, cured or provided adequate assurance of cure, of any default existing prior to the date hereof with respect to the Assumed Contracts, within the meaning of sections 365(b)(1)(A)

and 365(f)(2)(A) of the Bankruptcy Code, and (ii) to the extent necessary, provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assumed Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code. The Buyers' promise to perform the obligations under the Assumed Contracts after the Closing Date ~~shall constitute~~constitutes adequate assurance of future performance within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

~~O.~~T. **Prompt Consummation**. The Transaction must be approved and consummated promptly in order to preserve the viability of the business subject to the sale as going concerns, to maximize the value of the ~~Debtors' estates.~~Estates. Time is of the essence is consummating the Transaction.

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

NOW, THEREFORE, IT IS ORDERED THAT:

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

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

3. **Approval**. The APA and all of the terms thereof and conditions thereto are hereby approved. The Debtors are hereby authorized and directed to (a) execute the APA, along with any additional agreements, instruments or documents that may be reasonably necessary or appropriate to implement the APA (including, without limitation, the Transition Services Agreement and the Partial Lease Assignment Agreement), provided that such additional documents do not materially change its terms; (b) consummate the Transaction in accordance with the terms and conditions of

the APA and the instruments to the APA contemplated thereby; and (c) take all other and further actions as may be reasonably necessary to implement the Transaction.

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

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

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

7. **Injunction**. Except as expressly permitted by the APA or by this Order, all persons and entities, including, but not limited to, the Debtors, employees, former employees, all debt security holders, administrative agencies, governmental tax and regulatory authorities, secretaries of state, federal, state and local officials, lenders, contract parties, bidders, lessors, warehousemen, customs brokers, freight forwarders, carriers and other parties in possession of any of the Assets at any time, trade creditors and all other creditors, holding Interests of any kind or nature whatsoever against or in the Debtors or in the Debtors' interests in the Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or noncontingent, known or unknown, liquidated or unliquidated, senior or subordinated), arising under or out of, in connection with, or in

any way relating to, the Debtors, the Assets, the operation of the Debtors' business before the Closing Date or with respect to any Interests arising out of or related to the Transaction, shall be and hereby are forever barred, estopped and permanently enjoined from commencing, prosecuting or continuing in any manner any action or other proceeding of any kind against the Buyers, their property, their successors and assigns, alleged or otherwise, their affiliates, the NHL Member Clubs, or such Assets. Following the Closing Date, no holder of an Interest in the Debtors shall interfere with the Buyers' title to or use and enjoyment of the Assets based on or related to such Interest, or any actions that the Debtors may take in their Cases.

8. **Release of Interests**. Subject to paragraphs 4 and 36 of this Order, this Order (a) shall be effective as a determination, on the Closing Date, that all Interests of any kind or nature whatsoever existing as to the Debtors or the Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registers of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or interests, or who may be required to report or insure any title or state of title in or to any of the Assets.

9. **Direction to Release Interests**. On the Closing Date and subject to the Interests attaching to the proceeds of the Sale as provided for in paragraphs 4 and 36 of this Order, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Interests in the Assets, if any, as such Interests may have been recorded or may otherwise exist.

10. **No Successor Liability**. Neither the Buyers nor their affiliates, successors or assigns shall, as a result of the consummation of the Transaction, (a) be a successor to the Debtors or ~~their estates~~the Estates, (b) have, de facto or otherwise, merged or consolidated with or into the Debtors or ~~their estates~~the Estates; or (c) be a continuation or substantial continuation of the

Debtors or any enterprise of the Debtors. Except for the Assumed Liabilities, the transfer of the Assets to the Buyers under the APA shall not result in (i) the Buyers, their affiliates, members or shareholders, or the Assets, having any liability or responsibility for any claim against the Debtors or against an insider of the Debtors, (ii) the Buyers, their affiliates, members, or shareholders, or the Assets, having any liability whatsoever with respect to or be required to satisfy in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, any Interests or Excluded Liability, or (iii) the Buyers, their affiliates, members, or shareholders or the Assets, having any liability or responsibility to the Debtors except as is expressly set forth in the APA.

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

12. **Assumption and Assignment of Assumed Contracts**. Under sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Transaction, the Debtors' assumption and assignment of the Assumed Contracts to the Buyers free and clear of all Interests pursuant to the terms set forth in the APA, as modified by the terms of any amendments reached with the respective counterparty, is hereby approved, and the requirements of sections 365(b)(1), 365(b)(3) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Each counterparty to an Assumed Contract is hereby forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors or the Buyers, or the property of any of them, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or

non-contingent, senior or subordinate) arising under or related to the Assumed Contracts existing as of the Closing Date or arising by reason of the Closing.

13. ~~**Purchase of Allowable Unsecured Claims**. The Buyers shall use their commercially reasonable efforts,~~ **Payment of SOF, Donatello, and White Tip Claims**. As of the Petition Date, (i) SOF shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $72,117,126.05, (ii) Donatello shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $3,749,242.91 and (iii) White Tip shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $3,749,242.91 (the amounts described in (i), (ii) and (iii), the "SOF Allowed Petition Date Secured Claims," in the aggregate amount of $79,615,611.86). On the Closing Date, the Buyers shall assume the obligation to pay and shall pay directly to each of SOF, Donatello and White Tip cash in an amount equal to their respective SOF Allowed Petition Date Secured Claims (except as may otherwise be agreed among such parties) plus accrued and unpaid interest, fees and expenses, accruing from and after the Petition Date through and including the Closing Date.

14. **Purchase of Unsecured Liabilities**. Subject to the Closing of the APA, from the Closing Date through the date that is ~~30~~60 days following the Closing Date, the Buyers shall offer, and shall use their commercially reasonable efforts, to acquire the ~~Allowable~~ Unsecured ~~Claims~~Liabilities, in each case for the respective amounts set forth on Schedules 2.6(v) and 2.8(v) to the APA; provided, that with respect to any ~~Allowable~~ Unsecured ~~Claim~~Liability set forth on Schedules 2.6(v) and 2.8(v) to the APA that is marked with an asterisk, if the Buyers, the holder and the Creditors' Committee agree on a different amount, the Buyers shall purchase the claim at such agreed amount. ~~Any Purchased Claims shall be extinguished by~~Within five (5) Business Days after May 1, 2010, the Buyers ~~and shall not be asserted by the Buyers against the Sellers'~~will pay to the Sellers' estates~~. To the extent that any Allowable Unsecured Claims are not purchased by the Buyers within the 30 days following the Closing Date, the~~ cash in an amount ~~of cash~~ equal to the difference, if any, resulting from $11,617,879 minus the aggregate amount actually paid by the Buyers ~~to the Debtors' estates will be increased by the respective amount shown on Schedules~~

~~2.6(v) and 2.8(v) to the APA and the Buyers will have no further obligation with respect~~for Purchased Claims pursuant to ~~such claims.~~ Section 8.4 of the APA.

~~13.~~15. The ~~Buyers'~~Buyers' purchase of the ~~Allowable~~ Unsecured ~~Claims~~Liabilities as provided for under the APA will be evidenced as provided in Bankruptcy Rule 3001(e) by the execution and filing of the Notice of Transfer of Claim, substantially in form attached ~~hereto as Exhibit B~~ to the APA. Any such transfer conforming to the APA is hereby approved under Bankruptcy Rule 3001(e) without necessity for further notice or order of the Court. The Buyers' right to receive payments from the Estates on account of Purchased Claims shall be subordinated to all other Allowable Unsecured Claims, other than claims of any nature whatsoever of Jerry C. Moyes, Vickie Moyes, The Jerry and Vickie Moyes Family Trust or any of their respective Affiliates.

~~14.~~16. **Transition Services Agreement**. The Sellers are hereby authorized and directed to enter into a mutually acceptable Transition Services Agreement with the Buyers, substantially in the form attached ~~hereto as Exhibit C~~to the APA, pursuant to which (i) the Sellers will provide to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena; and (ii) the Buyers will pay to the Sellers, as and when due under the Glendale Contracts, all fees, costs, rents and other amounts payable by the Sellers under the Glendale Contracts for the provision of goods and services thereunder. Notwithstanding the provisions of a Glendale Contract to the contrary, the execution, delivery and performance of the Transition Services Agreement shall not give rise to any default or right to terminate any such Glendale Contract, and the Buyers shall be entitled to enforce any such Glendale Contract in the name of the Sellers, consistent with the provisions of the Transition Services Agreement.

~~15.~~17. **Glendale Contracts**. The Sellers shall not reject the Glendale Contracts prior to the earliest of (i) June 30, 2010, ~~(ii) the date of consummation of a Glendale Team Sale~~ and (ii~~i~~) the date of a Final Order confirming a plan of reorganization of the Sellers under the Bankruptcy Code (in which case the Sellers shall take all actions required to ensure that such rejection does not become effective until June 30, 2010).

~~16.~~18. **No Fees**. There shall be no rent accelerations, assignment fees, increases (including advertising rates) or any other fees charged to the Buyers or the Debtors as a result of the assumption and assignment of the Assumed Contracts.

~~17.~~19. **Anti-Assignment Provisions Unenforceable**. Except as provided for in section 6.5 of the APA, any provisions in any of Assumed Contract that prohibits or conditions the assignment of such Assumed Contract or allow the party to such Assumed Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect.

~~18.~~20. **Adequate Assurance**. The Buyers have provided adequate assurance of ~~its~~their future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyers of the Assumed Contracts have been satisfied.

~~19.~~21. **The Buyers and Assumed Contracts**. Upon the Closing of the Transaction, in accordance with sections 363 and 365 of the Bankruptcy Code the Buyers shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assumed Contracts.

~~20.~~22. **Licenses and Permits**. To the extent any license or permit necessary for the operation of the business is determined not to be an executory contract assumable and assignable under section 365 of the Bankruptcy Code, the Buyers shall apply for and obtain any necessary license or permit promptly after the Closing Date and such licenses or permits of the Debtors shall remain in place for the Buyers' benefit until new licenses and permits are obtained.

~~21.~~23. **Cure**. Pursuant to the APA, except with respect to Cure Costs reflected in or included as Unsecured Liabilities on Schedules 2.6(v) and 2.8(v) of the APA which are purchased by the Buyers in accordance with Section 8.4 of the APA and which shall be the obligation of the Buyers pursuant to the terms of this Order, the Debtors at the request of the Buyers shall, on or prior to the Closing Date or such later date as may be set forth herein, in any other Final Order of

this Court with respect to Added Contracts or in a written agreement between a Buyer and the Person entitled thereto, pay to such Person the Cure Cost identified on Schedule 2.9 of the APA, or as otherwise provided for in paragraph 24 herein, necessary to cure any and all monetary defaults and breaches under and satisfy (or, with respect to any Assumed Liability that cannot be rendered non-contingent and liquidated prior to the Closing Date, make effective provision reasonably satisfactory to the Bankruptcy Court for satisfaction from funds of the Buyers) any Assumed Liability with respect to each Assumed Contract with such Person as may be assumed by the Sellers and assigned to the Buyers in accordance with the provisions of section 365 of the Bankruptcy Code and the APA. The Sellers and the Buyers acknowledge and agree that each Unsecured Liability set forth on Schedules 2.6(v) and 2.8(v) to the APA which is marked by a hash symbol (#) does not reflect or include any Cure Costs. In cases in which the Sellers and the Buyers are unable to establish in good faith that a default exists with respect to an Assumed Contract, the Sellers shall require that the Bankruptcy Court determine that the relevant Cure Cost for such Assumed Contract is $0. The payment of the applicable Cure Costs (if any) shall (a) effect a cure of all defaults existing thereunder as of the Closing Date, (b) compensate for any actual pecuniary loss to such non-Debtor party resulting from such default, and (c) together with the assumption of the Assumed Contracts by the Debtor, constitute adequate assurance of future performance thereof. The non-Debtor party or parties to each Assumed Contract ~~which is to be assigned on the Closing Date~~, upon receipt of their Cure Costs, if any, are enjoined and forever barred from asserting against the Buyers, any of their affiliates or any of the Assets: (i) any fee, default, breach, claim or pecuniary loss arising under or related to the Assumed Contract existing as of the Closing Date or arising by reason of the Closing, and (ii) any objection to the assumption and assignment of such non-Debtor party's Assumed Contracts.

~~22.~~24. **Disputed Cure Costs**. On or before the Closing Date, the Debtors shall reserve in a segregated account sufficient funds to pay in full any disputed Cure Cost that is asserted by a non-Debtor party to an Assumed Contract in an objection to be filed no later than [~~—~~30] days after the entry of this Order (the "Disputed Cure Costs"). The funds reserved for any given Disputed Cure Cost may be paid (a) without further order of the Court upon the filing of a written stipulation

between the applicable Buyer, the non-Debtor party and the Creditors' Committee resolving the Disputed Cure Cost of said non-Debtor party or (b) pursuant to an order of this Court. If the Debtors and the Buyers are unable to resolve any Disputed Cure Costs by ~~[_____]~~December 31, 2009, a status conference will be held at [___] (MST), or as soon thereafter as possible, regarding such unresolved Disputed Cure Costs. Resolution, or lack thereof, of a Disputed Cure Cost shall not prevent the Transaction from Closing.

~~23.~~25. **The Arena Management, Use and Lease Agreement**. The Sellers are hereby authorized and directed to enter into a Partial Lease Assignment Agreement with the Buyers, substantially in the form attached ~~hereto as Exhibit D~~to the APA, pursuant to which, (i) the Sellers will assign to the Buyers, pursuant to Section 17.2 of the AMULA, all of the Sellers' rights under the AMULA; (ii) the Buyers will pay either to the Sellers or to the City on behalf of the Sellers, on or before the dates such payments are due under the terms of the AMULA, all rent and other amounts payable by the Sellers under the AMULA; and (iii) the Buyers will comply with such other obligations of the Sellers under the AMULA as provided in the Partial Lease Assignment Agreement. The Partial Lease Assignment Agreement shall terminate the earlier of June 30, 2010 and the date of a Glendale Team Sale. Notwithstanding any of the provisions of the AMULA to the contrary, the execution, delivery and performance of the Partial Lease Assignment Agreement shall not give rise to any default or right to terminate the AMULA, and the Buyers shall be entitled to enforce the AMULA against any counterparty to the AMULA in the name of the Sellers, consistent with the provisions of the Partial Lease Assignment Agreement. In addition to the amounts payable to the City of Glendale hereunder in connection with prepetition amounts due to the City of Glendale under the AMULA, the City of Glendale has asserted additional claims against the Estates, including amounts arising under that certain Team Guaranty, dated January 31, 2002, in the amount of $12,250,000.00, and additional amounts arising prepetition under the AMULA, in the amount of $2,103,685.85. Notwithstanding anything herein or in the APA to the contrary, the City of Glendale does not waive any of the asserted claims set forth in the immediately preceding sentence (the "Non-Waived Claims"), and nothing herein is intended to

impair or compromise the Non-Waived Claims in any respect or the ability of any party to object to the same.

~~24.~~26. The Sellers shall ~~not~~not seek to reject the AMULA prior to June 30, 2010 ~~(~~and the City of Glendale has agreed that pursuant to ~~which~~the Partial Lease Assignment Agreement the Buyers may continue to use the Arena through such date; provided, however, that the City of Glendale has ~~consented)~~otherwise reserved all of its rights with respect to any action to reject the AMULA.

~~25.~~27. **Control of the Team**. Effective immediately upon entry of this Order, the NHL Commissioner, or any of the NHL Commissioner's designees, has the sole right to operate and control the operations of the Team.

~~26.~~28. **Preferred Glendale Team Sale**. The Buyers are authorized to accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale) in their sole discretion, notwithstanding any higher or better offer or indication of interest that would result in the relocation of the Team. No party other than the City of Glendale shall have standing to object or otherwise challenge the Buyers' decision to accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale).

~~27.~~29. **Binding Effect of Order**. This Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments or who may be required to report or insure any title or state of title in or to any of the Assets.

~~28.~~30. **Binding on Successors**. The terms and provisions of the APA and this Order shall be binding in all respects upon the Debtors, ~~their estates~~the Estates, all creditors of (whether known or unknown) and holders of equity interests in, any Debtor, Buyer and their respective affiliates, successors and assigns, and any affected third parties, including, but not limited to, all persons asserting Interests in the Assets and all non-Debtor counterparties to the Assumed Contracts,

notwithstanding any subsequent appointment of any trustee of the Debtors under any chapter of the Bankruptcy Code, as to which trustee(s) such terms and provisions likewise shall be binding. This Order and the APA shall inure to the benefit of the Debtors, ~~their estates~~the Estates, their creditors, the Buyers and their respective successors and assigns.

~~29.~~31. **Section 363(n) of the Bankruptcy Code**. The consideration provided by the Buyers for the Assets under the APA is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

~~30.~~32. **Good Faith**. The Transaction is undertaken by the Buyers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the Transaction (including the assumption and assignment of the Assumed Contracts) with the Buyers, unless such authorization is duly stayed pending such appeal. The Buyers are good faith purchasers of the Assets and are entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

~~31.~~33. **Fair Consideration**. The consideration provided by the Buyers to the Debtors pursuant to the APA for their purchase of the Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and under the laws of the United States, any state, territory, possession or the District of Columbia.

~~32.~~34. **Retention of Jurisdiction**. The Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Assets to the Buyers; (b) compel delivery of the consideration provided for under the APA or performance of other obligations owed to the Debtors; (c) interpret, implement and enforce the provisions of this Order and the APA; (d) adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transaction; (e) protect the Buyers or the Assets from or against any Interests asserted in the Assets

or by or through the Debtors; and (f) review whether the ~~estates~~Estates have received that to which they are entitled under the APA when resale of the Team occurs and the Net Profit computation is made, including, but not limited to, the determination of any relocation fee.

~~33.~~35. **Surrender of Possession**. All entities that are presently, or on the Closing Date may be, in possession of or have control over all of the Assets in which the Debtors hold an interest hereby are directed to surrender possession of or control over the Assets either to (i) the Debtors before the Closing Date, or (ii) the Buyers on the Closing Date.

~~34.~~36. **Fees and Expenses**. Any amounts payable by the Debtors under the APA or any of the documents delivered by the Debtors in connection with the APA shall be paid in the manner provided in the APA without further order of this Court, shall be an allowed administrative claim in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, and shall not be discharged, modified or otherwise affected by any reorganization plan for the Debtors, except by agreement with the Buyers, their successors or assigns.

~~35.~~37. **Non-Material Modifications**. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto, in a writing signed by such parties, and in accordance with the terms thereof, without further order of the Court, provided that any modification, amendment or supplement does not have a material adverse effect on the ~~Debtors' estates~~Estates.

~~36.~~38. **Subsequent Plan Provisions**. Nothing contained in any chapter 11 plan confirmed in the Debtors' cases or any order confirming any such plan or any other order in these Cases (including any order entered after any conversion of these cases into cases under chapter 7 of the Bankruptcy Code) shall alter, conflict with or derogate from, the provisions of the APA or this Order.

~~37.~~39. **Failure to Specify Provisions**. The failure specifically to include any particular provisions of the APA in this Order shall not diminish or impair the effectiveness of such provisions, it being the intent of the Court that the APA be authorized and approved in its entirety; provided, however, that this Order shall govern if there is any inconsistency between the APA

(including all ancillary documents executed in connection therewith) and this Order. Likewise, all the provisions of this Order are nonseverable and mutually dependent.

~~38.~~40. **No Stay of Order**. Notwithstanding the provisions of Bankruptcy Rules 6004(h) and 6006(d), this Order shall not be stayed for ten days after the entry hereof, but shall be effective and enforceable immediately upon issuance hereof. Time is of the essence in closing the transactions referenced herein, and the Debtors and the Buyers intend to close the Transaction as soon as practicable. Any party objecting to this Order must exercise due diligence in filing an appeal and pursuing a stay, or risk its appeal being foreclosed as moot.

~~39.~~41. **Preservation of Certain Records**. The Debtors will retain or have reasonable access to their books and records to administer their bankruptcy cases.

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

ENTERED AND DATED ABOVE

Stipulated and Agreed:

SQUIRE, SANDERS & DEMPSEY L.L.P., counsel for the **Debtors**

By: _____
Jordan A. Kroop, Esq.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, co-counsel for the **National Hockey League**

By: _____
J. Gregory Milmoe, Esq.

ALLEN SALA & BAYNE, PLC, counsel for the **Official Committee of Unsecured Creditors**

By: _____
Paul Sala, Esq.

SNELL & WILMER, co-counsel for **SOF Investments, L.P., White Tip Investments, LLC, and Donatello Investments, LLC**

By: _____
Don Gaffney, Esq.

JENNINGS, STROUSS & SALMON, PLC, counsel for **Jerry Moyes**

By: _____
Carolyn Johnsen, Esq.

FENNEMORE CRAIG, co-counsel for the **City of Glendale, Arizona**

By: _____
Cathy L. Reece, Esq.

~~DRAFT 9/15/09~~**Exhibit E**

PARTIAL LEASE ASSIGNMENT AGREEMENT

This PARTIAL LEASE ASSIGNMENT AGREEMENT (this "Assignment") is made as of ~~September~~November ___, 2009, by and among COYOTES HOCKEY, LLC, a Delaware limited liability company ("Team Assignor") and ARENA MANAGEMENT GROUP, LLC, a Delaware limited liability company ("Manager Assignor" and together with Team Assignor, an "Assignor" and collectively, "Assignors"), as assignors, and COYOTES NEWCO, LLC, a Delaware limited liability company ("Team Assignee") and ARENA NEWCO, LLC, a Delaware limited liability company ("Manager Assignee, and together with Team Assignee, an "Assignee" and collectively, "Assignees"), as assignees.

R E C I T A L S

WHEREAS, Team Assignor is engaged in the operation of a National Hockey League team currently known as the "Phoenix Coyotes" (the "Franchise");

WHEREAS, pursuant to that certain Arena Management, Use and Lease Agreement, dated as of November 29, 2001 (the "AMULA")[1] among Team Assignor, Manager Assignor, Glendale-101 Development, LLC, Coyote Center Development, LLC and the City of Glendale (the "City"), Manager Assignor manages and operates, and Team Assignor uses, the multi-purpose facility in Glendale, Arizona currently known as Jobing.com Arena (the "Arena"), which serves as the home venue for the Franchise and provides a venue for other recreational, cultural, entertainment and sports events;

WHEREAS, Assignors and Assignees have entered into an Asset Purchase Agreement, dated as of ~~September~~November [__], 2009 (the "Asset Purchase Agreement");

[1] ~~Need to confirm the AMULA has not been amended since 11/29/01.~~

WHEREAS, Team Assignor and Manager Assignor desire to assign to Team Assignee and Manager Assignee, respectively, and Team Assignee and Manager Assignee desire to accept, an assignment from Team Assignor and Manager Assignor, of their respective AMULA Rights and Obligations (as hereinafter defined) for the period commencing on the Assignment Commencement Date (as hereinafter defined) through and including the day immediately preceding the Assignment Termination Date (as hereinafter defined);

WHEREAS, on the Assignment Termination Date, this Assignment shall automatically terminate and the AMULA Rights and Obligations shall automatically revert back to Assignors or their successors in interest; and

WHEREAS, the Sale Order entered by the Bankruptcy Court in the Bankruptcy Case authorizes Assignors to enter into this Assignment.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, the parties hereby agree as follows:

1. Definitions. As used in this Assignment the following terms shall have the meanings indicated in this Section 1.

~~"2009-10 Season" means the Team Assignor's 2009-10 NHL hockey season, including the pre-season, regular season and, if applicable, playoffs.~~

"AMULA Rights and Obligations" means, with respect to either Team Assignor or Manager Assignor, all of such party's rights and obligations in effect immediately prior to the execution and delivery of this Assignment by the parties hereto under the AMULA (including, without limitation, the right to receive payments under the AMULA and the obligation to make payments to the City under the AMULA), but expressly excluding the Excluded Rights and Obligations of such party.

"Assignment Commencement Cut-Off Time" means 11:59 p.m. (MST) on the day preceding the Assignment Commencement Date.

"Assignment Commencement Date" means the date hereof.

2 DeltaView comparison of pcdocs://nycsr07a/1497644/12 and pcdocs://nycsr07a/1497644/14. Performed on 10/29/2009.

"Assignment Period" means the period from the Assignment Commencement Date through and including the day immediately preceding the Assignment Termination Date.

"Assignment Termination Cut-Off Time" means 11:59 p.m. (MST) on the day preceding the Assignment Termination Date.

"Assignment Termination Date" means, subject to Section 7 hereof, June 30, 2010.

"Bankruptcy Case" means Case Nos. 2:09-bk-09491-RTB and 2:09-bk-09495-RTB, which cases are being jointly administered with the Chapter 11 bankruptcy proceedings of Dewey Ranch Hockey, LLC (Case No. 2:09-bk-09488-RTBP) and Coyotes Holdings, LLC (Case No. 2:09-bk-09500-RTB) under Case No. 2:09-bk-09488-RTBP).

"Bankruptcy Court" means United States Bankruptcy Court for the District of Arizona.

"Business Days" means any day except Saturday, Sunday or any other day on which banks in the State of Arizona are permitted to be closed.

"Excluded Rights and Obligations" means, with respect to either or both of Team Assignor and Manager Assignor, as applicable, all of such party's obligations under (i) Article 10 of the AMULA, (ii) Sections 14.4.1, 14.4.2, 14.5.1, 14.5.2, 14.6.1, 14.6.3 and 14.9 of the AMULA with respect to any defaults arising under Sections 14.1.1(c) or 14.1.2(c) of the AMULA and (iii) Sections 15.1 and 15.2 of the AMULA with respect to any indemnification claims thereunder in connection with the acts or omissions of Assignors prior to the Assignment Commencement Date.

"NHL" means the National Hockey League, a joint venture organized as an unincorporated association not for profit, and any successor thereto.

"Proration Items" means items of income and expense with respect to the AMULA Rights and Obligations allocable to (i) Team Assignor and/or Manager Assignor under Section 5(a) hereof or (ii) Team Assignee and/or Manager Assignee under Section 5(b) hereof.

"Sale Order" means the order of the Bankruptcy Court approving, among other things, the Asset Purchase Agreement.

3 DeltaView comparison of pcdocs://nycsr07a/1497644/12 and pcdocs://nycsr07a/1497644/14. Performed on 10/29/2009.

"Team Guaranty" means that certain Team Guaranty, dated as of January 31, 2002, by Team Assignor to and in favor of the City.

2. Assignment Commencement.

(a) Effective as of the Assignment Commencement Date, Team Assignor hereby assigns, transfers, sets over and conveys to Team Assignee, and its successors and assigns, the AMULA Rights and Obligations of Team Assignor arising during the Assignment Period.

(b) Effective as of the Assignment Commencement Date, Manager Assignor hereby assigns, transfers, sets over and conveys to Manager Assignee, and its successors and assigns, the AMULA Rights and Obligations of Manager Assignor arising during the Assignment Period.

3. Assignees' Assumption.

(a) Effective as of the Assignment Commencement Date, Team Assignee hereby fully and completely assumes the AMULA Rights and Obligations of Team Assignor that accrue solely with respect to the Assignment Period.

(b) Effective as of the Assignment Commencement Date, Manager Assignee hereby fully and completely assumes the AMULA Rights and Obligations of Manager Assignor that accrue solely with respect to the Assignment Period.

4. Assignment Termination. On the Assignment Termination Date, (i) the assignment of the AMULA Rights and Obligations pursuant to Section 3 hereof shall automatically and without any further action on the part of any party terminate and be of no further force and effect, (ii) Team Assignor and Manager Assignor shall, as of and after such time, be fully and completely liable and responsible for the AMULA Rights and Obligations and (iii) Team Assignee and Manager Assignee shall, as of and after such time, have no further responsibility or obligation whatsoever for the AMULA Rights and Obligations of Team Assignor and Manager Assignor; except in the case of clauses (ii) and (iii) above for any proration payments pursuant to Section 5 hereof. This Section 4 shall survive the Assignment Termination Date.

5. Prorations.

(a) Assignors and Assignees shall prorate the Proration Items as of the Assignment Commencement Cut-Off Time, so that the Assignment Commencement Date is a day of income and expense for Assignees. Assignees shall

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receive a credit for any Proration Items of (i) income which are prepaid for any period of time after the Assignment Commencement Cut-Off Time, and (ii) expense to the extent the same relate to any period prior to the Assignment Commencement Cut-Off Time, but are unpaid as of the Assignment Commencement Cut-Off Time. Assignors shall receive a credit for any Proration Items of (A) income which are accrued but not received by Assignors as of the Assignment Commencement Cut-Off Time and (B) expense to the extent the same relate to any period of time after the Assignment Commencement Cut-Off Time and have been paid prior to the Assignment Commencement Date.

(b) Notwithstanding anything to the contrary in Section 5(a) hereof, Assignees shall have the right with respect to any item of income set forth in Section 5(a)(A) (such item of income, a "Receivable"), to elect that Assignors retain the right to collect such Receivable, in which case Assignors shall not receive a credit therefor under Section 5(a) hereof. If a Receivable is paid to Assignees after the Assignment Commencement Cut-Off Time, Assignees shall pay over such Receivable to Assignors promptly upon receipt thereof.

(c) Assignors and Assignees shall prorate the Proration Items as of the Assignment Termination Cut-Off Time so that the Assignment Termination Date is a day of income and expense for Assignors. Assignors shall receive a credit for any Proration Items of (i) income which are prepaid for any period of time after the Assignment Termination Cut-Off Time, and (ii) expense to the extent the same relate to any period prior to the Assignment Termination Cut-Off Time, but are unpaid as of the Assignment Termination Cut-Off Time. Assignees shall receive a credit for any Proration Items of (A) income which are accrued but not received by Assignees as of the Assignment Termination Cut-Off Time and (B) expense to the extent the same relate to any period of time after the Assignment Termination Cut-Off Time and have been paid prior to the Assignment Termination Date.

(d) Assignors and Assignees shall cooperate in good faith to comply with this Section 5 and shall reconcile the Proration Items so that any party owing any amount to another party pursuant to this Section 5 (taking into account Section 5(b) hereof) shall pay such amount to such other party within ten (10) days after the Assignment Commencement Date or Assignment Termination Date, as applicable; provided, however, that at any time prior to the three (3) month anniversary of the Assignment Termination Date the Assignors and Assignees shall reconcile and make such additional payments as may be required as a result of, any Proration Items that Assignors and Assignees failed to prorate or improperly prorated

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on the Assignment Commencement Cut-Off Time or the Assignment Termination Cut-Off Time, as applicable.

(e) This Section 5 shall survive the Assignment Termination Date.

6. Responsibilities. Assignees shall not be responsible for any matters arising under and/or in connection with the AMULA Rights and Obligations prior to the Assignment Commencement Date. Assignors shall not be responsible for any matters arising in connection with the AMULA Rights and Obligations during the Assignment Period, except to the extent such matters are attributable to the gross negligence or willful misconduct of an Assignor. Assignees shall not be responsible for any matters arising in connection with the AMULA Rights and Obligations from and after the Assignment Termination Date.

7. Termination Rights. Notwithstanding anything to the contrary contained herein, if at any time prior to the Assignment Termination Date, (i) a Glendale Team Sale is consummated or (ii) Assignees elect to assume the AMULA pursuant to Section 2.9(b) of the Asset Purchase Agreement, then, in either event, as of the date (but not prior to the effectiveness) of such consummation of a Glendale Team Sale or the assumption and assignment of the AMULA to the Assignees, this Assignment shall terminate automatically and without further action on the part of Assignors or Assignees and the Assignment Termination Date shall be deemed to occur. Notwithstanding anything in Section 5 hereof to the contrary, in the event that the Assignment Termination Date occurs as set forth in this Section 7, Assignors and Assignees hereby agree that neither Assignors nor Assignees shall have the right or the obligation to prorate any Proration Items as of the Assignment Termination Cut-Off Time.

8. Assignment.

(a) At any time prior to the Assignment Termination Date, each Assignee shall have the right to assign this Assignment and/or the rights and obligations of such Assignee hereunder to any party without the consent of Assignors, provided that such assignment is approved by the NHL.

(b) Neither Assignor shall be permitted to assign or transfer its rights and obligations under this Assignment to any other entity at any time without the prior written consent of Assignees, which consent may be granted or withheld in Assignees' sole discretion.

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9. Representatives. During the Assignment Period, the "Team Representative" (as defined in the AMULA) shall be [_____] and the Arena "Manager Representative" (as defined in the AMULA) shall be [_____]. Assignors shall forward to Assignees, as soon as practicable and in any event within two (2) Business Days after either Assignor's receipt thereof, all written correspondence and any other documents relating to the AMULA that are received by such Assignor during the Assignment Period from (i) counterparties to the AMULA and (ii) any other person or entity (including, without limitation, any governmental or quasi-governmental authority). In addition, Assignors shall notify Assignees, telephonically and in writing as soon as practicable and in any event within two (2) Business Days after either Assignor's receipt thereof, of all oral or other communications relating to the AMULA that is received by such Assignor during the Assignment Period from (i) counterparties to the AMULA and (ii) any other person or entity (including, without limitation, any governmental or quasi-governmental authority).

10. Right to Assignment.

(a) Assignors and Assignees hereby acknowledge that this Assignment has been approved by the NHL.

(b) To the extent that the consent of the City is determined to be required solely with respect to the assignment of any of the AMULA Rights and Obligations of Manager Assignor, Assignors shall use their commercially reasonable efforts to obtain such consent of the City. In the event that such consent is not obtained within any applicable time periods, the assignment and assumption of only those AMULA Rights and Obligations of Manager Assignor set forth in Sections 2(b) and 3(b) hereof for which such consent is required shall terminate and such AMULA Rights and Obligations of Manager Assignor shall be deemed to be an "Additional Service" pursuant to, and as defined in, that certain Transition Services Agreement, dated as of the date hereof, by and among Assignees and Assignors and shall thereafter be covered by such Transition Services Agreement.

11. Representations and Warranties.

(a) Assignors hereby represent and warrant to Assignees that:

(i) true, correct and complete copies of the AMULA and the Team Guaranty are attached hereto as Exhibit A;

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(ii) the AMULA is in full force and effect and has not been terminated, amended, modified or supplemented;

(iii) Assignors have received no written notice of any violation of any law, statute, rule, regulation or ordinance of any governmental authority affecting the Arena and/or the AMULA;

(iv) Neither Assignor has received written notice threatening, proposing or commencing any suits, actions, proceedings or investigations against such Assignor which relate to or affect the Arena and/or the AMULA and neither Assignor has initiated any suits, actions, proceedings or investigations relating to or affecting the Arena and/or the AMULA; and

(v) this Assignment has been duly authorized in accordance with the Sale Order, executed and delivered by Assignors and constitutes the legal, valid and binding obligation of each Assignor.

(b) Assignees hereby represent and warrant to Assignors that:

(i) this Assignment has been duly authorized, executed and delivered by Assignees and constitutes the legal, valid and binding obligation of each Assignee; and

(ii) The execution, delivery and performance of this Assignment will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under any other agreement to which either Assignee is a party.

12. Cooperation. Each party will perform all obligations under this Agreement in good faith and use commercially reasonable efforts to cooperate with the other parties in all matters relating to this Assignment.

13. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be validly given, made or served only if in writing and delivered personally or sent by certified or registered first class mail, return receipt requested, postage prepaid, addressed as follows:

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If to Assignors:

Coyotes Hockey, LLC
Arena Management Group, LLC
c/o Coyotes Holdings, LLC
P.O. Box 1397
Tolleson, Arizona 85353
Telecopy: (602) 275-6417
Attention: [_____]

with a copy to:

Squire, Sanders & Dempsey LLP
40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004
Telecopy: (602) 253-8129
Attention: Thomas J. Salerno

If to Assignees:

Coyotes Newco, LLC
Arena Newco, LLC
c/o National Hockey League
1185 Avenue of the Americas
New York, New York 10036
Telecopy: (212) 789-2030
Attention: William Daly

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, New York 10036
Telecopy: (917) 777-3770 and (917) 777-2440
Attention: J. Gregory Milmoe, Esq. and Marc R. Packer, Esq.

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective

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upon receipt. All notices shall be deemed received on the date of delivery or, if mailed, three (3) Business Days after the date appearing on the return receipt therefor.

14. Severability. If any term or provision of this Assignment is held invalid, unenforceable or contrary to any laws, such term or provision shall be deemed to be severable from the other terms and provisions hereof, but only to the extent necessary to bring this Assignment within the requirements of such law, and the remainder of this Assignment shall be given effect as if the parties had not included the severed term herein; provided, however, that if the party that would be adversely affected by such severance demonstrates that a material inducement to its entering into this Assignment would be materially impaired, such party shall be entitled to seek an adjudication that this Assignment should be terminated on that ground.

15. Governing Law. This Assignment shall be governed by the laws of the state of New York. This Assignment may not be amended except by a document signed by all parties hereto.

16. Further Assurances. Assignors and Assignees shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to each other or any other third party all documents, and take all actions, reasonably required by the other party from time to time to confirm the assignments, rights and obligations created or now or hereafter intended to be created under this Assignment.

17. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

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

ASSIGNORS

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

ASSIGNEES

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

Document comparison done by DeltaView on Thursday, October 29, 2009 9:38:44 AM

Input:	
Document 1	pcdocs://nycsr07a/1497644/12
Document 2	pcdocs://nycsr07a/1497644/14
Rendering set	Option 3a strikethrough double score no moves

Legend:	
Insertion	
~~Deletion~~	
<~~Moved from~~>	
>Moved to<	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	3
Deletions	6
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	9

~~DRAFT 9/15/09~~Exhibit F

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT, dated as of ~~September~~November ___, 2009 (including all appendices delivered herewith or attached hereto, as the same may be amended from time to time in accordance with its terms, the "Agreement"), is among Coyotes Hockey, LLC, a Delaware limited liability company ("Team Seller"), Arena Management Group, LLC, a Delaware limited liability company ("Arena Seller" and, together with Team Seller, the "Sellers"), Coyotes Newco, LLC, a Delaware limited liability company ("Team Buyer") and Arena Newco, LLC, a Delaware limited liability company ("Arena Buyer" and, together with Team Buyer, the "Buyers").

W I T N E S S E T H

WHEREAS, the Buyers and the Sellers have entered into an Asset Purchase Agreement, dated as of ~~September~~November ___, 2009 (the "Asset Purchase Agreement");

WHEREAS, Appendix A to this Agreement sets forth all of the Glendale Contracts relating to the AMULA and the operation of the Arena, including the Team's use of the Arena, to which one or both of the Sellers is a party;

WHEREAS, pursuant to the Asset Purchase Agreement, among other matters, the Sellers and the Buyers have agreed to enter into this Transition Services Agreement pursuant to which the Sellers will provide or cause to be made available to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena; and

WHEREAS, the Sale Order entered by the Bankruptcy Court in the Bankruptcy Case authorizes the Sellers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

ARTICLE II

TRANSITION SERVICES PROVIDED

2.1 Transition Services. In accordance with the terms and subject to the conditions set forth in this Agreement, during the Transition Period (as defined in Section 5.1), the Sellers shall provide or cause to be made available to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena (hereinafter referred to individually as a "Transition Service", and collectively as the "Transition Services").

2.2 Additional Services.

(a) From time to time during the Transition Period, the Buyers may identify on one or more additional appendices to be attached hereto additional Contracts that, at such time, are neither Assumed Contracts nor Glendale Contracts ("Additional Service Contracts"). At the election of the Buyers, Sellers shall provide or cause to be made available to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Additional Service Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena (any such service, individually, an "Additional Service," and, collectively, "Additional Services") and, upon such election, the Additional Services shall constitute Transition Services under this Agreement.

(b) In the event that the assignment by Arena Seller to Arena Buyer, and the assumption by Arena Buyer, under the Partial Lease Assignment Agreement, dated as of the date hereof, by and among the Buyers and the Sellers (the "Partial Lease Assignment") of any AMULA Rights and Obligations (as defined in the Partial Lease Assignment) is terminated ~~in~~ pursuant to Section 10(b) of the Partial Lease Assignment, then those (and only those) AMULA Rights and Obligations shall automatically be deemed Additional Services hereunder.

2.3 Cooperation and Personnel.

(a) Each party will perform all obligations under this Agreement in good faith and use commercially reasonable efforts to cooperate with the other parties in all matters relating to the provision and receipt of the Transition Services in order to ensure and facilitate the provision to and receipt of the Transition Services by the Buyers.

(b) Without limiting Section 2.1 hereof, with respect to each Employment and Independent Contractor Contract that is a Glendale Contract, until the earlier of the expiration (without renewal) of such Employment and Independent Contractor Contract in accordance with its terms and the date, if any, upon which such Employment and Independent Contractor Contract is assumed pursuant to Section 2.14(b) of the Asset Purchase Agreement by one or both of the Buyers, the Sellers shall not terminate the employment of the counterparties to such Employment and Independent Contractor Contracts and the Sellers shall use their commercially reasonable efforts to cause each employee of the Sellers who is party to an Employment and Independent Contractor Contract that is a Glendale Contract to provide, for the benefit of and as directed by the Buyers, such services as such employee of the Sellers would be required to be provided to the Sellers under such Employment and Independent Contractor Contract. Notwithstanding anything herein to the contrary, during the Transition Period, each

such employee shall continue to be an employee of one of the Sellers and shall not be deemed an employee of either of the Buyers for any purpose.

2.4 Level of Transition Services.

(a) Each Seller shall use commercially reasonable efforts to provide, or cause to be made available, the Transition Services with respect to such Glendale Contracts and Additional Service Contracts to which it is a party in a timely, professional and workmanlike manner and exercising the same degree of care and skill as it exercised in performing the same or similar services for its own account prior to the Closing, with priority equal to that provided to its own businesses or those of any of its Affiliates or Subsidiaries; provided, however, that the Sellers shall not be liable under this Agreement for any failure of a third party in the provision of a Transition Service so long as Sellers shall have used commercially reasonable efforts to perform or cause such third party to perform in a manner consistent with the terms of the applicable Glendale Contract or Additional Service Contract and the standards by which such service is or was provided prior to the Closing Date; and provided, further, that the Sellers shall not be liable under this Agreement for failing to use commercially reasonable efforts to provide or cause to be made available Transition Services as set forth herein if such failure was the result of the Sellers' personnel performing the services in accordance with clear written instructions provided by the Buyers.

(b) To the extent that any third party Consent is required in order to effectuate the terms of this Agreement with respect to any Transition Service, the Sellers will use their commercially reasonable efforts to obtain such Consent. If such Consent is not obtained, the Buyers and Sellers will use their commercially reasonable efforts to enter into an alternative arrangement with respect to such Transition Service, including seeking relief from the Bankruptcy Court, to provide the Buyers with the benefits of such Transition Service.

(c) In the event that the Buyers reasonably determine that any third party has breached a Glendale Contract or an Additional Service Contract, the Sellers shall, at the Buyers' expense, co-operate with the Buyers in resolving any resulting dispute involving such Glendale Contract or Additional Service Contract, including taking all actions reasonably requested by the Buyers (after consultation with such Seller) to (i) prosecute any action or suit relating to such breach and (ii) use their commercially reasonable efforts to enter into an alternative arrangement with respect to the Transition Service provided pursuant to such Glendale Contract or Additional Service Contract. In the event that such third party pays any amount in settlement of such action or suit, such amount shall be for the account of the Buyers and shall be promptly remitted to the Buyers. Each Seller shall promptly notify the Buyers in writing of any actual or threatened material breach of a Glendale Contract or an Additional Service Contract of which such Seller may become aware from time to time.

2.5 Sharing of Information. The Sellers shall provide to the Buyers copies, as soon as practicable and in any event within two (2) Business Days of receipt, of all written correspondence and any other documents received from (i) counterparties under the Glendale Contracts and the Additional Service Contracts and (ii) any other Person or Governmental Entity, in each case, where such written correspondence or other documents relate to any Transition Service or a Glendale Contract or an Additional Service Contract. In addition, the Sellers shall

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notify the Buyers, in writing and telephonically as soon as practicable and in any event within two (2) Business Days of receipt, of all oral or other communications and other documents received by the Sellers from (i) counterparties under the Glendale Contracts and the Additional Service Contracts and (ii) any other Person or Governmental Entity, in each case, where such oral or other communication or other documents relate to any Transition Service or such Glendale Contract or Additional Service Contract.

2.6 Received Payments; Credits, Deposits and Escrows.

(a) The Sellers agree to deliver to the Buyers as soon as practicable and in any event within two (2) Business Days of receipt, all revenues, receipts and payments received by the Sellers and which relate to the Glendale Contracts and Additional Service Contracts during the Transition Period.

(b) All deposits, credits, prepaid expenses, deferred charges, advanced payments, security deposits, escrowed funds, rights to refunds, offsets, set asides and prepaid items of the Sellers not previously transferred to the Buyers pursuant to the Asset Purchase Agreement and relating to the Glendale Contracts or Additional Service Contracts shall be maintained by Sellers in a manner consistent with past practice and shall be applied to and on behalf of the account of the Buyers with respect to such Glendale Contracts and Additional Service Contracts.

2.7 Force Majeure. Any failure or omission by a Seller in the performance of any obligation under this Agreement shall not be deemed a breach of this Agreement or create any liability to the Buyers, if the same arises from any cause or causes beyond the control of such Seller, including, but not limited to, the following, which, for purposes of this Agreement shall be regarded as beyond the control of each of the parties hereto: acts of God, fire, storm, flood, earthquake, governmental regulation or direction, acts of the public enemy, war, terrorism, rebellion, insurrection, riot, invasion, strike or lockout; provided, however, that such party shall resume performance whenever such causes are removed if the applicable time period for the provision of such services has not expired.

2.8 Termination of Transition Services.

(a) Notwithstanding any provision in this Agreement to the contrary, the Buyers shall have no obligation to renew or extend any Glendale Contract or Additional Service Contract pursuant to which a Transition Service is being provided that expires in accordance with its terms prior to June 30, 2010 (any such Glendale Contract or Additional Service Contract that expires in accordance with its terms and is not renewed or extended by the Buyers, an "Expired Contract"). From and after the date of expiration of an Expired Contract, (i) the Buyers shall have no obligation to pay any fees, costs or expenses relating to such Transition Service (other than amounts accrued prior to such expiration date), and (ii) the Sellers shall have no obligation to continue to provide such Transition Service to the Buyers pursuant to this Agreement.

(b) Notwithstanding any provision in this Agreement to the contrary, the Buyers shall have no obligation to continue to use any Transition Service provided under the Glendale Contracts set forth on Schedule 2.14(d) to the Asset Purchase Agreement and may, by

giving Sellers not less than 15 days' written notice, elect to stop receiving the Transition Services provided thereunder at the date and time specified in such notice. From and after the date specified in such notice, (i) the Buyers shall have no obligation to pay any fees, costs or expenses relating to such Transition Service (other than amounts accrued prior to such date), and (ii) the Sellers shall have no obligation to continue to provide such Transition Service to the Buyers pursuant to this Agreement.

(c) In the event that any Glendale Contract or Additional Service Contract is assumed pursuant to Section 2.14(b) of the Asset Purchase Agreement by one or both of the Buyers prior to the last day of the Transition Period, such Glendale Contract or Additional Service Contract shall, effective upon the assumption thereof by the Buyers, no longer be deemed a Glendale Contract or Additional Service Contract for purposes of this Agreement and no further Transition Services shall be provided by the Sellers and no further payments shall be made (other than amounts accrued prior to the date of such assumption or amounts to be remitted by the Sellers pursuant to Section 2.6(a)) with respect thereto.

ARTICLE III

COMPENSATION

3.1 Pricing. The Buyers shall pay to the Sellers a fee for each Transition Service equal to the fee, cost, rent or other amount (if any) required to be paid by the Sellers to the counterparty under the Glendale Contract and Additional Service Contract to which such Transition Service relates. In no event shall the fee charged to the Buyers for any Transition Service include any allocation of overhead costs (such as human resources, legal, and accounting) or other indirect costs; provided that Buyers shall pay any FICA or other payroll taxes associated with any Employment and Independent Contractor Contract.

3.2 Invoices and Payment.

(a) For each Glendale Contract and Additional Service Contract for which a Transition Service is then being provided, the Sellers shall provide to the Buyers no less than ~~[~~fifteen (15)~~]~~ Business Days in advance of when payment is due and payable under such Glendale Contract or Additional Service Contract, an invoice or such other documentation as is reasonably sufficient to identify such Transition Service, the amount required to be paid and the Glendale Contract or Additional Service Contract. From time to time upon request by the Buyers in respect of any Transition Service, the Sellers shall provide to the Buyers such further information in the Sellers' possession as the Buyers may reasonably request.

(b) The Buyers shall pay to the Sellers, or, upon written instructions from the Sellers to the Buyers, directly to the counterparties under the Glendale Contracts and the Additional Service Contracts, as and when due, all amounts owed for such Transition Services as reflected in the relevant invoices and other documentation provided by the Sellers pursuant to Section 3.2(a). If the Buyers in good faith dispute the accuracy or legitimacy of any charge or invoice, the Buyers shall promptly notify the Sellers of such dispute and the Buyers shall pay or procure the payment of any undisputed amount by the due date.

(c) As promptly as practicable and, in any event, within two (2) Business Days after the Sellers receive a payment from the Buyers pursuant to Section 3.2(b) with respect to any Transition Service, the Sellers shall pay such amount to the appropriate counterparty under the Glendale Contract or the Additional Service Contract with respect to which such Transition Service is provided.

3.3 Audit. During the Transition Period, the Sellers shall keep books and records of the Transition Services provided hereunder in the same detail and with the same accuracy as the Sellers keep their books and records as of the date hereof, but in no event less than as required by applicable Law. The Buyers shall have the right, upon reasonable notice during normal business hours and at Buyers' sole expense, to inspect and audit the books and records of the Sellers for the sole purpose of verifying the invoices delivered by the Sellers to the Buyers with respect to the Transition Services.

3.4 Taxes and Charges. The Buyers shall be responsible for and pay any federal, state or local sales or other tax, duty, charge or levy (and any related interest and penalties) imposed as a result of its receipt of the Transition Services or with respect to the payments due to the Sellers hereunder (other than the Sellers' income taxes with respect thereto).

ARTICLE IV

LIABILITY

4.1 Liability. (a) The Sellers shall not be liable to the Buyers for any damages or losses incurred or suffered by the Buyers with respect to the Transition Services, except for those damages and losses incurred or suffered by a Buyer arising from the willful misconduct or gross negligence of any Seller with respect to any Transition Service to be provided hereunder.

(b) The Buyers shall not be liable to the Sellers for any damages or losses incurred or suffered by the Sellers with respect to the Transition Services, except for those damages and losses incurred or suffered by a Seller arising from the willful misconduct or gross negligence of any Buyer with respect to the furnishing of any Transition Service to be provided hereunder.

4.2 Disclaimer of Warranty. SELLERS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIM ANY WARRANTIES WITH RESPECT TO THE NATURE OR QUALITY OF THE TRANSITION SERVICES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4.1) OR THE RESULTS THAT WILL BE OBTAINED BY USING OR APPLYING THE TRANSITION SERVICES.

4.3 Limitation on Damages. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS), WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO IT OR COULD HAVE BEEN REASONABLY FORESEEN BY IT AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY,

TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE. SELLERS' LIABILITY FOR ANY CLAIM, LOSS OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE PROVISION OF TRANSITION SERVICES OR USE BY THE BUYERS OF ANY TRANSITION SERVICES, WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO OR ON BEHALF OF OR AT THE DIRECTION OF THE SELLERS BY THE BUYERS UNDER THIS AGREEMENT. The Sellers' entire liability and the Buyers' remedies under this Agreement shall be subject to the limitations contained in this Section 4.3.

ARTICLE V

TERM

5.1 Term. This Agreement shall become effective on the Closing Date and shall remain in force until the earlier of (i) June 30, 2010, and (ii) the ~~consummation of a Glendale Team Sale, and (iii) the assumption~~date on which all Glendale Contracts have either (A) expired (without renewal), (B) been terminated with the consent of all parties thereto, or (C) been assumed by the Buyers pursuant to Section 2.14~~(b)~~ of the Asset Purchase Agreement ~~of the Glendale Contract or Additional Services Contract relating to, the last Transition Service being provided by the Sellers to the Buyers~~ (the "Transition Period").

5.2 Partial Termination. In the event of any termination with respect to one or more, but less than all Transition Services, this Agreement shall continue in full force and effect with respect to any Transition Services not terminated thereby.

5.3 Survival. The provisions of Section 2.6, Articles III, IV and VI shall survive the termination of this Agreement.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement; Amendments. This Agreement and the other Transaction Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede and are in full substitution for any and all previous agreements, contracts, representations, warranties and conditions among the parties, whether written or oral with respect to such subject matter. No provision of this Agreement may be modified, supplemented, or amended except by a written instrument executed by each of the parties hereto.

6.2 Appendices. Each appendix delivered under the terms of this Agreement shall be in writing and shall constitute an integral part of this Agreement.

6.3 Assignment. Neither this Agreement nor any rights, duties or obligations under it are assignable (directly, indirectly, by operation of law, change of control or otherwise) by any party hereto without the prior written consent of the other parties, except that the Buyers may

assign this Agreement and any of their rights, duties or obligations under this Agreement (i) to any Affiliate of one or both of the Buyers or the NHL, (ii) to any Person to which the Team Buyer sells or transfers the Team's NHL franchise (subject to NHL approval) or the Arena Buyer sells or transfers the rights to operate and manage the Arena or (iii) at any time to any of their lenders or other financing sources for collateral security purposes, so long as, in the case of clause (iii), such assignment does not have a material adverse effect on the ability of the Buyers to consummate the transactions contemplated under this Agreement. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, each party hereto and its successors and permitted assigns.

6.4 Headings. The descriptive headings of the Articles, Sections and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

6.5 Counterparts; Facsimile/pdf Signatures. This Agreement may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Agreement by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Agreement.

6.6 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person that is not a party hereto, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.7 Notices. Unless otherwise specified herein, all notices, requests, demands, consents and other communications hereunder shall be transmitted in writing by personal service, Federal Express or other nationally recognized overnight courier or facsimile (with confirmation of successful transmission), shall be deemed to have been duly given when received by the intended recipient, and shall be addressed as follows:

if to any Seller:

Coyotes Hockey, LLC
Arena Management Group, LLC
c/o Coyotes Holdings, LLC
P.O. Box 1397
Tolleson, Arizona 85353
Telecopy: (602) 275-6417
Attention:

With a copy to:

Squire, Sanders & Dempsey LLP
40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004
Telecopy: (602) 253-8129
Attention: Thomas J. Salerno

if to any Buyer:

Coyotes Newco, LLC
Arena Newco, LLC
c/o National Hockey League
1185 Avenue of the Americas
New York, New York 10036
Telecopy: (212) 789-2030
Attention: William Daly

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Telecopy: (917) 777-3770 and (917) 777-2440
Attention: J. Gregory Milmoe, Esq. and Marc R. Packer, Esq.

or to such other address, facsimile number or person as either party shall have last designated by such notice to the other party.

6.8 Waivers. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the Buyers and the Sellers or, in the case of a waiver, by the party waiving compliance. No failure on the part of any party to exercise, or delay in exercising, any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

6.9 Representation By Counsel; Interpretation. The Sellers and Buyers each acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of Law or legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Buyers and Sellers.

6.10 Severability. If any term or provision of this Agreement is held invalid, unenforceable or contrary to Law, such term or provision shall be deemed to be severable from

the other terms and provisions hereof, but only to the extent necessary to bring this Agreement within the requirements of Law, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein; provided, however, that if the party that would be adversely affected by such severance demonstrates that a material inducement to its entering into this Agreement would be materially impaired, such party shall be entitled to seek an adjudication that this Agreement should be terminated on that ground.

6.11 Governing Law; Jurisdiction; Jury Trial; Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other Law that would make the Laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided, however, that, if the Bankruptcy Case is closed, all actions arising out of or relating to this Agreement shall be heard and determined in a state court or federal court in the City and State of New York, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties consent to service of process by mail (in accordance with Section 6.7) or any other manner permitted by law.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

6.12 Transaction Document. This agreement is a Transaction Document as defined in the Asset Purchase Agreement.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the parties hereto as of the date first written above.

COYOTES HOCKEY, LLC

By:_____
Name:
Title:

ARENA MANAGEMENT GROUP, LLC

By:_____
Name:
Title:

COYOTES NEWCO, LLC

By:_____
Name:
Title:

ARENA NEWCO, LLC

By:_____
Name:
Title:

APPENDIX A

GLENDALE CONTRACTS
Transition Service to be Provided

[TO COME]

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Deletions	9
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Moved to	0
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Format changed	1
Total changes	16

TRANSFER OF CLAIM

This ~~t~~Transfer of ~~*claim (this "Agreement") is completely and fully contingent on the Closing (as such term is defined in the Asset Purchase Agreement Among Coyotes Hockey, LLC, Arena Management Group, LLC, Coyotes Newco, LLC and Arena Newco, LLC (the "APA")). The*~~Claim (this "Agreement"), dated as of the date set forth on the signature page hereto, is among the Transferor (as defined below) and the Transferee (as defined below) ~~*has no obligation to purchase a transferor's Claim (as defined below) unless and until the Closing has occurred*~~.

_____, having a mailing address at _____ _____ ("Transferor"), for valuable consideration in the amount of $ _____ ~~to be made as soon as practicable after Closing~~ (the "Purchase Price"), does hereby assign and transfer to Coyotes Newco, LLC, having an address at _____ ("Transferee"), (i) all of Transferor's right, title, and interest in and to the prepetition claim or claims of Transferor against **Coyotes Hockey, LLC and/or Arena Management Group, LLC** (collectively with Dewey Ranch Hockey, LLC and Coyotes Holdings, LLC, "Debtors") in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the District of Arizona (the "Court") in the amount of $ _____ (the "Claim Amount"), (ii) all rights and benefits of Transferor relating to the aforesaid claim, including, without limitation, the proof of claim ("Proof of Claim"), if any, identified below and Transferor's rights to receive all interest, penalties, and fees, if any, which may be paid with respect to said claim or claims, and (iii) all cash, securities, instruments, and other property which may be paid or issued by Debtors in satisfaction of the said claim or claims (all such claims, rights, and benefits are hereinafter collectively referred to as the "Claim"). The Claim is based on amounts unconditionally owed to Transferor by Debtors as set forth below and this transfer shall be deemed an absolute and unconditional transfer of the Claim for the purpose of collection and shall not be deemed to create a security interest. Further, upon the transfer of its Claim, the Transferor waives and relinquishes all of its claims against the Debtors or any other third party with respect to the Claim.

~~This Agreement is completely and fully contingent on the Closing. The Transferee has no obligation to purchase the Transferor's Claim unless and until the Closing has occurred.~~ Payment of the Purchase Price will be made ~~not later than five (5) business days after the Closing or, if the Closing has already occurred,~~ not later than five (5) business days after the execution of this Agreement.

The transfer of a claim related to an executory contract is not intended to constitute or be deemed an assignment of the executory contract.

Transferor represents and warrants that (please check one):

1 DeltaView comparison of pcdocs://nycsr06a/728288/3 and pcdocs://nycsr06a/728288/4. Performed on 10/28/2009.

( ) A Proof of Claim has not been filed in the Proceedings.

( ) A Proof of Claim in the amount of **$**_____ has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached hereto). If the Proof of Claim amount differs from the Claim amount set forth above, Transferee shall nevertheless be deemed the owner of that Proof of Claim and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Transferor further represents and warrants that the Claim is a valid, enforceable claim against the Debtors; no consent, approval, filing, or corporate, partnership, or other action is required as a condition to, or otherwise in connection with, the execution, delivery, and performance of this Agreement by Transferor; this Agreement has been duly authorized, executed, and delivered by Transferor, and Transferor has the requisite power and authority to execute, deliver, and perform this Agreement; this Agreement constitutes the valid, legal, and binding agreement of Transferor, enforceable against Transferor in accordance with its terms; no payment or other distribution has been received by Transferor, or by any third party on behalf of Transferor, in full or partial satisfaction of, or in connection with the Claim; Transferor has not engaged in any acts, conduct, or omissions that might result in Transferee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; no payment has been received by Transferor, or by any third party claiming through Transferor, in full or partial satisfaction of the Claim; Transferor has not previously transferred, sold, or pledged the Claim to any third party, in whole or in part; Transferor owns and has title to the Claim free of any and all liens, security interests, or encumbrances of any kind or nature whatsoever; and there are no offsets or defenses that have been or may be asserted by or on behalf of Debtors or any other party to reduce the amount of the Claim or to impair its value.

Transferor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization or otherwise determining the amount distributable in respect of the Claim. Transferor acknowledges that, except as set forth in this Agreement, neither Transferee nor any agent or representative of Transferee has made any representation whatsoever to Transferor regarding the status of the Proceedings, the condition of Debtors (financial or otherwise) or any other matter relating to the Proceedings, the Debtors, or the Claim. Transferor represents that it has enough knowledge and experience in finance and business matters to evaluate the risks and merits of entering into this Agreement, is able to bear the economic risk of entering into this Agreement, has adequate information concerning the business and financial condition of Debtors and the status of the Proceedings to make an informed decision regarding entering into this Agreement and that it has independently, and without reliance on Transferee, and based on such information as Transferor has deemed appropriate (including, but not limited to, information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Agreement.

2 DeltaView comparison of pcdocs://nycsr06a/728288/3 and pcdocs://nycsr06a/728288/4. Performed on 10/28/2009.

Transferor acknowledges that Transferee currently may possess and hereafter may come into possession of certain information concerning the Proceedings, the Debtors, or the Claim, which is not known to Transferor and which may be material to a decision to sell the Claim (the "Confidential Information"), that Transferor has determined to transfer the Claim notwithstanding Transferor's lack of knowledge of the Confidential Information, and that Transferee shall have no liability to Transferor, and Transferor hereby waives and releases any and all claims that it might have against Transferee with respect to the non-disclosure of the Confidential Information.

In the event the Claim is ultimately allowed in an amount in excess of the Claim Amount, Transferor shall be deemed to have sold to Transferee, and Transferee is deemed to have purchased, the entire Claim for the Purchase Price, and no further or additional amount shall be due from Transferee to Transferor.

Transferor hereby irrevocably appoints Transferee as its true and lawful attorney and authorizes Transferee to act in Transferor's stead, to demand, sue for, compromise, and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein transferred. Transferor grants unto Transferee full authority to do all things necessary to enforce the Claim and its rights thereunder pursuant to this Agreement. Transferor agrees that the powers granted by this paragraph are discretionary in nature and that Transferee may exercise or decline to exercise such powers at Transferee's sole option. Transferee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Transferor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the transfer of the Claim to Transferee and to cause any and all payments and distributions on account of the Claim to be made to Transferee, including, without limitation, the execution of appropriate transfer powers, corporate resolutions, and consents.

Transferor agrees to forward to Transferee all notices received from Debtors, the Court, or any third party with respect to the Claim transferred herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as Transferee may from time to time request. Transferor further agrees that any distribution received by Transferor on account of the Claim, whether in the form of cash, securities, instruments, or any other property, shall constitute property of Transferee to which Transferee has an absolute right, and that Transferor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days following receipt) deliver to Transferee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Transferee.

~~This Agreement terminates, and neither party shall have any further obligation under this Agreement, if the APA is terminated and the Closing has not occurred.~~

The Transferor and Transferee agree that this Agreement shall be valid and enforceable only if duly executed and delivered by the Transferor during the period commencing immediately following the Closing (as such term is defined in the Asset Purchase Agreement among Coyotes

Hockey, LLC, Arena Management Group, LLC, Coyotes Newco, LLC and Arena Newco, LLC (the "APA")) and ending on the 60th day following the Closing Date (as defined in the APA).

The terms of this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, Transferor, Transferee, and their respective successors and assigns.

Transferor hereby acknowledges that Transferee may at any time further transfer the Claim, together with all right, title, and interest of Transferee in and to this Agreement. All representation and warranties made herein shall survive the execution and delivery of this Agreement and any such further transfer. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Agreement may be brought in any State or Federal court located in the State of New York, and Transferor consents to and confers personal jurisdiction over Transferor by such court or courts and agrees that service of process may be upon Transferor by mailing a copy of said process to Transferor at the address set forth in this Agreement, and in any action hereunder Transferor waives the right to demand a trial by jury.

If either party materially breaches any provision hereof, the non-breaching party must deliver to the breaching party written detailed notice of such breach as soon as practicable after becoming aware of such breach. If the breaching party fails to cure such breach within 30 calendar days of receipt of such notice, the non-breaching party may seek any and all remedies available to such non-breaching party, including termination of this Agreement.

CONSENT AND WAIVER

Transferor hereby acknowledges and consents to all of the terms set forth in this Agreement, hereby waives its right to raise any objections to this Agreement and to the terms set forth herein, acknowledges that Transferee's execution and receipt of this Agreement (and receipt of a copy of this Agreement) constitute sufficient notice of the transfer of the Claim, and waives its right to receive notice pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedure.

IN WITNESS WHEREOF, the undersigned **Transferor** and **Transferee** have executed this Agreement on the date indicated.

Dated: _____ _____

TRANSFEROR

Dated: _____ _____

TRANSFEREE

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ASSET PURCHASE AGREEMENT

AMONG

COYOTES HOCKEY, LLC,

ARENA MANAGEMENT GROUP, LLC,

COYOTES NEWCO, LLC

AND

ARENA NEWCO, LLC

Dated November __, 2009

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Exhibit B-1	Team Form of Assignment and Assumption Agreement
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ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT is entered into as of November ___, 2009 by and among Coyotes Hockey, LLC, a Delaware limited liability company ("**Team Seller**"), Arena Management Group, LLC, a Delaware limited liability company ("**Arena Seller**" and with Team Seller, each a "**Seller**" and collectively, the "**Sellers**"), Coyotes Newco, LLC, a Delaware limited liability company ("**Team Buyer**"), and Arena Newco, LLC, a Delaware limited liability company ("**Arena Buyer**" and with Team Buyer, each a "**Buyer**" and collectively, the "**Buyers**").

RECITALS

A. Team Seller is engaged in the operation of a National Hockey League team currently known as the "Phoenix Coyotes" (the "**Team**").

B. Pursuant to the terms of that certain Arena Use and Lease Agreement (the "**AMULA**"), dated as of November 29, 2001, among Team Seller, Arena Seller, Glendale-101 Development, LLC, Coyote Center Development, LLC and the City of Glendale, Arena Seller manages and operates, and Team Seller uses, the multi-purpose facility in Glendale, Arizona currently known as Jobing.com Arena (the "**Arena**"), which serves as the home venue for the Team and provides a venue for other recreational, cultural, entertainment and sports events.

C. Sellers are debtors-in-possession under Title 11 of the United States Code, 11 U.S.C. §§ 101—1330 (the "**Bankruptcy Code**"), and filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code on May 5, 2009, in the United States Bankruptcy Court for the District of Arizona (the "**Bankruptcy Court**") (Case Nos. 2:09-bk-09491-RTB and 2:09-bk-09495-RTB, which cases are being jointly administered with the Chapter 11 bankruptcy proceedings of Dewey Ranch Hockey, LLC (Case No. 2:09-bk-09488-RTBP) and Coyotes Holdings, LLC (Case No. 2:09-bk-09500-RTB) under Case No. 2:09-bk-09488-RTBP) (collectively, the "**Bankruptcy Case**").

D. The Buyers wish to purchase, acquire and assume from the Sellers, and the Sellers wish to sell, transfer and assign to the Buyers, pursuant to Sections 363 and 365 of the Bankruptcy Code, all of the Purchased Assets and Assumed Liabilities (each, as defined below), all in accordance with the terms and subject to the conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. As used in this Agreement, the exhibits attached hereto and the Schedules delivered under this Agreement, the following terms and their grammatical variations and correlatives shall have the following meaning:

"**Action**" means any claim, action, cause of action, complaint, investigation, inquiry, suit or other proceeding before, or otherwise involving, any arbitrator, any Governmental Entity, any regulatory or self-regulatory body, the NHL or the AHL.

"**Added Contracts**" has the meaning set forth in Section 2.9(b).

"**Affiliate**" means a Person that, directly or indirectly, controls, is controlled by, or is under common control with, a specified Person. The term "**control**" (including, with correlative meaning, the terms "**controlling**," "**controlled by**" and "**under common control with**") means the possession, directly or indirectly, of the power to direct or cause direction of the management and policies of a Person, whether through the ownership of voting Securities, by Contract, or otherwise.

"**Agreement**" means this Asset Purchase Agreement by and among Team Seller, Arena Seller, Team Buyer and Arena Buyer, as amended, restated or supplemented in accordance herewith from time to time, including all schedules and exhibits.

"**AHL**" means the American Hockey League, Inc.

"**AHL Collective Bargaining Agreement**" means the Collective Bargaining Agreement, effective September 1, 2000, between the AHL and the Professional Hockey Players' Association, and any successor to such agreement, and any and all Contracts in effect from time to time that govern the overall relationship between the AHL and its players.

"**Allowable Unsecured Claims**" means unsecured claims by creditors against the Sellers properly submitted to the Bankruptcy Court in connection with the Bankruptcy Case prior

to the applicable deadline for filing such proofs of claim. Notwithstanding anything to the contrary contained herein, except as set forth on Schedules 2.6(v) and 2.8(v) (other than those claims marked by an asterisk to indicate that the Buyers reserve the right to verify the amounts of such claims), the Buyers reserve the right in their sole discretion to challenge or contest whether any such unsecured claim submitted to the Bankruptcy Court constitutes an Allowable Unsecured Claim, including the amount of any such unsecured claim. The Buyers shall use their commercially reasonable efforts to promptly verify with the holders of such claims and the Creditors' Committee the amounts of those Allowable Unsecured Claims set forth on Schedules 2.6(v) and 2.8(v) that are marked by an asterisk (*).

"**AMULA**" has the meaning specified in Recital B.

"**Arena**" has the meaning specified in Recital B.

"**Arena Buyer**" has the meaning specified in the preamble.

"**Arena Cure Costs**" has the meaning set forth in Section 2.8(a)(vi).

"**Arena Seller**" has the meaning specified in the preamble.

"**Assumed Arena Liabilities**" has the meaning set forth in Section 2.7(a).

"**Assumed Contracts**" means, subject to Section 2.9, all Contracts set forth on Schedule 1.1(a).

"**Assumed Liabilities**" means the Assumed Arena Liabilities and the Assumed Team Liabilities, collectively.

"**Assumed Plans**" means the Employee Benefits Plans referenced in Sections 2.1(xvi) and 2.3(xiii).

"**Assumed Team Liabilities**" has the meaning set forth in Section 2.5(a).

"**Bankruptcy Case**" has the meaning specified in Recital C.

"**Bankruptcy Code**" has the meaning specified in Recital C.

"**Bankruptcy Court**" has the meaning specified in Recital C.

"**Bid Procedures Order**" means the Amended Order Approving Bid Procedures for Auction/Sale of Phoenix Coyotes National Hockey League Team and Related Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, entered by the Bankruptcy Court on August 13, 2009 (Docket No. 638).

"**Business**" means the operation of the Team and the Arena by the Sellers in the territory of Glendale, Arizona in which the Sellers currently operate.

"**Business Day**" means any day except Saturday, Sunday or any other day on which banks in the State of Arizona are permitted to be closed.

"**Buyer**" has the meaning specified in the preamble.

"**City**" means the City of Glendale, as the lessor under the AMULA.

"**Closing**" has the meaning specified in Section 4.1.

"**Closing Date**" has the meaning specified in Section 4.1.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Collective Bargaining Agreements**" mean, collectively, the AHL Collective Bargaining Agreement, the NHL Collective Bargaining Agreement and each other collective bargaining agreement listed on Schedule 1.1(b).

"**Consent**" means any approval, consent, waiver or comparable form of authorization that is required to be obtained from, and any notice that must be given to, any Person, other than the Bankruptcy Court, any Governmental Entity or the NHL or under the NHL Rules, with respect to any Assumed Contract in order that the Buyers shall be entitled to enjoy the rights and benefits under such Assumed Contract following consummation of the transactions contemplated hereunder.

"**Contract**" means any agreement, arrangement, bond, commitment, contract, franchise, indemnity, indenture, lease, license, understanding or other instrument of any kind, whether oral or written, to which a Seller is a party or its respective assets or properties are

subject or to which Holdings is a party that affects or involves the Team, the Arena or any other assets of a Seller.

"**Creditors' Committee**" means the official committee of unsecured creditors appointed in the Bankruptcy Case.

"**Cure Costs**" means the Arena Cure Costs and the Team Cure Costs, collectively.

"**Employee Benefit Plan**" means (i) any employee benefit plan, program or arrangement within the meaning of Section 3(3) of ERISA maintained or contributed to, or required to be maintained or contributed to, by a Seller for the benefit of any current or former employees, agents, directors or independent contractors of the Seller, or with respect to which the Seller may have any liability or (ii) any similar employment, severance or other agreement, arrangement or policy (whether written or oral) maintained or contributed to, or required to be maintained or contributed to, by a Seller for the benefit of any current or former employees, agents, directors or independent contractors of the Seller providing for insurance coverage (including self-insured arrangements), workers' compensation, disability benefits, supplemental unemployment benefits, vacation benefits, fringe benefits, or retirement benefits, or for profit sharing, deferred compensation, bonuses, stock options, stock appreciation or other forms of incentive compensation or post-retirement insurance, compensation or benefits.

"**Employment and Independent Contractor Contracts**" means all NHL Standard Player's Contracts and all other employment or independent contractor Contracts, including such Contracts with front office executives, coaches, players, general managers, scouts, trainers and announcers.

"**Encumbrance**" means any mortgage, deed of trust, deemed trust, security interest, pledge, hypothecation, lien, charge, encumbrance, encroachment, easement, adverse claim, title defect, restrictive covenant or other document of record, or comparable restriction of any kind.

"**Environment**" means the waters of the United States, the waters of any state, the waters of the contiguous zone and the ocean waters, and any other surface water, groundwater, drinking water, water supply, land surface, subsurface, subsurface strata, soil or air or atmosphere within the United States or under the jurisdiction of the United States, any Governmental Entity, or within the jurisdiction of Environmental Laws.

"**Environmental Contamination**" means the presence of one or more Hazardous Materials in the Environment at greater concentrations than is allowed by Environmental Laws.

"**Environmental, Health or Safety Liabilities**" means any cost, damages, expense, Liability, or other responsibility arising from or under any Environmental Laws or Occupational Health and Safety Law.

"**Environmental Laws**" means any federal, state, or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or environmental conditions, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq.; the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901, et seq.; the Toxic Substances Control Act of 1976, 15 U.S.C. §§ 2601, et seq.; the Superfund Amendments and Reauthorization Act of 1986, Title III, 42 U.S.C. § 11001, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq.; the Clean Air Act, 42 U.S.C. §§ 7401, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251, et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f, et seq.; the Solid Waste Disposal Act, 42 U.S.C. §§ 3251, et seq.; and any other federal, state, and local laws and regulations relating to pollution or the environment (including ambient air, surface water, groundwater, land surface, or sub-surface strata), including laws and regulations relating to emissions, discharges, releases, or threatened releases of Hazardous Materials, or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials. Any reference in this definition of the Environmental Laws to statutory or regulatory sections shall be deemed to include any amendments thereto and any successor sections.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended.

"**Excluded Arena Assets**" has the meaning specified in Section 2.4.

"**Excluded Arena Liabilities**" has the meaning specified in Section 2.8.

"**Excluded Assets**" means the Excluded Arena Assets and the Excluded Team Assets, collectively.

"**Excluded Team Assets**" has the meaning specified in Section 2.2.

"**Excluded Team Liabilities**" has the meaning specified in Section 2.6.

"**Existing Consent Agreement**" means the Consent Agreement, dated September 27, 2006, by and among the National Hockey League, Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Vicki Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC,

Steven M. Ellman, SUB Investment, LLC, The Jerry and Vickie Moyes Family Trust, dated December 11, 1987, Westgate Investments, Westgate Signage, LLC, Wayne Gretzky, James Wikert, John A. Breslow, John A Breslow Rollover IRA, Lake Street Leasing Corp., Barry Handwerker and Garry Handwerker.

"**Final Order**" means a Sale Order or other Order of the Bankruptcy Court, in each case in form and substance acceptable to the Buyers in their sole discretion, as to which the time to file an appeal, a motion for rehearing or reconsideration or a petition for writ of certiorari has expired and no such appeal, motion or petition is pending.

"**Glendale Contracts**" has the meaning specified in Section 2.14(a).

"**Glendale Team Sale**" means any Team Sale in which the purchaser commits for a period of time to operate the Team in Glendale, Arizona and having such other terms and conditions as the Buyers, in their sole discretion, may agree, including, without limitation, a purchase price that does not result in a Net Profit.

"**Governmental Entity**" means any United States, Canadian or other foreign government, or any agency, bureau, commission, court, department, official, political subdivision, tribunal or other instrumentality of any government, whether federal, state or local, domestic or foreign.

"**Hart-Scott-Rodino Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the related regulations and published interpretations.

"**Hazardous Activity**" means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Material into the Environment and any other act, business, operation or thing that constitutes a threat of Release, or poses an unreasonable risk of harm to any Person or property or the Environment.

"**Hazardous Materials**" means substances that are defined or listed in, or otherwise classified under, any applicable Laws as "hazardous substances," "hazardous materials," "hazardous wastes," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants" or "pollutants," or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitibility, corrosivity, reactivity, carcinogenicity, reproductive toxicity or "EP toxicity," and petroleum and drilling fluids, radioactive materials, asbestos-containing materials, urea formaldehyde foam insulation, transformers or other equipment that contain polychlorinated

biphenyls and radon gas, produced waters and other wastes associated with the exploration, development, or production of crude oil, natural gas or geothermal energy.

"**Holdings**" means Coyotes Holdings, LLC, a Delaware limited liability company that owns 100% of the outstanding membership interests in Arena Seller and 91.79% of the outstanding membership interests in Team Seller.

"**Home Game**" shall mean each pre-season, regular season and playoff game of the Team and any NHL All-Star game held at the Team's home arena, which is currently the Arena.

"**Indebtedness**" means indebtedness for borrowed money, including obligations evidenced by notes, bonds, debentures or similar instruments and any interest thereon and any fees or costs associated therewith.

"**Intellectual Property**" means any ownership or licensed rights in, to and under any (i) United States or foreign patents, (ii) technology or software (including data and related documentation), (iii) trademarks, service marks, trade names, trade dress, trade secrets, logos, symbols, emblems, corporate names, domain names and all goodwill associated with any of the foregoing (including the names "Phoenix Coyotes" and "Jobing.com Arena"), (iv) registered or unregistered copyrights, (v) any rights of publicity and/or (vi) other comparable intellectual property rights, including, in each case, any registrations, renewals or applications with any Governmental Entities pertaining thereto.

"**IRS**" means the United States Internal Revenue Service or any successor entity.

"**Knowledge**" of any matter or fact means an individual's actual awareness of that matter or fact, and the "Knowledge of the Sellers" and similar expressions shall mean the Knowledge of Earl Scudder and any person who has been a senior officer of either Seller from September 1, 2008 to the Closing, including without limitation Jerry Moyes, Doug Moss, Michael Nealy, Wayne Gretzky, Michael Bucek, Steve Weinreich, Jim Foss and each Seller's president, vice president, controller, general counsel and general manager.

"**Law**" means any law, code, statute, common law, rule, regulation, order, ordinance, judgment, decree, writ, injunction or directive of, or binding settlement with, any Governmental Entity.

"**League Contracts**" means Contracts entered into by the NHL on behalf of or that bind all Member Clubs.

"**Liability**" means any debt, liability or obligation (whether direct or indirect, known or unknown, absolute or contingent, accrued or unaccrued, or due or to become due).

"**Material Adverse Effect**" means any fact, event, circumstance or condition that has, or would have, a material adverse effect on (A) the Purchased Assets, the Assumed Liabilities, or the business, operations, financial condition or prospects of a Seller or (B) the ability of a Seller to consummate the transactions, and perform its obligations, hereunder.

"**Material Contract**" means any Contract that:

(i) imposes or will impose an obligation on a Seller to pay or repay, or entitles a Seller to receive, an amount in cash, goods, services or materials of $50,000 or more in the aggregate;

(ii) has a term beyond June 30, 2010 and is not terminable at will by a Seller;

(iii) materially restricts the ability of a Seller to conduct its business;

(iv) provides for the extension of credit to a Seller or for a bond, guaranty or indemnity by or to a Seller other than in the ordinary course of business, or pursuant to which a Seller is required to be a secondary-obligor (or surety) or otherwise be responsible or liable (whether primarily, jointly or secondarily) for the obligations or debts of any other Person other than as entered into in the ordinary course of business;

(v) relates to a joint venture or partnership in which a Seller is participating as partner or joint venturer or that otherwise involves a sharing of profits with a third party or which creates any joint venture governing the title, use, acquisition or disposition of any assets of a Seller;

(vi) is for the purchase or other acquisition or the sale or other disposition of any material assets of a Seller, other than in the ordinary course of business;

(vii) relates to the transmission or broadcast, through any medium of communications, of games of the Team and/or other Team-related activities;

(viii) is an NHL Agreement;

(ix) affects the ownership of, title to, use of, or any interest in real estate or other material assets of a Seller, including leases and subleases of real property or other material assets of a Seller;

(x) relates to the development, construction or use of the Arena, including the financing thereof and parking thereat, but other than, subject to clause (i) above, any Arena event use agreement made in the ordinary course of business;

(xi) is a licensing or royalty agreement or other agreement or commitment with respect to Intellectual Property other than, subject to clause (i) above, any Team or Arena sponsorship, marketing or advertising agreements made in the ordinary course of business and any "off-the-shelf" software;

(xii) is an agreement with any minor league affiliate, including any player development Contract;

(xiii) is a concession agreement relating to the sale of food, beverage or merchandise at events held at the Arena, including Home Games;

(xiv) is a ticketing services agreement relating to sales of tickets to events held at the Arena, including Home Games;

(xv) is entered into in connection with the settlement of any legal proceeding;

(xvi) relates to the adjacent property known as the Westgate City Center; or

(xvii) is otherwise material to the operation of either Seller's business as presently conducted or anticipated to be conducted.

Notwithstanding the foregoing, "Material Contracts" excludes Employment and Independent Contractor Contracts, Employee Benefit Plans and League Contracts.

"**Member Club**" means a professional hockey club that is designated as being a member club of the NHL under the NHL Constitution and holding a franchise from the NHL for the operation of a hockey club in a specified city.

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

"**Multiemployer Plan**" means each Employee Benefit Plan set forth on Schedule 1.1(c) in effect on the date hereof in which any current or former employee of a Seller is eligible to participate pursuant to a Collective Bargaining Agreement or NHL Rules.

"**Net Profit**" means the aggregate consideration received by the Buyers or any direct or indirect parent entity of the Buyers upon consummation of a Team Sale, less (i) the aggregate consideration paid by the Buyers pursuant to Sections 3.1(a) – (b) of this Agreement, including the amount of all Assumed Liabilities (including, for the avoidance of doubt, all Assumed Liabilities relating to Indebtedness owed by the Sellers to the NHL and SOF and Cure Costs with respect to Assumed Contracts, including the AMULA and the Glendale Contracts, to the extent they become Assumed Contracts in accordance with Sections 2.12 and 2.14, respectively), less (ii) the aggregate amount paid by the Buyers for Purchased Claims pursuant to Section 8.4, less (iii) any additional amounts invested in, or loaned to or paid on behalf of, the Buyers by the NHL or any NHL Entity or any Affiliates thereof, including any interest charged thereon, during the period between the Closing Date and the consummation of such Team Sale, net of any amounts returned by way of loan repayment, dividend or distribution to the NHL or any NHL Entity or any Affiliates thereof, less (iv) the aggregate amount reasonably expected to be paid by the Buyers under the Transition Services Agreement during the period between the consummation of such Team Sale and June 30, 2010 with respect to any Glendale Contracts that, prior to the consummation of such Team Sale, have not either expired (without renewal), been terminated with the consent of all parties thereto or become Assumed Contracts in accordance with Section 2.14, less (v) any Indebtedness of the Buyers not included in clause (iii) above that is outstanding at the time of consummation of such Team Sale and is not assumed by the purchaser in such Team Sale, less (vi) fees and expenses (including attorneys' and accountants' fees and expenses) incurred by the NHL or the Buyers in connection with such Team Sale, not to exceed $1,000,000. For the avoidance of doubt, the calculation of Net Profit shall not include (x) any relocation fees or other payments made directly to the NHL or to the Member Clubs in connection with any Team Sale, (y) more than $2,000,000 in fees and expenses (including attorneys' and experts' fees and expenses) incurred by the Buyers, the NHL and any NHL Entity or Affiliate thereof in connection with the Bankruptcy Case or this Agreement, or (z), notwithstanding clause (y) above, any fees and expenses (including attorneys' and experts' fees and expenses) incurred by the Buyers, the NHL or any NHL Entity or Affiliate thereof in connection with litigation that is not directly related to the Bankruptcy Case or this Agreement (including, without limitation, any litigation based on alleged antitrust violations).

"**NHL**" means the National Hockey League, a joint venture organized as an unincorporated association not for profit, and any successor thereto. References herein to "NHL" shall be deemed to include, where appropriate from the context, (i) each of the component parts or offices of the NHL, including the NHL Board of Governors, the Chairman of the NHL Board of Governors, the NHL Commissioner, the Office of the Commissioner of the NHL, the

Executive Committee of the NHL Board of Governors, any other committee, body or offices duly created by the NHL Board of Governors or the NHL Commissioner from time to time, and the Member Clubs collectively, and (ii) related entities owned directly or indirectly by all of the Member Clubs.

"**NHL Agreements**" means all Contracts between the NHL or any Affiliate thereof, on the one hand, and Team Seller or Holdings, on the other hand, including that certain (i) License Agreement (United States) between Team Seller (together with other Member Clubs) and NHL Enterprises, L.P. and (ii) License Agreement (Canada) between Team Seller (together with other Member Clubs) and NHL Enterprises, L.P.; provided, however that each of (A) the Existing Consent Agreement and (B) the Moyes Guaranty shall not be deemed "NHL Agreements".

"**NHL Board of Governors**" means the Board of Governors of the NHL, as established under the NHL Constitution, and any successor chief governing body of the NHL that may be later established.

"**NHL By-Laws**" means the By-Laws of the NHL, as adopted under the NHL Constitution, as the same may be amended from time to time.

"**NHL Collective Bargaining Agreement**" means that certain Collective Bargaining Agreement, effective September 16, 2004 through September 15, 2011, between the NHL and the NHLPA, and any successor to such agreement, and any and all Contracts, memoranda of understanding or other instruments in effect from time to time that govern the overall relationship between the NHL and its players.

"**NHL Commissioner**" means the person designated as Commissioner of the NHL from time to time or, in the absence of an NHL Commissioner, any person or entity succeeding to the powers and duties of the NHL Commissioner under the NHL Constitution.

"**NHL Consent Agreement**" means a written consent for the approval of the transfer of the franchise to Team Buyer pursuant to the NHL Rules.

"**NHL Constitution**" means the Constitution of the NHL, as adopted by the Member Clubs, as the same may be amended from time to time, and any and all actions taken thereunder, including all bulletins, guidelines, policies, directives and decisions issued by the NHL Commissioner.

"**NHL Entities**" means entities jointly owned by all Member Clubs, including NHL Enterprises, L.P., NHL Enterprises, Inc., NHL Enterprises Canada, L.P., National Hockey League Enterprises Canada, Inc., NHL Enterprises B.V. and Intra-Continental Ensurers.

"**NHL Guaranty**" means a guaranty executed in favor of the NHL as required by the NHL Rules.

"**NHL Obligations**" means obligations with respect to (i) the Indebtedness of Team Seller pursuant to the Secured Credit Agreement, dated February 24, 2009, by and between Team Seller and the NHL, (ii) the Indebtedness of the Sellers pursuant to the debtor-in-possession financing provided by the NHL, and (iii) the Liabilities set forth in Schedule 1.1(d).

"**NHLPA**" means the National Hockey League Players Association and any successor organization thereto.

"**NHL Resolutions**" means the resolutions of the NHL Board of Governors, as adopted from time to time.

"**NHL Rules**" means (i) the NHL Constitution, (ii) the NHL By-Laws, (iii) the governing documents of each of the NHL, the NHL Entities and any NHL Member Clubs, (iv) all other existing or future rules, regulations, interpretations, memoranda, procedures, directives, policies, guidelines and resolutions of each of the NHL and the NHL Entities, (v) the NHL Collective Bargaining Agreement, the Collective Bargaining Agreement between the NHL and the National Hockey League Officials' Association and all other agreements, consent agreements, decrees, cooperation agreements and settlement agreements presently or hereafter in effect or entered into between or among the NHL or any NHL Entity or Entities, on the one hand, and the NHL Member Clubs generally, on the other hand, or any NHL Entity or Entities and/or the NHL Member Clubs generally, on the one hand, and other persons, on the other hand, in furtherance of the NHL's (or any NHL Entity's) business or interests or as otherwise authorized, directly or indirectly, by the NHL Board of Governors, the NHL Commissioner, the applicable NHL Entity, the NHL Constitution or the NHL By-Laws, (vi) the NHL Resolutions, and (vii) the NHL Commissioner's interpretation of, opinions concerning, and the custom and practice under, any of the foregoing, all as may be amended from time to time.

"**NSC**" has the meaning specified in Section 2.1(ix).

"**Occupational Health and Safety Law**" means any Law designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, including the Occupational Safety and Health Act, and any program, whether governmental or private, designed to provide safe and healthful working conditions.

"**Order**" means any decree, injunction, judgment, order, ruling, binding settlement agreement or writ entered, issued or rendered by any arbitrator or Governmental Entity.

"**ordinary course of business**" and all similar expressions means in the ordinary course of the applicable Seller's business consistent with past custom and practice (including with respect to quantity and frequency).

"**Partial Lease Assignment Agreement**" has the meaning specified in Section 2.12(a).

"**Permit**" means any approval, authorization, consent, qualification, registration, license, permit, franchise, certificate of authority or occupancy or order, or any waiver of the foregoing, required to be obtained from or issued by, or any notice, statement or other communication required to be filed with or delivered to, any Governmental Entity or the NHL or under the NHL Rules, including the NHL Consent Agreement.

"**Permitted Encumbrance**" means any Encumbrance (i) listed on Schedule 1.1(e) that is a matter of record on any leased real property that is a Purchased Asset or (ii) constitutes a lien for Taxes not yet due and payable.

"**Person**" means an individual or any corporation, limited liability company, partnership, association, trust or other entity or organization, including a Governmental Entity.

"Post-Closing Tax Period" means any Tax Period beginning after the end of the Closing Date and, with respect to any period beginning on or before the Closing Date and ending after the Closing Date, the portion of such period beginning after the end of the Closing Date.

"**Pre-Closing Tax Period**" means any Tax period ending on or before the end of the Closing Date and, with respect to any Tax period beginning on or before the Closing Date and ending after the Closing Date, the portion of such period ending on the end of the Closing Date.

"**Preferred Glendale Team Sale**" means a Glendale Team Sale meeting the requirements set forth in Section 2.12(d).

"**Purchased Arena Assets**" has the meaning specified in Section 2.3.

"**Purchased Assets**" means the Purchased Arena Assets and the Purchased Team Assets, collectively.

"**Purchased Claims**" has the meaning specified in Section 8.4.

"**Purchased Team Assets**" has the meaning specified in Section 2.1.

"**Release**" means any release, spill, emission, leak, pumping, pouring, dumping, emptying, injection, deposit, disposal, discharge, dispersal, leaching, or migration on or into the indoor or outdoor environment or into or out of any property.

"**Representatives**" shall mean a party's Affiliates and its and its Affiliate's directors, officers, employees, agents and direct and indirect investors (including attorneys, accountants, consultants, lenders and financial advisors).

"**Sale Hearing**" means the hearing conducted by the Bankruptcy Court to approve the Sale Motion.

"**Sale Motion**" means the motion or motions filed pursuant to the provisions of Sections 363 and 365 of the Bankruptcy Code to obtain the Sale Order.

"**Sale Order**" means an Order of the Bankruptcy Court, which Order shall be in form and substance acceptable to the Buyers, in their reasonable discretion, and substantially in the form attached hereto as Exhibit D, (i) approving, and authorizing the Sellers to consummate, this Agreement and the transactions contemplated hereby (including the sale of the Purchased Assets to the Buyers free and clear of all Encumbrances except the Permitted Encumbrances and the assumption and assignment of the Assumed Contracts); (ii) declaring or confirming that the Commissioner of the NHL or his designees have the sole right to operate and control the operations of the Team, effective immediately upon entry by the Bankruptcy Court of such Sale Order; (iii) determining (or establishing a procedure to finally determine, prior to the Closing Date) the Cure Costs for the Assumed Contracts as of the Closing Date; (iv) authorizing the assumption by the Sellers, and then their assignment to the Buyers, of the Assumed Contracts in accordance with Section 365 of the Bankruptcy Code; (v) providing that the Buyers are not the successors to the Sellers of their respective bankruptcy estates by reason of any theory of law or equity and that the Buyers have not assumed any Liability of the Sellers or their bankruptcy estates except as otherwise expressly provided in this Agreement; (vi) providing that the Assumed Contracts are transferred and assigned at Closing to the Buyers and that such Assumed Contracts will remain in full force and effect in accordance with their respective terms and notwithstanding any provisions in any such Assumed Contracts that prohibit, restrict or condition such assignment or transfer; (vii) providing that the Buyers have no obligation to pay any Liabilities of the Sellers of any kind, except as expressly provided in this Agreement; (viii) finding that notice of the Sale Motion, and any opportunity to object, was properly served by the Sellers on all known creditors of the Sellers; (ix) finding that the Buyers are good faith purchasers within the meaning of Section 363(m) of the Bankruptcy Code; (x) confirming that the Buyers may accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale) in their sole discretion, notwithstanding any higher or better offer or indication of interest that would result in a relocation of the Team and that no party other than the City shall have standing to object or otherwise challenge the Buyers' decision to accept any Glendale Team Sale (whether

or not a Preferred Glendale Team Sale); (xi) authorizing the Sellers to enter into the Transition Services Agreement and the Partial Lease Assignment Agreement and determining that such agreements are enforceable against any counterparty to a Glendale Contract or the AMULA that has not objected to the Sale Order; (xii) providing for the Bankruptcy Court to retain jurisdiction for purposes of resolving any dispute with respect to the determination of Net Profit (including determining the appropriateness of any relocation fee); and (xiii) providing such other and further relief as reasonably requested by the Buyers.

"**Securities**" means any and all debt and equity securities and other ownership interests in whatever form, whether certificated or uncertificated, including common stock, preferred stock or other capital stock, membership, partnership or participation interests or units, and notes, bonds, debentures or other similar debt instruments, including any securities, warrants, options or rights convertible into or exercisable for any of the foregoing.

"**Seller**" has the meaning specified in the preamble to this Agreement.

"**Service Termination Date**" has the meaning specified in Section 2.14(d).

"**SOF**" means SOF Investments, L.P.

"**SOF Indebtedness**" means the Indebtedness and other obligations of the Sellers pursuant to, collectively, (i) the Credit Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC, and SOF Investments, L.P., as amended; (ii) Pledge Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.; (iii) Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.; (iv) Trademark Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.; (v) COA Account Control Agreement, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, SOF Investments, L.P. and Wells Fargo Bank, N.A.; and (vi) Leasehold Deed of Trust by, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, First American Title Insurance Company and SOF Investments, L.P.

"**Subsidiary**" means, (i) a corporation, at least 50% of the total voting power of shares of stock, other equity interest or other shares of beneficial interest entitled (irrespective of whether, at the time, stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) to vote in the election of directors, managers or trustees of such corporation or generally entitled to share in the profits or capital of such legal entity is at the time owned or controlled, directly or indirectly, by a Seller or one or more of the other Subsidiaries of a Seller or a combination of a Seller and/or Subsidiaries thereof, or (ii) a partnership, limited liability company, association, joint venture or other business entity (other than a corporation), at least a majority of the partnership, joint venture or

other similar ownership interest of such entity is at the time owned or controlled, directly or indirectly, by a Seller or a combination of a Seller and/or Subsidiaries thereof.

"**Tax**" or "**Taxes**" means (i) any and all United States federal, state, local and Canadian or other foreign taxes, assessments and other governmental charges, duties, impositions and liabilities, including taxes based upon or measured by gross receipts, income, profits, sales, use and occupation, and value added, ad valorem, transfer, franchise, withholding, payroll, recapture, employment, excise and property taxes, together with all interest, penalties, additions or additional amounts imposed with respect to such amounts; and (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of (a) being a member of an affiliated, consolidated, combined or unitary group for any period, (b) being a transferee of or successor in interest to any person or entity or (c) an express or implied obligation to any Person.

"**Tax Proceeding**" has the meaning specified in Section 8.1(c).

"**Tax Return**" means a return (including any information return), report, statement, schedule, notice, form or other document or information required to be supplied to a Governmental Entity in connection with the determination, assessment, collection or payment of any Tax or in connection with the administration, implementation or enforcement or compliance with any Law relating to any Tax, including, where permitted or required, combined or consolidated returns for any group of entities that includes any Affiliate.

"**Team**" has the meaning specified in Recital A.

"**Team Buyer**" has the meaning set forth in the preamble.

"**Team Cure Costs**" has the meaning set forth in Section 2.6(a)(vi).

"**Team Sale**" means the direct or indirect sale, transfer or other disposition of the Team to an unaffiliated third party, whether pursuant to a merger, consolidation, reorganization, share exchange, transfer of equity securities or disposition of all or substantially all of the assets of the Team Buyer.

"**Team Seller**" has the meaning set forth in the preamble.

"**Termination Date**" has the meaning specified in Section 10.1(e).

"**Transaction Documents**" means this Agreement and each other agreement or instrument contemplated to be executed and delivered by one or more of the parties pursuant hereto.

"**Transaction Taxes**" has the meaning specified in Section 8.1(b).

"**Transferred Employees**" has the meaning specified in Section 8.2(a).

"**Transition Services Agreement**" has the meaning specified in Section 2.14(c).

"**Valuation Expert**" has the meaning specified in Section 3.2.

1.2 Interpretation. For all purposes of this Agreement, except as otherwise expressly provided:

(a) the terms defined in this Article I have the meanings assigned to them in this Article I and include the plural as well as the singular;

(b) all references in this Agreement to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of the body of this Agreement;

(c) pronouns of either gender or neuter shall include, as appropriate, the other pronoun forms;

(d) the words "herein," "hereof," "hereby," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision;

(e) the words "include," "including" and other words of similar import mean "include, without limitations" or "including, without limitation," regardless of whether any reference to "without limitation" or words of similar import is made; and

(f) whenever the word "Dollar" or the symbol "$" is used herein, it shall refer to United States dollars unless otherwise specified.

ARTICLE II

THE PURCHASE AND SALE OF ASSETS; ASSUMPTION OF LIABILITIES

2.1 Purchase and Sale of the Purchased Team Assets. Subject to entry of the Sale Order by the Bankruptcy Court and the terms and conditions set forth in this Agreement, at the Closing, the Team Buyer shall purchase, acquire and accept from the Team Seller, and the Team Seller shall sell, transfer, assign, convey and deliver to the Team Buyer, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the Purchased Team Assets. "**Purchased Team Assets**" shall mean all of the Team Seller's right, title and interest (including indirect and other forms of beneficial ownership) in the properties, assets and rights of every kind and nature related to the operation of the Team, whether tangible or intangible, real or personal and wherever located and by whomever possessed, including the following, but excluding the Excluded Team Assets and the Purchased Arena Assets:

(i) the Team's NHL franchise and the Team Seller's membership rights in the NHL and all other rights, privileges and benefits incidental thereto or otherwise granted to a Member Club by the NHL, including the Team Seller's right to receive amounts payable to the Team Seller by the NHL pursuant to NHL Rules or the NHL Collective Bargaining Agreement (e.g., league-wide television revenues generated by the NHL and distributions under the NHL's Player Compensation Cost Redistribution System);

(ii) all rights of the Team Seller under the Assumed Contracts to which the Team Seller is a party or to which assets of the Team Seller are subject;

(iii) all of the Intellectual Property of the Team Seller;

(iv) all goodwill, telephone numbers, facsimile numbers and e-mail addresses of the Team Seller;

(v) all tangible personal property of the Team Seller used in the operation of the Team, such as machinery, equipment, furniture and fixtures, supplies, motor vehicles, computers and computer software (subject to the terms of any lease or license agreement in effect with respect to the foregoing), including training room supplies, exercise and fitness equipment, audio-visual equipment, uniforms, skates, protective equipment, medical equipment, hockey sticks, pucks, office supplies and water coolers;

(vi) the Team Seller's inventory of Team novelties, souvenirs and other resale items on hand as of the Closing Date;

(vii) all receivables of the Team Seller as of the Closing Date;

(viii) the Team Seller's ownership or membership interests in all NHL Entities;

(ix) the Team Seller's equity interests in 3051349 Nova Scotia Company, a Nova Scotia unlimited liability company ("**NSC**");

(x) all insurance benefits, including rights and proceeds, arising from or related to the Purchased Team Assets or the Assumed Team Liabilities prior to the Closing;

(xi) all sales data, ticketholder lists, supplier lists and advertising, marketing and promotional materials relating to the Team;

(xii) the Team Seller's ownership interest in all copyrighted broadcasts of Team games and other Team-related programming;

(xiii) the books and records of the Team Seller and any predecessor entity;

(xiv) the Team Seller's interest in all leasehold improvements in premises occupied by the Team Seller;

(xv) all Permits used in the operation of the Team, to the extent transferable;

(xvi) the Employee Benefit Plans of the Team Seller set forth on Schedule 2.1(xvi) and the assets and rights of the Team Seller thereunder, and the rights and assets of the Team Seller under Multiemployer Plans administered or sponsored by the NHL for the benefit of Member Clubs, including the right to have Transferred Employees continue to participate therein;

(xvii) all rights of the Team Seller under or pursuant to all warranties (express or implied), representations or guarantees provided by third parties relating to any of the other Purchased Team Assets;

(xviii) all deposits, credits, prepaid expenses, deferred charges, advanced payments, security deposits, escrowed funds, rights to refunds, offsets, set asides and prepaid items relating to the Purchased Team Assets or Assumed Team Liabilities;

(xix) all bank accounts, safety deposit boxes, lock boxes and the like of the Team Seller;

(xx) all Actions pending or threatened by, or available to, Team Seller against the Buyers, the NHL, any NHL Entity, any Member Club, and any of their respective Affiliates and Representatives of any nature whatsoever, whether choate or inchoate, known or unknown, contingent or otherwise, other than claims solely to enforce the provisions of this Agreement and the other Transaction Documents; and

(xxi) all claims and causes of action of the Team Seller and its bankruptcy estate against third parties to enforce rights, including indemnification and offset rights, related to any of the other Purchased Team Assets.

2.2 Excluded Team Assets. Nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Team Assets to the Team Buyer, and the Team Seller shall retain all right, title and interest to, in and under the Excluded Team Assets. "**Excluded Team Assets**" shall mean the following assets of the Team Seller:

(i) all cash, cash equivalents and marketable securities of the Team Seller other than as described in Section 2.1(xviii);

(ii) all rights of the Team Seller under Contracts that are not Assumed Contracts, including the Contracts set forth on Schedule 2.2(ii) and the Glendale Contracts unless and until they become Assumed Contracts;

(iii) all defenses, claims, counter-claims, rights of offset and other Actions against any Person asserting or seeking to enforce any Excluded Team Liability against the Team Seller;

(iv) any rights of the Team Seller under this Agreement;

(v) any avoidance Actions, including, but not limited to, Actions under Chapter 5 of the Bankruptcy Code;

(vi) any income Tax refunds or credits arising out of the operation of the Team prior to the Closing Date;

(vii) the Actions of the Team Seller against (x) The Pennsylvania State University and (y) the National Lacrosse League;

(viii) any books and records related to the Team Seller's employees that are not being hired by the Team Buyer at or after the Closing, the transfer of which would conflict with any confidentiality or privacy obligations of the Team Seller under applicable Law; and

(ix) the ownership interest of the Team Seller in any other Person, including Arizona Lacrosse, LLC, Coyotes Charities and Dewey Ranch Hockey, LLC, but excluding NSC and the NHL Entities.

2.3 Purchase and Sale of the Purchased Arena Assets. Subject to entry of the Sale Order by the Bankruptcy Court and the terms and conditions set forth in this Agreement, at the Closing, the Arena Buyer shall purchase, acquire and accept from the Arena Seller, and the Arena Seller shall sell, transfer, assign, convey and deliver to the Arena Buyer, free and clear of all Encumbrances (except for Permitted Encumbrances), all of the Purchased Arena Assets. "**Purchased Arena Assets**" shall mean all of the Arena Seller's right, title and interest (including indirect and other forms of beneficial ownership) in the properties, assets and rights of every kind and nature related to the operation of the Arena, whether tangible or intangible, real or personal and wherever located and by whomever possessed, including the following, but excluding the Excluded Arena Assets and the Purchased Team Assets:

(i) all rights of the Arena Seller under the Assumed Contracts to which the Arena Seller is a party or to which assets of the Arena Seller are subject;

(ii) all of the Intellectual Property of the Arena Seller;

(iii) all goodwill, telephone numbers, facsimile numbers and e-mail addresses of the Arena Seller;

(iv) all tangible personal property of the Arena Seller used in the operation of the Arena, such as machinery, equipment, furniture and fixtures, supplies, motor vehicles, computers and computer software (subject to the terms of any lease or license agreement in effect with respect to the foregoing), including Zamboni ice resurfacing machines, dasher boards, team boxes, penalty boxes, scoreboards, static and non-static signage, goals and standards and the ice surface;

(v) the Arena Seller's inventory of Arena novelties, souvenirs and other resale items on hand as of the Closing Date;

(vi) all receivables of the Arena Seller as of the Closing Date;

(vii) all insurance benefits, including rights and proceeds, arising from or related to the Purchased Arena Assets or the Assumed Arena Liabilities prior to the Closing;

(viii) all sales data, ticketholder lists, supplier lists and advertising, marketing and promotional materials relating to the Arena;

(ix) the Arena Seller's ownership interest in all copyrighted broadcasts of Arena events (other than Home Games and other Team-related programming);

(x) the books and records of the Arena Seller and any predecessor entity;

(xi) the Arena Seller's interest in all leasehold improvements in premises occupied by the Arena Seller;

(xii) all Permits used in the operation of the Arena, to the extent transferable;

(xiii) the Employee Benefit Plans of the Arena Seller set forth on Schedule 2.3(xiii) and the assets and rights of the Arena Seller thereunder, and the rights and assets of the Arena Seller under Multiemployer Plans administered or sponsored by the NHL for the benefit of Member Clubs, including the right to have Transferred Employees continue to participate therein;

(xiv) all rights of the Arena Seller under or pursuant to all warranties (express or implied), representations or guarantees provided by third parties relating to any of the other Purchased Arena Assets;

(xv) all deposits, credits, prepaid expenses, deferred charges, advanced payments, security deposits, escrowed funds, rights to refunds, offsets, set asides and prepaid items relating to the Purchased Arena Assets or Assumed Arena Liabilities (including amounts relating to events not involving the Team);

(xvi) all bank accounts, safety deposit boxes, lock boxes and the like of the Arena Seller;

(xvii) all Actions pending or threatened by, or available to, Arena Seller against the Buyers, the NHL, any NHL Entity, any Member Club, and any of their respective Affiliates and Representatives of any nature whatsoever, whether choate or inchoate, known or unknown, contingent or otherwise, other than claims solely to enforce the provisions of this Agreement and the other Transaction Documents; and

(xviii) all claims and causes of action of the Arena Seller and its bankruptcy estate against third parties to enforce rights, including indemnification and offset rights, related to any of the other Purchased Arena Assets.

2.4 Excluded Arena Assets. Nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Arena Assets to the Arena Buyer, and the Arena Seller shall retain all right, title and interest to, in and under the Excluded Arena Assets. "**Excluded Arena Assets**" shall mean the following assets of the Arena Seller:

(i) all cash, cash equivalents and marketable securities of the Arena Seller other than as described on Section 2.3(xv);

(ii) all rights of the Arena Seller under Contracts that are not Assumed Contracts, including the Contracts set forth on Schedule 2.4(ii) and the Glendale Contracts unless and until they become Assumed Contracts;

(iii) all defenses, claims, counter-claims, rights of offset and other Actions against any Person asserting or seeking to enforce any Excluded Arena Liability against the Arena Seller;

(iv) any rights of the Arena Seller under this Agreement;

(v) any avoidance Actions, including, but not limited to, Actions under Chapter 5 of the Bankruptcy Code;

(vi) any income Tax refunds or credits arising out of the operation of the Arena prior to the Closing Date;

(vii) any books and records related to the Arena Seller's employees that are not being hired by the Arena Buyer at or after the Closing, the transfer

of which would conflict with any confidentiality or privacy obligations of the Arena Seller under applicable Law; and

(viii) the ownership interest of the Arena Seller in any other Person.

2.5 Assumption of Team Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, at and as of the Closing, the Team Buyer shall assume and agree to perform, discharge and satisfy when due in accordance with their respective terms, the following Liabilities of the Team Seller (the "**Assumed Team Liabilities**"):

(i) Liabilities to the extent arising out of or relating to the ownership of the Purchased Team Assets, or the operation of the Team, by the Team Buyer that accrue following the Closing;

(ii) Liabilities under any of the Assumed Contracts arising out of or relating to performance by the Team Buyer thereunder that accrue after the Closing;

(iii) Liabilities accruing after the Closing with respect to Claims arising out of the employment by Team Buyer of any of the Transferred Employees; and

(iv) Liabilities with respect to the pending player grievances under the NHL Collective Bargaining Agreement specified on Schedule 2.5(a)(iv).

(b) From the date hereof through the Closing Date, the Team Seller shall use reasonable best efforts to obtain settlements or stipulations (but without any obligation of the Team Seller to pay any material amount in respect of such settlements) with any Person that objects to the assumption by the Team Seller and assignment to the Team Buyer of an Assumed Contract of the Team Seller or any related Team Cure Cost.

2.6 Excluded Team Liabilities. Notwithstanding any provision in this Agreement to the contrary, the Team Buyer shall not assume or be deemed to have assumed and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of the Team Seller, and the Team Seller shall be solely and exclusively liable with respect to all Liabilities of the Team Seller, other than the Assumed Team Liabilities (such Liabilities other than the Assumed Team Liabilities, collectively, the "**Excluded Team Liabilities**"). In furtherance of and without limiting the foregoing, Excluded Team Liabilities shall include:

(i) any Liabilities primarily arising out of, resulting from, or related to the Excluded Team Assets;

(ii) any Liabilities of the Team Seller arising out of, resulting from or related to this Agreement or the transactions contemplated hereby;

(iii) any Liabilities for (a) Taxes of the Team Seller, Holdings or any member of any consolidated, affiliated, combined or unitary group of which Team Seller or Holdings is or has been a member, for any period, (b) Taxes related to the operation of the Team for any period (or portion of any period) ending on or before the Closing Date or (c) Transaction Taxes;

(iv) any Liabilities that are not related to, or were not incurred in connection with, the Business;

(v) any obligations to pay unpaid amounts under the Allowable Unsecured Claims of the Team Seller set forth in Schedule 2.6(v) (as such Schedule may be amended or modified up through the date that is two (2) Business Days prior to the Closing Date as set forth in this Agreement); and

(vi) all unpaid amounts or unsatisfied obligations that must be paid or satisfied to effectuate, according to the Sale Order, the assumption by the Team Seller and assignment to the Team Buyer of the Assumed Contracts of the Team Seller ("**Team Cure Costs**"), except to the extent such Team Cure Costs are included as Allowable Unsecured Claims on Schedule 2.6(v) and are purchased by the Team Buyer in accordance with Section 8.4.

2.7 Assumption of Arena Liabilities.

(a) Subject to the terms and conditions set forth in this Agreement, at and as of the Closing, the Arena Buyer shall assume and agree to perform, discharge and satisfy when due in accordance with their respective terms, the following Liabilities of the Arena Seller (the "**Assumed Arena Liabilities**"):

(i) Liabilities to the extent arising out of or relating to the ownership of the Purchased Arena Assets, or the operation of the Arena, by the Arena Buyer that accrue following the Closing;

(ii) Liabilities under any of the Assumed Contracts arising out of or relating to performance by the Arena Buyer thereunder that accrue after the Closing; and.

(iii) Liabilities accruing after the Closing with respect to Claims arising out of the employment by Arena Buyer of any of the Transferred Employees.

(b) From the date hereof through the Closing Date, the Arena Seller shall use reasonable best efforts to obtain settlements or stipulations (but without any obligation from the Arena Seller to pay any material amount in respect of such settlements) with any Person that objects to the assumption by the Arena Seller and assignment to the Arena Buyer of an Assumed Contract of the Arena Seller or any related Arena Cure Cost.

2.8 Excluded Arena Liabilities. Notwithstanding any provision in this Agreement to the contrary, the Arena Buyer shall not assume or be deemed to have assumed and shall not be obligated to assume or be obligated to pay, perform or otherwise discharge any Liability of the Arena Seller, and the Arena Seller shall be solely and exclusively liable with respect to all Liabilities of the Arena Seller, other than the Assumed Arena Liabilities (such Liabilities other than the Assumed Arena Liabilities, collectively, the "**Excluded Arena Liabilities**"). In furtherance of and without limiting the foregoing, Excluded Arena Liabilities shall include:

(i) any Liabilities primarily arising out of, resulting from, or related to the Excluded Arena Assets;

(ii) any Liabilities of the Arena Seller arising out of, resulting from or related to this Agreement or the transactions contemplated hereby;

(iii) any Liabilities for (a) Taxes of the Arena Seller, Holdings or any member of any consolidated, affiliated, combined or unitary group of which Arena Seller or Holdings is or has been a member, for any period, (b) Taxes related to the operation of the Arena for any period (or portion of any period) ending on or before the Closing Date or (c) Transaction Taxes;

(iv) any Liabilities that are not related to, or were not incurred in connection with, the Business;

(v) any obligations to pay unpaid amounts under the Allowable Unsecured Claims of the Arena Seller set forth in Schedule 2.8(v) (as such Schedule may be amended or modified up through the date that is two (2) Business Days prior to the Closing Date as set forth in this Agreement); and

(vi) all unpaid amounts or unsatisfied obligations that must be paid or satisfied to effectuate, according to the Sale Order, the assumption by the Arena Seller and assignment to the Arena Buyer of the Assumed Contracts of the Arena Seller

("**Arena Cure Costs**"), except to the extent such Arena Cure Costs are included as Allowable Unsecured Claims on Schedule 2.8(v) and are purchased by the Arena Buyer in accordance with Section 8.4.

2.9 Contract Rejection and Assumption.

(a) Schedule 2.9 sets forth the Sellers' good faith estimate of the Cure Costs required to cure monetary defaults or breaches under the Assumed Contracts, the AMULA and the Glendale Contracts as of the Closing Date. The Sale Order shall determine, or establish a procedure to finally determine prior to the Closing Date, the Cure Costs for the Assumed Contracts, the AMULA and the Glendale Contracts as of the Closing Date. The Buyers shall have the option, which shall be exercisable at their sole discretion no later than two (2) Business Days prior to the Closing Date, to (i) exclude from the Purchased Assets any Contract previously identified as an Assumed Contract to the extent the Sellers have materially understated the Cure Cost therefor as set forth in the Sale Order, or (ii) add to the Assumed Contracts any Contract not previously identified as an Assumed Contract. Upon the Buyers' exercise of the option in the preceding sentence, Schedule 1.1(a) shall be deemed to be modified to give effect to such change as of the date hereof.

(b) Notwithstanding anything herein to the contrary, the Sellers shall, pursuant to Section 365 of the Bankruptcy Code and the terms of this Agreement, move the Bankruptcy Court for the entry of one or more Final Orders authorizing the Sellers to assume and assign to the Buyers (x) at the Closing any Contracts added as Assumed Contracts by the Buyers that were not previously included on Schedule 1.1(a) pursuant to the exercise of the option in Section 2.9(a), (y) the AMULA, to the extent the Buyers elect to assume the AMULA, subject to amendment, pursuant to Section 2.12(c) or (e), and (z) any Glendale Contract which the Buyers elect to assume pursuant to Section 2.14(b) (collectively, "**Added Contracts**"). In the event any Added Contracts cannot be assumed and assigned at the Closing, the Sellers shall proceed expeditiously after such Contracts become Added Contracts to obtain such relief.

2.10 Cure of Defaults. Except with respect to Cure Costs reflected in or included as Allowable Unsecured Claims on Schedules 2.6(v) and 2.8(v) which are purchased by the Buyers in accordance with Section 8.4 and which shall be the obligation of the Buyers, pursuant to the terms of the Sale Order or any other Final Order, the Sellers shall, on the Closing Date or such later date as may be set forth in the Sale Order or any other Final Order of the Bankruptcy Court with respect to Added Contracts, pay to such Person the Cure Cost set forth in the Sale Order necessary to cure any and all outstanding and unsatisfied monetary defaults and breaches under and satisfy (or, with respect to any Assumed Liability that cannot be rendered non-contingent and liquidated prior to the Closing Date, make effective provision reasonably satisfactory to the Bankruptcy Court for satisfaction from funds of the Sellers) any Assumed Liability with respect to each Assumed Contract with such Person as may be assumed by the Sellers and assigned to the Buyers in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement. The parties hereto acknowledge and agree that each Allowable Unsecured Claim set forth on Schedules 2.6(v) and 2.8(v) which is marked by a hash symbol (#) does not reflect or include any Cure Costs. In cases in which the Sellers and the

Buyers are unable to establish in good faith that a default exists with respect to an Assumed Contract, the Sellers shall require that the Bankruptcy Court determine that the relevant Cure Cost for such Assumed Contract is $0.

2.11 Assignments. The Sellers shall transfer and assign all Assumed Contracts to the Buyers, and the Buyers shall assume all Assumed Contracts from the Sellers, as of the Closing Date or such later date as the parties may specify with respect to Added Contracts pursuant to Section 365 of the Bankruptcy Code and the Sale Order or any other Final Order.

2.12 Treatment of AMULA.

(a) Prior to the Closing, the Buyers will enter into a partial lease assignment agreement with the Sellers substantially in the form attached as Exhibit E hereto, with such changes as may mutually be agreed to by the Buyers and the Sellers ("**Partial Lease Assignment Agreement**") pursuant to which, (i) the Sellers will assign to the Buyers, pursuant to Section 17.2 of the AMULA, all of the Sellers' rights under the AMULA; (ii) the Buyers will pay either to the Sellers or to the City on behalf of the Sellers, on or before the dates such payments are due under the terms of the AMULA, all rent and other amounts payable by the Sellers under the AMULA; and (iii) the Buyers will comply with such other obligations of the Sellers under the AMULA as the Buyers and the Sellers shall mutually agree. The Partial Lease Assignment Agreement shall terminate on the earlier of (x) June 30, 2010 and (y) the date of consummation of a Glendale Team Sale. The Sellers shall give notice to the City in accordance with Section 17.2.1 of the AMULA and take such other action as is necessary or appropriate in connection with the Partial Lease Assignment Agreement to effectuate the partial assignment of rights and obligations provided thereby.

(b) The Sellers agree not to reject the AMULA prior to the latest date on which they are required to make such determination under the Bankruptcy Code and to use their reasonable best efforts to obtain an Order extending such date until June 30, 2010, including seeking the Consent of the City to such extension. Team Seller and Arena Seller further agree that, if they reject the AMULA, the Sellers shall take all actions required to ensure that such rejection does not become effective until June 30, 2010.

(c) From and after the date of this Agreement, the Buyers will use their commercially reasonable efforts to negotiate with the City an amendment to the AMULA upon terms and conditions mutually satisfactory to the Buyers and the City, which terms shall include the ability of the Buyers to assign the AMULA to any Person approved by the NHL. In the event that the Buyers and the City agree to execute an amendment to the AMULA prior to the effective date of any rejection of the AMULA by the Sellers, then (i) the Sellers shall withdraw any motion to reject the AMULA and take such other action as may be required to obtain an Order of the Bankruptcy Court determining that the AMULA is not rejected, and (ii) the AMULA will be treated as an Added Contract in accordance with Section 2.9(b), subject to such amendment, and thereafter shall be deemed an Assumed Contract.

(d) Notwithstanding anything herein to the contrary, the Buyers and Sellers expressly agree that if, prior to December 31, 2009, the Buyers receive a bona fide offer with respect to a Glendale Team Sale (i) from a bona fide purchaser that (x) complies with all of the NHL's requirements for ownership of a Member Club, including submission of all required application materials, (y) demonstrates to the reasonable satisfaction of the NHL that it has the financial capability to consummate the Glendale Team Sale and meet the ongoing operating expenses of the Team and (z) otherwise satisfies the NHL's standards for approval as an owner of a Member Club, (ii) that requires the purchaser to execute the NHL's standard form of Consent Agreement and to assume the AMULA (as the same may be amended), (iii) that would result in the Buyers receiving a purchase price at the closing of such Glendale Team Sale that would result in a Net Profit of not less than $0, and (iv) that would not be subject to a financing condition or any other material contingencies (other than NHL approval and compliance with the Hart-Scott-Rodino Act) (any such Glendale Team Sale meeting the foregoing requirements being a "**Preferred Glendale Team Sale**"), then the Buyers will accept such offer (or, in the event that the Buyers receive more than one bona fide offer satisfying the foregoing requirements, any such offer in the sole discretion of the Buyers) and use their commercially reasonable efforts to consummate such Preferred Glendale Team Sale, notwithstanding any higher or better offer or indication of interest that the Buyers may have received that does not satisfy such requirements (including, without limitation, a transaction that contemplates a relocation of the Team away from Glendale, Arizona). The Buyers and Sellers expressly agree that the City shall be entitled to enforce the Buyers' obligation to accept a Preferred Glendale Team Sale pursuant to this Section 2.12(d); provided that the City does not object to, challenge or seek to render invalid, illegal or unenforceable any of the Transaction Documents, including, without limitation, the Partial Lease Assignment Agreement; and, provided further, that nothing in this Section 2.12(d), including the immediately preceding proviso, shall restrict or limit the City's rights with respect to (x) any action by the Sellers seeking to reject the AMULA or (y) any claims the City may have against the Sellers or any other person (other than the NHL, any NHL Entity, the Buyers or their respective Affiliates), including, without limitation, with respect to rejection of the AMULA.

(e) Prior to the consummation of a Glendale Team Sale (whether or not a Preferred Glendale Team Sale), upon notice by the Buyers to the Sellers, (i) the Sellers shall withdraw any motion to reject the AMULA and take such other action as may be required to obtain an Order of the Bankruptcy Court determining that the AMULA is not rejected, and (ii) the AMULA will be treated as an Added Contract in accordance with Section 2.9(b), subject to any negotiated amendment, and thereafter shall be deemed an Assumed Contract

2.13 SOF Indebtedness. The Buyers shall pay at the Closing all amounts owed by the Sellers to SOF pursuant to the SOF Indebtedness, subject to such alternative arrangement as may be agreed upon prior to the Closing by the Buyers and SOF which results in the satisfaction and/or release of all of SOF's claims against the Sellers.

2.14 Glendale Contracts.

(a) Schedule 2.14(a) sets forth all of the Contracts relating to the AMULA and the operation of the Arena, including the Team's use of the Arena, to which one or both of the Sellers is a party (the "**Glendale Contracts**"). The Sellers agree not to reject the Glendale Contracts prior to the earliest of (i) June 30, 2010, and (ii) the date of a Final Order confirming a plan of reorganization of Sellers under the Bankruptcy Code (in which case the Sellers shall take all actions required to ensure that such rejection does not become effective until June 30, 2010).

(b) At any time prior to the rejection of any Glendale Contract (but not later than June 30, 2010), the Buyers may elect to assume such Glendale Contract. In the event the Buyers have elected to assume a Glendale Contract, such Glendale Contract shall be treated as an Added Contract in accordance with Section 2.9(b) and thereafter shall be deemed an Assumed Contract.

(c) At the Closing, the Sellers and the Buyers will enter into a transition services agreement substantially in the form attached as Exhibit F hereto, with such changes as may mutually be agreed to by the Buyers and the Sellers ("**Transition Services Agreement**") pursuant to which (i) the Sellers will provide to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena; and (ii) the Buyers will pay to the Sellers, as and when due under the Glendale Contracts, all fees, costs, rents and other amounts payable by the Sellers under the Glendale Contracts for the provision of goods and services thereunder. The Transition Services Agreement shall terminate on the earlier of (x) June 30, 2010 and (y) the date on which all Glendale Contracts have either (A) expired (without renewal), (B) been terminated with the consent of all parties thereto, or (C) been assumed by the Buyers pursuant to Section 2.14. To the extent any third party Consent is required in order to effectuate the terms of the Transition Services Agreement with respect to any Glendale Contract, the Sellers will use their commercially reasonable efforts to obtain such Consent. If such Consent is not obtained, the Buyers and Sellers will use their commercially reasonable efforts to enter into an alternative arrangement with respect to such Glendale Contract, including seeking relief from the Bankruptcy Court, to provide the Buyers with the benefits and burdens of such Glendale Contract. Notwithstanding anything in this Section 2.14 or the Transition Services Agreement to the contrary, the Buyers shall have no obligation to renew or extend any Glendale Contract that by its terms expires prior to the termination of the Transition Services Agreement.

(d) Notwithstanding anything herein to the contrary, prior to the termination of the Transition Services Agreement, upon 15 days' prior written notice provided to the Sellers, the Buyers may elect in their sole discretion to treat each Glendale Contract listed on Schedule 2.14(d) as an excluded Contract that will not become an Assumed Contract as of the date specified in such notice (such date, the "**Service Termination Date**"). Upon the Buyers' exercise of the option in the preceding sentence, as of and from the Service Termination Date (i) such Glendale Contract shall be deemed an excluded Contract and the rights thereunder shall be considered Excluded Assets, (ii) the Sellers shall no longer be required to provide the goods,

services, rights and benefits under such Contract to the Buyers, and the Buyers shall no longer be required to pay to the Sellers all fees, costs, rents and other amounts payable by Sellers under such Contract, and (iii) the Sellers shall be entitled to reject such Contract.

(e) Notwithstanding anything herein to the contrary, the Buyers reserve the right to seek to negotiate amendments to one or more of the Glendale Contracts prior to electing to assume such Glendale Contracts.

ARTICLE III

CONSIDERATION

3.1 Consideration. The aggregate consideration for the Purchased Assets shall be:

(a) The assumption of the Assumed Liabilities, including but not limited to:

(i) Assumption of obligation to pay and payment or other satisfaction of all SOF Indebtedness, the aggregate amount of which will be set forth in a certificate, dated October 30, 2009, duly executed by the chief financial officer of each Seller and duly acknowledged by the Buyers and by SOF Investments, L.P., Donatello Investments, LLC and White Tip Investments, LLC [1]; and

(ii) Assumption of all NHL Obligations, the aggregate amount of which will be set forth in a certificate, dated October 30, 2009, duly executed by the chief financial officer of each Seller and duly acknowledged by the Buyers [2]; and

(b) Cash, payable to the Sellers on the Closing Date, in an amount equal to the difference between $128,382,121 and the sum of the payments and amounts referred to in Sections 3.1(a)(i) and 3.1(a)(ii); and

(c) In the event that a Team Sale is consummated prior to the second anniversary of the Closing Date, an additional amount of cash, payable by the Buyers to the Sellers within ten (10) Business Days following consummation of such Team Sale, in an amount

[1] As of 10/28/09, estimated to be approximately $80.747 million, including accrued but unpaid interest and legal fees.

[2] As of 10/28/09, estimated to be approximately $36.332 million, including interest and related costs through November 2, 2009 and $2 million for the payment of professional fees and expenses.

equal to the Net Profit received in connection with such Team Sale; provided, that nothing contained in this Section 3.1(c) shall require the Buyers to seek or agree to a Team Sale involving a relocation of the Team or prohibit or restrict in any way the Buyers' right, in their sole discretion, to agree to and consummate a Glendale Team Sale (whether or not a Preferred Glendale Team Sale).

3.2 Allocation of the Consideration to Purchased Assets. The Buyers shall prepare a proposed allocation of the items constituting consideration for United States federal income tax purposes among the Purchased Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder (and any corresponding or similar provisions of state, local, or foreign Law, as appropriate) and shall deliver such proposed allocation to the Sellers within thirty (30) days after the Closing Date. On or before the thirtieth (30th) Business Day following the Sellers' receipt of the proposed allocation from the Buyers as herein provided, the Sellers shall provide the Buyers with any comments they may have with respect to the proposed allocation. Such comments shall be considered in good faith by the Buyers. To the extent such comments are material in nature, the Sellers and the Buyers shall thereafter work in good faith to resolve any and all objections set forth therein. If the Sellers and the Buyers are unable to resolve any material differences with regard to the allocation of the consideration within thirty (30) Business Days after Sellers' delivery of such written comments to the proposed allocation, then any disputed, material matters will be finally and conclusively determined by an independent certified public accounting firm or independent certified appraisal firm (the "**Valuation Expert**") mutually agreed upon by the Buyers and the Sellers (such agreement not be unreasonably withheld, conditioned or delayed by the Buyers or the Sellers). The Valuation Expert shall promptly resolve any such matters in dispute and render a written report as to the disputed matters and the resulting allocation. The Valuation Expert's fees and expenses shall be borne equally by the Buyers, on the one hand, and the Sellers, on the other hand. The Buyers and the Sellers will each file all Tax Returns (including, but not limited to, IRS Forms 8594) consistent with the allocation established pursuant to the terms of this Section 3.2 (including any adjustment thereto as set forth in this Section 3.2). The Sellers, on one hand, and the Buyers, on the other hand, agree to provide the other promptly with any other information required to complete IRS Forms 8594. Neither the Buyers nor the Sellers shall take any Tax position inconsistent with such allocation (including any adjustment thereto) and neither the Buyers nor the Sellers shall agree to any proposed adjustment based upon or arising out of the allocation by any Governmental Entity without first giving the other party prior written notice; provided, however, that nothing contained herein shall prevent the Buyers or the Sellers from settling any proposed deficiency or adjustment by any Governmental Entity based upon or arising out of the allocation, and neither the Buyers nor the Sellers shall be required to litigate before any court any proposed deficiency or adjustment by any Governmental Authority based upon or arising out of such allocation. The allocation shall be revised by the Buyers in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder to appropriately take into account any payments made under this Agreement treated as an adjustment to the consideration for United States federal income tax purposes.

3.3 Payment Procedures. All cash required to be transferred on the Closing Date pursuant to Section 3.1 will be transferred by wire transfer of immediately available funds in U.S. dollars in the amounts and to the bank account or accounts designated in writing by the relevant party at least one (1) Business Day prior to the Closing Date.

ARTICLE IV

CLOSING DELIVERIES

4.1 Closing. Unless this Agreement is earlier terminated under Article X, the closing of the purchase and sale of the Purchased Assets and assumption and assignment of the Assumed Liabilities (the "**Closing**") shall take place at 10:00 a.m., Eastern time, on a date that is within two (2) Business Days after the conditions set forth in Article IX are satisfied or waived by the party entitled to waive the condition (other than those to be satisfied at Closing, but subject to the satisfaction or waiver of such conditions), at the offices of Skadden, Arps, Slate, Meagher & Flom LLP located at Four Times Square, New York, New York 10036, unless another place, date or time is agreed to by the Buyers and the Sellers. The date and time of the Closing are herein referred to as the "**Closing Date**."

4.2 Closing Deliveries by the Sellers. At the Closing, the Sellers shall deliver or cause to be delivered to the Buyers:

(a) duly executed bills of sale for the Purchased Team Assets and the Purchased Arena Assets, substantially in the form of Exhibits A-1 and A-2, respectively, attached hereto (collectively, the "**Bills of Sale**");

(b) duly executed assignment and assumption agreements for the Assumed Team Liabilities and the Assumed Arena Liabilities, substantially in the form of Exhibits B-1 and B-2, respectively, attached hereto (collectively, the "**Assignment and Assumption Agreements**");

(c) duly executed assignments of the registered Intellectual Property and applications for registrations of Intellectual Property included in the Purchased Team Assets and the Purchased Arena Assets, substantially in the form of Exhibits C-1 and C-2 respectively, attached hereto (collectively, the "**Intellectual Property Assignments**");

(d) such documentation, identified by the Buyers at least two (2) Business Days before the Closing Date, as may be necessary to change the authorized signatories on any bank accounts, safety deposit boxes and lock boxes containing or constituting Purchased Assets;

(e) a certified copy of the Sale Order and any other Order of the Bankruptcy Court with respect to Added Contracts, each of which shall be a Final Order in recordable form;

(f) a true and complete copy, certified by the secretary or an assistant secretary of each Seller, of the resolutions duly and validly adopted by the manager of such

Seller, evidencing the manager's authorization of the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby;

(g) a copy of each Consent obtained by the Sellers with respect to the transactions contemplated hereunder;

(h) a non-foreign affidavit dated as of the Closing Date sworn under penalty of perjury and in form and substance required under Section 1445 of the Code and the Treasury Regulations promulgated thereunder from each Seller stating that such Seller is not a "foreign person" as defined in Section 1445 of the Code;

(i) the resignations of each director or managing member of any corporation, limited liability company or other entity for which such Person currently serves and which corporation, limited liability company or other entity is owned, directly or indirectly, by one or both Sellers and is acquired as a Purchased Asset by either Buyer pursuant to this Agreement;

(j) duly executed instruments necessary for the transfer of all equity interests of the Team Seller in NSC and the NHL Entities to the Team Buyer;

(k) duly executed copy of the NHL Consent Agreement;

(l) a duly executed copy of the Transition Services Agreement;

(m) a duly executed copy of the Partial Lease Assignment Agreement;

(n) the certificates, agreements, instruments and other documents referred to in Section 9.2; and

(o) such other documents as are reasonably required to be delivered by the Sellers to effectuate the transactions contemplated by this Agreement and the other Transaction Documents.

4.3 Closing Deliveries by the Buyers. At the Closing, the Buyers shall deliver or cause to be delivered to Sellers:

(a) the cash payable pursuant to Sections 3.1(b);

(b) the duly executed Bills of Sale;

(c) the duly executed Assignment and Assumption Agreements;

(d) the duly executed Intellectual Property Assignments;

(e) a copy of each Consent obtained by the Buyers with respect to the transactions contemplated hereunder;

(f) a true and complete copy, certified by the secretary or an assistant secretary of each Buyer, of the resolutions duly and validly adopted by the manager of such Buyer, evidencing the manager's authorization of the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby;

(g) a duly executed copy of the Transition Services Agreement;

(h) a duly executed copy of the Partial Lease Assignment Agreement;

(i) the certificates, agreements, instruments and other documents referred to in Section 9.3; and

(j) such other documents as are reasonably required to be delivered by the Buyers to effectuate the transactions contemplated by this Agreement and the other Transaction Documents.

4.4 Subsequent Deliveries by the Buyers. Within ten (10) Business Days following the date of consummation of a Team Sale, the Buyers shall pay to Sellers that portion of the cash consideration payable pursuant to Section 3.1(c).

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE SELLERS

Except as disclosed on the Schedules as referenced below, which Schedules have been separately delivered by the Sellers to the Buyers concurrently with the execution of this Agreement, the Sellers represent and warrant to the Buyers as follows:

5.1 Sellers' Organization. Each Seller is a limited liability company duly organized, validly existing, and in good standing under the Laws of Delaware, and has full limited liability company power and authority to enter into this Agreement and consummate the transactions contemplated hereby, subject only to Bankruptcy Court approval.

5.2 Authority and Enforceability. Subject to the Sale Order, each Seller has full limited liability company power and authority to enter into this Agreement. The execution and delivery of this Agreement, and the consummation and performance by Sellers of the transactions contemplated herein, have all been or will be duly authorized by all necessary limited liability company action, and no other proceedings on the part of such Seller are necessary with respect thereto, and this Agreement constitutes a valid and binding agreement of each Seller enforceable against it in accordance with its terms except as enforceability is limited by (a) any applicable bankruptcy, insolvency, reorganization, moratorium, or similar Laws affecting creditors' rights generally, or (b) general principles of equity, whether considered in a proceeding in equity or at Law.

5.3 Consents. Except as specified in Schedule 5.3, Sellers are not required or obligated to give any notice to, make any filing with, or obtain the Consent of any Person in connection with the execution and delivery of the Transaction Documents, the consummation of the transactions contemplated thereby, and performance of each Seller's obligations thereunder, including the Consent of any party to any Contract.

5.4 Capitalization; Officers and Directors.

(a) Holdings owns beneficially and of record all of the issued and outstanding membership interests in Arena Seller, the Persons listed on Schedule 5.4(a) own beneficially and of record the issued and outstanding membership interests in Team Seller set forth therein, and, except for such membership interests, there are no Securities of either Seller outstanding, authorized or held by any other Person nor is any other interest of any kind whatsoever held by any other Person in the capital of Seller.

(b) Except as set forth on Schedule 5.4(b), neither Seller has any Subsidiaries, and neither Seller, directly or indirectly, owns, of record or beneficially, any Securities in any Person. Sellers have delivered to Buyers a true, correct and complete copy of the organizational documents of NSC, the only business of which is to own shares in National Hockey League Enterprises Canada, Inc. and limited partnership interests in National Hockey League Enterprises Canada, L.P. Team Seller owns beneficially and of record all of the issued and outstanding equity interests of NSC, and there is no interest therein of any kind whatsoever held by any other Person, including no options, warrants, rights or commitments of any character.

(c) Schedule 5.1(c) sets forth a true, correct and complete list of all officers, directors and managers of each Seller and NSC.

5.5 Absence of Certain Changes. Since June 30, 2008, except as disclosed on Schedule 5.5, Sellers have conducted the Business only in the ordinary course of business and

have not done any of the following: (a) suffered any change except changes that, in the aggregate, have not resulted and could not reasonably be expected to result in a Material Adverse Effect; (b) disposed of any tangible or intangible assets of the Business except in the ordinary course of business; (c) except as specified in Schedule 5.5, incurred any Liability, except current liabilities for trade or business obligations incurred in the ordinary course of business or suffered any "Loss" (meaning any Liability, penalty, fine, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge), (d) except as specified on Schedule 5.5, created or permitted to exist any Encumbrance on any Purchased Assets; (e) terminated or amended or breached any Assumed Contract (except, in the case of amendment, where Sellers have provided to Buyers a complete copy of such amendment); (f) except in the ordinary course of business, entered into any Contract or made any purchase commitment in excess of the normal, ordinary and usual requirements of its business or at any price materially in excess of the then-current market price or upon terms and conditions materially more onerous than those usual and customary in the industry; (g) failed to replenish its inventories and supplies in a normal and customary manner consistent with its prior practice and ordinary business practices prevailing in the industry; (h) except as specified on Schedule 5.5, experienced any damage, destruction or loss exceeding $50,000 individually or $100,000 in the aggregate, related to the Purchased Assets; (i) obtained Knowledge of any occurrence, event, action, failure to act, or transaction, any one of which was outside the ordinary course of business, unless any of the above was not reasonably likely to result in a Material Adverse Effect; or (j) entered into any agreement or made any commitment to take any of the actions described in Section 5.5(a) - 5.5(i).

5.6 Books and Records. The certificate of formation and operating agreement, minute books, and all other records of each Seller, all of which have been made available to Buyers, are complete, and contain no inaccuracies, other than as set forth on Schedule 5.6.

5.7 Material Contracts.

(a) Schedule 5.7(a) attached hereto lists each Material Contract.

(b) At or prior to Closing, Sellers shall have delivered or made available to Buyers a copy of all Material Contracts, including all amendments and supplements.

(c) Except as disclosed on Schedule 5.7(c), each Material Contract is in full force and effect and is valid and enforceable by each such Seller party thereto in accordance with its terms, except as enforceability is limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or (ii) general principles of equity, whether considered in a proceeding in equity or at Law.

(d) Except as stated on Schedule 5.7(d), neither Seller is in default under any Material Contract, and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by such Seller under any Material Contract.

(e) Except as stated on Schedule 5.7(e), to the Knowledge of the Sellers, no other Person is in default under any Material Contract and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by any other Person under any Material Contract.

(f) Except as stated on Schedule 5.7(f), neither Seller is party to any oral Contract.

5.8 Player Contracts and Employees.

(a) Schedule 5.8 attached hereto lists the following information for each Team player as of the date of this Agreement: (i) name; (ii) current annual base salary or annualized wages; (iii) deferred compensation and time of payment of such compensation in the future; (iv) vacation accrued and unused; and (v) service credited for purposes of vesting and eligibility to participate under any of the Employee Benefit Plans. At or prior to Closing, Team Seller shall have delivered to Buyers a copy of all Employment and Independent Contractor Contracts for the employment of Team players and all amendments and supplements.

(b) To the Knowledge of Team Seller, no player employee of Team Seller has indicated his intention to resign. Except for Team Seller's player employees that Team Seller identifies in a written communication to Buyers before the Closing that shall remain confidential, all of Sellers' managers, officers, and employees are in good standing under the terms of their employment, and to the Knowledge of the Team Seller there exists no problem or difficulty with the employment of any of the Team players. Except as disclosed on Schedule 5.8 attached hereto, Sellers have paid all wages, bonuses, commissions, or other compensation due and payable to each of its employees in accordance with its customary practice, or such amounts will be paid under an Employee Benefit Plan or otherwise.

(c) Team Seller currently complies and has always complied, in all respects, with the Immigration Reform and Control Act of 1986 and all laws and all rules of the NHL with respect to Team players.

(d) Except as disclosed on Schedule 5.8 attached hereto, each Employment and Independent Contractor Contract for the employment of Team players is in full force and effect and is valid and enforceable in accordance with its terms, except as enforceability is limited by (i) any applicable bankruptcy, insolvency, reorganization, moratorium or similar Law affecting creditors' rights generally, or (ii) general principles of equity, whether considered in a proceeding in equity or at Law.

(e) Except as stated on Schedule 5.8 attached hereto, Team Seller is not in default under any Employment and Independent Contractor Contract for the employment of Team players, and no event or circumstance has occurred that would, with notice or lapse of time

or both, constitute a default by Team Seller under any Employment and Independent Contractor Contract for the employment of Team players.

(f) Except as stated on Schedule 5.8 attached hereto, to the Knowledge of the Team Seller, no other Person is in default under any Employment and Independent Contractor Contract for the employment of Team players and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by any other Person under any Employment and Independent Contractor Contract for the employment of Team players.

5.9 Employee Benefit Plans. Schedule 5.9 sets forth each Multiemployer Plan in effect on the Closing Date in which any Person who is a party to an Employment and Independent Contractor Contract for the employment of a Team player and any former Team player is eligible to participate. Buyers and Sellers shall have complied in all material respects with all applicable NHL Constitution and NHL By-Laws and other regulations regarding the provision of employee benefits, and shall take all steps necessary to transfer sponsorship, of such Multiemployer Plans as are required by a Collective Bargaining Agreement to be assumed and assigned, effective as of the Closing. Sellers shall provide Buyers with true, complete and correct summary plan descriptions, Form 5500s, funding or financing arrangement, reports, returns and similar documents required to be filed with any Governmental Entity or distributed to any participant to enable Sellers and Buyers to effectuate the assignment of sponsorship of such Multiemployer Plans. To the Knowledge of the Sellers, each such Multiemployer Plan that is sponsored by Seller has been administered in accordance with its terms and is in compliance with applicable provisions of ERISA and other applicable law and any applicable terms of a Collective Bargaining Agreement. To the Knowledge of the Sellers, there are no investigations by any Governmental Entity, termination proceedings or other claims (except routine claims for benefits payable) or proceedings against or involving any Multiemployer Plan sponsored by the Sellers, and all contributions to and payment from such Multiemployer Plan required by law or by a Collective Bargaining Agreement to be made has been timely made. Each Multiemployer Plan has been the subject of an unrevoked determination letter or opinion letter from the Internal Revenue Service that such plan and related trust is qualified and exempt from federal income taxes, and to the Knowledge of the Sellers, no circumstances exist that would adversely affect the tax-qualification of such Multiemployer Plan.

5.10 Intellectual Property.

(a) To the best of the Knowledge of the Sellers, all Intellectual Property used in the Business is listed on Schedule 5.10(a) and owned or licensed by one or both Sellers.

(b) With respect to each item of Intellectual Property identified on Schedule 5.10(a) (other than the off-the-shelf software) Sellers represent and warrant the following:

(i) No activity of Sellers in conducting the Business and no Intellectual Property listed on Schedule 5.10(a) violates or misappropriates any Intellectual Property or other proprietary rights of any other Person. One or both Sellers own or have the right to use pursuant to license, sublicense, Contract, or permission, such Intellectual Property for the operation of the Business as presently conducted. Each item of Intellectual Property owned or used by a Seller immediately before the Closing will be owned or available for use by Buyers on identical terms and conditions immediately after the Closing;

(ii) To the extent a Seller owns an item of Intellectual Property, except as disclosed on Schedule 5.10 attached hereto, such Seller possesses all right, title, and interest in and to such item, free and clear of any lien, license, or other restriction;

(iii) Except as disclosed on Schedule 5.10 attached hereto, a Seller has the right to assign the item to Buyers and has not conveyed any rights in the item to any other Person;

(iv) The item is not subject to any outstanding Order;

(v) No Action, complaint, or demand is pending or is threatened that challenges the legality, validity, enforceability, use, or ownership of the item;

(vi) Neither Seller has agreed to indemnify any Person for or against any interference, infringement, misappropriation, or other conflict with respect to the item; and

(vii) Neither Seller will use, interfere with, infringe upon, misappropriate, or otherwise come into conflict with, the Intellectual Property listed on Schedule 5.10(a) after the Closing.

(c) Schedule 5.10(a) lists all off-the-shelf software licensed by Sellers that is material to the operation of the Business in sufficient detail to permit Buyers to assess compatibility with Buyers' software. Schedule 5.10(a) identifies all such off-the-shelf software by type, number of copies of each software product, and number of licenses. As of the Closing Date, Sellers are fully compliant with all software licenses and to the Knowledge of the Sellers there are no unlicensed copies of software existing on any equipment, computers, machinery or media that is being transferred to Buyers in the transactions contemplated by this Agreement.

5.11 Taxes. The Sellers have (i) timely filed all Tax Returns required to be filed relating to the Business and (ii) except as such payment is stayed as a result of the Bankruptcy Case, have paid all Taxes relating to the Business which will have been required to

be paid by it, the non-payment of which would result in a Encumbrance on any Purchased Asset, would otherwise adversely affect the Business or would result in the Buyers becoming liable or responsible therefore. The Sellers have established, in accordance with generally accepted accounting principles applied on a basis consistent with that of preceding periods, adequate reserves for the payment of all Taxes relating to the Business incurred or relating to a Pre-Closing Tax Period, the non-payment of which would result in a Encumbrance on any Purchased Asset, would otherwise adversely affect the Business or would result in the Buyers becoming liable therefore, and such Taxes have been paid or will be paid under the Sellers' plan of reorganization filed with the Bankruptcy Court. The Sellers have not waived or been asked to waive any statute of limitations in respect of Taxes relating to the Business.

5.12 Tangible Personal Property. Schedule 5.12 accurately lists all items of tangible personal property used in connection with the Business and accurately shows for each item of tangible personal property whether it is subject to a lease or Encumbrance. Except as otherwise disclosed on Schedule 5.12, the tangible personal property is in good operating condition and repair (ordinary wear and tear excepted) and is available for use in the Business. All tangible personal property (including tangible personal property in which Sellers have only a leasehold interest) has been maintained and repaired in a reasonably prudent manner and at a level not less than the level of maintenance and repair existing prior to the execution of the Agreement.

5.13 Adequacy of Assets. The Purchased Assets, together with all Material Contracts that are not Assumed Contracts, constitute, in the aggregate, all of the assets, property and Contracts necessary for conduct of the Business in all material respects in the manner in which, and to the extent to which, it is currently being conducted.

5.14 NHL Status. The Team Seller is an existing Member Club and such membership interest in the NHL has not been revoked.

5.15 Environmental Matters.

(a) Sellers have obtained all Permits required for the operation of the Business by all Environmental Laws and Occupational Health and Safety Laws and are in compliance with these Permits and with all other limitations, restrictions, conditions, standards, prohibitions, requirements, obligations, schedules, and timetables contained in or arising from any Environmental Laws and Occupational Health and Safety Laws. Sellers have not received, nor do they have any reason to suspect that they may receive, any notices, reports, or other information, and are not subject to any threatened or pending investigations or proceedings or any Order, from any Person, regarding (i) an actual, potential, or alleged violation of or failure to comply with any Environmental Law or Occupational Health and Safety Law; (ii) any Environmental Contamination; or (iii) any Release, event, incident, condition, action, or failure to act related to a Seller or the Business, which is reasonably likely to prevent continued compliance with any Environmental Law or Occupational Health and Safety Law or which would otherwise be reasonably likely to give rise to any Environmental, Health or Safety Liabilities, and, to the Knowledge of the Sellers, no facts exist that would be reasonably likely to result in any such matter listed in (i)-(iii).

(b) Sellers have no Knowledge of any facts or conditions relating to Sellers' Business that prevent, hinder, or limit Buyers' ability to comply with Environmental Laws or Occupational Health and Safety Laws, and Sellers have no Knowledge of or any basis to expect, nor has either Seller or any other Person for whose conduct such Seller is or may be held responsible, received any citation, directive, inquiry, notice, Order, summons, warning or other communication that relates to (x) a Hazardous Activity, (y) Hazardous Materials, or (z) any alleged, actual, or potential obligation to undertake or bear the cost of any Environmental, Health or Safety Liabilities, including facts or conditions consisting of or relating to the following: (a) any environmental, health, or safety matter or condition (including on-site or off site Environmental Contamination, occupational safety and health, and regulation of any Hazardous Material); (b) any proceeding, Order, loss, or litigation expense arising under any Environmental Law or Occupational Health and Safety Law; (c) financial responsibility under any Environmental Law or Occupational Health and Safety Law for cleanup costs or corrective action, including any cleanup, removal, containment, or other remediation or response actions required by any Environmental Law or Occupational Health and Safety Law or any Person; or (d) any other compliance, corrective, or remedial measure required under any Environmental Law or Occupational Health and Safety Law. If required by any Environmental Law, Sellers have sent all Hazardous Materials for storage, recycling, treatment or disposal in accordance with all Environmental Laws.

(c) Sellers have not assumed, either expressly or by operation of law, any Liability of any other Person relating to an Environmental Law.

(d) Sellers have delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests, or monitoring that Sellers have Knowledge of having been in possession of either Seller, pertaining to Hazardous Materials or Hazardous Activities in, on, or under any property related to the Business or concerning compliance by a Seller, or any other Person for whose conduct such Seller may be held responsible, with Environmental Laws.

5.16 No Operations. Dewey Ranch Hockey, LLC does not own, lease, license or otherwise have any rights in or to (i) any assets, or (ii) any employees involved in the operation of the Team or the Arena.

5.17 Real Property.

(a) Neither Seller owns any real property.

(b) Schedule 5.17(b) sets forth a true and complete list and a brief description of each leasehold, license or other interest in (including the right to use or occupy or permit others to use or occupy) real property, including the Arena, parking and other buildings or improvements, held by either Seller as of the date hereof (collectively, the "**Leased Real Property**"). The applicable Seller (i) has a valid leasehold, license, easement or other interest in each Leased Real Property that is part of the Purchased Assets (the "**Purchased Leased Real Property**") and (ii) has the right to quiet enjoyment of each Purchased Leased Real Property for

the full term of each lease, license, easement, declaration or similar agreement (and any renewal option) relating thereto. The Sellers have provided the Buyers with true and complete copies of all leases, licenses, easements, declarations, and similar agreements relating to the Purchased Leased Real Property in their possession, including all amendments, modifications and supplements thereto, all of which are specifically listed on Schedule 5.17(b), and each of which is in full force and effect and under which no default or event of default has occurred either with respect to the Sellers or, to the Knowledge of the Sellers, the other parties thereto. The leasehold, license, easement or other interest of the applicable Seller in such Purchased Leased Real Property is not subject or subordinate to any Encumbrances, except for Permitted Encumbrances, and the applicable Seller has the right to convey such interest to Buyers, free and clear of all Encumbrances other than such Permitted Encumbrances, in accordance with the terms of this Agreement. To the Knowledge of the Sellers, each of the Purchased Leased Real Properties is properly zoned and entitled (and meets all applicable zoning requirements that it is subject to), and all Permits have been obtained or made, for the applicable Seller's current and heretofore use thereof, and all such Permits are in full force and effect and neither the Sellers nor Holdings has received any notice of any violations of such Permits. There are no condemnation proceedings in which either Seller or Holdings has been served or, to the Knowledge of the Sellers, threatened with respect to any of the Purchased Leased Real Properties. The Purchased Leased Real Properties are in good condition and repair (subject to ordinary wear and tear) and, to the Knowledge of the Sellers, there are no latent or patent structural or other material defects and there is no material deferred maintenance with respect to the Purchased Leased Real Properties. No offsite improvements are necessary or used for the ownership, use or operation of the Purchased Leased Real Properties, other than public utilities. The Sellers have delivered to the Buyers all operating manuals and warranties related to the Arena and the systems and equipment therein.

(c) To the Knowledge of the Sellers, there is no pending or threatened claim to curtail or reduce any utility service to the Purchased Leased Real Properties or any part thereof. To the Knowledge of the Sellers, all potable and industrial water and gas, electrical, telecommunication, sanitary, drainage and storm sewer lines, systems and hook ups and all other utilities and public or quasi-public improvements located upon, under, at or adjacent to the Purchased Leased Real Properties and necessary for the normal operation thereof in the ordinary course of business are installed and connected under valid Permits, in good working order and adequate to service the Purchased Leased Real Properties. To the Knowledge of the Sellers, the water supply and water purity, the sewer, drainage and waste disposal systems and all other utility systems necessary and appropriate for the use and occupancy of the Purchased Leased Real Properties in the ordinary course of business are sufficient in all material respects for the operation thereof in the ordinary course of business.

5.18 Disclosure. The Transaction Documents do not contain any untrue statement of material fact and do not omit any material fact necessary to make statements contained therein not misleading. To the Knowledge of the Sellers, there are no facts relating to the Business that have not been disclosed to Buyers, unless those facts would not reasonably be likely to result in a Material Adverse Effect.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF THE BUYERS

Except as disclosed on the Buyer Schedules as referenced below, which Buyer Schedules have been separately delivered by the Buyers to the Sellers concurrently with the execution of this Agreement, the Buyers represent and warrant to the Sellers as follows:

6.1 Buyers' Organization. Each Buyer is a limited liability company duly organized, validly existing, and in good standing under the Laws of Delaware, and has full limited liability company power and authority to enter into this Agreement and consummate the transactions contemplated hereby, subject only to Bankruptcy Court approval. Each Buyer is directly or indirectly owned and controlled by an Affiliate of the NHL or an NHL Entity.

6.2 Authority and Enforceability. Each Buyer has full limited liability company power and authority to enter into this Agreement. The execution and delivery of this Agreement, and the consummation and performance by each Buyer of the transactions contemplated herein, have all been or will be duly authorized by all necessary limited liability company action, no other proceedings on the part of such Buyer are necessary with respect thereto, and this Agreement constitutes a valid and binding agreement of each Buyer enforceable against such Buyer in accordance with its terms except as enforceability is limited by (a) any applicable bankruptcy, insolvency, reorganization, moratorium, or similar Law affecting creditors' rights generally, or (b) general principles of equity, whether considered in a proceeding in equity or at Law.

6.3 Financial Capability. The Buyers currently expect to have as of the Closing Date sufficient funds to enable the Buyers to consummate the transactions contemplated by this Agreement. The Buyers currently expect that such funds will be provided by the NHL or an Affiliate of the NHL or an NHL Entity from existing credit facilities and cash on hand.

6.4 Litigation. There is no Action now pending, or, to the knowledge of the Buyers, threatened against either Buyer before any court, arbitration, administrative, or regulatory body or any Governmental Entity which may result in any Order or other determination which will, or could reasonably be expected to, materially impair the ability of either Buyer to fulfill and perform its obligations under this Agreement.

6.5 NHL Consents. The Buyers are legally, financially and otherwise qualified under the NHL Rules to acquire and operate the Business. The Buyers have obtained the consent or a waiver of consent from the NHL approving the transactions contemplated hereby, including the ownership of the Team by Team Buyer and its Affiliates and the operation of the Team in its current territory of Glendale, Arizona, and no further Consents of the NHL pursuant to the NHL Rules, shall be required.

ARTICLE VII

COVENANTS WITH RESPECT TO CONDUCT OF THE SELLERS AND THE BUYERS PRIOR TO CLOSING

From the date hereof through and including the Closing Date, the Buyers and the Sellers will comply with the applicable terms and provisions of this Article VII.

7.1 Access; Books and Records. From the date of this Agreement until the Closing Date, upon notice given in accordance with this Agreement from the Buyers to the Sellers, the Sellers shall, and shall cause their Representatives to, authorize and permit the Buyers and their Representatives to have reasonable access during normal business hours, in such manner as will not unreasonably interfere with the conduct of each Seller's business, to all of the Sellers' properties, books, records, Tax Returns and all other information with respect to each Seller's business, the Purchased Assets and the Assumed Liabilities as the Buyers may from time to time request, and to make copies of such books, records and other documents, and to discuss each Seller's business with the officers, accountants and counsel, of such Seller as requested by the Buyers.

7.2 Notification of Certain Matters; Updates of Schedules. The Sellers shall give prompt notice to the Buyers, and the Buyers shall give prompt notice to the Sellers, of (and in each case the notifying party shall use its reasonable best efforts to cure before the Closing Date) the occurrence, or failure to occur, of any event that would be likely to cause any representation or warranty by such party contained in this Agreement to not be true and correct or any failure of such party to comply with any covenant or agreement to be complied with by it under this Agreement, in either case that would prevent the satisfaction of a Closing condition set forth in Article IX. Furthermore, on or prior to the Closing Date, the Sellers shall deliver to the Buyers amendments to the Schedules delivered by the Sellers to the Buyers under Article V to reflect any changes thereto that occurred or were discovered between the execution of this Agreement and the Closing Date. No amendment to the Schedules or notification to the Buyers made pursuant to the requirements of this Section 7.2 shall (i) become effective or prevent or cure any breach of any representation, warranty, covenant or other provision of this Agreement or (ii) have any effect on Buyers' rights and remedies hereunder.

7.3 Conduct of Business. Until the Closing, in each instance with respect exclusively to the Business, unless consented to in writing by Buyers (which consent shall not be unreasonably withheld, delayed, or conditioned), Sellers shall:

(a) Preservation. Use commercially reasonable efforts to preserve intact its current business organization, keep available the services of its officers, employees, and agents and maintain its present business relations and goodwill with suppliers, customers, landlords, creditors, employees, agents, and others having business relationships with Sellers;

(b) Changes. Confer with Buyers prior to implementing operational decisions of a material nature;

(c) Maintenance. Not dispose of or transfer Purchased Assets (including the disposition or transfer of any tangible personal property) except in the ordinary course of business and maintain the Purchased Assets in a state of repair and condition that materially complies with Law and is consistent with Sellers' ordinary course of business;

(d) Compliance. Comply in all material respects with all Laws and contractual obligations applicable to the operations of the Business;

(e) Consents. Cooperate with Buyers in good faith and in a commercially reasonable manner, but without incurring any material cost or expense, to assist Buyers in identifying and obtaining any Consents required by Buyers to operate the Business from and after the Closing Date, provided that Sellers will be responsible for obtaining Consents pursuant to Section 7.4 prior to Closing;

(f) Books. Maintain all books and records relating to the Business in the ordinary course of business;

(g) Other Actions. Do or refrain from doing all acts and things in order to (i) ensure that the representations and warranties in Article V remain true and correct at the Closing as if such representations and warranties were made at and as of such date, and (ii) to satisfy or cause to be satisfied the conditions in Article IX which are within Sellers' control; and

(h) Player Actions. Without limiting the generality of the foregoing, unless otherwise agreed to in writing by Buyers, Team Seller will not trade or release any players or draft picks.

Nothing contained in this Section 7.3 shall be deemed to amend, modify, supersede or terminate the rights of the Commissioner of the NHL or his designees to operate and control the operation of the Team pursuant to the Sale Order.

7.4 Permits and Consents.

(a) The Sellers and the Buyers agree to cooperate with each other and use their respective reasonable best efforts to obtain (and will promptly prepare all registrations, filings, applications, requests and notices relating to) all Permits that may be necessary to consummate the transactions contemplated by this Agreement. Team Buyer agrees to accept and enter into the NHL Consent Agreement and the NHL Guaranty. To the extent applicable, the Sellers agree to enter into the NHL Consent Agreement on such terms and conditions as are customarily provided in an NHL Consent Agreement.

(b) To the extent that the Consent of a third Person with respect to any Material Contract or Employment and Independent Contractor Contract that is an Assumed Contract or any Assumed Plan is required to consummate the transactions contemplated by this Agreement, the Sellers and Buyers shall use their reasonable best efforts to obtain such Consent prior to the Closing Date; provided, however, unless contractually required, neither the Sellers nor Buyers shall be required to compensate any third Person, incur any material expense or make any material amendment or modification to any such Contract or Employee Benefit Plan.

(c) The Sellers, on the one hand, and the Buyers, on the other hand, will promptly notify the other if they reasonably believe that, notwithstanding their reasonable best efforts, they will be unable to obtain one or more of the Permits or Consents prior to the Closing Date.

7.5 Reports; Financial Statements. The Sellers shall furnish to the Buyers as soon as available copies of any material reports, renewals, filings, certificates, statements, memoranda and other documents filed by either Seller with any Governmental Entity.

7.6 Efforts of Parties to Close. During the period from the date of this Agreement through the Closing Date, subject to Section 7.4, each party hereto shall use its reasonable best efforts to cause all conditions to Closing set forth in Article IX to be timely satisfied and to perform and fulfill all obligations on its part to be performed and fulfilled under this Agreement, to the end that the transactions contemplated by this Agreement shall be effected in an expeditious manner to the extent practicable; provided, however, that the Buyers shall not be deemed in breach of the foregoing or any other provision of this Agreement if they do not agree upon terms and conditions of any amendment to the AMULA pursuant to Section 2.12(c) acceptable to the Buyers.

7.7 Bankruptcy Court Matters.

(a) The Sellers and the Buyers acknowledge that this Agreement and the sale of the Purchased Assets and the assumption and assignment of the Assumed Contracts are subject to Bankruptcy Court approval. The Sellers and the Buyers acknowledge that (i) to obtain such approval, the Sellers must demonstrate that they have taken reasonable steps to obtain the highest and otherwise best offer possible for the Purchased Assets, and that such demonstration shall include giving notice of the transactions contemplated by this Agreement to creditors and other interested parties as ordered by the Bankruptcy Court, and (ii) the Buyers must provide adequate assurance of further performance under the to-be-assigned executory Assumed Contracts.

(b) The Buyers shall serve this Agreement, including the attached Sale Order, so as to be received on or before October 29, 2009, at 4:00 p.m., by (i) the Debtors; (ii) the NHL; (iii) the Notice Parties (as defined in the Bid Procedures Order); (iv) all known creditors and counterparties of the Sellers; (v) all federal, state, county, local and foreign Taxing authorities that have a reasonably known interest in the relief granted in the Sale Order; (vi) the IRS; and (vii) the Pension Benefit Guaranty Corporation.

(c) The Bankruptcy Court has scheduled the Sale Hearing for November 2, 2009. The Sellers shall use their reasonable best efforts to have the Bankruptcy Court enter the Sale Order immediately upon the completion of the Sale Hearing, but in any case no later than three (3) days after the Sale Hearing. The Sellers shall use their reasonable best efforts to obtain a ruling that the Sale Order is immediately effective notwithstanding Fed. R. Bankr. P. 6004(h) and 6006(d). Furthermore, the Sellers shall use their reasonable best efforts to obtain any other Consents from the Bankruptcy Court that may be reasonably necessary to consummate the transactions contemplated in this Agreement.

(d) The Buyers agree to promptly use their reasonable best efforts (not including the expenditure of funds other than professional and administrative costs) to take such actions as are reasonably requested by the Sellers to assist in obtaining the Sale Order, including furnishing truthful affidavits and/or information, to the extent reasonably available to the Buyers, for filing with the Bankruptcy Court for the purposes, among others, of providing necessary assurances of performance by the Buyers under this Agreement and demonstrating that the Buyers are "good faith" purchasers under Section 363(m) of the Bankruptcy Code.

(e) With respect to each of the Assumed Contracts, the Buyers shall cooperate as reasonably necessary to provide adequate assurance of future performance to counterparties to such Assumed Contracts as required under Section 365 of the Bankruptcy Code.

(f) In the event the entry of the Sale Order shall be appealed or a stay thereof be sought, the Sellers shall immediately notify the Buyers. The Sellers shall use their reasonable efforts to defend such appeal and oppose such a stay.

7.8 Due Diligence. Buyers shall be entitled to conduct such due diligence as is necessary or desirable to (a) confirm the accuracy of Sellers' representations and warranties in Article V, (b) confirm the satisfaction of conditions precedent to Closing set forth in Article IX and (c) update or modify the Schedules as provided herein.

7.9 Termination of Claims and Actions. Notwithstanding anything to contrary in this Agreement, from the date hereof, the Sellers agree, and shall use their reasonable best efforts to cause their Affiliates, (i) not to, directly or indirectly, investigate, commence, prosecute, support, assist, aid, abet, cooperate with or encourage any claims, actions, lawsuits, demands, causes of action or the like including, but not limited to, any such claims, actions, lawsuits, demands or causes of action based on alleged violations of any antitrust laws, against the Buyers, the NHL or the City, (ii) not to object to or contest in any manner, or raise any defense to any motion, proceeding or other action requesting the rescission, dismissal or other termination of any such claims, actions, lawsuits, demands or causes of action against the Buyers, the NHL or the City, and (iii) to take all actions necessary to cause any such claims, actions, lawsuits, demands or causes of action by or on behalf of the Sellers to be rescinded, dismissed or otherwise terminated; provided, however, that the foregoing (i), (ii) and (iii) shall not apply to any claims, actions, lawsuits, demands or causes of action against the Buyers or the NHL to enforce this Agreement.

ARTICLE VIII

CONTINUING COVENANTS

8.1 Tax Matters.

(a) Real Property, Personal Property and Similar Ad Valorem Obligations. Sellers shall be liable for any real property, personal property and similar *ad valorem* obligations applicable to the Business and the Purchased Assets allocable to a Pre-Closing Tax Period; and Buyers shall be liable for any such obligations allocable to a Post-Closing Tax Period. Such obligations shall be allocated to the Pre-Closing Tax Period by multiplying the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction the numerator of which is the number of calendar days in the period ending on the close of Closing Date and the denominator of which is the number of calendar days in the entire period; and such obligations shall be allocated to the Post-Closing Tax Period by multiplying the amount of such Taxes for the entire period (or, in the case of such Taxes determined on an arrears basis, the amount of such Taxes for the immediately preceding period) multiplied by a fraction the numerator of which is the number of calendar days in the period ending beginning after the Closing Date and the denominator of which is the number of calendar days in the entire period.

(b) Transaction Taxes. The Sellers shall bear and be responsible for paying any and all sales, use, transfer and any other real estate, documentary, registration, business and occupation and other similar taxes (including related penalties (civil or criminal), additions to tax and interest) imposed by any Governmental Entity with respect to the transactions contemplated by this Agreement ("**Transaction Taxes**"), regardless of whether the tax authority seeks to collect such taxes from the Sellers, Buyers or any of their Affiliates.

(c) Cooperation on Tax Matters. The Sellers and the Buyers agree to furnish or cause to be furnished to each other, upon request, as promptly as practicable, such information as is reasonably necessary to allow the Sellers or the Buyers, as the case may be, to file any Tax Returns for which such party is responsible, and determine the amount of Taxes due thereon, with respect to any Taxes relating to the Business, the non-payment of which would result in a Encumbrance on any Purchased Asset, would otherwise adversely affect the Business or would result in Buyer becoming liable or responsible therefore. The Buyers and Sellers shall cooperate fully, as and to the extent reasonably requested by the other party, in connection with any audit, litigation, or other proceeding with respect to such Taxes (a "**Tax Proceeding**"). The Sellers, on the one hand, and Buyers, on the other hand, shall give prompt written notice to the other party of any proposed adjustment or assessment of any such Taxes, or of any examination of related to such Taxes. The Sellers, on the one hand, and the Buyers, on the other hand, shall not negotiate a settlement or compromise of such Taxes without the written consent of the other party, which consent shall not be unreasonably conditioned, delayed or withheld. The parties' cooperation shall include the retention and (upon the other party's request) the provision of

records and information that are reasonably relevant to any such Tax Proceeding and the availability of employees on a mutually convenient basis to provide additional information and explanation of any material provided hereunder. The Buyers and Sellers agree (A) to retain all books and records with respect to Tax matters related to such Taxes until the expiration of the statute of limitations (and, to the extent notified by the Buyers or Sellers, any extensions thereof) of the respective taxable periods, and to abide by all record retention agreements entered into with any taxing authority, and (B) to give the other party reasonable written notice prior to transferring, destroying or discarding any such books and records and, if the other party so requests, the Buyers or Sellers, as the case may be, shall allow the other party to take possession of such books and records to the extent they would otherwise be destroyed or discarded. Any information obtained under this Section 8.1 or under any other Section hereof providing for the sharing of information or the review of any Tax Return or other schedule relating to Taxes shall be subject to Section 12.6 hereof.

(d) Notice. The Sellers shall (i) provide appropriate notice of the Bankruptcy Case, any motions filed in respect of the Sale Order and related matters to all Governmental Authorities that may seek to collect property Taxes or impose on the Sellers, the Buyers or any Purchased Asset penalties for any property Taxes, and (ii) use all commercially reasonable efforts to obtain certificates, releases or other appropriate documentation from such Governmental Authorities to the extent such Governmental Authorities provide such certificates, releases or documentation in the ordinary course, providing that such property Taxes have been paid or are not owed.

8.2 Employee Matters.

(a) Employment. The Sellers shall terminate as of the Closing all of their employees who are not parties to Employment and Independent Contractor Contracts that are Assumed Contracts, and the applicable Buyer shall offer full-time employment effective as of the Closing to each employee who is not party to an Employment and Independent Contractor Contract that is an Assumed Contract and who is employed immediately prior to the Closing Date. Notwithstanding the immediately preceding sentence, the Sellers will not terminate any of their employees who are parties to Employment and Independent Contractor Contracts that are Glendale Contracts prior to the earlier of (i) the date on which the Sellers are permitted to reject Glendale Contracts pursuant to Section 2.14(a) and (ii) the expiration (without renewal) in accordance with its terms, if any, with respect to the applicable Employment and Independent Contractor Contract. Such offers of employment shall, unless the Buyers in their sole discretion determine otherwise, be on an employment-at-will basis, and shall be on such other terms and conditions as the Buyers determine in their sole discretion. Such employees who accept a Buyer's offer of employment and all employees of a Seller who are parties to Employment and Independent Contractor Contracts that are Assumed Contracts shall be referred to as the "**Transferred Employees**." To facilitate the Buyers' obligations under this Section 8.2, upon request, the Sellers shall provide the Buyers within a reasonable period prior to the Closing a true and correct list of all their employees, including with respect to any inactive employee, the reason for such inactive status and, if applicable, the anticipated date of return to active employment. Except as otherwise specifically set forth herein, the Sellers shall have no

responsibility whatsoever for any Liabilities that relate in any way to any Transferred Employee's employment with, or termination by, a Buyer.

(b) Employee Benefits. The Sellers shall cooperate with the Buyers to ensure a smooth and orderly transition of the Assumed Plans, including the rights and assets of the Sellers under Multiemployer Plans administered or sponsored by the NHL for the benefit of the Member Clubs, to the Buyers (or their designated Affiliate).

8.3 Further Assurances. In case at any time after the Closing any further action is necessary to carry out the purposes of this Agreement, each of the parties shall take such further action (including the execution and delivery of such further instruments and documents) as the other party reasonably may request, all at the sole cost and expense of the requesting party.

8.4 Purchase of Allowable Unsecured Claims. During the period commencing immediately following the Closing and ending on the 60th day following the Closing Date, the Buyers shall offer, and shall use their commercially reasonable efforts, to purchase the Allowable Unsecured Claims listed on Schedules 2.6(v) and 2.8(v) from the respective owners of such Allowable Unsecured Claim, in each case for the respective amounts set forth on Schedules 2.6(v) and 2.8(v); provided, that with respect to any Allowable Unsecured Claim set forth on Schedules 2.6(v) or 2.8(v) that is marked with an asterisk (*), if the Buyers, the holder and the Creditors' Committee agree on a different amount, the Buyers shall purchase the claim at such agreed upon amount (any Allowable Unsecured Claims so purchased, the "**Purchased Claims**"). The Buyers' obligation to purchase any of the Allowable Unsecured Claims listed on Schedules 2.6(v) and 2.8(v) will be expressly conditioned upon, and the Buyers will have no obligation to purchase any of such Allowable Unsecured Claims in the absence of, the Closing having occurred in accordance with the provisions of this Agreement and receipt of a written agreement from the sellers of such Allowable Unsecured Claims effectively transferring to the Buyers all of such seller's rights with respect thereto in the form of Exhibit G. Any Purchased Claims will be subordinated in right of payment from the Sellers' estates to all other Allowable Unsecured Claims other than claims of any nature whatsoever of Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust or any of their respective Affiliates. Within five (5) Business Days after May 1, 2010, the Buyers will pay to the Sellers' estates cash in an amount equal to the difference, if any, resulting from $11,617,879 minus the aggregate amount actually paid by the Buyers for Purchased Claims pursuant to this Section 8.4. The Buyers and the Sellers expressly agree that the Creditors' Committee shall be the sole party entitled to enforce Buyers' obligation to offer and use their commercially reasonable efforts to acquire the Allowable Unsecured Claims listed on Schedules 2.6(v) and 2.8(v) from the respective owners of such Allowable Unsecured Claim in accordance with the terms of this Section 8.4.

8.5 Reduction of Moyes Guaranty. The parties acknowledge that, concurrently with and effective upon the Closing, the NHL will, at the request of the Creditors' Committee amend the Moyes Guaranty to reduce the maximum cap amount under the Moyes Guaranty from $30,000,000 to $15,000,000; provided, that such amendment will specify, and the parties acknowledge and understand, that neither the NHL, on the one hand, nor Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust, on the other hand, waives or

releases, and each expressly reserves its right to assert, any claims, actions, causes of action or defenses they may have with respect to the Moyes Guaranty, as so amended. Such amendment will be in the form of a written instrument mutually acceptable to, and duly and validly executed by, the NHL, on the one hand, and Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust, on the other hand.

ARTICLE IX

CONDITIONS OF PURCHASE

9.1 General Conditions. The obligations of the parties to effect the Closing shall be subject to the following conditions unless waived in writing by the parties:

(a) No Restraint. No Law shall have been enacted, entered, issued, promulgated or enforced by any Governmental Entity that prohibits or restricts the transactions contemplated by this Agreement. No Governmental Entity shall have notified any party to this Agreement that consummation of the transactions contemplated by this Agreement would constitute a violation of any Law of any jurisdiction and/or that it intends to commence a suit, action, proceeding or investigation to restrain or prohibit such transactions or force divestiture or rescission, unless such Governmental Entity shall have withdrawn such notice and abandoned any such suit, action, proceeding or investigation prior to the Closing Date.

(b) Sale Order. The Bankruptcy Court shall have entered the Sale Order which, if not a Final Order, shall not have been stayed or postponed or prohibited in effect in whole or part by any court or Governmental Entity, and such Sale Order meets the requirements of Section 7.7 of this Agreement.

9.2 Conditions to Obligations of the Buyers. The obligations of the Buyers to effect the Closing shall be subject to the following conditions, except to the extent waived in writing by the Buyers:

(a) Representations and Warranties.

(i) Each representation and warranty of the Sellers contained in this Agreement shall be true and correct in all material respects, in each case on and as of the date of this Agreement and on and as of the Closing Date, except that those representations and warranties that (A) are limited or qualified by terms such as "material" or "Material Adverse Effect" shall be true and correct in all respects and (B) address matters only as of a particular date shall remain true and correct as of said date.

(ii) The Sellers shall have delivered to the Buyers a certificate of the Sellers in form and substance reasonably satisfactory to the Buyers, dated the as of

Closing Date and signed on behalf of the Sellers by a duly authorized officer, in such capacity, confirming the matters in Sections 9.2(a)(i), 9.2(b), 9.2(c) and 9.2(d) (which certificate however, shall not serve as evidence or otherwise have any effect on the determination of whether the conditions set forth in Section 9.2(a)(i), 9.2(b), 9.2(c) and 9.2(d) have been satisfied).

(b) Covenants. The Sellers shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Sellers on or prior to the Closing Date.

(c) No Litigation. No Action shall be pending or threatened before any Governmental Entity, arbitrator or regulatory or self-regulatory body wherein an unfavorable Order could (i) prevent consummation of any of the transactions contemplated by this Agreement or prevent the Sellers from fulfilling a material obligation contemplated herein, (ii) cause any of the transactions contemplated by this Agreement to be rescinded following consummation, or (iii) adversely affect the right of the Buyers to own the Purchased Assets and to control the Team and Arena (and with respect to any of the foregoing, no such Order shall be in effect).

(d) Consents and Permits. All Consents and Permits of third Persons that must be obtained or made by the Sellers in order for the Sellers to consummate the transactions contemplated by this Agreement shall have been obtained or deemed obtained or made, shall be in full force and effect, and shall be in form and substance reasonably satisfactory to Buyers, without any diminution in value of the Purchased Assets.

(e) Assumed Plans. The Sellers shall have taken all steps reasonably necessary to transfer sponsorship of the Assumed Plans sponsored by the Sellers, and the rights and assets of the Sellers under Multiemployer Plans administered or sponsored by the NHL for the benefit of the Member Clubs, to the Buyers (or their designated Affiliates) effective as of the Closing.

(f) Closing Deliverables. The Buyers shall have received all documents and other items required to be delivered by the Sellers to the Buyers pursuant to Section 4.2.

9.3 Conditions to Obligations of the Sellers. The obligations of the Sellers to effect the Closing shall be subject to the following conditions, except to the extent waived in writing by Seller:

(a) Representations and Warranties.

(i) Each representation and warranty of the Buyers contained in this Agreement shall be true and correct in all material respects, in each case on and as of the date of this Agreement and on and as of the Closing Date, except that those representations and warranties that (A) are limited or qualified by terms such as "material" or "Material Adverse Effect" shall be true and correct in all respects and (B) address matters only as of a particular date shall remain true and correct as of said date.

(ii) The Buyers shall have delivered to the Sellers a certificate of the Buyers in form and substance reasonably satisfactory to the Sellers, dated the as of Closing Date and signed on behalf of the Buyers by a duly authorized officer, in such capacity, confirming the matters in Sections 9.3(a)(i), 9.3(b), 9.3(c) and 9.3(d) (which certificate however, shall not serve as evidence or otherwise have any effect on the determination of whether the conditions set forth in Section 9.3(a)(i), 9.3(b), 9.3(c) and 9.3(d) have been satisfied).

(b) Covenants. The Buyers shall have performed and complied in all material respects with all covenants and agreements required by this Agreement to be performed or complied with by the Buyers on or prior to the Closing Date.

(c) No Litigation. No Action shall be pending or threatened before any Governmental Entity, arbitrator or regulatory or self-regulatory body wherein an unfavorable Order could (a) prevent consummation of any of the transactions contemplated by this Agreement or (b) cause any of the transactions contemplated by this Agreement to be rescinded following consummation (and with respect to either of the foregoing, no such Order shall be effect).

(d) Consents and Permits. All Consents and Permits of third Persons that must be obtained or made by the Buyers in order for the Buyers to consummate the transactions contemplated by this Agreement shall have been obtained or deemed obtained or made, shall be in full force and effect, and shall be in form and substance reasonably satisfactory to Sellers, without any diminution in value of the Purchased Assets.

(e) Closing Deliverables. The Sellers shall have received all documents and other items required to be delivered by the Buyers to the Sellers pursuant to Section 4.3.

ARTICLE X

TERMINATION

10.1 Termination of Agreement. This Agreement may be terminated at any time before the Closing as follows and in no other manner:

(a) Mutual Consent. By mutual written consent of the Buyers and the Sellers.

(b) Conditions to the Buyers' Performance Not Met. By the Buyers, upon written notice to the Sellers, if any event occurs or matter is discovered or becomes known to the Buyers that would render impossible the satisfaction, on or before the Termination Date, of one or more conditions to the obligations of the Buyers to consummate the transactions contemplated by this Agreement as set forth in Section 9.1 or 9.2, and the Buyers shall not have waived and do not, in their sole discretion, wish to waive such condition or conditions; provided, however, that the right to terminate this Agreement under this Section 10.1(b) shall not be available to the Buyers if the Buyers' actions or omissions resulted in or were primarily responsible for such impossibility and the Buyers' actions or omissions constitute a breach of any of the Buyers' representations, warranties, covenants or agreements under this Agreement.

(c) Conditions to the Sellers' Performance Not Met. By the Sellers, upon written notice of the Sellers to the Buyers, if any event occurs or matter is discovered or becomes known to the Sellers that would render impossible the satisfaction, on or before the Termination Date, of one or more conditions to the obligations of the Sellers to consummate the transactions contemplated by this Agreement as set forth in Section 9.1 or 9.3, and the Sellers shall not have waived and do not, in their sole discretion, wish to waive such condition or conditions; provided, however, that the right to terminate this Agreement under this Section 10.1(c) shall not be available to the Sellers if the Sellers' actions or omissions resulted in or were primarily responsible for such impossibility and the Sellers' actions or omissions constitute a breach of any of the Sellers' representations, warranties, covenants or agreements under this Agreement.

(d) Material Breach. (i) By the Buyers if (A) the Buyers have not materially breached any of their representations, warranties, covenants or agreements under this Agreement and (B) there has been a material breach on the part of the Sellers of any of their representations, warranties, covenants or agreements that is not curable or, if curable, has not been cured within five (5) Business Days after the Seller's receipt of written notice (including a reasonably detailed description of such breach) from the Buyers of an intention to terminate if such breach continues or (ii) by the Sellers if (A) the Sellers have not materially breached any of their representations, warranties, covenants or agreements under this Agreement and (B) there has been a material breach on the part of the Buyers of any of their representations, warranties, covenants or agreements that is not curable or, if curable, has not been cured within five (5) Business Days after the Buyers' receipt of written notice (including a reasonably detailed description of such breach) from the Sellers of an intention to terminate if such breach continues.

(e) Outside Date. By the Sellers, on the one hand, or the Buyers, on the other hand, if the Closing has not occurred on or before November 15, 2009 (the "**Termination Date**"); provided, however, that the right to terminate this Agreement under this Section 10.1(e) shall not be available to any party whose actions or omissions resulted in or were primarily responsible for the failure of the Closing to occur on or before the Termination Date and such

actions or omissions constitute a breach of any of such party's representations, warranties, covenants or agreements under this Agreement.

(f) Bankruptcy. By the Buyers if (i) the Bankruptcy Case is dismissed or converted to a case under Chapter 7 of the Bankruptcy Code and neither such dismissal nor conversion expressly contemplates the transactions provided for in this Agreement, or a trustee is appointed for the Sellers and such trustee rejects the transactions contemplated by this Agreement, (ii) the Sale Order fails to contain a finding under Section 363(m) of the Bankruptcy Code or fails to authorize the sale of the Purchased Assets free and clear of Encumbrances (other than Permitted Encumbrances) pursuant to Section 363(f) of the Bankruptcy Code, (iii) the Sale Order fails to declare or confirm that the Commissioner of the NHL or his designees have the sole right to operate and control the operations of the Team, effective immediately upon entry by the Bankruptcy Court of such Sale Order, or if subsequent to the date of such Sale Order, such rights to operate and control the operations of the Team are terminated, withdrawn or amended in any material respect that could reasonably be expected to have a material adverse effect on the rights of Buyers to operate and control the operations of the Team, or (iv) the debtor-in-possession financing terminates or expires.

10.2 Effect of Termination.

(a) Subject to Section 10.2(b), if this Agreement is terminated under any provision of Section 10.1, all further obligations of the parties under this Agreement shall terminate; provided, however, that no termination of this Agreement pursuant to Section 10.1(d) shall relieve any party of any Liability for any breach by such party of its representations, warranties, covenants or agreements set forth in this Agreement or be deemed to constitute a waiver of any available right or remedy for any such breach.

(b) This Article X, Article XI and Article XII, and any other provision of this Agreement that expressly provides for its continued effectiveness after a termination of this Agreement, shall be deemed to survive any termination of this Agreement.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

11.1 No Other Representations or Warranties. Except for the representations and warranties contained in Article V (as modified by the Schedules hereto), neither the Sellers nor any other Person makes any other express or implied representation or warranty with respect to the Sellers, the Business, the Purchased Assets (including the value, condition or use of any Purchased Asset), the Assumed Liabilities or the transactions contemplated by this Agreement, and the Sellers disclaim any other representations or warranties, whether made by the Sellers, any Affiliate of the Sellers or any of their respective officers, directors, employees, agents or representatives. Except for the representations and warranties contained in Article V (as modified by the Schedules hereto), each Seller (i) expressly disclaims and negates any

representation or warranty, expressed or implied, at common law, by statute or otherwise, relating to the condition of the Purchased Assets (including any implied or expressed warranty of merchantability or fitness for a particular purpose, or of the probable success or profitability of the ownership, use or operation of the Purchased Assets by the Buyers after the Closing), and (ii) disclaims all Liability and responsibility for any representation, warranty, projection, forecast, statement or information made, communicated or furnished (orally or in writing) to the Buyers or their Representatives (including any opinion, information, projection or advice that may have been or may be provided to the Buyers by any director, officer, employee, agent, consultant or representative of either Seller or any of their Affiliates).

11.2 Survival of Representations and Warranties. None of the representations or warranties of the Sellers set forth in this Agreement shall survive the Closing.

ARTICLE XII

GENERAL

12.1 Entire Agreement; Amendments. This Agreement (including any schedules, exhibits and documents delivered herewith or attached hereto) and the other Transaction Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede and are in full substitution for any and all previous agreements, contracts, representations, warranties and conditions among the parties, whether written or oral with respect to such subject matter. No provision of this Agreement may be modified, supplemented, or amended except by a written instrument executed by each of the parties hereto.

12.2 Schedules; Exhibits. Each Schedule and Exhibit delivered under the terms of this Agreement shall be in writing and shall constitute an integral part of this Agreement.

12.3 Assignment. Neither this Agreement nor any rights, duties or obligations under it are assignable (directly, indirectly, by operation of law, change of control or otherwise) by any party hereto without the prior written consent of the other parties, except that the Buyers may assign this Agreement and any of their rights, duties or obligations under this Agreement (i) prior to the Closing Date to any other Affiliate of the NHL or an NHL Entity, (ii) after the Closing Date to any Person to which the Team Buyer sells or transfers the Team's NHL franchise (subject to NHL approval) or the Arena Buyer sells or transfers the rights to operate and manage the Arena or (iii) at any time to any of their lenders or other financing sources for collateral security purposes, so long as, in the case of clause (iii), such assignment does not have a material adverse effect on the ability of the Buyers (or such assignee in the case of clause (i)) to consummate the transactions contemplated under this Agreement. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, each party hereto and its successors and permitted assigns.

12.4 Headings. The descriptive headings of the Articles, Sections and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

12.5 Counterparts; Facsimile/pdf Signatures. This Agreement may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Agreement by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Agreement.

12.6 Confidentiality. The Sellers acknowledge that a failure to maintain the confidentiality of any confidential information of either Seller could adversely affect the value of the Purchased Assets contemplated to be acquired by the Buyers hereunder and acknowledge and agree that (i) except in connection with solicitation or negotiation of a proposal or offer providing for the acquisition, directly or indirectly, of the Purchased Assets by a third Person that is subject to a confidentiality agreement with Sellers, Sellers will not disclose any such confidential information of either Seller to any third Person (other than to their Representatives on a need to know basis only and to the NHL and as otherwise required by Law) without the consent of the Buyers, (ii) a breach of this Section 12.6 by a Seller would constitute a Material Adverse Effect and cause the Buyers irreparable harm that cannot be objectively measured or compensated by monetary damages and (iii) without prejudice to any other rights or remedies as the Buyers may have under this Agreement, at Law or in equity, the Buyers shall be entitled to obtain injunctive relief to enforce the provisions of this Section 12.6, without the necessity of proving monetary damages or posting a bond or security.

12.7 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person that is not a party hereto, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

12.8 Notices. Unless otherwise specified herein, all notices, requests, demands, consents and other communications hereunder shall be transmitted in writing by personal service, Federal Express or other nationally recognized overnight courier or facsimile (with confirmation of successful transmission), shall be deemed to have been duly given when received by the intended recipient, and shall be addressed as follows:

If to the Sellers, addressed to:

Coyotes Hockey, LLC
c/o Coyotes Holdings, LLC
P.O. Box 1397
Tolleson, Arizona 85353
Telecopy: (602) 275-6417
Attention: Jerry Moyes, Manager

Or (if via overnight delivery)

2200 South 75th Avenue
Phoenix, Arizona 85043
Attention: Jerry Moyes, Manager

with a copy to:

Squire, Sanders & Dempsey LLP
40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004
Telecopy: (602) 253-8129
Attention: Thomas J. Salerno

If to the Buyers, addressed to:

Coyotes Newco, LLC
c/o National Hockey League
1185 Avenue of the Americas
New York, New York 10036
Telecopy: (212) 789-2030
Attention: William Daly

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Telecopy: (212) 735-2000
Attention: J. Gregory Milmoe
Marc R. Packer

or to such other address, facsimile number or person as either party shall have last designated by such notice to the other party.

12.9 Expenses. Except as otherwise provided herein, including Section 8.1(a) or (b) hereof, the Sellers, on the one hand, and the Buyers, on the other hand, shall each pay their own expenses incident to the negotiation, preparation and performance of this Agreement and the transactions contemplated hereby, including the fees, expenses and disbursements of their respective accountants and counsel. Notwithstanding the generality of the foregoing, any expenses (including, but not limited to any fees and expenses for attorneys, experts, travel and discovery) incurred by the parties hereto in connection with any litigation, arbitration or other Action related to any dispute arising hereunder shall be borne by the losing party in such Action.

12.10 Waivers. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the Buyers and the Sellers or, in the case of a waiver, by the party waiving compliance. No failure on the part of any party to exercise, or delay in exercising, any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

12.11 Representation By Counsel; Interpretation. The Sellers and Buyers each acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any

rule of Law or legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Buyers and Sellers.

12.12 Severability. If any term or provision of this Agreement is held invalid, unenforceable or contrary to Law, such term or provision shall be deemed to be severable from the other terms and provisions hereof, but only to the extent necessary to bring this Agreement within the requirements of Law, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein; provided, however, that if the party that would be adversely affected by such severance demonstrates that a material inducement to its entering into this Agreement would be materially impaired, such party shall be entitled to seek an adjudication that this Agreement should be terminated on that ground.

12.13 Governing Law; Jurisdiction; Jury Trial; Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to Contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other Law that would make the Laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided, however, that, if the Bankruptcy Case is closed, all actions arising out of or relating to this Agreement shall be heard and determined in a state court or federal court in the City and State of New York, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The parties consent to service of process by mail (in accordance with Section 12.9) or any other manner permitted by law.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the date first above written.

"BUYERS"

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

"SELLERS"

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

EXHIBIT A-1

TEAM FORM OF BILL OF SALE

EXHIBIT A-2

ARENA FORM OF BILL OF SALE

EXHIBIT B-1

TEAM FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT B-2

ARENA FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

EXHIBIT C-1

FORM OF TEAM INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT C-2

FORM OF ARENA INTELLECTUAL PROPERTY ASSIGNMENT

EXHIBIT D

FORM OF SALE ORDER

EXHIBIT E

FORM OF TRANSFER OF PARTIAL LEASE ASSIGNMENT AGREEMENT

EXHIBIT F

FORM OF TRANSFER OF TRANSITION SERVICES AGREEMENT

EXHIBIT G

FORM OF TRANSFER OF PURCHASABLE CLAIM

SCHEDULES TO THE ASSET PURCHASE AGREEMENT

Schedule 1.1(a)

Assumed Contracts[1]

1. NHL Agreements (as defined in the Agreement), other than (i) the Existing Consent Agreement (as defined in the Agreement) and (ii) the Guaranty, dated September 27, 2006, of Coyotes Holdings MemberCo, LLC, Coyotes Holdings, LLC, Arena Management Group, LLC, Jerry C. Moyes, Vickie Moyes and The Jerry and Vickie Moyes Family Trust, in favor of the NHL.

2. NHL Collective Bargaining Agreement, effective September 16, 2004 through September 15, 2011, between the NHL and the NHLPA, and any successor to such agreement, and any and all Contracts, memoranda of understanding or other instruments in effect from time to time that govern the overall relationship between the NHL and its players.

3. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Jonas Ahnelov.

4. Standard Player's Contract, commencing as of April 13, 2009, by and between Coyotes Hockey, LLC and Justin Bernhardt.

5. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Mikkel Boedker.

6. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Ilja Bryzgalov.

7. Standard Player's Contract, commencing as of July 1, 2007, by and between Coyotes Hockey, LLC and Shane Doan.

8. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Joel Gistedt.

9. Standard Player's Contract, commencing as of July 1, 2007, by and between Coyotes Hockey, LLC and Martin Hanzal.

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[1] **With respect to Standard Player's Contracts, this schedule will be deemed to be amended as of Closing to reflect changes to the current roster of players.**

10. Standard Player's Contract, commencing as of July 16, 2008, by and between Coyotes Hockey, LLC and Matt Jones.

11. Standard Player's Contract, commencing as of July 13, 2006, by and between Coyotes Hockey, LLC and Ed Jovanovski.

12. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Chad Kolarik.

13. Standard Player's Contract, commencing as of July 14, 2008, by and between Coyotes Hockey, LLC and Francis Lessard.

14. Standard Player's Contract, commencing as of July 1, 2007, by and between Calgary Flames Limited Partnership, by its General Partner Calgary Flames, Inc., and Matthew Lombardi.

15. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Brett MacLean.

16. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Jeff May.

17. Standard Player's Contract, commencing as of August 1, 2006, by and between Coyotes Hockey, LLC and Zbynek Michalek.

18. Standard Player's Contract, commencing as of July 23, 2008, by and between Coyotes Hockey, LLC and Al Montoya.

19. Standard Player's Contract, commencing as of July 12, 2007, by and between Coyotes Hockey, LLC and Peter Mueller.

20. Standard Player's Contract, commencing as of September 25, 2008, by and between Coyotes Hockey, LLC and Joel Perrault.

21. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Kevin Porter.

22. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Nick Ross.

23. Standard Player's Contract, commencing as of July 22, 2008, by and between Coyotes Hockey, LLC and Kurt Sauer.

24. Standard Player's Contract, commencing as of July 25, 2007, by and between Coyotes Hockey, LLC and David Schlemko.

25. Standard Player's Contract, commencing as of July 1, 2008, by and between Coyotes Hockey, LLC and Viktor Tikhonov.

26. Standard Player's Contract, commencing as of April 1, 2008, by and between Coyotes Hockey, LLC and Kyle Turris.

27. Standard Player's Contract, commencing as of July 2, 2009, by and between Coyotes Hockey, LLC and Adrian Aucoin.

28. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Vernon Fiddler.

29. Standard Player's Contract, commencing as of July 3, 2009, by and between Coyotes Hockey, LLC and Shaun Heshka.

30. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Jason LaBarbera.

31. Standard Player's Contract, commencing as of July 1, 2009, by and between Coyotes Hockey, LLC and Sami Lepisto.

32. Standard Player's Contract, commencing as of July 2, 2009, by and between Coyotes Hockey, LLC and Stefan Meyer.

33. Standard Player's Contract, commencing as of July 11, 2008, by and between Calgary Flames Limited Partnership, by its General Partner Calgary Flames, Inc., and Jim Vandermeer.

34. Standard Player's Contract, commencing as of July 15, 2009, by and between Coyotes Hockey, LLC and Lauri Korpikoski.

35. Standard Player's Contract, commencing as of July 16, 2009, by and between Coyotes Hockey, LLC and David Spina.

36. Standard Player's Contract, commencing as of July 16, 2009, by and between Coyotes Hockey, LLC and Sean Sullivan.

37. Standard Player's Contract, commencing as of July 23, 2009, by and between Coyotes Hockey, LLC and Jeff Hoggan.

38. Standard Player's Contract, commencing as of July 10, 2008, by and between Center Ice, L.L.C., d/b/a Tampa Bay Lightning Hockey Club, and Radim Vrbata.

39. Standard Player's Contract, commencing as of _____, by and between Coyotes Hockey, LLC and Dave Scatchard.

40. Standard Player's Contract, commencing as of March 4, 2009, by and between Coyotes Hockey, LLC and Petra Prucha

41. Standard Player's Contract, commencing as of July 15, 2009, by and between Coyotes Hockey, LLC and Josh Tordjman

42. Standard Player's Contract, commencing as of July 29, 2009, by and between Coyotes Hockey, LLC and Scottie Upshall

43. Standard Player's Contract, commencing as of July 29, 2009, by and between Coyotes Hockey, LLC and Daniel Winnik

44. Standard Player's Contract, commencing as of July 15, 2009, by and between Coyotes Hockey, LLC and Keith Yandle

45. Standard Player's Contract, commencing as of July 1, 2006, by and between New Jersey Devils LLC (New Jersey Devils Hockey Club) and Sean Michael Zimmerman

46. Standard Player's Contract, commencing as of September 2, 2009, by and between Coyotes Hockey, LLC and Taylor Pyatt

47. Employment Agreement, dated as of September 1, 2005, by and between Coyotes Hockey, LLC and Michael Barnett.

48. Agreement of Employment, dated as of September 15, 2008, by and between Tyson Nash and Coyotes Hockey, LLC.

49. Affiliation Agreement, dated as of August 1, 2007, by and between Coyotes Hockey, LLC and San Antonio Hockey, LLC, as amended by that certain Amendment to Affiliation Agreement between Coyotes Hockey, L.L.C. and San Antonio Hockey, L.L.C., entered into on June 24, 2008.

50. Secured Credit Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League, and all other agreements related thereto, including:

a. Intercreditor Agreement, dated as of February 24, 2009, by and among SOF Investments, L.P., White Tip Investments, LLC, Donatello Investments, LLC and the National Hockey League.

b. Pledge Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

c. Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

d. Trademark Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

e. Assignment of Leases and Rents, dated as of February 24, 2009, from Coyotes Hockey, LLC to the National Hockey League.

f. Leasehold Deed of Trust, dated as of February 24, 2009, by Coyotes Hockey, LLC to Stewart Title & Trust of Phoenix, Inc. for the benefit of the National Hockey League.

g. Subordination Agreement, dated as of February 24, 2009, by and among Coyotes Hockey, LLC, SOF Investments, L.P., White Tip Investments, LLC and Donatello Investments, LLC in favor of the National Hockey League.

h. Amended and Restated Restricted Account and Securities Account Control Agreement, dated as of March 11, 2009, by and among Coyotes Hockey, LLC, the National Hockey League, SOF Investments, L.P. and Wells Fargo, National Association.

51. Letter Agreement, dated November 21, 2008, by and among the NHL, Coyotes Hockey, LLC, Coyotes Holdings, LLC, Coyotes Holdings MemberCo, LLC, Arena Management Group, LLC, Jerry Moyes, Vickie Moyes and the Jerry and Vickie Moyes Family Trust, as amended by a letter agreement dated January 8, 2009, and all agreements related thereto.

52. All agreements related to the debtor-in-possession financing provided by the NHL.

53. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Mike Bahn.

54. Letter Agreement, dated as of August 7, 2008, by and between Coyotes Hockey, LLC and John Bernal.

55. Employment Agreement, dated as of February 29, 2008, by and between Coyotes Hockey, LLC and Sean Burke.

56. Employment Agreement, dated as of August 23, 2007, by and between Coyotes Hockey, LLC and Ray Edwards.

57. Letter Agreement, dated as of June 30, 2008, by and between Coyotes Hockey, LLC and Frank Effinger.

58. Letter Agreement, dated as of August 11, 2008, by and between Coyotes Hockey, LLC and Mike Ermatinger.

59. Letter Agreement, dated as of June 27, 2008, by and between Coyotes Hockey, LLC and Keith Gretzky.

60. Employment Agreement, dated as of August 1, 2007, by and between Coyotes Hockey, LLC and Greg Ireland.

61. Letter Agreement, dated as of June 13, 2008, by and between Coyotes Hockey, LLC and John Krouse.

62. Letter Agreement, dated as of June 27, 2008, by and between Coyotes Hockey, LLC and Steven Lyons.

63. Letter Agreement, dated as of September 17, 2008, by and between Coyotes Hockey, LLC and Derek MacKinnon.

64. Employment Agreement, dated as of May 29, 2007, by and between Coyotes Hockey, LLC and Don Maloney.

65. Letter Agreement, dated as of July 23, 2007, by and between Coyotes Hockey, LLC and Rob Murphy.

66. Letter Agreement, dated as of April 9, 2008, by and between Coyotes Hockey, LLC and Jukka Nieminen.

67. Letter Agreement, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Barclay Parneta.

68. Letter Agreement, dated as of July 17, 2008, by and between Coyotes Hockey, LLC and Gord Pell.

69. Letter Agreement, dated as of June 26, 2008, by and between Coyotes Hockey, LLC and Steve Peters.

70. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Jason Rudee.

71. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Ulf Samuelsson.

72. Letter Agreement, dated as of July 21, 2008, by and between Coyotes Hockey, LLC and Jason Serbus.

73. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Tony Silva.

74. Letter Agreement, dated as of July 9, 2008, by and between Coyotes Hockey, LLC and Doug Sulliman.

75. Employment Agreement, dated as of August 6, 2007, by and between Coyotes Hockey, LLC and Brad Treliving.

76. Letter Agreement, dated as of December 11, 2008, by and between Coyotes Hockey, LLC and Stan Wilson.

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

78. Buy-Out Agreement of Dave Scatchard, dated July 2, 2007

79. Standard Player's Contract, commencing as of September 28, 2009, by and between Coyotes Hockey, LLC and Ryan Hollweg

80. Standard Player's Contract, commencing as of September 29, 2009, by and between Coyotes Hockey, LLC and Robert Lang

81. Standard Player's Contract, commencing as of September 29, 2009, by and between Coyotes Hockey, LLC and Matthew Watkins

82. Standard Player's Contract, commencing as of October 1, 2009, by and between Coyotes Hockey, LLC and Colin Long

83. Standard Player's Contract, effective as of July 15, 2008 (acquired via waivers on September 30, 2009), by and between Coyotes Hockey, LLC and Paul Bissonnette

84. AHL Player's Contract, commencing as of August 24, 2009, by and between Coyotes Hockey, LLC and Andrew Orpik

Schedule 1.1(b)

Collective Bargaining Agreements

There are no other collective bargaining agreements.

Schedule 1.1(c)

Multiemployer Plans

The Sellers do not have Employee Benefit Plans in which any current or former employee of a Seller is eligible to participate pursuant to a Collective Bargaining Agreement or NHL Rules.

Schedule 1.1(d)

NHL Obligations

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

2. Obligations with respect to the Team's club account.

Schedule 1.1(e)

Permitted Encumbrances

Common Operation and Reciprocal Easement Agreement for the Entertainment District at Westgate, made as of the February 15, 2006, by Entertainment Center Development, LLC and Coyote Center Development, LLC.

Schedule 2.1(xvi)

Team Seller Employee Benefit Plans

Coyotes Hockey, LLC 401(k) Plan
Dental Insurance: National Hockey League, CIGNA Dental PPO
Group Accident Policy: Unum Life Insurance Company of America
Life Insurance Policy: Unum Life Insurance Company of America
Long-Term Disability Policy: Unum Life Insurance Company of America
Medical Plan: National Hockey League, CIGNA Open Access Plus
Short Term Disability Plan, administered by Coyotes Holdings, LLC

Severance Plan: "At-Will" employees will receive one-week severance pay for every one-year of full-time employment with a minimum of two weeks' severance pay upon the execution of the "Release of All Claims" document provided. The severance payment will be mailed within three (3) business days of receipt of the original copy of "Release of All Claims" document duly dated and signed, within the allotted time to consider.

Schedule 2.2(ii)

Excluded Team Contracts

1. Employment Agreement, dated as of March __, 2008, by and between Coyotes Hockey, LLC and Wayne D. Gretzky.

2. AMULA Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyotes Hockey, LLC and Coyotes Holdings, LLC for the benefit of Coyote Center Development, LLC and Glendale-101 Development, LLC.

3. Club Transfer and Settlement Agreement, dated as of February 10, 2006, by and among the National Lacrosse League, Coyotes Hockey, LLC, Arena Management Group, LLC, Arizona Lacrosse, LLC, J.A. Columbus Sports Ventures, Inc., Michael Gongas, Charles Russo and AJ Sports Enterprises, Inc.

4. Aircraft Charter Agreement, dated as of September 5, 2007, by and between Swift Air, LLC and Coyotes Hockey, LLC.

5. Sixth Amended and Restated Revolving Loan Agreement, dated as of April 16, 2008, by and between Coyotes Hockey, LLC and Jerry Moyes and all other agreements related thereto, including the Sixth Amended and Restated Revolving Promissory Note, dated as of April 16, 2008, by Coyotes Hockey, LLC in favor of Jerry Moyes.

6. Asset Purchase Agreement, dated as of May 5, 2009, by and between Coyotes Hockey, LLC and PSE Sports & Entertainment LP, amended as of July 31, August 24 and September 7, 2009.

7. Consent Agreement, dated September 27, 2006, by and among the National Hockey League, Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Vicki Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC, Steven M. Ellman, SUB Investment, LLC, The Jerry and Vickie Moyes Family Trust, dated December 11, 1987, Westgate Investments, Westgate Signage, LLC, Wayne Gretzky, James Wikert, John A. Breslow, John A Breslow Rollover IRA, Lake Street Leasing Corp., Barry Handwerker and Garry Handwerker.

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

Schedule 2.3(xiii)

Arena Seller Employee Benefit Plans

Coyotes Hockey, LLC 401(k) Plan
Dental Insurance: National Hockey League, CIGNA Dental PPO
Group Accident Policy: Unum Life Insurance Company of America
Life Insurance Policy: Unum Life Insurance Company of America
Long-Term Disability Policy: Unum Life Insurance Company of America
Medical Plan: National Hockey League, CIGNA Open Access Plus
Short Term Disability Plan, administered by Coyotes Holdings, LLC

Severance Plan: "At-Will" employees will receive one-week severance pay for every one-year of full-time employment with a minimum of two weeks' severance pay upon the execution of the "Release of All Claims" document provided. The severance payment will be mailed within three (3) business days of receipt of the original copy of "Release of All Claims" document duly dated and signed, within the allotted time to consider.

Schedule 2.4(ii)

Excluded Arena Contracts

None

Schedule 2.5(a)(iv)

Pending Player Grievances under the NHL Collective Bargaining Agreement

Tony Amonte

The NHLPA has a grievance pending against the Team wherein it is asserted the Team owes Mr. Amonte $960,000.00 because monies were improperly withheld from signing bonus payments paid under Mr. Amonte's September 11, 2002 Standard Player's Contract.

Kevin Cormier

The NHLPA has a grievance pending against the Team wherein it is asserted Kevin Cormier is owed either $40,000.00 or $10,500.00 as a consequence of the Team's assignment of Mr. Cormier to Major Juniors during the 2006-2007 season.

Michael Morrison

The NHLPA has a grievance pending against the Team wherein it is asserted the Team owes Mr. Morrison $6,600.00 as reimbursement for housing expenses incurred during the 2006-2007 season.

Schedule 2.6(v)

Team Allowable Unsecured Claims

1. Claim by 100 Club in the amount of $1,554.00 #

2. Claim by ACUL Credit Unions for Kids in the amount of $92.00 #

3. Claim by Aloha Courier Company in the amount of $2,890.53 #

4. Claim by American Cancer Society in the amount of $114.00 #

5. Claim by Arizona Department of Economic in the amount of $79.00 #

6. Claim by Arizona Republic in the amount of $16,900.00 #

7. Claim by Arizona Softball Association in the amount of $100.00 #

8. Claim by AZ Dept. of Transportation in the amount of $194.00 #

9. Claim by Ballena Technologies, Inc. in the amount of $12,000.00 #*

10. Claim by Bauer Hockey, Inc. in the amount of $15,735.94 #

11. Claim by Blue Media in the amount of $389.16 #

12. Claim by Bob Saunders in the amount of $500.00 #

 # Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

*** Buyers reserve the right to verify the amount of such claim.**

13. Claim by Booge Commodities in the amount of $828.00 #

14. Claim by Boy Scouts of America in the amount of $130.00 #

15. Claim by Boyd Coffee Company in the amount of $198.69 #

16. Claim by Brinks, Inc. in the amount of $176.47 #

17. Claim by Business Helpers in the amount of $3,637.87 # *

18. Claim by BWD Group LLC in the amount of $46,153.12 # *

19. Claim by Carden Traditional Schools in the amount of $120.00 #

20. Claim by Chester F. Cartrett, Jr. in the amount of $600.00 #

21. Claim by Cleaning Agents in the amount of $1,109.91 #

22. Claim by Clear Channel Broadcast KMXP d/b/a KNIX-FM in the amount of $3,889.36 #

23. Claim by Clear Channel Broadcast KNIX d/b/a KZZP-FM in the amount of $2,261.25 #

24. Claim by Clear Channel Broadcast KZZP in the amount of $3,015.00 #

25. Claim by Clear Channel Broadcast KGME d/b/a KMXP-FM in the amount of $40,612.06#

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* **Buyers reserve the right to verify the amount of such claim.**

26. Claim by Clear Channel in the amount of $22,891.33 #

27. Claim by Daisy Tours/Conventions in the amount of $5,848.00 #

28. Claim by Darren Abate Photography in the amount of $48.66 #

29. Claim by Desert Heights Charter School in the amount of $93.00 #

30. Claim by Detail Design & Fabrication in the amount of $18,111.28 #

31. Claim by Don Jackson in the amount of $195.00 #

32. Claim by DSES PTA in the amount of $250.00 #

33. Claim by Eagle Hockey in the amount of $126.82 #

34. Claim by East Side Sports in the amount of $1,438.00 #

35. Claim by Easton Sports Inc. in the amount of $5,679.95 #

36. Claim by Ed Raichert, Inc. in the amount of $282.88 #

37. Claim by Electronic Waveform Lab, Inc. in the amount of $66.54 #

38. Claim by Exact Target in the amount of $9,600.00 #

39. Claim by Fairmont San Jose in the amount of $10,088.16 #

40. Claim by Federal Express in the amount of $1,101.82 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

41. Claim by Firebird District in the amount of $176.00 #

42. Claim by FlexxCoach in the amount of $13,300.00 #

43. Claim by Gilbert Fire Dept. in the amount of $198.00 #

44. Claim by GM & Head Coach Pension Obligation in the amount of $590,000.00 #

45. Claim by Graf Canada Ltd. In the amount of $1,528.74 #

46. Claim by H J Trophies & Awards, Inc. in the amount of $120.06 #

47. Claim by Hale Consulting, Ltd. in the amount of $108.00 #

48. Claim by Hensley & Company in the amount of $3,680.00 #

49. Claim by Hunter Industries in the amount of $7,360.00 #

50. Claim by Imagine Schools at East Mesa in the amount of $68.00 #

51. Claim by Innovative Embroidery in the amount of $853.73 #

52. Claim by Integrated Support Systems in the amount of $1,839.00 #

53. Claim by Interstate All Battery Center in the amount of $86.34 #

54. Claim by Intra-Continental Ensurers in the amount of $173,876.28 #

55. Claim by J&J Productions in the amount of $250.00 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

56. Claim by Jane Lindell Hughes, M.D. in the amount of $165.00 #

57. Claim by Jerry D. Ernest in the amount of $265.00 #

58. Claim by JW Marriot Denver in the amount of $7,710.14 #

59. Claim by KFNN in the amount of $1,407.00 #

60. Claim by Making Waves Pool Service in the amount of $350.00 #

61. Claim by Marco Crane & Rigging Co. in the amount of $7,360.00 #

62. Claim by Maricopa County Democratic in the amount of $80.00 #

63. Claim by MC Hockey Skills LLC in the amount of $1,850.00 #

64. Claim by Meth Amb Surg Hospital NW in the amount of $3,395.81 #

65. Claim by Michael A. Noto in the amount of $750.00 #

66. Claim by Michael Hamilton in the amount of $2,080.00 #

67. Claim by Most Holy Trinity School in the amount of $250.00 #

68. Claim by My Team Cares, LLC in the amount of $5,000.00 #

69. Claim by National Audubon Society in the amount of $375.00 #

70. Claim by National Hockey League in the amount of $256,835.70

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

71. Claim by Neopost Leasing in the amount of $4,262.87 #

72. Claim by NHL for 2008-09 assessment in the amount of $508,900

73. Claim by NHL 05-06 Playoff shortfall in the amount of $1,321,539.00

74. Claim by NHL Pension Society in the amount of $18,000.00 #

75. Claim by Omni Los Angeles Hotel in the amount of $8,838.28 #

76. Claim by OPACS, Inc. in the amount of $4,311.82 #

77. Claim by Pepsi Cola Company in the amount of $1,374.80 #

78. Claim by Peter Grosskopf in the amount of $250.00 #

79. Claim by Praxair Distribution Inc. in the amount of $265.16 #

80. Claim by Prisma Graphic Corp. in the amount of $1,885.50 #

81. Claim by Pro Sports EMS LLC in the amount of $1,300.00 #

82. Claim by PXP Broadcast Services in the amount of $500.00 #

83. Claim by Quest Diagnostic in the amount of $152.45 #

84. Claim by Radiologist of the UofR in the amount of $39.80 #

85. Claim by Reebok-CCM Hockey US, Inc. in the amount of $25,549.53 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

86. Claim by RinkNet Marketing, Inc. in the amount of $5,511.85 #

87. Claim by Rogers Broadcasting Limited in the amount of $200.00 #

88. Claim by S Texas Radiology Img Ctr in the amount of $172.88 #

89. Claim by School Health Corporation in the amount of $3,646.66 #

90. Claim by Selly Broadcast Services in the amount of $250.00 #

91. Claim by Sher-Wood Hockey (TPS) in the amount of $613.98 #

92. Claim by Shred-It in the amount of $248.00 #

93. Claim by Sir Speedy in the amount of $2,355.63 #

94. Claim by Skyview Satellite Networks Inc. in the amount of $25,763.99 #

95. Claim by Southern Sports Supply Corp. in the amount of $422.69 #

96. Claim by Southwest District Kiwanis in the amount of $64.00 #

97. Claim by Special Olympics Arizona in the amount of $238.00 #

98. Claim by Statera Southwest in the amount of $510.00 #

99. Claim by Tanner Catalano Foundation in the amount of $2,500.00 #

100. Claim by Team Shop Premiums in the amount of $8,927.78 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

101. Claim by Tectura Corporation in the amount of $1,871.16 #

102. Claim by Terminix in the amount of $55.00

103. Claim by The Antigua Group, Inc. in the amount of $5.76 #

104. Claim by The Association of Luxury in the amount of $510.00 #

105. Claim by The Hand Center of San Antonio in the amount of $1,284.45 #

106. Claim by The Orin Group, LLC in the amount of $5,285.00 #

107. Claim by TRI-C Club Supply, Inc. in the amount of $303.88 #

108. Claim by Tru West Credit Union in the amount of $260.00 #

109. Claim by Txtstation Global Mobile Mktg in the amount of $11,000.00 #

110. Claim by Universal Background Screening in the amount of $2,948.00 #

111. Claim by University Orthopaedic Assoc. in the amount of $79.28 #

112. Claim by Vaughn Custom Sports Inc. in the amount of $378.72 #

113. Claim by Warrior Sports in the amount of $14,964.50 #

114. Claim by WebEx Communications Inc. in the amount of $220.00 #

115. Claim by WG Authentic in the amount of $1,155.00 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

116. Claim by Xona Resort Suites in the amount of $33,123.42 #

117. Claim by American Express in the amount of $212,755.21 #

118. Claim by AT&T Mobility in the amount of $30,511.99 #

119. Claim by Bingham McCutchen LLP / Bingham in the amount of $425,591.81 #

120. Claim by Build-A-Bear Workshop, Inc. in the amount of $29,528.58 #

121. Claim by CAA Sports in the amount of $40,000.00 #

122. Claim by Chubb & Son in the amount of $5,964.45 #

123. Claim by Cox Communications in the amount of $10,981.43 #

124. Claim by Cox Media, LLC in the amount of $32,411.52

125. Claim by Coyotes Charities in the amount of $63,975.00 #

126. Claim by Coyotes Ice, L.L.C. in the amount of $121,859.22 *

127. Claim by Custom Tours & Travel in the amount of $50,975.00 #

128. Claim by DJO, LLC in the amount of $2,400.00 #

129. Claim by Gold Coast Tours in the amount of $2,291.75 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* **Buyers reserve the right to verify the amount of such claim.**

130. Claim by Grasso Law Firm P.C. in the amount of $1,682.40 #

131. Claim by Greenberg Traurig in the amount of $11,932.02 #

132. Claim by Jeff Kercher in the amount of $2,000.00 #

133. Claim by Jones Day in the amount of $314,060.00 #

134. Claim by KATZ Television in the amount of $97,000.00 #

135. Claim by Law Offices of Lane & Ehrlich in the amount of $260.20 #

136. Claim by Level 3 Communications, LLC in the amount of $3,000.00 #

137. Claim by Mariscal Weeks McIntyre in the amount of $1,318.58 #

138. Claim by OccuNet in the amount of $1,074.39 #

139. Claim by Research in Motion Corp in the amount of $3,314.85 #

140. Claim by Scarborough Research in the amount of $7,637.50 #

141. Claim by Special Transport Services in the amount of $48,967.50 # *

142. Claim by State Employee Celebration in the amount of $79.00 #

143. Claim by Swift Air, L.L.C. in the amount of $578.00 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* **Buyers reserve the right to verify the amount of such claim.**

144. Claim by TransJet, Inc. in the amount of $168,411.00 #

145. Claim by Turnkey Intelligence, LLC in the amount of $13,800.00 #

146. Claim by UPS in the amount of $783.96 #

147. Claim for Performance Bonuses for NHL 2008-09 Season in the amount of $127,500.00#

148. Claim by BSA-US Bancorp in the amount of $166,415.95 *

149. Claim by Directv in the amount of $73.85 #

150. Claim by Insight in the amount of $667.13 #

151. Claim by Qwest Business Services in the amount of $122.18 #

152. Claim by Qwest Corporation in the amount of $21,809.01 # *

153. Claim by Special Ts in the amount of $920.00 #

154. Claim by Sports & Broadcast Services in the amount of $4,195.00 #

155. Claim by Sports Medicine Assoc of SA in the amount of $306.27 #

156. Claim by Sports Sales Consulting, Inc. in the amount of $4,000.00 #

157. Claim by St. John Westshore Hospital in the amount of $416.98 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* **Buyers reserve the right to verify the amount of such claim.**

158. Claim by Verizon Wireless in the amount of $1,555.71 [#]

159. Claim by Aramark in the amount of $6,495.50

160. Claim by Aramark at Jobing.Com Arena in the amount of $57,821.57

161. Claim by Aramark Corporation in the amount of $132,862.58

162. Claim by Aramark Sports & Entertainment in the amount of $69,130.00

163. Claim by Benson Security Systems Inc. in the amount of $6,750.00

164. Claim by City of Glendale - Misc A/R in the amount of $286,533.00 [*±]

165. Claim by City of Glendale - Renewal & R in the amount of $70,076.00 [*±]

166. Claim by City of Glendale Parking Fees in the amount of $1,462,082.00 [*±]

167. Claim by FSN Arizona in the amount of $324,738.75

168. Claim by Heritage Graphics Inc. in the amount of $81,354.15

169. Claim by John Browne in the amount of $186,670.31

[#] **Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.**

[*] **Buyers reserve the right to verify the amount of such claim.**

[±] **The claims of the City of Glendale that are purchased hereunder do not include certain additional claims asserted by the City of Glendale against the Debtors' estate, including amounts arising under a certain "Team Guaranty" dated January 31, 2002, in the amount of $12,250,000.00, and additional amounts arising prepetition under the AMULA, in the amount of $2,103,685.85. Notwithstanding anything herein to the contrary, nothing herein shall constitute a waiver by the City of Glendale of the additional asserted claims set forth in the immediately preceding sentence (the "Non-Waived Claims") or any defense thereto, and nothing herein is intended to impair or compromise the Non-Waived Claims in any respect.**

170. Claim by Lease Group Resources Inc. in the amount of $31,857.50 *

171. Claim by Ricoh Americas Corp – Arizona in the amount of $22,067.80

172. Claim by Sharp Electronics Corp. in the amount of $15,144.78

173. Claim by Whiteout Way Investments in the amount of $1,243,408.43 *

174. Claim by Dave Scatchard in the amount of $0.00 *

175. Claim by Michael Barnett in the amount of $378,846.29 *

176. Claim by Brendan Bell in the amount of $5,438.15 # *

177. Claim by Olli Jokinen in the amount of $19,200.00 # *

178. Claim by Dimitri Kalinin in the amount of $13,462 # *

179. Claim by Joakim Lindstrom in the amount of $6,341.41 # *

Total: $9,785,866.10

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

* **Buyers reserve the right to verify the amount of such claim.**

Schedule 2.8(v)

Arena Allowable Unsecured Claims

1. Claim by Aloha Courier Company in the amount of $362.32 #

2. Claims by American Outdoor Advertising in the amounts of $1,500.00 and $2,500.00 #

3. Claim by Arizona Catering, Inc. in the amount of $20,460.63 #

4. Claim by Arizona Electric Supply in the amount of $483.02 #

5. Claim by Arizona Machinery in the amount of $1,174.40 #

6. Claim by ASCAP in the amount of $211.00 #

7. Claim by Blue Media in the amount of $3,810.77 #

8. Claim by BMI General Licensing in the amount of $150.00 #

9. Claim by Brinks, Inc. in the amount of $410.09 #

10. Claim by Browns Partsmaster, Inc. in the amount of $593.23 #

11. Claim by City Electric Supply Co. in the amount of $700.06 #

12. Claim by Clear Channel Broadcast KMXP d/b/a KMXP-FM in the amount of $1,648.70#

13. Claim by Clear Channel Broadcast KNIX d/b/a KNIX-FM in the amount of $10,169.85#

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

14. Claim by Clear Channel Broadcast KYOT d/b/a KYOT-FM in the amount of $1,405.24[#]

15. Claim by Clear Channel Broadcast KZZP d/b/a KZZP-FM in the amount of $3,365.75[#]

16. Claim by Clear Channel Broadcast KESZ d/b/a KESZ-FM in the amount of $4,783.80[#]

17. Claim by Clearwing Productions, Inc. in the amount of $2,691.09 [#]

18. Claim by Cookson Door Sales of Arizona in the amount of $1,492.21 [#]

19. Claim by Creative Communications and Rentals, Inc. in the amount of $812.91 [#]

20. Claim by Dell Marketing L.P. in the amount of $170.31 [#]

21. Claim by Emcor Services Arizona in the amount of $13,582.91 [#]

22. Claim by Fastenal Company in the amount of $468.43 [#]

23. Claim by FedEx Freight in the amount of $74.95 [#]

24. Claim by Ferguson Enterprises, Inc. in the amount of $178.24 [#]

25. Claim by General Mechanical Systems Inc in the amount of $11,004.73 [#]

26. Claim by Goodway Technologies Corp. in the amount of $1,512.55 [#]

27. Claim by Goodyear Glass & Mirror in the amount of $442.11 [#]

28. Claim by Lee Wellington d/b/a World of Beef in the amount of $600.00 [#]

[#] **Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.**

29. Claim by Maintenance Mart in the amount of $29,410.67 #

30. Claim by Make Parties Happen in the amount of $2,047.03 #

31. Claim by McMaster-Carr Supply Co. in the amount of $3,502.01 #

32. Claim by Medical Emergency Devices & SV in the amount of $522.85 #

33. Claim by Ray and Larry's Golf Car Service in the amount of $479.22 #

34. Claim by Sherwin Williams Co. in the amount of $336.77 #

35. Claim by SRP in the amount of $56,767.81 #

36. Claim by St. Mary's Food Bank Alliance in the amount of $4,000.00 #

37. Claim by Tennant Sales and Service Co. in the amount of $1,969.47 #

38. Claim by The Plumber's Choice, Inc. in the amount of $4,477.17 #

39. Claim by United Rentals Northwest, Inc. in the amount of $1,520.76 #

40. Claim by Vern Lewis Welding Supply, Inc. in the amount of $2,527.64 #

41. Claim by Vestar-DRM OPCO in the amount of $270.02 #

42. Claim by Voss Lighting in the amount of $6,963.03 #

43. Claim by United Site Services in the amount of $114.24 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

44. Claim by Interstate All Battery Center in the amount of $425.21 [#]

45. Claim by 620 Sports KTAR-AM in the amount of $1,392.42 [#]

46. Claim by Acorn Gas Company, Inc. in the amount of $945.37 [#]

47. Claim by Allied Waste Services #753 in the amount of $4,487.53 [#]

48. Claim by Bill Young Productions, Inc. in the amount of $7,337.50 [#]

49. Claim by CBS5 in the amount of $3,246.16 [#]

50. Claim by Chemtreat, Inc. in the amount of $2,762.38 [#]

51. Claim by Cox Media, LLC in the amount of $21,266.80

52. Claim by Friends of Eight in the amount of $2,920.00 [#]

53. Claim by KBAQ-FM 89.5 in the amount of $640.00 [#]

54. Claim by KDKB-FM in the amount of $8,220.60 [#]

55. Claim by KimBall Midwest in the amount of $355.34 [#]

56. Claim by KJZZ-FM 91.5 in the amount of $640.00 [#]

57. Claim by KMLE-FM in the amount of $20,561.80 [#]

58. Claim by KNXV-TV in the amount of $4,587.33 [#]

[#] **Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.**

59. Claim by KOOL-FM in the amount of $3,075.30 #

60. Claim by KPKX-FM in the amount of $3,523.78 #

61. Claim by KPNX-TV in the amount of $29,226.16 #

62. Claim by KTVK TV3 in the amount of $1,678.14 #

63. Claim by KUPD-FM in the amount of $25,619.82 #

64. Claim by Martin/Martin Consulting in the amount of $1,891.25 #

65. Claim by News 92.3 KTAR-FM in the amount of $1,281.37 #

66. Claim by Premier Rinks, Inc. in the amount of $1,960.53 #

67. Claim by ProEM in the amount of $980.52 #

68. Claim by Riviera Broadcast Group EDGE in the amount of $5,591.07 #

69. Claim by Sierra H Broadcasting Inc. in the amount of $567.21 #

70. Claim by Tour Design Inc. in the amount of $2,185.00 #

71. Claim by Univision/KTVW Phoenix in the amount of $17,657.35 #

72. Claim by Arizona Republic in the amount of $15,988.71 #

73. Claim by Citicorp USA in the amount of $276,870.59 #

Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.

74. Claim by T.E.A.M. Security in the amount of $6,876.36

75. Claim by Terminix in the amount of $2,944.00 [#]

76. Claim by AEG Facilities in the amount of $329,655.27

77. Claim by AEG Facilities Inc. in the amount of $24,000.00

78. Claim by Aramark Corporation in the amount of $11,752.59

79. Claim by Aramark Sports & Entertainment in the amount of $61.86

80. Claim by Atomic Pest Control in the amount of $175.00

81. Claim by Chemtex Corporation in the amount of $8,228.22

82. Claim by City of Glendale in the amount of $37,167.00 [*±]

83. Claim by City of Glendale - Misc A/R in the amount of $507,325.73 [*±]

84. Claim by Climatec Building Technologies in the amount of $25,026.00 [*]

[#] **Represents a general trade claim which does not relate to assumed contracts or include or reflect cure costs.**

[*] **Buyers reserve the right to verify the amount of such claim.**

[±] **The claims of the City of Glendale that are purchased hereunder do not include certain additional claims asserted by the City of Glendale against the Debtors' estate, including amounts arising under a certain "Team Guaranty" dated January 31, 2002, in the amount of $12,250,000.00, and additional amounts arising prepetition under the AMULA, in the amount of $2,103,685.85. Notwithstanding anything herein to the contrary, nothing herein shall constitute a waiver by the City of Glendale of the additional asserted claims set forth in the immediately preceding sentence (the "Non-Waived Claims") and any defense thereto, and nothing herein is intended to impair or compromise the Non-Waived Claims in any respect.**

85. Claim by Kone Inc. in the amount of $13,353.99*

86. Claim by LandCorp Property Maintenance in the amount of $43,372.43

87. Claim by NRG Southwest Inc. in the amount of $95,844.79

88. Claim by Premier Marketing, Inc in the amount of $46,641.00

89. Claim by Ticketmaster in the amount of $3,793.43

90. Claim by Waste Management in the amount of $6,242.33

Total: $1,832,013.23

Schedule 2.9

Assumed Contracts Cure Costs

[To be provided by Sellers prior to signing of the Agreement.]

Schedule 2.14(a)

Glendale Contracts

1. Partition and Sale Agreement, dated as of September 25, 2006, by and among Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC, Steven M. Ellman, SUB Investments, LLC, Jerry and Vickie Moyes Family Trust, Westgate Investments, LLC and Westgate Signage, LLC.

2. Amended and Restated Agreement in Respect of Parking and Mixed-Use Development Agreement, dated as of July 1, 2008, by and among Coyote Center Development, LLC, Glendale-101 Development, LLC, Arena Development, LLC, Westgate Investments, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

3. Agreement for the Replacement of Temporary Parking, dated as of July 1, 2008, by and among City of Glendale, Coyote Center Development, LLC, Glendale Garage LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

4. Declaration of Easements, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

5. Master Declaration of Easements, Covenants, Conditions and Restrictions for Westgate, dated as of January 30, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

6. Common Operation and Reciprocal Easement Agreement for the Entertainment District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

7. Common Operation and Reciprocal Easement Agreement for the Village Retail District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC, to the extent a Seller is a beneficiary thereof.

8. Common Operation and Reciprocal Easement Agreement for the Destination Retail District, dated as of February 15, 2006, by Coyote Center Development, to the extent a Seller is a beneficiary thereof.

9. Nondisturbance and Attornment Agreement, dated as of September 25, 2006, by and among Credit Suisse, Coyotes Hockey, LLC, Arena Management Group, LLC and Coyotes Holdings, LLC.

10. Parking Replacement Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

11. Revised and Restated Parking Use License and Easement Agreement, dated as of July 1, 2008, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC and Coyote Center Development, LLC.

12. Reassignment and Assumption Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

13. Safety and Security Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC and Coyotes Hockey, LLC.

14. Consolidated Trailing Agreement, dated as of September 25, 2006, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC, as amended by that certain First Amendment to Consolidated Trailing Agreement, dated as of July __, 2008, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC.

15. Sponsorship and Marketing Cooperation Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Entertainment Center Development, LLC, Westgate Signage, LLC, Arena Management Group, LLC and Coyotes Hockey, LLC.

16. Team Guaranty Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyote Center Development, LLC, SUB Investments, LLC and Westgate Investments, LLC for the benefit of Coyotes Hockey, LLC.

17. Agreement, dated as of August 29, 2002, by and among B&B Holdings, Inc. d/b/a Arizona Cardinals, Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

18. Assignment and Assumption Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC and Coyotes Hockey, LLC.

19. Naming Rights Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

20. Letter Agreement, dated as of March 24, 2009, by and between Coyotes Hockey, LLC and Atomic Pest Control, LLC.

21. Sponsorship Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and AT&T Operations, Inc.

22. Sponsorship Letter Agreement, dated as of July 3, 2007, by and between Coyotes Hockey, LLC and Benson Security Systems, Inc., as amended by that certain First Amendment to Sponsorship Letter Agreement, dated as of April 9, 2009, by and between Coyotes Hockey, LLC and Benson Security Systems Inc.

23. Amended and Restated Letter Agreement, dated as of August 25, 2008, by and between Coyotes Hockey, LLC and Sharp Electronics Corporation.

24. Agreement for Sponsorship and Promotion, dated as of December 6, 2007, by and between Coyotes Hockey, LLC and Valley Toyota Dealer Association, Inc.

25. Letter Agreement, dated as of November 8, 2007, by and between Coyotes Hockey, LLC and Comerica Bank.

26. Letter Agreement, dated as of November 21, 2007, by and between Coyotes Hockey, LLC and Danny's Family Companies, LLC.

27. Letter Agreement, dated as of December 7, 2006, by and between Coyotes Hockey, LLC and Delta Dental of Arizona.

28. Agreement for Sponsorship and Promotion, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as amended by that certain First Amendment to Agreement for Sponsorship and Promotion, dated as of August 10, 2005, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Second Amendment to Agreement for Sponsorship and Promotion, dated as of September __, 2006, by and between Coyotes

Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Third Amendment to Agreement for Sponsorship and Promotion, dated as of December 7, 2007, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

29. Letter Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Diamond Resorts International, LLC.

30. Letter Agreement, dated as of June 29, 2007, by and between Coyotes Hockey, LLC and Galardi Group Franchise & Leasing, LLC.

31. Letter Agreement, dated as of March 20, 2007, by and between Coyotes Hockey, LLC and Gila River Gaming Enterprises, Inc.

32. Letter Agreement, dated as of August 19, 2008, by and between Coyotes Hockey, LLC and Government Employees Insurance Company.

33. Letter Agreement, dated as of October 23, 2006, by and between Coyotes Hockey, LLC and Heritage Graphics, Inc.

34. Letter Agreement, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Ride Now Management, LLC.

35. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Salt River Project Agricultural Improvement and Power District.

36. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Vemma Nutrition Company.

37. Letter Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

38. Sponsorship Agreement, dated as of July 1, 2007, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

39. Agreement for Sponsorship and Promotion, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Southwest Water Conditioning, Inc. d/b/a Culligan.

40. Letter Agreement, dated as of November 15, 2008, by and between Peoria Polar, LLC, Chandler Polar, LLC and Gilbert Polar, LLC and Coyotes Hockey, LLC.

41. Agreement for Sponsorship and Promotion, dated as of November 13, 2007, by and between Cigna Corporation and Coyotes Hockey, LLC.

42. Letter Agreement, dated as of August 10, 2007, by and between CMG Enterprises, Inc. and Coyotes Hockey, LLC.

43. Letter Agreement, dated as of February 24, 2009, by and between Dreyer's Grand Ice Cream, Inc. and Coyotes Hockey, LLC.

44. Letter Agreement, dated as of December 6, 2006, by and between Oggi's Pizza & Brewing Co. and Coyotes Hockey, LLC.

45. Letter Agreement, dated as of August 6, 2008, by and between Classic Foods, Inc. and Coyotes Hockey, LLC.

46. Letter Agreement, dated as of November 19, 2007, by and between Unifirst Corporation and Coyotes Hockey, LLC.

47. Draft Amended and Restated Agreement for Sponsorship and Promotion, dated September __, 2009, by and between Coyotes Hockey, LLC and Heineken USA, Inc. d/b/a Heineken.

48. Amended and Restated Suite License Agreement, dated as of July 6, 2006, by and between Coyotes Hockey, LLC and Don Sanderson Ford, Inc.

49. Amended and Restated Suite License Agreement, dated as of February 19, 2007, by and between Coyotes Hockey, LLC and Selectbuild Arizona, LLC.

50. Agreement, dated as of March 20, 2003, by and between Coyotes Hockey, LLC and Kabuto Arizona Properties, L.L.C.

51. Suite License Agreement, dated as of November 1, 2004, by and between Coyotes Hockey, LLC and CB Richard Ellis, Inc.

52. Suite License Agreement, dated as of January 18, 2006, by and between Coyotes Hockey, LLC and Arena Partners, LLC.

53. Suite License Agreement, dated as of September 22, 2006, by and between Coyotes Hockey, LLC and B&B Holdings, Inc.

54. Suite License Agreement, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

55. Suite License Agreement, dated as of June 3, 2008, by and between Coyotes Hockey, LLC and Honeywell International, Inc.

56. Suite License Agreement, dated as of November 2, 2007, by and between Coyotes Hockey, LLC and Inhouse Assist, LLC.

57. Suite License Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

58. Amended and Restated Suite License Agreement, dated as of July 10, 2008, by and between Coyotes Hockey, LLC and Kiewit Western Co.

59. Suite License Agreement, dated as of January 8, 2009, by and between Coyotes Hockey, LLC and Jerry Dailey.

60. Suite License Agreement, dated as of June 13, 2008, by and between Coyotes Hockey, LLC and Perini Building Company, LLC.

61. Suite License Agreement, dated as of September 12, 2005, by and between Coyotes Hockey, LLC and Phelps Dodge Corporation.

62. Suite License Agreement, dated as of August 7, 2006, by and between Coyotes Hockey, LLC and VHS Acquisition Subsidiary No. 8, Inc. d/b/a Abrazo Region Services.

63. Suite License Agreement, dated as of November __, 2006, by and between Coyotes Hockey, LLC and WDG Enterprises, Inc.

64. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Evans Overhead Door, LLC.

65. Suite License Agreement, dated as of May 12, 2008, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

66. Suite License Agreement, dated as of September 26, 2008, by and between Coyotes Hockey, LLC and Lawns by Les, LLC.

67. Suite License Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

68. Suite License Agreement, dated as of August 15, 2006, by and between Coyotes Hockey, LLC and Adolfson & Peterson, Inc.

69. Suite License Agreement, dated as of May 15, 2008, by and between Coyotes Hockey, LLC and Clareity Ventures, Inc.

70. Suite License Agreement, dated as of April 26, 2006, by and between Coyotes Hockey, LLC and Lerner & Rowe, P.C.

71. Suite License Agreement, dated as of August 1, 2008, by and between Coyotes Hockey, LLC and Avnet, Inc.

72. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Wells Fargo Bank, National Association.

73. Suite License Agreement, dated as of August 29, 2007, by and between Coyotes Hockey, LLC and Shane Doan.

74. Suite License Agreement, dated as of September 23, 2008, by and between Coyotes Hockey, LLC and Ed Jovanovski.

75. Suite License Agreement, dated as of November 30, 2008, by and between Coyotes Hockey, LLC and Godaddy.com, Inc.

76. Suite License Agreement, dated as of July 17, 2006, by and between Coyotes Hockey, LLC and The Silverleaf Club, LLC.

77. Suite License Agreement, dated as of July 1, 2003, by and between Coyotes Hockey, LLC and Pleiades Real Estate Investments, LLC.

78. Amended and Restated Suite License Agreement, dated as of July 12, 2006, by and between Coyotes Hockey, LLC and Parris & Parris, PLC.

79. Suite License Agreement, dated as of November 25, 2008, by and between Coyotes Hockey, LLC and 4 Horsemen Transportation Inc.

80. Suite License Agreement, dated as of February 1, 2008, by and between Coyotes Hockey, LLC and Positive Impact Investments, LLC.

81. Suite License Agreement, dated as of September 19, 2008, by and between Coyotes Hockey, LLC and Derek Morris.

82. Loge Suite License Agreement, dated as of September 1, 2007, by and between Coyotes Hockey, LLC and LandCorp Property Maintenance I, Inc.

83. Service Agreement, dated as of June 10, 2007, by and between Arena Management Group, LLC and Climatec Building Technology Group.

84. Fire Alarm Test & Inspect Proposal, dated as of August 15, 2007, by and between Arena Management Group, LLC and Climatec Building Technology Group.

85. Services Agreement, commencing on of July 1, 2009, by and between Arena Management Group, LLC and Daktronics, Inc.

86. Water Services Agreement, dated as of April 1, 2009, by and between Arena Management Group, LLC and International Chemtex Corporation.

87. Maintenance Agreement, dated as of November 15, 2005, by and between Arena Management Group, LLC and Kone Inc.

88. Agreement for Services, dated as of September 1, 2007, by and between Arena Management Group, LLC and LandCorp Property Maintenance, Inc.

89. Master Lease Agreement, dated as of August 26, 2008, by and between Coyotes Hockey, LLC and Lease Group Resources, Inc.

90. Bid Package, dated as of September 23, 2008, by and between Arena Management Group, LLC and Lawns by Les, LLC.

91. Stagehand Services Agreement, dated as of June __, 2006, by and between NRG Services Southwest, Inc. and Arena Management Group, LLC, as amended by that certain Amendment to Stagehand Services Agreement, dated as of August 1, 2008, by and between Arena Management Group, LLC and NRG Services Southwest, Inc.

92. Event License Agreement, dated as of September 25, 2008, by and between Arena Management Group, LLC and Cirque du Soleil America, Inc.

93. Event License Agreement, dated as of December 18, 2008, by and between Arena Management Group, LLC and Premier Marketing, Inc. (Sean Hannity)

94. Event License Agreement, dated as of April 16, 2009, by and between Arena Management Group, LLC and Live Nation Worldwide, Inc. (Jonas Brothers)

95. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Productions, LLC. (Miley Cyrus)

96. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Productions, LLC. (Pink)

97. Event License Agreement, dated as of June 4, 2009, by and between Arena Management Group, LLC and AEG Live Productions, LLC. (Wisin Y Yandel)

98. Rental Agreement, dated as of March 23, 2009, by and between Arena Management Group, LLC and Knights of Columbus, Inc.

99. Staffing Services Agreement, dated as of March 17, 2008, by and between Arena Management Group, LLC and Truly Every Assignment Matters.

100. Value Lease Agreement, dated as of January 19, 2007, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

101. Value Lease Agreement, dated as of _____, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

102. Licensed User Agreement, dated as of July 9, 2002, by and among Ticketmaster, L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as amended by that certain Amendment to Licensed User Agreement, dated as of July 1, 2008, by and among

Ticketmaster L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as further amended by that certain Letter, dated July 13, 2009, by and among Ticketmaster, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

103. Clear Channel and Glendale Arena (n/k/a Jobing.com Arena) Term Sheet, dated as of October 17, 2003, by and between Live Nation (as successor to Clear Channel Communications Inc.) and Arena Management Group, LLC.

104. Arena Management, Use and Lease Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyote Center Development, LLC.

105. Agreement Regarding Renewal and Replacement Schedule, dated as of November 29, 2001, by and among City of Glendale, Coyotes Hockey, LLC and Arena Management Group, LLC.

106. Catering and Concession Agreement, dated as of July 24, 2003, by and among Aramark Sports and Entertainment Services, Inc., Coyotes Hockey, LLC, Arena Management Group, LLC and Arena Development, LLC.

107. Venue Support Service Agreement, dated as of February __, 2008, by and between AEG Facilities, Inc. and Arena Management Group, LLC.

108. Radio Agreement, dated as of June 9, 2008, by and between Capstar Radio Operating Company and Coyotes Hockey, LLC.

109. Letter Agreement, dated as of October 1, 2008, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey Club, LLC [sic] (over-the-air television) and Letter Agreement, dated as of April 22, 1999, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC, as amended by that certain Amendment to Letter of Agreement, dated as of May 23, 2003, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC (pay television).

110. Valet Parking Services Agreement, dated as of April 3, 2008, by and between Arena Management Group, LLC and Epic Consulting Inc. d/b/a Epic Valet.

111. Agreement of Employment, dated as of January 15, 2006, by and between John Browne and Coyotes Hockey, LLC, as amended by that certain Employment Agreement Amendment, effective as of May 1, 2007, by and between Coyotes Hockey, LLC and John Browne.

112. Agreement of Employment, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Bob Heethuis.

113. Douglas G. Moss Employment Agreement, effective as of January 2, 2003, by and between Coyotes Hockey, LLC and Douglas G. Moss, as amended by that certain Moss Employment Agreement Amendment and Extension, effective as of November 18, 2005, by and between Coyotes Hockey, LLC and Douglas G. Moss.

114. Employment Agreement, dated as of January 25, 2006, by and between Coyotes Hockey, LLC and Michael J. Nealy, as amended by that certain Employment Agreement and Extension, dated as of May 15, 2007, by and between Coyotes Hockey, LLC and Michael J. Nealy.

115. Agreement of Employment, dated as of June 28, 2007, by and between Coyotes Hockey, LLC and Dave Strader.

116. Memorandum of Understanding, dated as of February 22, 2006, by and between Jim Foss and Arena Management Group, LLC, as amended by that certain Employment Agreement Amendment, effective as of March 13, 2008, by and between Arena Management Group, LLC and Jim Foss.

117. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

118. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

119. Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of September 25, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

120. Trademark License Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

121. Letter of Agreement, dated as of November 21, 2008, by and between Coyotes Hockey, LLC and Creative Artists Agency LLC.

122. Letter Agreement, dated as of October 29, 2008, by and between Cox Media, LLC and Coyotes Hockey, LLC.

123. Services Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

124. Memorandum of Understanding between Coyotes Hockey, LLC and Michael Bucek, dated June 18, 2004; Amendment and Extension to Employment Agreement entered into as of January 15, 2006, dated November 7, 2008, and 2008-2009 Executive Bonus Agreement.

125. Employment Agreement between Coyotes Hockey, LLC and Darren Pang, dated July 1, 2008.

126. Player Loan Agreement between Coyotes Hockey, LLC and the Flying Chandar Sports, LLC, effective as of August 6, 2009.

127. Event License Agreement between Arena Management Group, LLC and Lakewood Church, Inc., dated July 28, 2009.

128. Contract as Goaltending Coach, dated as of July 17, 2008, between Coyotes Hockey, LLC, and Grant Fuhr.

129. Sponsorship Letter of Agreement, dated as of October 11, 2006, between Coyotes Hockey, LLC and Stubhub, Inc.

130. Concession Licensing Agreement, dated as of November 6, 2003, and First Amendment, dated as of July 1, 2006, between Coyotes Hockey, LLC, and Facility Merchandising, Inc.

131. Agreement in Respect of Parking and Mixed-Use Development Agreement, dated as of September 25, 2006, among Coyote Center Development, LLC, Glendale-101 Development, LLC, Arena Development, LLC, Westgate Investments, LLC, Coyotes Hockey, LLC, and Arena Management Group, LLC.

132. Memorandum of Agreement, dated February 27, 2004, by and among the City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyotes Center Development, LLC.

133. Lots 7 and 14A Temporary Parking License Agreement, dated November 29, 2005, by and between the City of Glendale, Coyote Center Development, LLC, Arena Management Group, LLC, and Coyotes Hockey, LLC.

134. Media Tower Lease Agreement, dated September 25, 2006, between Westgate Signage, LLC, and lessor, and Coyotes Hockey, LLC, as lessee.

135. Parking Use License and Easement Agreement, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC, and Coyote Center Development, LLC.

136. Partial Re-Assignment and Assumption Agreement, dated September 25, 2006, by and among Arena Development, LLC, Arena Management Group, LLC, and Drawbridge Special Opportunities Fund, LP.

137. Recognition and Non-Disturbance Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

138. Team Guaranty, dated as of January 31, 2002, by Coyotes Hockey, LLC, to and in favor of the City of Glendale.

139. Assignment and Assumption Agreement, dated as of December 31, 2007, between Coyotes Hockey, LLC, and Whiteout Way Investments, LLC.

140. Deed of Trust, Security Agreement, Assignment of Rents and Leases and Fixture Filing, dated as of September 25, 2006, by Coyote Center Development, LLC, in favor of First American Title Insurance Company, for the benefit of Coyotes Hockey, LLC.

141. Recognition and Non-Disturbance Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

142. First American Title Insurance Company Construction Disbursement Escrow Agreement, dated as of July 1, 2008, by and among the City of Glendale, Coyote Center Development, LLC, Coyote Hockey, LLC, Arena Management Group, LLC, Glendale Garage LLC and First American Title Insurance Company.

Schedule 2.14(d)

Whiteout Way Contracts

1. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

2. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

Schedule 5.3

Consents

To the extent any Consents are required, such Consents will be satisfied by the Sale Order.

Schedule 5.4(a)

Capitalization; Officers and Directors

Coyotes Holdings – 91.79%
Wayne Gretzky – 1.4925%
Lake Street Leasing Corp. – 1.4925%
Jim Wilkert – 1.4925%
John A. Breslow – 1.4925%
John A. Breslow Rollover IRA – 1.4925%
Shawn Hunter – 0.7463%

Schedule 5.4(b)

Capitalization; Officers and Directors

Seller	Subsidiary	Interest	Percentage Equity Interests
Coyotes Hockey, LLC	3051349 Nova Scotia Company, a Nova Scotia unlimited liability company	Certificate No. 2 (1000 Common Shares)	100%
Coyotes Hockey, LLC	Arizona Lacrosse, LLC, a Delaware limited liability company	100% of membership interests	100%
Coyotes Hockey, LLC	NHL Enterprises, L.P., a Delaware limited partnership	1/30 of the limited partnership interests	3 1/3%
Coyotes Hockey, LLC	NHL Enterprises, Inc., a Delaware corporation	unknown	unknown
Coyotes Hockey, LLC	Intra Continental Ensurers	unknown	unknown
Coyotes Hockey, LLC	Dewey Ranch Hockey, LLC	100% of membership units	100%

Schedule 5.4(c)

Officers and Directors

Coyotes Hockey, LLC:
Managing Member – Coyotes Holdings, LLC
Officers – Doug Moss, President
Mike Nealy, CFO
Steve Weinreich, Vice President/General Counsel

Arena Management Group, LLC:
Manager – Coyotes Holdings, LLC
Officers – Doug Moss, President
Mike Nealy, CFO
Steve Weinreich, Vice President/General Counsel

3051349 Nova Scotia Company:
Director – Jerry Moyes
Officers – Mike Nealy, Exec. VP and CFO
Joe Liebfried, VP Finance

Schedule 5.5

Absence of Certain Changes

None.

Schedule 5.6

Books and Records

The minute books and all other records of each Seller, all of which have been made available to the Buyers, are complete, and contain no inaccuracies.

Schedule 5.7(a)

Material Contracts

1. Partition and Sale Agreement, dated as of September 25, 2006, by and among Arizona Hockey Management, Inc., Arena Management Group, LLC, Arena Management Holdings, LLC, Arena Development, LLC, Center Ice Holdings, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Coyotes Holdings, LLC, E-Arena Holdings, LLC, Ellman Holdings, Inc., Glendale-101 Development, LLC, Jerry Moyes, Coyotes Holdings MemberCo, LLC, 101 Holdings, LLC, Steven M. Ellman, SUB Investments, LLC, Jerry and Vickie Moyes Family Trust, Westgate Investments, LLC and Westgate Signage, LLC.

2. Amended and Restated Agreement in Respect of Parking and Mixed-Use Development Agreement, dated as of July 1, 2008, by and among Coyote Center Development, LLC, Glendale-101 Development, LLC, Arena Development, LLC, Westgate Investments, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

3. Agreement for the Replacement of Temporary Parking, dated as of July 1, 2008, by and among City of Glendale, Coyote Center Development, LLC, Glendale Garage LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

4. Declaration of Easements, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

5. Master Declaration of Easements, Covenants, Conditions and Restrictions for Westgate, dated as of January 30, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

6. Common Operation and Reciprocal Easement Agreement for the Entertainment District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

7. Common Operation and Reciprocal Easement Agreement for the Village Retail District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC, to the extent a Seller is a beneficiary thereof.

8. Common Operation and Reciprocal Easement Agreement for the Destination Retail District, dated as of February 15, 2006, by Coyote Center Development, to the extent a Seller is a beneficiary thereof.

9. Nondisturbance and Attornment Agreement, dated as of September 25, 2006, by and among Credit Suisse, Coyotes Hockey, LLC, Arena Management Group, LLC and Coyotes Holdings, LLC.

10. Parking Replacement Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Development Group, LLC.

11. Revised and Restated Parking Use License and Easement Agreement, dated as of July 1, 2008, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC and Coyote Center Development, LLC.

12. Reassignment and Assumption Agreement, dated as of September 25, 2006, by and between Coyote Center Development, LLC and Coyotes Hockey, LLC.

13. Safety and Security Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC and Coyotes Hockey, LLC.

14. Consolidated Trailing Agreement, dated as of September 25, 2006, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC, as amended by that certain First Amendment to Consolidated Trailing Agreement, dated as of July __, 2008, by and among Arena Development Group, LLC, Arizona Lacrosse, LLC, Coyote Center Development, LLC, Coyotes Hockey, LLC, Entertainment Center Developer, LLC, Steven M. Ellman and Westgate Investments, LLC.

15. Sponsorship and Marketing Cooperation Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Entertainment Center Development, LLC, Westgate Signage, LLC, Arena Management Group, LLC and Coyotes Hockey, LLC.

16. Team Guaranty Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyote Center Development, LLC, SUB Investments, LLC and Westgate Investments, LLC for the benefit of Coyotes Hockey, LLC.

17. Agreement, dated as of August 29, 2002, by and among B&B Holdings, Inc. d/b/a Arizona Cardinals, Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

18. Assignment and Assumption Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Arena Development, LLC, Glendale-101 Development, LLC and Coyotes Hockey, LLC.

19. Naming Rights Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

20. Value Lease Agreement, dated as of January 19, 2007, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

21. Value Lease Agreement, dated as of _____, by and between Coyotes Hockey, LLC and BSA Business Solutions, Inc. (f/k/a Ricoh Americas Corp. – Arizona).

22. Licensed User Agreement, dated as of July 9, 2002, by and among Ticketmaster, L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as amended by that certain Amendment to Licensed User Agreement, dated as of July 1, 2008, by and among Ticketmaster L.L.C., Coyotes Hockey, LLC and Arena Management Group, LLC, as further amended by that certain Letter, dated July 13, 2009, by and among Ticketmaster, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

23. Clear Channel and Glendale Arena (n/k/a Jobing.com Arena) Term Sheet, dated as of October 17, 2003, by and between Live Nation (as successor to Clear Channel Communications Inc.) and Arena Management Group, LLC.

24. Radio Agreement, dated as of June 9, 2008, by and between Capstar Radio Operating Company and Coyotes Hockey, LLC.

25. Affiliation Agreement, dated as of August 1, 2007, by and between Coyotes Hockey, LLC and San Antonio Hockey, LLC, as amended by that certain Amendment to Affiliation Agreement between Coyotes Hockey, L.L.C. and San Antonio Hockey, L.L.C., entered into on June 24, 2008.

26. Master Lease Agreement, dated as of August 26, 2008, by and between Coyotes Hockey, LLC and Lease Group Resources, Inc.

27. Sponsorship Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and AT&T Operations, Inc.

28. Sponsorship Letter Agreement, dated as of July 3, 2007, by and between Coyotes Hockey, LLC and Benson Security Systems, Inc., as amended by that certain First Amendment to Sponsorship Letter Agreement, dated as of April 9, 2009, by and between Coyotes Hockey, LLC and Benson Security Systems Inc.

29. Amended and Restated Letter Agreement, dated as of August 25, 2008, by and between Coyotes Hockey, LLC and Sharp Electronics Corporation.

30. Agreement for Sponsorship and Promotion, dated as of December 6, 2007, by and between Coyotes Hockey, LLC and Valley Toyota Dealer Association, Inc.

31. Letter Agreement, dated as of November 8, 2007, by and between Coyotes Hockey, LLC and Comerica Bank.

32. Letter Agreement, dated as of November 21, 2007, by and between Coyotes Hockey, LLC and Danny's Family Companies, LLC.

33. Letter Agreement, dated as of December 7, 2006, by and between Coyotes Hockey, LLC and Delta Dental of Arizona.

34. Agreement for Sponsorship and Promotion, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as amended by that certain First Amendment to Agreement for Sponsorship and Promotion, dated as of August 10, 2005, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Second Amendment to Agreement for Sponsorship and Promotion, dated as of September __, 2006, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union, as further amended by that certain Third Amendment to Agreement for Sponsorship and Promotion, dated as of December 7, 2007, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

35. Letter Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Diamond Resorts International, LLC.

36. Letter Agreement, dated as of June 29, 2007, by and between Coyotes Hockey, LLC and Galardi Group Franchise & Leasing, LLC.

37. Letter Agreement, dated as of March 20, 2007, by and between Coyotes Hockey, LLC and Gila River Gaming Enterprises, Inc.

38. Letter Agreement, dated as of August 19, 2008, by and between Coyotes Hockey, LLC and Government Employees Insurance Company.

39. Letter Agreement, dated as of October 23, 2006, by and between Coyotes Hockey, LLC and Heritage Graphics, Inc.

40. Letter Agreement, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Ride Now Management, LLC.

41. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Salt River Project Agricultural Improvement and Power District.

42. Letter Agreement, dated as of July 1, 2008, by and between Coyotes Hockey, LLC and Vemma Nutrition Company.

43. Letter Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

44. Sponsorship Agreement, dated as of July 1, 2007, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

45. Agreement for Sponsorship and Promotion, dated as of July 15, 2008, by and between Coyotes Hockey, LLC and Southwest Water Conditioning, Inc. d/b/a Culligan.

46. Letter Agreement, dated as of November 15, 2008, by and between Peoria Polar, LLC, Chandler Polar, LLC and Gilbert Polar, LLC and Coyotes Hockey, LLC.

47. Agreement for Sponsorship and Promotion, dated as of November 13, 2007, by and between Cigna Corporation and Coyotes Hockey, LLC.

48. Letter Agreement, dated as of August 10, 2007, by and between CMG Enterprises, Inc. and Coyotes Hockey, LLC.

49. Letter Agreement, dated as of February 24, 2009, by and between Dreyer's Grand Ice Cream, Inc. and Coyotes Hockey, LLC.

50. Letter Agreement, dated as of December 6, 2006, by and between Oggi's Pizza & Brewing Co. and Coyotes Hockey, LLC.

51. Letter Agreement, dated as of August 6, 2008, by and between Classic Foods, Inc. and Coyotes Hockey, LLC.

52. Letter Agreement, dated as of November 19, 2007, by and between Unifirst Corporation and Coyotes Hockey, LLC.

53. Draft Amended and Restated Agreement for Sponsorship and Promotion, dated December __, 2008, by and between Coyotes Hockey, LLC and Heineken USA, Inc. d/b/a Heineken.

54. Amended and Restated Suite License Agreement, dated as of July 6, 2006, by and between Coyotes Hockey, LLC and Don Sanderson Ford, Inc.

55. Amended and Restated Suite License Agreement, dated as of February 19, 2007, by and between Coyotes Hockey, LLC and Selectbuild Arizona, LLC.

56. Agreement, dated as of March 20, 2003, by and between Coyotes Hockey, LLC and Kabuto Arizona Properties, L.L.C.

57. Suite License Agreement, dated as of November 1, 2004, by and between Coyotes Hockey, LLC and CB Richard Ellis, Inc.

58. Suite License Agreement, dated as of January 18, 2006, by and between Coyotes Hockey, LLC and Arena Partners, LLC.

59. Suite License Agreement, dated as of September 22, 2006, by and between Coyotes Hockey, LLC and B&B Holdings, Inc.

60. Suite License Agreement, dated as of August 15, 2003, by and between Coyotes Hockey, LLC and Desert Schools Federal Credit Union.

61. Suite License Agreement, dated as of June 3, 2008, by and between Coyotes Hockey, LLC and Honeywell International, Inc.

62. Suite License Agreement, dated as of November 2, 2007, by and between Coyotes Hockey, LLC and Inhouse Assist, LLC.

63. Suite License Agreement, dated as of October 20, 2006, by and between Coyotes Hockey, LLC and Jobing.com, LLC.

64. Amended and Restated Suite License Agreement, dated as of July 10, 2008, by and between Coyotes Hockey, LLC and Kiewit Western Co.

65. Suite License Agreement, dated as of January 8, 2009, by and between Coyotes Hockey, LLC and Jerry Dailey.

66. Suite License Agreement, dated as of June 13, 2008, by and between Coyotes Hockey, LLC and Perini Building Company, LLC.

67. Suite License Agreement, dated as of September 12, 2005, by and between Coyotes Hockey, LLC and Phelps Dodge Corporation.

68. Suite License Agreement, dated as of August 7, 2006, by and between Coyotes Hockey, LLC and VHS Acquisition Subsidiary No. 8, Inc. d/b/a Abrazo Region Services.

69. Suite License Agreement, dated as of November __, 2006, by and between Coyotes Hockey, LLC and WDG Enterprises, Inc.

70. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Evans Overhead Door, LLC.

71. Suite License Agreement, dated as of May 12, 2008, by and between Coyotes Hockey, LLC and Bottling Group, LLC d/b/a The Pepsi Bottling Group.

72. Suite License Agreement, dated as of September 26, 2008, by and between Coyotes Hockey, LLC and Lawns by Les, LLC.

73. Suite License Agreement, dated as of October 23, 2008, by and between Coyotes Hockey, LLC and Waste Management of Arizona, Inc.

74. Suite License Agreement, dated as of August 1, 2006, by and between Coyotes Hockey, LLC and Adolfson & Peterson, Inc.

75. Suite License Agreement, dated as of May 15, 2008, by and between Coyotes Hockey, LLC and Clareity Ventures, Inc.

76. Suite License Agreement, dated as of April 26, 2006, by and between Coyotes Hockey, LLC and Lerner & Rowe, P.C.

77. Suite License Agreement, dated as of August 1, 2008, by and between Coyotes Hockey, LLC and Avnet, Inc.

78. Suite License Agreement, dated as of October 5, 2007, by and between Coyotes Hockey, LLC and Wells Fargo Bank, National Association.

79. Suite License Agreement, dated as of August 29, 2007, by and between Coyotes Hockey, LLC and Shane Doan.

80. Suite License Agreement, dated as of September 23, 2008, by and between Coyotes Hockey, LLC and Ed Jovanovski.

81. Suite License Agreement, dated as of November 30, 2008, by and between Coyotes Hockey, LLC and Godaddy.com, Inc.

82. Suite License Agreement, dated as of July 17, 2006, by and between Coyotes Hockey, LLC and The Silverleaf Club, LLC.

83. Suite License Agreement, dated as of July 1, 2003, by and between Coyotes Hockey, LLC and Pleiades Real Estate Investments, LLC.

84. Amended and Restated Suite License Agreement, dated as of July 12, 2006, by and between Coyotes Hockey, LLC and Parris & Parris, PLC.

85. Suite License Agreement, dated as of November 25, 2008, by and between Coyotes Hockey, LLC and 4 Horsemen Transportation Inc.

86. Suite License Agreement, dated as of February 1, 2008, by and between Coyotes Hockey, LLC and Positive Impact Investments, LLC.

87. Suite License Agreement, dated as of September 19, 2008, by and between Coyotes Hockey, LLC and Derek Morris.

88. Loge Suite License Agreement, dated as of September 20, 2007, by and between Coyotes Hockey, LLC and LandCorp Property Maintenance, Inc.

89. AMULA Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyotes Hockey, LLC and Coyotes Holdings, LLC for the benefit of Coyote Center Development, LLC and Glendale-101 Development, LLC.

90. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

91. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

92. Agreement of Purchase and Sale and Joint Escrow Instructions, dated as of September 25, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

93. Services Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

94. Trademark License Agreement, dated as of June 1, 1998, by and between Coyotes Ice, L.L.C. and BG Hockey Ventures, L.P.

95. Club Transfer and Settlement Agreement, dated as of February 10, 2006, by and among the National Lacrosse League, Coyotes Hockey, LLC, Arena Management Group, LLC, Arizona Lacrosse, LLC, J.A. Columbus Sports Ventures, Inc., Michael Gongas, Charles Russo and AJ Sports Enterprises, Inc.

96. Letter of Agreement, dated as of November 21, 2008, by and between Coyotes Hockey, LLC and Creative Artists Agency LLC.

97. Letter Agreement, dated as of October 29, 2008, by and between Cox Media, LLC and Coyotes Hockey, LLC.

98. Aircraft Charter Agreement, dated as of September 5, 2007, by and between Swift Air, LLC and Coyotes Hockey, LLC.

99. Sixth Amended and Restated Revolving Loan Agreement, dated as of April 16, 2008, by and between Coyotes Hockey, LLC and Jerry Moyes and all other agreements related thereto, including the Sixth Amended and Restated Revolving Promissory Note, dated as of April 16, 2008, by Coyotes Hockey, LLC in favor of Jerry Moyes.

100. Asset Purchase Agreement, dated as of May 5, 2009, by and between Coyotes Hockey, LLC and PSE Sports & Entertainment LP, as amended on June 8, 2009 as evidenced by that certain Notice of Filing Amendments to APA and Schedules filed on June 8, 2009, including exhibits thereto.

101. Employment Agreement, dated as of March __, 2008, by and between Coyotes Hockey, LLC and Wayne D. Gretzky.

102. Arena Management, Use and Lease Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyote Center Development, LLC.

103. Agreement Regarding Renewal and Replacement Schedule, dated as of November 29, 2001, by and among City of Glendale, Coyotes Hockey, LLC and Arena Management Group, LLC.

104. Catering and Concession Agreement, dated as of July 24, 2003, by and among Aramark Sports and Entertainment Services, Inc., Coyotes Hockey, LLC, Arena Management Group, LLC and Arena Development, LLC.

105. Venue Support Service Agreement, dated as of February __, 2008, by and between AEG Facilities, Inc. and Arena Management Group, LLC.

106. Letter Agreement, dated as of October 1, 2008, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey Club, LLC sic (over-the-air television) and Letter Agreement, dated as of April 22, 1999, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC, as amended by that certain Amendment to Letter of Agreement, dated as of May 23, 2003, by and between Fox Sports Net Arizona, LLC and Coyotes Hockey, LLC (pay television).

107. Secured Credit Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League, and all other agreements related thereto, including:

a. Intercreditor Agreement, dated as of February 24, 2009, by and among SOF Investments, L.P., White Tip Investments, LLC, Donatello Investments, LLC and the National Hockey League.

b. Pledge Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

c. Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

d. Trademark Security Agreement, dated as of February 24, 2009, by and between Coyotes Hockey, LLC and the National Hockey League.

e. Assignment of Leases and Rents, dated as of February 24, 2009, from Coyotes Hockey, LLC to the National Hockey League.

f. Leasehold Deed of Trust, dated as of February 24, 2009, by Coyotes Hockey, LLC to Stewart Title & Trust of Phoenix, Inc. for the benefit of the National Hockey League.

g. Subordination Agreement, dated as of February 24, 2009, by and among Coyotes Hockey, LLC, SOF Investments, L.P., White Tip Investments, LLC and Donatello Investments, LLC in favor of the National Hockey League.

h. Amended and Restated Restricted Account and Securities Account Control Agreement, dated as of March 11, 2009, by and among Coyotes Hockey, LLC, the National Hockey League, SOF Investments, L.P. and Wells Fargo, National Association.

108. Credit Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC, and SOF Investments, L.P., as amended, and all agreements related thereto, including:

a. Pledge Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.

b. Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.

c. Trademark Security Agreement, dated as of December 31, 2003, by and between Coyotes Hockey, LLC and SOF Investments, L.P.

d. COA Account Control Agreement, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, SOF Investments, L.P. and Wells Fargo Bank, N.A.

e. Leasehold Deed of Trust by, dated as of December 31, 2003, by and among Coyotes Hockey, LLC, First American Title Insurance Company and SOF Investments, L.P.

109. Letter Agreement, dated November 21, 2008, by and among the NHL, Coyotes Hockey, LLC, Coyotes Holdings, LLC, Coyotes Holdings MemberCo, LLC, Arena Management Group, LLC, Jerry Moyes, Vickie Moyes and the Jerry and Vickie Moyes Family Trust, as amended by a letter agreement dated January 8, 2009, and all agreements related thereto.

Schedule 5.7(c)

Material Contracts

Each Material Contract is in full force and effect and is valid and enforceable by the applicable Seller in accordance with its terms.

Schedule 5.7(d)

Material Contracts

Neither Seller is in default under any Material Contract, and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by either Seller under any Material Contract, other than as a result of the Bankruptcy Case.

Schedule 5.7(e)

Material Contracts

To the Knowledge of the Sellers, no other Person is in default under any Material Contract and no event or circumstance has occurred that would, with notice or lapse of time or both, constitute a default by any other Person under any Material Contract.

Schedule 5.7(f)

Material Contracts

Neither Seller is party to any oral Contract.

Schedule 5.8

Player Contracts and Employees

[INTENTIONALLY OMITTED]

Schedule 5.9

Employee Benefit Plans

Team players and former Team players receive benefits through the NHL's benefit plans.

Schedule 5.10(a)

Intellectual Property

FEDERAL TRADEMARKS

	Mark	Reg. No.	Serial No.	Date Reg.	Date Filed	Record Owner
1	Coyote Jumping (Design only)		77511584		6/30/2008	Coyotes Hockey, LLC
2	Coyote Jumping (Design only)		77511579		6/30/2008	Coyotes Hockey, LLC
3	Coyotes	2661949	76241556	12/17/2002	4/16/2001	Coyotes Hockey, LLC
4	PHX and Design		76538589		8/19/2003	Coyotes Hockey, LLC
5	Coyote Head (Design only)	2957730	76538588	5/31/2005	8/19/2003	Coyotes Hockey, LLC
6	PHX and Design	2955445	76538279	5/24/2005	8/19/2003	Coyotes Hockey, LLC
7	Coyote Head (Design only)	3007665	76538273	10/18/2005	8/19/2003	Coyotes Hockey, LLC
8	Coyotes	2578136	76241560	6/11/2002	4/16/2001	Coyotes Hockey, LLC
9	Phoenix Coyotes	2424929	75834027	1/30/2001	10/28/1999	Coyotes Hockey, LLC
10	Whiteout	2380959	75686862	8/29/2000	4/19/1999	Coyotes Hockey, LLC
11	Crescent Moon (Design only)	2114731	75085000	11/18/1997	4/8/1996	Coyotes Hockey, LLC
12	Coyote Hockey Player (Design only)	2143353	75108115	3/10/1998	5/22/1996	Coyotes Hockey, LLC
13	Coyote Head	2141400	75079774	3/3/1998	3/28/1996	Coyotes Hockey, LLC
14	Coyote Head	2145206	75077583	3/18/1998	3/25/1996	Coyotes Hockey, LLC
15	Coyote Hockey Player (Design only)	2264279	75391651	7/27/1999	11/17/1997	Coyotes Hockey, LLC
16	Street Coyotes	2232638	75161959	3/16/1999	10/6/1996	Coyotes Hockey, LLC
17	Phoenix Coyotes	2109714	75042569	10/28/1997	1/12/1996	Coyotes Hockey, LLC
18	Phoenix Coyotes	2109713	75042567	10/28/1997	1/12/1996	Coyotes Hockey, LLC

ARIZONA TRADEMARKS

	Mark	File ID	Date Begin	Application Date	Record Owner
1	Stylized Coyote Wearing Hockey Uniform and Holding Hockey Stick Above Words "Phoenix Coyotes"	37546	4/8/1996	4/26/1996	Coyotes Hockey, LLC

ARIZONA TRADE NAMES

	Mark	File ID	Date Begin	Application Date	Record Owner
1	Phoenix Coyotes	157724	4/8/1996	4/26/1996	Coyotes Hockey, LLC
2	Phoenix Coyotes Hockey	157725	4/8/1996	4/26/1996	Coyotes Hockey, LLC

CANADIAN TRADEMARKS

	Mark	Reg. No.	Application No.	Date Reg.	Date Filed	Record Owner
1	Coyote Wear	TMA350446	599592	1/27/1989	1/27/1988	Coyotes Hockey, LLC
2	Coyote Head Design	TMA509163	808191	3/11/1999	3/26/1996	Coyotes Hockey, LLC
3	Running Coyotes Design		1402052		7/3/2008	Coyotes Hockey, LLC
4	PHX Design		1188340		9/4/2003	Coyotes Hockey, LLC
5	Coyote Design (Phoenix)	TMA674806	1188337	10/13/2006	9/4/2003	Coyotes Hockey, LLC
6	Phoenix Coyotes	TMA511208	813203	4/28/1999	5/22/1996	Coyotes Hockey, LLC
7	Coyotes	TMA534118	808058	10/5/2000	3/25/1996	Coyotes Hockey, LLC
8	Coyotes & Design	TMA510684	813594	4/12/1999	5/27/1996	Coyotes Hockey, LLC
9	Arizona Coyotes		1106665		6/18/2001	Coyotes Hockey, LLC

website: www.phoenixcoyotes.com

Pursuant to that certain Trademark Security Agreement dated February 23, 2009, Team Seller granted the NHL a security interest in the trademarks and trade names listed on this Schedule.

Pursuant to that certain Trademark Security Agreement dated December 31, 2003, Team Seller granted SOF Investments, L.P. a security interest in the trademarks and trade names listed on this Schedule.

Off-the-Shelf Software

Vendor	Title	Licenses
Sunbelt Software	Ninja Email Security	200
Sunbelt Software	VIPRE Enterprise	200
RIM	Blackberry Enterprise	125
Microsoft	Solomon	8
Microsoft	Solomon Budget	20
Adobe	Acrobat	10
Adobe	After Effects	2
Adobe	Dreamweaver	4
Adobe	Fireworks	2
Adobe	InDesign	6
Adobe	Photoshop Elements	7
Adobe	Sound Booth	2
Adobe	Design Premium	4
Adobe	Web Standard	4
Adobe	Studio	2
Adobe	Design Standard	2
Citrix	Metaframe	20
ABI	ABI MasterMind	20
Nortel	Symposium	50
Nortel	Desktop Messaging	100

Coyotes Hockey LLC
Software Licensing

Vendor	Title	Qty
Symantec	GHOST SOLUTION SUITE	250
Symantec	BACKUP EXEC AGENT FOR WINDOWS SYSTEMS	25
Symantec	BACKUP EXEC SYSTEM RECOVERY DESKTOP	250
Symantec	BACKUP EXEC AGENT FOR MSFT SHAREPOINT 12.5	1
Symantec	BACKUP EXEC AGENT FOR MSFT ACTIVE DIRECTORY 12.5	2
Symantec	BACKUP EXEC OPTION CENTRAL ADMIN SERVER 12.5	2
Symantec	BACKUP EXEC OPTION LIBRARY EXPANSION 12.5	1
Symantec	BACKUP EXEC SYSTEM RECOVERY SERVER 8.5	12
Symantec	BACKUP EXEC WINDOWS MICROSOFT EXCHANGE SERVER 12.5	2
Microsoft	CRM Professional Server Listed	1
Microsoft	CRM Professional CAL	80
Microsoft	Microsoft Project	7
Microsoft	Visio Professional	10
Microsoft	Desktop Professional	250
Microsoft	SQL Server CAL	100
Microsoft	MOM Enterprise Ops Management	7
Microsoft	System Center Ops Mgr	13
Microsoft	Windows Terminal Server CAL	70
Microsoft	Exchange Server Enterprise	2
Microsoft	Exchange Server Enterprise CAL	1
Microsoft	Office SharePoint Server	1
Microsoft	ISA Server Std	1
Microsoft	SQL Server Standard Edition	1
Microsoft	SQL Server Enterprise Edition	1
Microsoft	Office LCS CAL	100
Microsoft	Windows Server Standard	22
Microsoft	Windows Server Enterprise	1
McAfee	McAfee Total Protection for Enterprise	251
McAfee	Virex	11

Schedule 5.12

Tangible Personal Property

See the attached "Coyotes Tangible Personal Property Schedule."

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Coyotes Hockey, LLC

Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000015		Mobile File Cabinets - Qty 15												
	000	09/25/06	2,299.93	P	SLMM	07 00	0.00	2,299.93	02/28/09	574.98	27.38	246.42	821.40	
000016		Mobile File Cabinets - Qty 12												
	000	09/25/06	1,866.03	P	SLMM	07 00	0.00	1,866.03	02/28/09	466.51	22.21	199.93	666.44	
000022		Cherry Finish Desk - Qty 2												
	000	09/25/06	2,724.05	P	SLMM	07 00	0.00	2,724.05	02/28/09	681.01	32.43	291.86	972.87	
000023		Storage Cabinet - Qty 4												
	000	09/25/06	1,150.14	P	SLMM	07 00	0.00	1,150.14	02/28/09	287.54	13.69	123.23	410.77	
000249		Type A-Cubicle #1												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000250		Type A-Cubicle #2												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000251		Type D-Cubicle #3												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000252		Type D-Cubicle #4												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000253		Type A-Cubicle #5												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000254		Type A-Cubicle #6												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000255		Type C-Cubicle #7												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000256		Type C-Cubicle #8												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000257		Space #9												
	000	02/01/07	1,590.16	P	SLMM	07 00	0.00	1,590.16	02/28/09	321.82	18.93	170.37	492.19	
000258		Type A-Cubicle #10												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000259		Type B-Cubicle #11												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000260		Space #12												
	000	12/18/06	644.90	P	SLMM	07 00	0.00	644.90	02/28/09	138.20	7.67	69.09	207.29	
000261		Type A-Cubicle #13												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000262		Type A-Cubicle #14												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000263		Type H-Cubicle #15												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000264		Type H-Cubicle #16												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000265		Type H-Cubicle #17												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000266		Type H-Cubicle #18												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000267		Type C-Cubicle #19												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000268		Type C-Cubicle #20												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000269		Type C-Cubicle #21												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000270		Type C-Cubicle #22												
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	

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Squire Sanders
Sep 01, 2009 13:18

Coyotes Hockey, LLC

Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000271	Type A-Cubicle #23													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000272	Type A-Cubicle #24													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000273	Type F-Cubicle #25													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000274	Type A-Cubicle #26													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000275	Type A-Cubicle #27													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000276	Type A-Cubicle #28													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000277	Type A-Cubicle #29													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000278	Type A-Cubicle #30													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000279	Type A-Cubicle #31													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000280	Type A-Cubicle #32													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000281	Type A-Cubicle #33													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000282	Type A-Cubicle #34													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000283	Type D-Cubicle #35													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000284	Type D-Cubicle #36													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000285	Type C-Cubicle #37													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000286	Type E-Cubicle #38													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000287	Type E-Cubicle #39													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000288	Type E-Cubicle #40													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000289	Type E-Cubicle #41													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000290	Type C-Cubicle #42													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000291	Type D-Cubicle #43													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000292	Type D-Cubicle #44													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000293	Type A-Cubicle #45													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000294	Type A-Cubicle #46													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000295	Type A-Cubicle #47													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000296	Type A-Cubicle #48													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	

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Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	In Svc Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000297	Type C-Cubicle #49													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000298	Type F-Cubicle #50													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000299	Type L-Cubicle #51													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000300	Type C-Cubicle #52													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000301	Type F-Cubicle #53													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000302	Type A-Cubicle #54													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000303	Type A-Cubicle #55													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000304	Type A-Cubicle #56													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000305	Type A-Cubicle #57													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000306	Type A-Cubicle #58													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000307	Type A-Cubicle #59													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000308	Type A-Cubicle #60													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000309	Type A-Cubicle #61													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000310	Type A-Cubicle #62													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000311	Type A-Cubicle #63													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000312	Type F-Cubicle #64													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000313	Type A-Cubicle #65													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000314	Type A-Cubicle #66													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000315	Type F-Cubicle #67													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000316	Type A-Cubicle #68													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000317	Type G-Cubicle #69													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000318	Type G-Cubicle #70													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000319	Type G-Cubicle #71													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000320	Type G-Cubicle #72													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000321	Type I-Cubicle #73													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000322	Type I-Cubicle #74													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	

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Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000323	Type A-Cubicle #75													
	000	12/18/06	2,800.00	P	SLMM	07 00	0.00	2,800.00	02/28/09	600.00	33.34	300.00	900.00	
000324	Type J-Cubicle #76													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000325	Type J-Cubicle #77													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000326	Type J-Cubicle #78													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000327	Type J-Cubicle #79													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000328	Type J-Cubicle #80													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000329	Type J-Cubicle #81													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000330	Type J-Cubicle #82													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000331	Type J-Cubicle #83													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000332	Type J-Cubicle #84													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000333	Type J-Cubicle #85													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000334	Type J-Cubicle #86													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000335	Type J-Cubicle #87													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000336	Type J-Cubicle #88													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000337	Type J-Cubicle #89													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000338	Type J-Cubicle #90													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000339	Type J-Cubicle #91													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000340	Type J-Cubicle #92													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000341	Type J-Cubicle #93													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000342	Type J-Cubicle #94													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000343	Type J-Cubicle #95													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000344	Type J-Cubicle #96													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000345	Type J-Cubicle #97													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000346	Type J-Cubicle #98													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000347	Type J-Cubicle #99													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000348	Type J-Cubicle #100													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	

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Coyotes Hockey, LLC

Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000349	Type J-Cubicle #101													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000350	Type J-Cubicle #102													
	000	12/18/06	1,500.00	P	SLMM	07 00	0.00	1,500.00	02/28/09	321.43	17.85	160.71	482.14	
000351	Type K-Cubicle #103													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000352	Type K-Cubicle #104													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000353	Type K-Cubicle #105													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000354	Type K-Cubicle #106													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000355	Type K-Cubicle #107													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000356	Type K-Cubicle #108													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000357	Type K-Cubicle #109													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000358	Type K-Cubicle #110													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000359	Type K-Cubicle #111													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000360	Type K-Cubicle #112													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000361	Type K-Cubicle #113													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000362	Type K-Cubicle #114													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000363	Type K-Cubicle #115													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000364	Type K-Cubicle #116													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000365	Type K-Cubicle #117													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000366	Type K-Cubicle #118													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000367	Type K-Cubicle #119													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000368	Type K-Cubicle #120													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000369	Type K-Cubicle #121													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000370	Type K-Cubicle #122													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000371	Type K-Cubicle #123													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000372	Type K-Cubicle #124													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000373	Type K-Cubicle #125													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000374	Type K-Cubicle #126													
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	

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Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1700-000														
000375		Type K-Cubicle #127												
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000376		Type K-Cubicle #128												
	000	12/18/06	1,400.00	P	SLMM	07 00	0.00	1,400.00	02/28/09	300.00	16.67	150.00	450.00	
000377		Lobby-#200												
	000	12/18/06	7,955.42	P	SLMM	07 00	0.00	7,955.42	02/28/09	1,704.74	94.70	852.36	2,557.10	
000378		Type M-Office #203												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000379		Type M-Office #204												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000380		Type M-Office #205												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000381		Type R-Office #206												
	000	12/18/06	7,279.63	P	SLMM	07 00	0.00	7,279.63	02/28/09	1,559.92	86.66	779.96	2,339.88	
000382		Type M-Office #207												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000383		Type O-Office #208												
	000	12/18/06	15,488.99	P	SLMM	07 00	0.00	15,488.99	02/28/09	3,319.07	184.39	1,659.53	4,978.60	
000384		Type P-Office #209												
	000	12/18/06	6,301.16	P	SLMM	07 00	0.00	6,301.16	02/28/09	1,350.25	75.01	675.12	2,025.37	
000385		Type Q-Office #210												
	000	12/18/06	7,997.40	P	SLMM	07 00	0.00	7,997.40	02/28/09	1,713.73	95.20	856.86	2,570.59	
000386		Type M-Office #213												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000387		Type M-Office #214												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000388		Type N-Office #215												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000389		Type M-Office #216												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000390		Type W-Office #217												
	000	12/18/06	7,084.53	P	SLMM	07 00	0.00	7,084.53	02/28/09	1,518.13	84.34	759.06	2,277.19	
000391		Type M-Office #218												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000392		Type M-Office #219												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000393		Type S-Office #220												
	000	12/18/06	8,366.26	P	SLMM	07 00	0.00	8,366.26	02/28/09	1,792.77	99.60	896.38	2,689.15	
000394		Type M-Office #221												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000395		Type M-Office #222												
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000396		Type T-Office #223												
	000	12/18/06	8,501.60	P	SLMM	07 00	0.00	8,501.60	02/28/09	1,821.79	101.21	910.89	2,732.68	
000397		Presidents Office- #224												
	000	12/18/06	5,495.28	P	SLMM	07 00	0.00	5,495.28	02/28/09	1,177.56	65.42	588.78	1,766.34	
000398		Presidents Office- #224												
	000	02/01/07	6,314.89	P	SLMM	07 00	0.00	6,314.89	02/28/09	1,278.02	75.17	676.59	1,954.61	
000399		Admin Area -#226												
	000	12/18/06	4,470.33	P	SLMM	07 00	0.00	4,470.33	02/28/09	957.93	53.22	478.96	1,436.89	
000400		Admin Area -#226												
	000	02/01/07	5,038.74	P	SLMM	07 00	0.00	5,038.74	02/28/09	1,019.75	59.98	539.86	1,559.61	

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Depreciation Expense Report

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G/L Asset Acct No = 1700-000														
000401	Eastern Conference Room-#229													
	000	12/18/06	7,725.16	P	SLMM	07 00	0.00	7,725.16	02/28/09	1,655.40	91.97	827.70	2,483.10	
000402	Western Conference Room-#230													
	000	12/18/06	5,691.65	P	SLMM	07 00	0.00	5,691.65	02/28/09	1,219.64	67.75	609.81	1,829.45	
000403	Western Conference Room-#230													
	000	03/06/07	1,236.55	P	SLMM	07 00	0.00	1,236.55	02/28/09	235.53	14.72	132.48	368.01	
000404	Type V-Office #231													
	000	12/18/06	7,175.91	P	SLMM	07 00	0.00	7,175.91	02/28/09	1,537.70	85.42	768.84	2,306.54	
000405	Type M-Office #232													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000406	Type M-Office #233													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000407	Type M-Office #234													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000408	Type M-Office #235													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000409	Type M-Office #236													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000410	Type M-Office #237													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000411	Type X-Office #238													
	000	12/18/06	9,560.45	P	SLMM	07 00	0.00	9,560.45	02/28/09	2,048.67	113.81	1,024.33	3,073.00	
000412	Type M-Office #239													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000413	Type N-Office #240													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000414	Type M-Office #241													
	000	03/06/07	3,702.00	P	SLMM	07 00	0.00	3,702.00	02/28/09	705.15	44.07	396.64	1,101.79	
000415	Coyotes Conference Room-#244													
	000	12/18/06	13,697.62	P	SLMM	07 00	0.00	13,697.62	02/28/09	2,935.20	163.07	1,467.60	4,402.80	
000416	Type M-Office #245													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000417	Type Y-Office #247													
	000	12/18/06	7,355.21	P	SLMM	07 00	0.00	7,355.21	02/28/09	1,576.12	87.56	788.06	2,364.18	
000418	Type M-Office #248													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000419	Type S-Office #249													
	000	12/18/06	8,366.26	P	SLMM	07 00	0.00	8,366.26	02/28/09	1,792.77	99.60	896.38	2,689.15	
000420	Type N-Office #250													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000421	Type M-Office #255													
	000	12/18/06	3,261.73	P	SLMM	07 00	0.00	3,261.73	02/28/09	698.94	38.83	349.47	1,048.41	
000422	Break Room-#266													
	000	12/18/06	1,232.34	P	SLMM	07 00	0.00	1,232.34	02/28/09	264.08	14.67	132.03	396.11	
000423	Break Room-#266													
	000	12/18/06	1,775.00	P	SLMM	07 00	0.00	1,775.00	02/28/09	380.36	21.13	190.17	570.53	
000424	Break Room-#266													
	000	12/18/06	2,817.61	P	SLMM	07 00	0.00	2,817.61	02/28/09	603.78	33.55	301.89	905.67	
000425	Executive Lobby-#267													
	000	12/18/06	1,058.85	P	SLMM	07 00	0.00	1,058.85	02/28/09	226.90	12.61	113.45	340.35	
000426	Labor - Office Furniture													
	000	12/18/06	18,257.01	P	SLMM	07 00	0.00	18,257.01	02/28/09	3,912.22	217.35	1,956.11	5,868.33	

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G/L Asset Acct No = 1700-000														
000427		Sales Tax - Office Furniture												
	000	12/18/06	35,771.60	P	SLMM	07 00	0.00	35,771.60	02/28/09	7,665.35	425.85	3,832.67	11,498.02	
000428		Freight - Office Furniture												
	000	12/18/06	1,368.24	P	SLMM	07 00	0.00	1,368.24	02/28/09	293.19	16.29	146.59	439.78	
000429		File Cabinets												
	000	12/18/06	1,787.28	P	SLMM	07 00	0.00	1,787.28	02/28/09	382.99	21.27	191.49	574.48	
000430		Benson Security System												
	000	12/21/06	41,394.93	P	SLMM	05 00	0.00	41,394.93	02/28/09	12,418.48	689.92	6,209.24	18,627.72	
000437		VOIP Phone System												
	000	12/18/06	370,635.50	P	SLMM	07 00	0.00	370,635.50	02/28/09	79,421.90	4,412.32	39,710.94	119,132.84	
000438		VOIP - Labor & Materials												
	000	12/18/06	39,123.92	P	SLMM	07 00	0.00	39,123.92	02/28/09	8,383.70	465.76	4,191.84	12,575.54	
000439		VOIP - Labor & Materials												
	000	12/18/06	10,430.16	P	SLMM	07 00	0.00	10,430.16	02/28/09	2,235.03	124.17	1,117.51	3,352.54	
000441		Cabling TV's, Projectors, Elec for offices												
	000	02/21/07	61,326.10	P	SLMM	05 00	0.00	61,326.10	02/28/09	16,353.63	1,022.10	9,198.91	25,552.54	
000442		Elec. White Board -Conf. Rm												
	000	12/18/06	6,546.16	P	SLMM	07 00	0.00	6,546.16	02/28/09	1,402.75	77.93	701.37	2,104.12	
000443		Sony 32IN LCD TV - Qty 8												
	000	12/18/06	13,422.06	P	SLMM	05 00	0.00	13,422.06	02/28/09	4,026.62	223.70	2,013.30	6,039.92	
000444		Sony 40IN LCD TV												
	000	12/18/06	2,135.66	P	SLMM	05 00	0.00	2,135.66	02/28/09	640.70	35.59	320.34	961.04	
000445		Speakers for TV's												
	000	12/18/06	4,572.35	P	SLMM	05 00	0.00	4,572.35	02/28/09	1,371.71	76.21	685.85	2,057.56	
000446		Sony 26IN LCD TV												
	000	12/18/06	9,389.69	P	SLMM	05 00	0.00	9,389.69	02/28/09	2,816.91	156.49	1,408.45	4,225.36	
000447		Bluetooth Office Headset												
	000	01/08/07	3,118.09	P	SLMM	05 00	0.00	3,118.09	02/28/09	935.43	51.97	467.71	1,403.14	
000448		Bluetooth Office Headset												
	000	12/20/06	3,841.42	P	SLMM	05 00	0.00	3,841.42	02/28/09	1,152.42	64.03	576.21	1,728.63	
000452		Analog fax hardware for fax & CC machines												
	000	12/18/06	1,568.84	P	SLMM	05 00	0.00	1,568.84	02/28/09	470.65	26.14	235.32	705.97	
000455		Headsets for Sales Dept.												
	000	12/19/06	2,285.36	P	SLMM	05 00	0.00	2,285.36	02/28/09	685.62	38.09	342.80	1,028.42	
000456		15IN LCD Screens - Qty 4												
	000	12/18/06	1,643.78	P	SLMM	05 00	0.00	1,643.78	02/28/09	493.14	27.40	246.57	739.71	
000459		32IN LCD TV - Qty 2												
	000	12/18/06	3,312.45	P	SLMM	05 00	0.00	3,312.45	02/28/09	993.74	55.20	496.86	1,490.60	
000460		40IN LCD TV - Qty 4												
	000	12/18/06	8,409.31	P	SLMM	05 00	0.00	8,409.31	02/28/09	2,522.79	140.15	1,261.39	3,784.18	
000461		Hardware to Install TV's												
	000	12/18/06	2,286.69	P	SLMM	05 00	0.00	2,286.69	02/28/09	686.01	38.11	343.00	1,029.01	
000470		TV-40IN LCD WXGA												
	000	02/20/07	3,330.81	P	SLMM	05 00	0.00	3,330.81	02/28/09	888.21	55.52	499.62	1,387.83	
000485		Projector - In Focus LP600												
	000	01/01/07	2,584.35	P	SLMM	05 00	0.00	2,584.35	02/28/09	775.31	43.07	387.65	1,162.96	
000486		Electronic White Board - Qty 4												
	000	01/01/07	6,546.16	P	SLMM	07 00	0.00	6,546.16	02/28/09	1,402.75	77.93	701.37	2,104.12	
000487		Headsets for Tkt Sales												
	000	01/08/07	2,009.87	P	SLMM	05 00	0.00	2,009.87	02/28/09	602.96	33.49	301.47	904.43	
000494		Labor to reconfigure workstations												
	000	07/17/07	1,200.00	P	SLMM	07 00	0.00	1,200.00	02/28/09	157.14	14.29	128.57	285.71	

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G/L Asset Acct No = 1700-000														
000495		Table & Bookcase Hutch												
	000	09/25/07	2,118.56	P	SLMM	07 00	0.00	2,118.56	02/28/09	226.99	25.22	226.98	453.97	
000496		4 - Nortel WLan Handsets												
	000	07/18/07	2,242.16	P	SLMM	07 00	0.00	2,242.16	02/28/09	293.62	26.69	240.23	533.85	
000508		Benson Security - CCTV Upgrade												
	000	10/24/07	153,931.06	P	SLMM	05 00	0.00	153,931.06	02/28/09	20,524.14	2,565.51	23,089.65	43,613.79	
000510		Office Cubicles Cables												
	000	04/18/08	2,355.32	P	SLMM	07 00	0.00	2,355.32	02/28/09	56.09	28.04	252.36	308.45	
000512		Reconfigure Cubicles												
	000	04/16/08	12,651.56	P	SLMM	07 00	0.00	12,651.56	02/28/09	301.23	150.61	1,355.52	1,656.75	
000514		Wall Murals												
	000	03/03/08	41,813.02	P	SLMM	07 00	0.00	41,813.02	02/28/09	1,991.10	497.77	4,479.96	6,471.06	
000539		Office Lobby Sign												
	000	10/29/08	4,084.81	P	SLMM	07 00	0.00	4,084.81	02/28/09	0.00	48.63	243.15	243.15	
000541		Interview Room Media Backdrop												
	000	11/17/08	1,371.08	P	SLMM	07 00	0.00	1,371.08	02/28/09	0.00	16.32	65.29	65.29	
	G/L Asset Acct No = 1700-000		1,410,410.93				0.00	1,410,410.93		290,402.71	18,317.38	164,577.37	454,980.08	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 216		1,410,410.93				0.00	1,410,410.93		290,402.71	18,317.38	164,577.37	454,980.08	
G/L Asset Acct No = 1710-000														
000069		Sony BVW75 Recorder												
	000	09/25/06	991.08	P	SLMM	03 00	0.00	991.08	02/28/09	578.13	27.53	247.77	825.90	
000070		Firewall												
	000	09/25/06	125.40	P	SLMM	03 00	0.00	125.40	02/28/09	73.15	3.49	31.35	104.50	
000071		Exchange Software												
	000	09/25/06	273.00	P	SLMM	03 00	0.00	273.00	02/28/09	159.25	7.59	68.25	227.50	
000072		Ticketmaster Server												
	000	09/25/06	1,291.26	P	SLMM	03 00	0.00	1,291.26	02/28/09	753.24	35.87	322.81	1,076.05	
000073		S Series 512 MB Computers - Qty 12												
	000	09/25/06	6,034.82	P	SLMM	03 00	0.00	6,034.82	02/28/09	3,520.32	167.63	1,508.70	5,029.02	
000074		CDRWDVD - Qty 3												
	000	09/25/06	2,654.52	P	SLMM	03 00	0.00	2,654.52	02/28/09	1,548.47	73.74	663.63	2,212.10	
000075		Thinkvision LCD - Qty 15												
	000	09/26/06	3,153.95	P	SLMM	03 00	0.00	3,153.95	02/28/09	1,839.82	87.61	788.49	2,628.31	
000076		S Series 512 MB Computers - Qty 3												
	000	09/25/06	1,508.70	P	SLMM	03 00	0.00	1,508.70	02/28/09	880.08	41.91	377.17	1,257.25	
000077		Cannon 510 Fax												
	000	09/25/06	1,108.87	P	SLMM	03 00	0.00	1,108.87	02/28/09	646.84	30.80	277.21	924.05	
000078		PC w/Pentium Processors - Qty 15												
	000	09/25/06	12,670.69	P	SLMM	03 00	0.00	12,670.69	02/28/09	7,391.23	351.97	3,167.67	10,558.90	
000079		KM Printer FS												
	000	09/25/06	5,220.06	P	SLMM	03 00	0.00	5,220.06	02/28/09	3,045.04	145.00	1,305.01	4,350.05	
000080		CDRWDVD - Qty 2												
	000	09/25/06	1,815.08	P	SLMM	03 00	0.00	1,815.08	02/28/09	1,058.80	50.42	453.77	1,512.57	
000081		LC2050P Fax												
	000	09/25/06	650.07	P	SLMM	03 00	0.00	650.07	02/28/09	379.21	18.05	162.51	541.72	
000082		OLB Win Svr & Exchange 2003 - Qty 50												

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G/L Asset Acct No = 1710-000														
	000	09/25/06	2,991.49	P	SLMM	03 00	0.00	2,991.49	02/28/09	1,745.03	83.10	747.87	2,492.90	
000083	PM G5/2300 DP 512 Computer													
	000	09/25/06	1,575.70	P	SLMM	03 00	0.00	1,575.70	02/28/09	919.17	43.77	393.92	1,313.09	
000084	P7010 PM753 CDRW/DVD Computer													
	000	09/25/06	1,237.25	P	SLMM	03 00	0.00	1,237.25	02/28/09	721.73	34.37	309.31	1,031.04	
000085	S Series 512 MB Computer + Monitor - qty 5													
	000	09/25/06	3,836.88	P	SLMM	03 00	0.00	3,836.88	02/28/09	2,238.18	106.58	959.22	3,197.40	
000086	EXP TP X32 1.8GB Computer													
	000	09/25/06	1,120.27	P	SLMM	03 00	0.00	1,120.27	02/28/09	653.49	31.12	280.06	933.55	
000087	512MB-60GB WLS Combo Computer													
	000	09/25/06	971.22	P	SLMM	03 00	0.00	971.22	02/28/09	566.55	26.98	242.80	809.35	
000088	BES 3.6 Exchange - Qty 2													
	000	09/25/06	1,687.49	P	SLMM	03 00	0.00	1,687.49	02/28/09	984.37	46.87	421.87	1,406.24	
000089	TP 512MB Laptop													
	000	09/25/06	1,072.27	P	SLMM	03 00	0.00	1,072.27	02/28/09	625.49	29.78	268.06	893.55	
000090	EXP TP X32 1.8GB Computer													
	000	09/25/06	1,154.63	P	SLMM	03 00	0.00	1,154.63	02/28/09	673.54	32.08	288.66	962.20	
000185	Apple Power Mac G4													
	000	09/25/06	1,575.71	P	SLMM	03 00	0.00	1,575.71	02/28/09	919.18	43.77	393.93	1,313.11	
000186	3-Laptops TP 512MB													
	000	09/25/06	3,756.69	P	SLMM	03 00	0.00	3,756.69	02/28/09	2,191.40	104.35	939.17	3,130.57	
000188	Dell D820 Laptop													
	000	09/25/06	1,563.95	P	SLMM	03 00	0.00	1,563.95	02/28/09	912.31	43.45	390.99	1,303.30	
000190	3 - Dell Latitude D620 Package													
	000	09/25/06	3,890.62	P	SLMM	03 00	0.00	3,890.62	02/28/09	2,269.53	108.07	972.65	3,242.18	
000191	3 - Opti Plex GX620 Desktop Package													
	000	09/25/06	3,148.17	P	SLMM	03 00	0.00	3,148.17	02/28/09	1,836.43	87.45	787.04	2,623.47	
000196	7 - Dell 19 Inch Flat Panels													
	000	09/25/06	1,584.41	P	SLMM	03 00	0.00	1,584.41	02/28/09	924.24	44.01	396.10	1,320.34	
000198	6 - Dell Latitude D620 Package													
	000	09/25/06	8,243.23	P	SLMM	03 00	0.00	8,243.23	02/28/09	4,808.55	228.98	2,060.80	6,869.35	
000199	Macbook Pro Laptop													
	000	09/25/06	2,609.67	P	SLMM	03 00	0.00	2,609.67	02/28/09	1,522.31	72.49	652.41	2,174.72	
000200	Opti Plex GX620 Desktop Package													
	000	09/25/06	1,094.53	P	SLMM	03 00	0.00	1,094.53	02/28/09	638.47	30.41	273.63	912.10	
000201	Opti Plex GX620 Desktop Package													
	000	09/25/06	1,094.53	P	SLMM	03 00	0.00	1,094.53	02/28/09	638.47	30.41	273.63	912.10	
000202	Opti Plex GX620 Desktop Package													
	000	09/25/06	1,094.53	P	SLMM	03 00	0.00	1,094.53	02/28/09	638.47	30.41	273.63	912.10	
000203	Dual Core Xeon Desktop PE 1950													
	000	09/25/06	3,396.67	P	SLMM	03 00	0.00	3,396.67	02/28/09	1,981.39	94.35	849.16	2,830.55	
000204	6 - Dell Latitude D620 Package													
	000	09/25/06	8,284.16	P	SLMM	03 00	0.00	8,284.16	02/28/09	4,832.43	230.12	2,071.04	6,903.47	
000206	6 - Dell 19 Inch Flat Panels													
	000	09/25/06	986.35	P	SLMM	03 00	0.00	986.35	02/28/09	575.37	27.40	246.58	821.95	
000209	Dual Core Xeon Desktop PE 2950													
	000	09/25/06	5,449.94	P	SLMM	03 00	0.00	5,449.94	02/28/09	3,179.14	151.38	1,362.48	4,541.62	
000210	Dual Core Xeon Desktop PE 2950													
	000	09/25/06	5,449.94	P	SLMM	03 00	0.00	5,449.94	02/28/09	3,179.14	151.38	1,362.48	4,541.62	
000211	Dual Core Xeon Desktop PE 1950													
	000	09/25/06	3,413.45	P	SLMM	03 00	0.00	3,413.45	02/28/09	1,991.18	94.82	853.36	2,844.54	
000212	Dual Core Xeon Desktop PE 1950													

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G/L Asset Acct No = 1710-000														
	000	09/25/06	3,762.56	P	SLMM	03 00	0.00	3,762.56	02/28/09	2,194.83	104.52	940.64	3,135.47	
000213	Dual Core Xeon Desktop PE 2950													
	000	09/25/06	6,153.52	P	SLMM	03 00	0.00	6,153.52	02/28/09	3,589.55	170.93	1,538.37	5,127.92	
000216	22 - 1GB Memory 333MHZ													
	000	09/25/06	2,386.38	P	SLMM	03 00	0.00	2,386.38	02/28/09	1,392.06	66.29	596.59	1,988.65	
000217	50 - Dell 19 Inch Flat Panels													
	000	09/25/06	9,221.61	P	SLMM	03 00	0.00	9,221.61	02/28/09	5,379.27	256.16	2,305.40	7,684.67	
000218	2 - Dual Core Xeon Desktop PE 2950													
	000	09/25/06	10,942.80	P	SLMM	03 00	0.00	10,942.80	02/28/09	6,383.30	303.97	2,735.70	9,119.00	
000219	114 - 1GB Memory 333MHZ													
	000	09/25/06	12,377.90	P	SLMM	03 00	0.00	12,377.90	02/28/09	7,220.45	343.83	3,094.47	10,314.92	
000220	10 - Opti Plex GX620 Desktop Package													
	000	09/25/06	10,955.54	P	SLMM	03 00	0.00	10,955.54	02/28/09	6,390.74	304.32	2,738.88	9,129.62	
000221	2 Infoblox-1050 DNSone													
	000	09/25/06	19,407.41	P	SLMM	03 00	0.00	19,407.41	02/28/09	11,320.99	539.09	4,851.85	16,172.84	
000222	6 - Dell Latitude D620 Package													
	000	09/25/06	8,382.39	P	SLMM	03 00	0.00	8,382.39	02/28/09	4,889.73	232.84	2,095.59	6,985.32	
000223	Poweredge 4210 Server													
	000	09/25/06	2,825.42	P	SLMM	03 00	0.00	2,825.42	02/28/09	1,648.17	78.48	706.35	2,354.52	
000224	16 Port Digital Switch Analog Lines													
	000	09/25/06	3,178.77	P	SLMM	03 00	0.00	3,178.77	02/28/09	1,854.28	88.30	794.69	2,648.97	
000227	12 - Dell 19 Inch Flat Panels													
	000	09/25/06	2,413.16	P	SLMM	03 00	0.00	2,413.16	02/28/09	1,407.68	67.03	603.29	2,010.97	
000229	8- Edge 1 GB Memory													
	000	09/25/06	1,148.02	P	SLMM	03 00	0.00	1,148.02	02/28/09	669.69	31.89	287.00	956.69	
000230	10 - Opti Plex GX620 Desktop Package													
	000	09/25/06	10,582.34	P	SLMM	03 00	0.00	10,582.34	02/28/09	6,173.04	293.95	2,645.58	8,818.62	
000232	ML6010 Control Module													
	000	09/25/06	23,068.09	P	SLMM	03 00	0.00	23,068.09	02/28/09	13,456.38	640.78	5,767.02	19,223.40	
000233	1- Cisco VPN Appliance													
	000	09/25/06	2,623.73	P	SLMM	03 00	0.00	2,623.73	02/28/09	1,530.51	72.88	655.93	2,186.44	
000234	3 - Opti Plex GX620 Desktop Package													
	000	09/25/06	2,950.99	P	SLMM	03 00	0.00	2,950.99	02/28/09	1,721.41	81.97	737.74	2,459.15	
000236	2 - Dual Core Xeon Desktop PE 1950													
	000	09/25/06	7,282.52	P	SLMM	03 00	0.00	7,282.52	02/28/09	4,248.14	202.29	1,820.63	6,068.77	
000237	Macbook Pro Laptop													
	000	09/25/06	2,666.57	P	SLMM	03 00	0.00	2,666.57	02/28/09	1,555.50	74.07	666.64	2,222.14	
000238	4 - 300/143 GB Hard Drives													
	000	09/25/06	1,590.26	P	SLMM	03 00	0.00	1,590.26	02/28/09	927.66	44.17	397.56	1,325.22	
000241	Dual Core Xeon Desktop PE 1950													
	000	09/25/06	3,665.82	P	SLMM	03 00	0.00	3,665.82	02/28/09	2,138.40	101.83	916.45	3,054.85	
000242	2 - Dual Core Xeon Desktop PE 2950													
	000	09/25/06	10,210.61	P	SLMM	03 00	0.00	10,210.61	02/28/09	5,956.19	283.63	2,552.65	8,508.84	
000243	12 - Dell 19 Inch Flat Panels													
	000	09/25/06	2,358.20	P	SLMM	03 00	0.00	2,358.20	02/28/09	1,375.62	65.51	589.55	1,965.17	
000244	2 - Nortel Ethernet Routing Switch													
	000	09/25/06	10,309.48	P	SLMM	03 00	0.00	10,309.48	02/28/09	6,013.86	286.37	2,577.36	8,591.22	
000247	10 - Opti Plex GX620 Desktop Package													
	000	09/25/06	11,288.17	P	SLMM	03 00	0.00	11,288.17	02/28/09	6,584.76	313.56	2,822.04	9,406.80	
000431	Laptop for Video Cord.													
	000	11/12/06	3,783.67	P	SLMM	03 00	0.00	3,783.67	02/28/09	2,102.04	105.10	945.91	3,047.95	
000432	Dell 19inch Flat Panel Monitors													

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G/L Asset Acct No = 1710-000														
	000	10/29/06	2,053.49	P	SLMM	03 00	0.00	2,053.49	02/28/09	1,140.83	57.04	513.37	1,654.20	
000434	Color Printer - Hky Ops													
	000	10/02/06	2,590.00	P	SLMM	03 00	0.00	2,590.00	02/28/09	1,510.83	71.94	647.49	2,158.32	
000450	Projector Screens - Qty 3													
	000	12/22/06	12,048.14	P	SLMM	03 00	0.00	12,048.14	02/28/09	6,024.07	334.67	3,012.03	9,036.10	
000451	Elec. Projector Screens-Qty 3													
	000	12/18/06	16,929.32	P	SLMM	03 00	0.00	16,929.32	02/28/09	8,464.66	470.26	4,232.33	12,696.99	
000462	Projector Screens - Qty 5													
	000	12/18/06	15,445.43	P	SLMM	03 00	0.00	15,445.43	02/28/09	7,722.73	429.04	3,861.36	11,584.09	
000464	Dell Latitude D620 - Qty 5													
	000	01/01/07	7,201.19	P	SLMM	03 00	0.00	7,201.19	02/28/09	3,600.60	200.04	1,800.30	5,400.90	
000465	Dell OptiPlex GX620-Qty 20													
	000	01/01/07	23,499.10	P	SLMM	03 00	0.00	23,499.10	02/28/09	11,749.55	652.75	5,874.77	17,624.32	
000466	Dell Latitude D820- Qty 1													
	000	01/01/07	3,626.87	P	SLMM	03 00	0.00	3,626.87	02/28/09	1,813.44	100.75	906.72	2,720.16	
000471	Dell Latitude D620- Qty 3													
	000	03/01/07	4,439.89	P	SLMM	03 00	0.00	4,439.89	02/28/09	1,973.28	123.33	1,109.97	3,083.25	
000472	Laptop Desk Port Replicator - Qty 10													
	000	01/23/07	1,624.96	P	SLMM	03 00	0.00	1,624.96	02/28/09	767.34	45.13	406.23	1,173.57	
000475	Dell OptiPlex 745 Desktop - Qty 10													
	000	01/25/07	10,630.42	P	SLMM	03 00	0.00	10,630.42	02/28/09	5,019.93	295.29	2,657.60	7,677.53	
000476	Dell Core Xeon Processor													
	000	01/07/07	5,390.39	P	SLMM	03 00	0.00	5,390.39	02/28/09	2,695.20	149.74	1,347.60	4,042.80	
000477	Dell Latitude D620-Qty 3													
	000	01/26/07	4,320.72	P	SLMM	03 00	0.00	4,320.72	02/28/09	2,040.34	120.02	1,080.18	3,120.52	
000478	Passport Switches - Qty 2													
	000	04/30/07	27,751.41	P	SLMM	07 00	0.00	27,751.41	02/28/09	4,625.24	330.37	2,973.36	7,598.60	
000479	Dell 19IN Flat Panel Monitors - Qty 10													
	000	01/01/07	2,265.60	P	SLMM	03 00	0.00	2,265.60	02/28/09	1,132.80	62.94	566.40	1,699.20	
000480	Dell Wireless Laptop Cards - Qty 10													
	000	01/23/07	1,593.82	P	SLMM	03 00	0.00	1,593.82	02/28/09	752.63	44.27	398.45	1,151.08	
000481	Dell OptiPlex 745 - Qty 3													
	000	01/24/07	3,260.63	P	SLMM	03 00	0.00	3,260.63	02/28/09	1,539.75	90.58	815.16	2,354.91	
000482	Xeon Processor Server for Ticketmaster & Archtics - Qty 3													
	000	01/22/07	17,626.48	P	SLMM	03 00	0.00	17,626.48	02/28/09	8,323.61	489.62	4,406.61	12,730.22	
000483	Dell OptiPlex GX620-Qty 10													
	000	01/01/07	11,878.43	P	SLMM	03 00	0.00	11,878.43	02/28/09	5,939.22	329.96	2,969.61	8,908.83	
000484	PowerEdge 4210 (Corporate Controller Server)													
	000	01/01/07	6,046.63	P	SLMM	03 00	0.00	6,046.63	02/28/09	3,023.31	167.96	1,511.65	4,534.96	
000488	Dell Latitude D620 - Qty 3													
	000	01/12/07	6,544.64	P	SLMM	03 00	0.00	6,544.64	02/28/09	3,272.32	181.80	1,636.16	4,908.48	
000489	APC Smart Power for Computers - Qty 4													
	000	01/01/07	1,952.46	P	SLMM	03 00	0.00	1,952.46	02/28/09	976.23	54.23	488.11	1,464.34	
000499	1 - MacBook Pro Laptop													
	000	07/16/07	3,264.79	P	SLMM	03 00	0.00	3,264.79	02/28/09	997.58	90.69	816.19	1,813.77	
000500	5 - Dell UltraSharp 1907 Flat Panel 19in.													
	000	10/23/07	1,503.34	P	SLMM	03 00	0.00	1,503.34	02/28/09	334.09	41.76	375.83	709.92	
000501	3 - Dell Latitude D630 2GHZ, 800MHZ													
	000	09/30/07	5,293.73	P	SLMM	03 00	0.00	5,293.73	02/28/09	1,323.43	147.05	1,323.43	2,646.86	
000503	5 - OptiPlex 745 Desktops System													
	000	08/10/07	5,026.32	P	SLMM	03 00	0.00	5,026.32	02/28/09	1,535.82	139.62	1,256.58	2,792.40	
000504	3 - Dell Latitude D830 2.40GHZ, 800MHZ Computers													

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G/L Asset Acct No = 1710-000														
	000	08/19/07	9,456.57	P	SLMM	03 00	0.00	9,456.57	02/28/09	2,626.83	262.68	2,364.14	4,990.97	
000506	1 - Dell Latitude D630 2.40GHZ, 800MHZ Computer													
	000	11/23/07	2,832.98	P	SLMM	03 00	0.00	2,832.98	02/28/09	550.86	78.69	708.24	1,259.10	
000507	2 - Dell OptiPlex 755 Minitower 3.0GHZ Computers													
	000	11/21/07	2,923.60	P	SLMM	03 00	0.00	2,923.60	02/28/09	568.48	81.21	730.89	1,299.37	
000515	2 - Xeon 3040 Dell Servers													
	000	02/07/08	4,268.90	P	SLMM	03 00	0.00	4,268.90	02/28/09	592.90	118.58	1,067.22	1,660.12	
000516	1 Dell Latitude Laptop													
	000	02/29/08	2,260.02	P	SLMM	03 00	0.00	2,260.02	02/28/09	251.11	62.78	565.00	816.11	
000517	Dell Rack Unit													
	000	02/01/08	5,943.46	P	SLMM	03 00	0.00	5,943.46	02/28/09	825.48	165.10	1,485.86	2,311.34	
000518	2 Dell Laptops													
	000	02/01/08	4,543.34	P	SLMM	03 00	0.00	4,543.34	02/28/09	631.02	126.20	1,135.83	1,766.85	
000519	10 - OptiPlex 755 Desktop Computers													
	000	05/19/08	14,941.11	P	SLMM	03 00	0.00	14,941.11	02/28/09	415.03	415.03	3,735.27	4,150.30	
000520	2 - DataCenter Servers													
	000	04/23/08	5,715.83	P	SLMM	03 00	0.00	5,715.83	02/28/09	317.55	158.78	1,428.96	1,746.51	
000523	Dell Lat. D630 Computers - Qty 4													
	000	07/11/08	8,313.49	P	SLMM	03 00	0.00	8,313.49	02/28/09	0.00	230.93	2,078.37	2,078.37	
000527	Dell Latitude													
	000	08/27/08	1,200.00	P	SLMM	03 00	0.00	1,200.00	02/28/09	0.00	33.33	233.33	233.33	
000528	Dell Latitude													
	000	08/27/08	1,200.00	P	SLMM	03 00	0.00	1,200.00	02/28/09	0.00	33.33	233.33	233.33	
000529	Dell R300 PwerEdge Processor													
	000	08/20/08	6,284.77	P	SLMM	03 00	0.00	6,284.77	02/28/09	0.00	174.58	1,222.04	1,222.04	
000532	Apple Laptop													
	000	09/11/08	3,015.94	P	SLMM	03 00	0.00	3,015.94	02/28/09	0.00	83.78	586.43	586.43	
000536	Apple Computer													
	000	09/26/08	5,398.50	P	SLMM	03 00	0.00	5,398.50	02/28/09	0.00	149.96	899.76	899.76	
000538	Dell Latitude E6400													
	000	10/24/08	2,595.61	P	SLMM	03 00	0.00	2,595.61	02/28/09	0.00	72.10	360.50	360.50	
	G/L Asset Acct No = 1710-000		580,019.50				0.00	580,019.50		267,241.48	15,671.18	139,651.73	406,893.21	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 107		580,019.50				0.00	580,019.50		267,241.48	15,671.18	139,651.73	406,893.21	
G/L Asset Acct No = 1780-000														
000117	Fun n. Fit													
	000	09/25/06	182.73	P	SLMM	05 00	0.00	182.73	02/28/09	63.96	3.05	27.41	91.37	
000118	Tiger Barbell													
	000	09/25/06	295.00	P	SLMM	05 00	0.00	295.00	02/28/09	103.25	4.92	44.25	147.50	
000119	York Barbell													
	000	09/25/06	2,762.11	P	SLMM	05 00	0.00	2,762.11	02/28/09	966.74	46.03	414.31	1,381.05	
000120	Jump Stretch													
	000	09/25/06	84.67	P	SLMM	05 00	0.00	84.67	02/28/09	29.63	1.41	12.69	42.32	
000121	Technogym													
	000	09/25/06	112.16	P	SLMM	05 00	0.00	112.16	02/28/09	39.25	1.87	16.82	56.07	
000122	Torch Enterprises													
	000	09/25/06	108.15	P	SLMM	05 00	0.00	108.15	02/28/09	37.85	1.80	16.22	54.07	

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G/L Asset Acct No = 1780-000														
000123	Technogym													
	000	09/25/06	330.25	P	SLMM	05 00	0.00	330.25	02/28/09	115.59	5.50	49.53	165.12	
000124	Runrace 1200 HC													
	000	09/25/06	651.50	P	SLMM	05 00	0.00	651.50	02/28/09	228.03	10.86	97.72	325.75	
000125	Bikerace													
	000	09/25/06	2,976.50	P	SLMM	05 00	0.00	2,976.50	02/28/09	1,041.78	49.61	446.47	1,488.25	
000126	Bikerace HC600													
	000	09/25/06	1,011.80	P	SLMM	05 00	0.00	1,011.80	02/28/09	354.13	16.87	151.77	505.90	
000127	Fitness & Sharpening Equipment													
	000	09/25/06	23,500.00	P	SLMM	05 00	0.00	23,500.00	02/28/09	8,225.00	391.67	3,525.00	11,750.00	
000245	1 Cybex Upper/Lower Body ARC													
	000	09/25/06	4,310.41	P	SLMM	05 00	0.00	4,310.41	02/28/09	1,508.64	71.84	646.56	2,155.20	
000246	1 Treadmill- TRU-Z-9T													
	000	09/25/06	5,106.01	P	SLMM	05 00	0.00	5,106.01	02/28/09	1,787.10	85.10	765.90	2,553.00	
000491	12-LifeFitness Cycling Bikes													
	000	09/19/07	10,077.04	P	SLMM	05 00	0.00	10,077.04	02/28/09	1,511.56	167.95	1,511.55	3,023.11	
000497	Sanitizing Machine													
	000	08/01/07	8,295.00	P	SLMM	05 00	0.00	8,295.00	02/28/09	1,520.75	138.25	1,244.25	2,765.00	
	G/L Asset Acct No = 1780-000		59,803.33				0.00	59,803.33		17,533.26	996.73	8,970.45	26,503.71	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 15		59,803.33				0.00	59,803.33		17,533.26	996.73	8,970.45	26,503.71	
G/L Asset Acct No = 1800-000														
000162	Office Pro 2003 Windows Software - Qty 3													
	000	09/25/06	1,736.66	P	SLMM	03 00	0.00	1,736.66	02/28/09	1,013.06	48.24	434.16	1,447.22	
000163	Office Pro 2003 Windows Software - Qty 3													
	000	09/25/06	1,736.75	P	SLMM	03 00	0.00	1,736.75	02/28/09	1,013.11	48.25	434.19	1,447.30	
000164	Office Pro 2003 Windows Software w/BCM- Qty 2													
	000	09/25/06	406.86	P	SLMM	03 00	0.00	406.86	02/28/09	237.34	11.30	101.71	339.05	
000187	10 Act 2006/Migrate Software													
	000	09/25/06	3,871.47	P	SLMM	03 00	0.00	3,871.47	02/28/09	2,258.36	107.54	967.86	3,226.22	
000193	2 Studio W/Flash Software													
	000	09/25/06	1,809.75	P	SLMM	03 00	0.00	1,809.75	02/28/09	1,055.69	50.27	452.43	1,508.12	
000194	1 Creavtive Suites Software													
	000	09/25/06	1,222.92	P	SLMM	03 00	0.00	1,222.92	02/28/09	713.37	33.97	305.73	1,019.10	
000197	250-Livestate Recovery Desktop Software													
	000	09/25/06	1,761.99	P	SLMM	03 00	0.00	1,761.99	02/28/09	1,027.83	48.94	440.49	1,468.32	
000205	Windows Server Software													
	000	09/25/06	942.92	P	SLMM	03 00	0.00	942.92	02/28/09	550.04	26.19	235.73	785.77	
000207	2 - Windows Server Software													
	000	09/25/06	1,891.42	P	SLMM	03 00	0.00	1,891.42	02/28/09	1,103.34	52.54	472.85	1,576.19	
000208	Windows Server Software													
	000	09/25/06	3,066.24	P	SLMM	03 00	0.00	3,066.24	02/28/09	1,788.64	85.18	766.56	2,555.20	
000214	2 Creative Suites Software													
	000	09/25/06	2,339.60	P	SLMM	03 00	0.00	2,339.60	02/28/09	1,364.77	64.99	584.90	1,949.67	
000215	12- Symantec Livestate Rec. Software													
	000	09/25/06	2,244.67	P	SLMM	03 00	0.00	2,244.67	02/28/09	1,309.39	62.35	561.16	1,870.55	
000225	100 - Office LCS CAL Software													

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Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1800-000														
	000	09/25/06	5,000.54	P	SLMM	03 00	0.00	5,000.54	02/28/09	2,916.99	138.90	1,250.13	4,167.12	
000226	251 - McAfee Virus Scan													
	000	09/25/06	8,805.99	P	SLMM	03 00	0.00	8,805.99	02/28/09	5,136.83	244.61	2,201.49	7,338.32	
000228	Macromedia Studio W/Flash Software													
	000	09/25/06	968.44	P	SLMM	03 00	0.00	968.44	02/28/09	564.92	26.90	242.10	807.02	
000231	5 - Adobe Acrobat Pro V7													
	000	09/25/06	1,816.70	P	SLMM	03 00	0.00	1,816.70	02/28/09	1,059.75	50.46	454.17	1,513.92	
000235	1 Adobe Creative Stes Software													
	000	09/25/06	1,194.61	P	SLMM	03 00	0.00	1,194.61	02/28/09	696.85	33.19	298.65	995.50	
000239	Act Software													
	000	09/25/06	1,001.16	P	SLMM	03 00	0.00	1,001.16	02/28/09	584.01	27.81	250.29	834.30	
000240	20- Metaframe Citrix Software													
	000	09/25/06	1,647.46	P	SLMM	03 00	0.00	1,647.46	02/28/09	961.02	45.76	411.86	1,372.88	
000433	Creative Ste. Software													
	000	10/09/06	1,268.46	P	SLMM	03 00	0.00	1,268.46	02/28/09	739.94	35.23	317.11	1,057.05	
000436	Track It Software													
	000	10/31/06	7,353.33	P	SLMM	03 00	0.00	7,353.33	02/28/09	4,085.18	204.26	1,838.33	5,923.51	
000440	Sales Call Center Software													
	000	02/06/07	165,628.70	P	SLMM	03 00	0.00	165,628.70	02/28/09	78,213.56	4,600.79	41,407.17	119,620.73	
000467	ABI Software													
	000	01/01/07	5,350.00	P	SLMM	03 00	0.00	5,350.00	02/28/09	2,675.00	148.61	1,337.49	4,012.49	
000473	Solomon Business Ready 2007 Software													
	000	04/10/07	7,942.00	P	SLMM	03 00	0.00	7,942.00	02/28/09	3,309.16	220.61	1,985.49	5,294.65	
000474	Track-It! Enterprise Software													
	000	01/23/07	4,801.36	P	SLMM	03 00	0.00	4,801.36	02/28/09	2,267.31	133.37	1,200.33	3,467.64	
000490	VPN Solution Software													
	000	01/01/07	2,800.00	P	SLMM	03 00	0.00	2,800.00	02/28/09	1,400.00	77.77	699.99	2,099.99	
000492	Coupa Software													
	000	11/02/07	6,240.00	P	SLMM	03 00	0.00	6,240.00	02/28/09	1,386.67	173.34	1,560.00	2,946.67	
000493	6 - Mesh Back Chairs													
	000	10/05/07	2,716.40	P	SLMM	07 00	0.00	2,716.40	02/28/09	291.04	32.34	291.04	582.08	
000505	Microsoft Enterprise Servers Software													
	000	12/01/07	1,976.26	P	SLMM	03 00	0.00	1,976.26	02/28/09	384.27	54.90	494.06	878.33	
000513	CRM Software													
	000	06/01/08	150,830.00	P	SLMM	03 00	0.00	150,830.00	02/28/09	4,352.78	4,189.73	38,685.83	43,038.61	
000521	FRX Upgrade/Implementation													
	000	07/14/08	1,237.50	P	SLMM	03 00	0.00	1,237.50	02/28/09	0.00	34.37	309.37	309.37	
000531	Cisco VPN License - 25 users													
	000	09/10/08	2,064.36	P	SLMM	03 00	0.00	2,064.36	02/28/09	0.00	57.35	401.40	401.40	
	G/L Asset Acct No = 1800-000		403,674.52				0.00	403,674.52		124,460.22	11,170.06	101,394.07	225,854.29	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 32		403,674.52				0.00	403,674.52		124,460.22	11,170.06	101,394.07	225,854.29	
G/L Asset Acct No = 1810-000														
000435	Analog to digital hardware converter													
	000	11/10/06	1,954.84	P	SLMM	07 00	0.00	1,954.84	02/28/09	465.44	23.27	209.44	674.88	
000449	ERS 5520-48T Network Switch													
	000	12/18/06	59,838.03	P	SLMM	07 00	0.00	59,838.03	02/28/09	12,822.44	712.35	6,411.21	19,233.65	

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Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1810-000														
000453	Core Network Switches													
	000	12/22/06	8,503.02	P	SLMM	07 00	0.00	8,503.02	02/28/09	1,822.08	101.23	911.04	2,733.12	
000454	Battery Backup Protection Hardware													
	000	12/21/06	5,727.39	P	SLMM	03 00	0.00	5,727.39	02/28/09	2,863.70	159.09	1,431.84	4,295.54	
000457	Nortel Switch Hardware													
	000	12/18/06	27,869.51	P	SLMM	07 00	0.00	27,869.51	02/28/09	5,972.05	331.78	2,986.02	8,958.07	
000458	Network Hardware													
	000	12/18/06	26,580.99	P	SLMM	07 00	0.00	26,580.99	02/28/09	5,695.93	316.44	2,847.96	8,543.89	
000468	Nortel Core Switches - Qty 2													
	000	02/20/07	10,852.80	P	SLMM	07 00	0.00	10,852.80	02/28/09	2,067.21	129.20	1,162.80	3,230.01	
000469	Nortel Core Network Switches - Qty 11													
	000	01/01/07	60,901.42	P	SLMM	07 00	0.00	60,901.42	02/28/09	13,050.30	725.02	6,525.15	19,575.45	
000498	EMC - Data Storage System													
	000	09/20/07	29,353.91	P	SLMM	05 00	0.00	29,353.91	02/28/09	4,403.09	489.23	4,403.08	8,806.17	
000502	8 - 2GB Memory Module for Dell PowerEdge 2950 Server													
	000	08/09/07	1,709.81	P	SLMM	03 00	0.00	1,709.81	02/28/09	522.44	47.49	427.45	949.89	
000530	Cisco Firewall Equip.													
	000	09/10/08	5,399.57	P	SLMM	07 00	0.00	5,399.57	02/28/09	0.00	64.26	449.96	449.96	
000537	Geth Switches - Qty 10													
	000	09/28/08	45,534.72	P	SLMM	07 00	0.00	45,534.72	02/28/09	0.00	542.08	3,252.48	3,252.48	
	G/L Asset Acct No = 1810-000		284,226.01				0.00	284,226.01		49,684.68	3,641.46	31,018.43	80,703.11	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 12		284,226.01				0.00	284,226.01		49,684.68	3,641.46	31,018.43	80,703.11	
G/L Asset Acct No = 1820-000														
000172	Arena Bann													
	000	09/25/06	579.88	P	SLMM	03 00	0.00	579.88	02/28/09	338.26	16.10	144.96	483.22	
000173	DVD Camcorder, Monitor, Analog CODEC													
	000	09/25/06	2,099.58	P	SLMM	03 00	0.00	2,099.58	02/28/09	1,224.76	58.32	524.89	1,749.65	
000174	Baldwin Organ - Studio II													
	000	09/25/06	1,666.51	P	SLMM	03 00	0.00	1,666.51	02/28/09	972.13	46.29	416.62	1,388.75	
000525	Sony Monitor													
	000	08/20/08	1,717.00	P	SLMM	03 00	0.00	1,717.00	02/28/09	0.00	47.70	333.87	333.87	
000540	Riedel Intercom System Upgrade													
	000	11/01/08	74,446.44	P	SLMM	03 00	0.00	74,446.44	02/28/09	0.00	2,067.96	10,339.78	10,339.78	
	G/L Asset Acct No = 1820-000		80,509.41				0.00	80,509.41		2,535.15	2,236.37	11,760.12	14,295.27	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 5		80,509.41				0.00	80,509.41		2,535.15	2,236.37	11,760.12	14,295.27	
G/L Asset Acct No = 1830-000														
000179	Hockey Vid													
	000	09/25/06	1,749.08	P	SLMM	03 00	0.00	1,749.08	02/28/09	1,020.30	48.59	437.27	1,457.57	
000511	Video Scouting Equipment													

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Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1830-000														
	000	01/01/08	79,019.73	P	SLMM	03 00	0.00	79,019.73	02/28/09	13,169.96	2,194.99	19,754.93	32,924.89	
000524	Tricaster Broadcast													
	000	08/25/08	12,397.00	P	SLMM	03 00	0.00	12,397.00	02/28/09	0.00	344.36	2,410.52	2,410.52	
000534	Sony Video Tape Recorder - Qty 5													
	000	09/01/08	8,953.40	P	SLMM	03 00	0.00	8,953.40	02/28/09	0.00	248.71	1,740.94	1,740.94	
000535	Cables for Sony VTR's													
	000	09/01/08	7,082.61	P	SLMM	03 00	0.00	7,082.61	02/28/09	0.00	196.74	1,377.17	1,377.17	
	G/L Asset Acct No = 1830-000		109,201.82				0.00	109,201.82		14,190.26	3,033.39	25,720.83	39,911.09	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 5		109,201.82				0.00	109,201.82		14,190.26	3,033.39	25,720.83	39,911.09	
G/L Asset Acct No = 1840-000														
000509	2006 Ford E350 Truck													
	000	10/09/07	27,680.92	P	SLMM	05 00	0.00	27,680.92	02/28/09	4,152.14	461.35	4,152.13	8,304.27	
000542	2008 Ford E-350													
	000	10/09/08	42,081.55	P	SLMM	05 00	0.00	42,081.55	02/28/09	0.00	701.36	4,208.15	4,208.15	
000543	2008 Polaris Trail Boss 330 Quad													
	000	10/11/08	5,475.00	P	SLMM	05 00	0.00	5,475.00	02/28/09	0.00	91.25	547.50	547.50	
	G/L Asset Acct No = 1840-000		75,237.47				0.00	75,237.47		4,152.14	1,253.96	8,907.78	13,059.92	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 3		75,237.47				0.00	75,237.47		4,152.14	1,253.96	8,907.78	13,059.92	
G/L Asset Acct No = 1850-000														
000182	NHL Safety Netting													
	000	09/25/06	1,591.43	P	SLMM	05 00	0.00	1,591.43	02/28/09	557.01	26.52	238.71	795.72	
000183	NHL Safe Net													
	000	09/25/06	17,406.49	P	SLMM	05 00	0.00	17,406.49	02/28/09	6,092.27	290.11	2,610.97	8,703.24	
	G/L Asset Acct No = 1850-000		18,997.92				0.00	18,997.92		6,649.28	316.63	2,849.68	9,498.96	
	Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
	Net Subtotal Count = 2		18,997.92				0.00	18,997.92		6,649.28	316.63	2,849.68	9,498.96	
G/L Asset Acct No = 1860-000														
000184	X-Ray Machine													
	000	09/25/06	1,154.79	P	SLMM	03 00	0.00	1,154.79	02/28/09	673.63	32.07	288.69	962.32	
000522	Travel Trunk (Trainers Supplies)													
	000	07/16/08	2,178.81	P	SLMM	05 00	0.00	2,178.81	02/28/09	0.00	36.32	290.51	290.51	
000526	Glove Dryer													
	000	08/25/08	4,992.73	P	SLMM	07 00	0.00	4,992.73	02/28/09	0.00	59.44	416.06	416.06	

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Depreciation Expense Report

As of March 31, 2009

Book = Book 6

FYE Month = June

Sys No	Ext	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv / 168(k) Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Acct No = 1860-000														
000533		Physical Therapy Rehab Machine												
	000	09/17/08	3,467.60	P	SLMM	05 00	0.00	3,467.60	02/28/09	0.00	57.79	346.76	346.76	
	G/L Asset Acct No = 1860-000		11,793.93				0.00	11,793.93		673.63	185.62	1,342.02	2,015.65	
	Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
	Count = 0													
	Net Subtotal		11,793.93				0.00	11,793.93		673.63	185.62	1,342.02	2,015.65	
	Count = 4													
G/L Asset Acct No = 1870-000														
000189		2- Infocus LP600 Digital Projector												
	000	09/25/06	2,951.75	P	SLMM	05 00	0.00	2,951.75	02/28/09	1,033.11	49.20	442.76	1,475.87	
000192		6 - Infocus Lamps												
	000	09/25/06	2,655.42	P	SLMM	03 00	0.00	2,655.42	02/28/09	1,549.00	73.76	663.85	2,212.85	
000195		1 Infocus LP600 Digital Projector												
	000	09/25/06	1,509.43	P	SLMM	05 00	0.00	1,509.43	02/28/09	528.31	25.15	226.41	754.72	
000248		Production Equip. Purchase												
	000	09/25/06	193,782.57	P	SLMM	03 00	0.00	193,782.57	02/28/09	113,039.83	5,382.85	48,445.64	161,485.47	
	G/L Asset Acct No = 1870-000		200,899.17				0.00	200,899.17		116,150.25	5,530.96	49,778.66	165,928.91	
	Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
	Count = 0													
	Net Subtotal		200,899.17				0.00	200,899.17		116,150.25	5,530.96	49,778.66	165,928.91	
	Count = 4													
	Grand Total		3,234,774.01				0.00	3,234,774.01		893,673.06	62,353.74	545,971.14	1,439,644.20	
	Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
	Count = 0													
	Net Grand Total		3,234,774.01				0.00	3,234,774.01		893,673.06	62,353.74	545,971.14	1,439,644.20	
	Count = 405													

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Schedule 5.17(b)

Real Property

1. Arena Management, Use and Lease Agreement, dated as of November 29, 2001, by and among City of Glendale, Arena Management Group, LLC, Coyotes Hockey, LLC, Glendale-101 Development, LLC and Coyote Center Development, LLC.

2. Amended and Restated Agreement in Respect of Parking and Mixed-Use Development Agreement, dated as of July 1, 2008, by and among Coyote Center Development, LLC, Glendale-101 Development, LLC, Arena Development, LLC, Westgate Investments, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

3. Agreement for the Replacement of Temporary Parking, dated as of July 1, 2008, by and among City of Glendale, Coyote Center Development, LLC, Glendale Garage LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

4. Parking Replacement Agreement, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Development Group, LLC.

5. Revised and Restated Parking Use License and Easement Agreement, dated as of July 1, 2008, by and among Coyotes Hockey, LLC, Arena Management Group, LLC, Westgate Investments, LLC and Coyote Center Development, LLC.

6. AMULA Undertaking and Indemnification Agreement, dated as of September 25, 2006, by Coyotes Hockey, LLC and Coyotes Holdings, LLC for the benefit of Coyote Center Development, LLC and Glendale-101 Development, LLC.

7. Office Lease, dated as of December 28, 2007, by and between Coyotes Hockey, LLC and Whiteout Way Investments, LLC.

8. Office Lease, dated as of June 26, 2005, by and between Entertainment Center Development, LLC (as successor in interest to Coyote Center Development, LLC) and Coyotes Hockey, LLC, as amended by that certain First Amendment to Office Lease, dated as of September 22, 2006, by and between Entertainment Center Development, LLC and Coyotes Hockey, LLC.

9. Declaration of Easements, dated as of September 25, 2006, by and among Coyote Center Development, LLC, Coyotes Hockey, LLC and Arena Management Group, LLC.

10. Master Declaration of Easements, Covenants, Conditions and Restrictions for Westgate, dated as of January 30, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

11. Common Operation and Reciprocal Easement Agreement for the Entertainment District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC and Entertainment Center Development, LLC, to the extent a Seller is a beneficiary thereof.

12. Common Operation and Reciprocal Easement Agreement for the Village Retail District at Westgate, dated as of February 15, 2006, by Coyote Center Development, LLC, to the extent a Seller is a beneficiary thereof.

13. Common Operation and Reciprocal Easement Agreement for the Destination Retail District, dated as of February 15, 2006, by Coyote Center Development, to the extent a Seller is a beneficiary thereof.

BILL OF SALE

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

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

NOW, **THEREFORE**, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by Section 2.1 of the Asset Purchase Agreement:

1. This Bill of Sale is provided pursuant to and is governed by the terms of the Asset Purchase Agreement. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. The Seller hereby sells, transfers, assigns, conveys and delivers to the Buyer, and the Buyer hereby purchases, acquires and accepts, all of the Seller's right, title and interest in and to all of the Purchased Team Assets.

3. The Seller further expressly agrees to obtain, execute, acknowledge and deliver such other documents and other instruments, and take such other actions, as may be required to evidence or effectuate the sale, transfer, assignment, conveyance and delivery to the Buyer of the Seller's individual and collective right, title and interest in and to the Purchased Team Assets.

4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the principles of conflicts of laws thereunder.

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

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

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

[Signature page follows.]

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

SELLER:

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

BUYER:

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Bill of Sale]

BILL OF SALE

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

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

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

1. This Bill of Sale is provided pursuant to and is governed by the terms of the Asset Purchase Agreement. All capitalized terms appearing herein that are not otherwise defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. The Seller hereby sells, transfers, assigns, conveys and delivers to the Buyer, and the Buyer hereby purchases, acquires and accepts, all of the Seller's right, title and interest in and to all of the Purchased Arena Assets.

3. The Seller further expressly agrees to obtain, execute, acknowledge and deliver such other documents and other instruments, and take such other actions, as may be required to evidence or effectuate the sale, transfer, assignment, conveyance and delivery to the Buyer of the Seller's individual and collective right, title and interest in and to the Purchased Arena Assets.

4. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Arizona without regard to the principles of conflicts of laws thereunder.

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

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

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

[Signature page follows.]

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

SELLER:

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

BUYER:

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Bill of Sale]

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

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

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

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

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

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

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

[Signature page follows.]

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

SELLER:

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

BUYER:

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Assignment and Assumption Agreement]

ASSIGNMENT AND ASSUMPTION AGREEMENT

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

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

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

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

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

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

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

[Signature page follows.]

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

SELLER:

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

BUYER:

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

[Signature page to Assignment and Assumption Agreement]

Exhibit C-1

ASSIGNMENT OF INTELLECTUAL PROPERTY

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

RECITALS

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

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

AGREEMENT

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

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

2. Further Assurances.

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

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

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

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

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

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

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

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

[Signature page follows.]

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

ASSIGNOR:

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

Exhibit C-2

ASSIGNMENT OF INTELLECTUAL PROPERTY

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

RECITALS

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

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

AGREEMENT

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

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

2. Further Assurances.

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

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

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

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

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

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

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

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

[Signature page follows.]

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

ASSIGNOR:

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

UNITED STATES BANKRUPTCY COURT

FOR THE 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-RTBP (Jointly Administered) Chapter 11 **Stipulated Order Approving Amended and Clarified Bid**
This filing applies to: ▪ All Debtors □ Specified Debtors	

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

(A) Authorizing Conduct of an Auction of Coyotes Hockey, LLC's Assets; (B) Establishing Procedures to be Employed in Connection with Sale Including Approval of Termination Fee; and (C) Approving Form and Manner of Notice of Conditional Cure Notice and Solicitation Notice (Docket No. 19) (the "Bid Procedures Motion"). The Bid Procedures Motion and matters related thereto came before this Court at hearings held on May 7, May 19, May 27, June 9, June 22, August 3, and August 11, 2009. On August 13, 2009, this Court entered an AMENDED Order Approving Bid Procedures for Auction/Sale of Phoenix Coyotes Hockey League Team and Related Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (Docket No. 638) (the "Bid Procedures Order").

In accordance with the Bid Procedures Order, the NHL, on behalf of Coyotes Newco, LLC and Arena Newco, LLC (collectively, the "Buyers") submitted a Qualified Bid (as defined in the Bid Procedures Order) on the terms set forth in a form of Asset Purchase Agreement attached to the Bid Letter (the "Bid Letter") with respect to the Acquisition of the Phoenix Coyotes National Hockey League Team and Related Assets and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, dated as of August 25, 2009.[1] On September 3, 2009, the Buyers submitted a revised bid to the Sellers.

The Court held an auction and sale hearing on September 10 and 11, 2009 (the "Sale Hearing"), at which the Buyers amended their bid again, which was filed in definitive form with the Court on September 15, 2009. On September 30, 2009, the Court entered a minute entry/order denying, inter alia, the sale of the Debtors' assets to the NHL or the Buyers without prejudice. On October 13, 2009, the Court entered an order confirming such denial (Docket No. 1042).

On October 26, 2009, the Court held a status conference (the "Status Conference") with respect to sale of the Debtors' assets. At the Status Conference, the NHL (on the Buyers' behalf) amended and clarified its bid in open court, which bid is memorialized in a revised form of Asset

[1] On August 26, 2009, the Debtors filed a copy of the NHL's initial bid with the Court. (See Notice of Receipt of Bids Under Sale Procedures Order and Filing of Same (Docket No. 809), Ex. 1.)

Purchase Agreement among Coyotes Hockey, LLC, Arena Management Group, LLC and the Buyers, attached hereto as Exhibit A (the "APA").[2]

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

THE COURT HEREBY MAKES THE FOLLOWING FINDINGS:[3]

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

B. **Statutory Predicates**. The statutory predicates for relief are sections 105(a), 363 and 365 of title 11 of the United States Code (the "Bankruptcy Code") and Rules 2002, 3001, 6004 and 6006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules").

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

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[2] Capitalized terms not otherwise defined herein have the meanings ascribed to them in the APA.

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

Hearing, the Status Conference or the Transaction (including the assumption and assignment of Assumed Contracts) is or shall be required.

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

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

F. **Business Justification**. The Debtors, the NHL, the secured creditors, the Creditors' Committee and the City of Glendale have demonstrated both (i) good, sufficient and sound business purposes and justifications and (ii) compelling circumstances for the Transaction other than in the ordinary course of business under section 363(b) of the Bankruptcy Code before, and outside of, a plan of reorganization in that, among other things, the immediate consummation of the Transaction with the Buyers is necessary and appropriate to maximize the value of the Estates. Entry of an order approving the APA and all the provisions thereof is a necessary condition precedent to the Buyers' consummating the Transaction.

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

H. **Good Faith Purchaser**. The Buyers are good faith purchasers of the Assets within the meaning of section 363(m) of the Bankruptcy Code and are therefore entitled to all of the protections afforded thereby. The Buyers have proceeded in good faith in all respects in connection with this proceeding in that: (a) the NHL made good faith efforts to assist the Debtors in finding an alternative purchaser before submitting a Qualified Bid on behalf of the Buyers; (b) the NHL and the Buyers complied with the provisions in the Bid Procedures Order; (c) the Buyers agreed to subject their bid to the competitive bidding procedures set forth in the Bid

Procedures Order; and (d) all payments to be made by the Buyers and other agreements or arrangements entered into by the Buyers in connection with the Transaction have been disclosed to the Court.

I. **Highest and Best Offer**. The auction was duly noticed and the Court conducted the auction in a non-collusive manner in accordance with, and the Debtors and Buyers have otherwise complied in all respects with, the Bid Procedures Order. The auction established in the Bid Procedures Order afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Assets under the circumstances of these Cases which include the facts that the Debtors have limited financing, the 2009-2010 hockey season is already underway, and a prompt sale is advisable to avoid further erosion of the value of the Debtors' assets. The Buyers' bid has no material conditions, is not subject to significant execution risk, will be able to close shortly after the Court's approval of the sale, and has also been approved by the NHL. The Buyers intend to close the Transaction by November 2, 2009. If for any reason the parties are unable to close the Transaction by November 2, 2009, the parties will use their commercially reasonable efforts to close the Transaction before the next anticipated date that further postpetition funding is needed from the NHL.

J. As described in more detail in the executive summary of the NHL's bid, attached hereto as Exhibit B, the Buyers' bid equals approximately $128.4 million. As a part of the Buyers' bid, assuming the Transaction closes prior to the next date following November 2, 2009, that further funding from the NHL is required by the Debtors, the Buyers will assume all prepetition and postpetition loans by the NHL (in an amount currently estimated to be approximately $36,331,000), of which $2 million is a carve-out available for administrative fees and expenses. The Buyers will also assume the obligation to pay and will pay in cash (unless otherwise agreed to by SOF Investments, L.P. ("SOF"), White Tip Investments, LLC ("White Tip") and Donatello Investments, LLC ("Donatello")) approximately $79.7 million in respect of allowed secured claims on account of prepetition loans provided by SOF, White Tip and Donatello plus accrued and unpaid interest, fees and expenses accruing from and after the Petition Date through and including

the Closing Date. The remaining $11.3 million (approximately) will be provided to the Estates in cash.

K. Furthermore, the Buyers' bid is in the best interest of the Estates because it provides payment in full for all secured creditors. In addition, the Buyers have agreed that they will offer to purchase approximately $11.6 million in designated unsecured liabilities as set forth in Schedules 2.6(v) and 2.8(v) to the APA (the "Unsecured Liabilities") at the prices set forth in such schedules and to subordinate their recovery on such claims as described below. The Buyers' purchase of the Unsecured Liabilities is conditioned upon the Closing under the APA and shall continue through the date that is 60 days following the Closing Date.

L. The Buyers' purchase of the Unsecured Liabilities does not extinguish the claims underlying the Unsecured Liabilities. The Buyers agree to voluntarily subordinate the right to receive payments from the Estates on account of underlying claims to all Allowable Unsecured Claims, other than claims of any nature whatsoever of Jerry C. Moyes, Vickie Moyes, The Jerry and Vickie Moyes Family Trust or any of their respective Affiliates.

M. The NHL agrees, at the request of the Creditors' Committee, to amend the Moyes Guaranty to reduce the maximum cap amount under the guaranty from $30 million to $15 million. Such amendment to the Moyes Guaranty is conditioned upon the Closing under the APA. The NHL, on the one hand, and Jerry C. Moyes, Vickie Moyes, and The Jerry and Vickie Moyes Family Trust, on the other hand, expressly reserve their respective rights to assert any claims, actions, causes of action and defenses they may have with respect to the Moyes Guaranty, as so amended.

N. The Buyers' bid contemplates that the Buyers will pay for the ongoing costs under the AMULA with the City of Glendale, as well as related Glendale Contracts, at least through June 30, 2010 and will use commercially reasonable efforts to enter into an amended long-term AMULA. Finally, the APA provides that, to the extent the Buyers are able to consummate a Team Sale prior to the second anniversary of the Closing Date, the Buyers will pay to the Estates an amount equal to the Net Profit received in connection with such Team Sale.

O. **Consideration**. The consideration constitutes reasonably equivalent value or fair consideration, as the case may be (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code), and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. The APA represents a fair and reasonable offer to purchase the Assets and assume or acquire liabilities under the circumstances of these Cases. No other person or entity or group of entities, other than the Buyers, has made an offer to purchase the Assets that would render greater recovery to the Estates within a reasonable period of time that was not subject to substantial uncertainty as to their ability to consummate such a transaction. Approval of the APA and the consummation of the Transaction is in the best interests of the Debtors, their creditors, the Estates and all other parties in interest.

P. **Free and Clear**. The Debtors are the sole and lawful owner of the Assets. The transfer of the Assets to the Buyers under the APA will be a legal, valid, and effective transfer of the Assets, and vests or will vest the Buyers with all right, title and interest of the Debtors to the Assets free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code), encumbrances, obligations, liabilities, contractual commitments or interests of any kind or nature whatsoever (collectively, the "Interests"), including, but not limited to, (i) those that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtors' interests in the Assets, or any similar rights and (ii) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Debtors' business prior to the Closing Date. For avoidance of doubt, all Interests shall attach to the proceeds ultimately attributable to the property against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity, force and effect, and in the same order of priority, which such Interests now have against the Assets or their proceeds, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

Q. **Satisfaction of 363(f) Standards**. The Debtors may sell the Assets free and clear of any Interests of any kind or nature whatsoever because in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Each entity

that has asserted an Interest in the Assets to be transferred on the Closing Date: (i) has, subject to the terms and conditions of this Order, consented to the Transaction or is deemed to have consented to the Transaction; (ii) has an Interest that is subject to bona fide dispute; (iii) could be compelled in a legal or equitable proceeding to accept money satisfaction of such Interest; or (iv) otherwise falls within the provisions of section 363(f) of the Bankruptcy Code. Those holders of Interests who did not timely object to the Transaction are deemed, subject to the terms of this Order, to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. All holders of Interests are adequately protected by having their Interests attach to the proceeds ultimately attributable to the property against or in which such Interests are asserted, subject to the terms of such Interests, with the same validity, force and effect, and in the same order of priority, which such Interests now have against the Assets or their proceeds, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto.

R. **No Fraudulent Transfer**. The Transaction is not for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code and under the laws of the United States, any state, territory, possession or the District of Columbia. Neither the Debtors nor the Buyers would be entering into the Transaction fraudulently.

S. **Cure/Adequate Assurance**. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Order is integral to the APA and is in the best interests of the Debtors and the Estates, creditors and all other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors. To the extent not purchased or satisfied by the Buyers pursuant to paragraph 14 below, the Debtors have, (i) to the extent necessary, cured or provided adequate assurance of cure, of any default existing prior to the date hereof with respect to the Assumed Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code, and (ii) to the extent necessary, provided compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assumed Contracts, within the meaning of sections 365(b)(1)(A) and 365(f)(2)(A) of the Bankruptcy Code. The Buyers' promise to perform the obligations under the Assumed Contracts after the Closing Date constitutes adequate

assurance of future performance within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

T. **Prompt Consummation**. The Transaction must be approved and consummated promptly in order to preserve the viability of the business subject to the sale as going concerns, to maximize the value of the Estates. Time is of the essence is consummating the Transaction.

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

NOW, THEREFORE, IT IS ORDERED THAT:

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

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

3. **Approval**. The APA and all of the terms thereof and conditions thereto are hereby approved. The Debtors are hereby authorized and directed to (a) execute the APA, along with any additional agreements, instruments or documents that may be reasonably necessary or appropriate to implement the APA (including, without limitation, the Transition Services Agreement and the Partial Lease Assignment Agreement), provided that such additional documents do not materially change its terms; (b) consummate the Transaction in accordance with the terms and conditions of the APA and the instruments to the APA contemplated thereby; and (c) take all other and further actions as may be reasonably necessary to implement the Transaction.

4. **Free and Clear**. Except as expressly permitted or otherwise specifically provided for in the APA or this Order, pursuant to Bankruptcy Code sections 105(a) and 363(f), the Debtors are authorized and directed to transfer the Assets to the Buyers and, as of the Closing Date, the applicable Buyer shall take title to and possession of the Assets free and clear of all Interests of any

kind or nature whatsoever, including, but not limited to, any Excluded Team Liabilities or Excluded Arena Liabilities (collectively, the "Excluded Liabilities").

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

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

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

interfere with the Buyers' title to or use and enjoyment of the Assets based on or related to such Interest, or any actions that the Debtors may take in their Cases.

8. **Release of Interests**. Subject to paragraphs 4 and 36 of this Order, this Order (a) shall be effective as a determination, on the Closing Date, that all Interests of any kind or nature whatsoever existing as to the Debtors or the Assets prior to the Closing Date have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected, and (b) shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registers of deeds, administrative agencies, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or interests, or who may be required to report or insure any title or state of title in or to any of the Assets.

9. **Direction to Release Interests**. On the Closing Date and subject to the Interests attaching to the proceeds of the Sale as provided for in paragraphs 4 and 36 of this Order, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions as may be reasonably necessary to release its Interests in the Assets, if any, as such Interests may have been recorded or may otherwise exist.

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

Liability, or (iii) the Buyers, their affiliates, members, or shareholders or the Assets, having any liability or responsibility to the Debtors except as is expressly set forth in the APA.

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

12. **Assumption and Assignment of Assumed Contracts**. Under sections 105(a) and 365 of the Bankruptcy Code, and subject to and conditioned upon the closing of the Transaction, the Debtors' assumption and assignment of the Assumed Contracts to the Buyers free and clear of all Interests pursuant to the terms set forth in the APA, as modified by the terms of any amendments reached with the respective counterparty, is hereby approved, and the requirements of sections 365(b)(1), 365(b)(3) and 365(f)(2) of the Bankruptcy Code with respect thereto are hereby deemed satisfied. Each counterparty to an Assumed Contract is hereby forever barred, estopped, and permanently enjoined from raising or asserting against the Debtors or the Buyers, or the property of any of them, any assignment fee, default, breach, claim, pecuniary loss, liability or obligation (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, senior or subordinate) arising under or related to the Assumed Contracts existing as of the Closing Date or arising by reason of the Closing.

13. **Payment of SOF, Donatello, and White Tip Claims**. As of the Petition Date, (i) SOF shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $72,117,126.05, (ii) Donatello shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $3,749,242.91 and (iii) White Tip shall be deemed to have an allowed secured claim against Coyotes Hockey, LLC in the amount of $3,749,242.91 (the

amounts described in (i), (ii) and (iii), the "SOF Allowed Petition Date Secured Claims," in the aggregate amount of $79,615,611.86). On the Closing Date, the Buyers shall assume the obligation to pay and shall pay directly to each of SOF, Donatello and White Tip cash in an amount equal to their respective SOF Allowed Petition Date Secured Claims (except as may otherwise be agreed among such parties) plus accrued and unpaid interest, fees and expenses, accruing from and after the Petition Date through and including the Closing Date.

14. **Purchase of Unsecured Liabilities**. Subject to the Closing of the APA, from the Closing Date through the date that is 60 days following the Closing Date, the Buyers shall offer, and shall use their commercially reasonable efforts, to acquire the Unsecured Liabilities, in each case for the respective amounts set forth on Schedules 2.6(v) and 2.8(v) to the APA; provided, that with respect to any Unsecured Liability set forth on Schedules 2.6(v) and 2.8(v) to the APA that is marked with an asterisk, if the Buyers, the holder and the Creditors' Committee agree on a different amount, the Buyers shall purchase the claim at such agreed amount. Within five (5) Business Days after May 1, 2010, the Buyers will pay to the Sellers' estates cash in an amount equal to the difference, if any, resulting from $11,617,879 minus the aggregate amount actually paid by the Buyers for Purchased Claims pursuant to Section 8.4 of the APA.

15. The Buyers' purchase of the Unsecured Liabilities as provided for under the APA will be evidenced as provided in Bankruptcy Rule 3001(e) by the execution and filing of the Notice of Transfer of Claim, substantially in form attached to the APA. Any such transfer conforming to the APA is hereby approved under Bankruptcy Rule 3001(e) without necessity for further notice or order of the Court. The Buyers' right to receive payments from the Estates on account of Purchased Claims shall be subordinated to all other Allowable Unsecured Claims, other than claims of any nature whatsoever of Jerry C. Moyes, Vickie Moyes, The Jerry and Vickie Moyes Family Trust or any of their respective Affiliates.

16. **Transition Services Agreement**. The Sellers are hereby authorized and directed to enter into a mutually acceptable Transition Services Agreement with the Buyers, substantially in the form attached to the APA, pursuant to which (i) the Sellers will provide to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the

extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena; and (ii) the Buyers will pay to the Sellers, as and when due under the Glendale Contracts, all fees, costs, rents and other amounts payable by the Sellers under the Glendale Contracts for the provision of goods and services thereunder. Notwithstanding the provisions of a Glendale Contract to the contrary, the execution, delivery and performance of the Transition Services Agreement shall not give rise to any default or right to terminate any such Glendale Contract, and the Buyers shall be entitled to enforce any such Glendale Contract in the name of the Sellers, consistent with the provisions of the Transition Services Agreement.

17. **Glendale Contracts**. The Sellers shall not reject the Glendale Contracts prior to the earliest of (i) June 30, 2010, and (ii) the date of a Final Order confirming a plan of reorganization of the Sellers under the Bankruptcy Code (in which case the Sellers shall take all actions required to ensure that such rejection does not become effective until June 30, 2010).

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

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

20. **Adequate Assurance**. The Buyers have provided adequate assurance of their future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyers of the Assumed Contracts have been satisfied.

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

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

23. **Cure**. Pursuant to the APA, except with respect to Cure Costs reflected in or included as Unsecured Liabilities on Schedules 2.6(v) and 2.8(v) of the APA which are purchased by the Buyers in accordance with Section 8.4 of the APA and which shall be the obligation of the Buyers pursuant to the terms of this Order, the Debtors at the request of the Buyers shall, on or prior to the Closing Date or such later date as may be set forth herein, in any other Final Order of this Court with respect to Added Contracts or in a written agreement between a Buyer and the Person entitled thereto, pay to such Person the Cure Cost identified on Schedule 2.9 of the APA, or as otherwise provided for in paragraph 24 herein, necessary to cure any and all monetary defaults and breaches under and satisfy (or, with respect to any Assumed Liability that cannot be rendered non-contingent and liquidated prior to the Closing Date, make effective provision reasonably satisfactory to the Bankruptcy Court for satisfaction from funds of the Buyers) any Assumed Liability with respect to each Assumed Contract with such Person as may be assumed by the Sellers and assigned to the Buyers in accordance with the provisions of section 365 of the Bankruptcy Code and the APA. The Sellers and the Buyers acknowledge and agree that each Unsecured Liability set forth on Schedules 2.6(v) and 2.8(v) to the APA which is marked by a hash symbol (#) does not reflect or include any Cure Costs. In cases in which the Sellers and the Buyers are unable to establish in good faith that a default exists with respect to an Assumed Contract, the Sellers shall require that the Bankruptcy Court determine that the relevant Cure Cost for such Assumed Contract is $0. The payment of the applicable Cure Costs (if any) shall (a) effect a cure of all defaults existing thereunder as of the Closing Date, (b) compensate for any actual pecuniary

loss to such non-Debtor party resulting from such default, and (c) together with the assumption of the Assumed Contracts by the Debtor, constitute adequate assurance of future performance thereof. The non-Debtor party or parties to each Assumed Contract, upon receipt of their Cure Costs, if any, are enjoined and forever barred from asserting against the Buyers, any of their affiliates or any of the Assets: (i) any fee, default, breach, claim or pecuniary loss arising under or related to the Assumed Contract existing as of the Closing Date or arising by reason of the Closing, and (ii) any objection to the assumption and assignment of such non-Debtor party's Assumed Contracts.

24. **Disputed Cure Costs**. On or before the Closing Date, the Debtors shall reserve in a segregated account sufficient funds to pay in full any disputed Cure Cost that is asserted by a non-Debtor party to an Assumed Contract in an objection to be filed no later than [30] days after the entry of this Order (the "Disputed Cure Costs"). The funds reserved for any given Disputed Cure Cost may be paid (a) without further order of the Court upon the filing of a written stipulation between the applicable Buyer, the non-Debtor party and the Creditors' Committee resolving the Disputed Cure Cost of said non-Debtor party or (b) pursuant to an order of this Court. If the Debtors and the Buyers are unable to resolve any Disputed Cure Costs by December 31, 2009, a status conference will be held at [___] (MST), or as soon thereafter as possible, regarding such unresolved Disputed Cure Costs. Resolution, or lack thereof, of a Disputed Cure Cost shall not prevent the Transaction from Closing.

25. **The Arena Management, Use and Lease Agreement**. The Sellers are hereby authorized and directed to enter into a Partial Lease Assignment Agreement with the Buyers, substantially in the form attached to the APA, pursuant to which, (i) the Sellers will assign to the Buyers, pursuant to Section 17.2 of the AMULA, all of the Sellers' rights under the AMULA; (ii) the Buyers will pay either to the Sellers or to the City on behalf of the Sellers, on or before the dates such payments are due under the terms of the AMULA, all rent and other amounts payable by the Sellers under the AMULA; and (iii) the Buyers will comply with such other obligations of the Sellers under the AMULA as provided in the Partial Lease Assignment Agreement. The Partial Lease Assignment Agreement shall terminate the earlier of June 30, 2010 and the date of a Glendale Team Sale. Notwithstanding any of the provisions of the AMULA to the contrary, the

execution, delivery and performance of the Partial Lease Assignment Agreement shall not give rise to any default or right to terminate the AMULA, and the Buyers shall be entitled to enforce the AMULA against any counterparty to the AMULA in the name of the Sellers, consistent with the provisions of the Partial Lease Assignment Agreement. In addition to the amounts payable to the City of Glendale hereunder in connection with prepetition amounts due to the City of Glendale under the AMULA, the City of Glendale has asserted additional claims against the Estates, including amounts arising under that certain Team Guaranty, dated January 31, 2002, in the amount of $12,250,000.00, and additional amounts arising prepetition under the AMULA, in the amount of $2,103,685.85. Notwithstanding anything herein or in the APA to the contrary, the City of Glendale does not waive any of the asserted claims set forth in the immediately preceding sentence (the "Non-Waived Claims"), and nothing herein is intended to impair or compromise the Non-Waived Claims in any respect or the ability of any party to object to the same.

26. The Sellers shall not seek to reject the AMULA prior to June 30, 2010 and the City of Glendale has agreed that pursuant to the Partial Lease Assignment Agreement the Buyers may continue to use the Arena through such date; provided, however, that the City of Glendale has otherwise reserved all of its rights with respect to any action to reject the AMULA.

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

28. **Preferred Glendale Team Sale**. The Buyers are authorized to accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale) in their sole discretion, notwithstanding any higher or better offer or indication of interest that would result in the relocation of the Team. No party other than the City of Glendale shall have standing to object or otherwise challenge the Buyers' decision to accept any Glendale Team Sale (whether or not a Preferred Glendale Team Sale).

29. **Binding Effect of Order**. This Order shall be binding upon and shall govern the acts of all entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, administrative agencies, governmental

departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required by operation of law, the duties of their office or contract, to accept, file, register or otherwise record or release any documents or instruments or who may be required to report or insure any title or state of title in or to any of the Assets.

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

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

32. **Good Faith**. The Transaction is undertaken by the Buyers without collusion and in good faith, as that term is used in section 363(m) of the Bankruptcy Code and, accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Transaction shall not affect the validity of the Transaction (including the assumption and assignment of the Assumed Contracts) with the Buyers, unless such authorization is duly stayed pending such appeal. The Buyers are good faith purchasers of the Assets and are entitled to all of the benefits and protections afforded by section 363(m) of the Bankruptcy Code.

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

34. **Retention of Jurisdiction**. The Court retains jurisdiction, pursuant to its statutory powers under 28 U.S.C. § 157(b)(2), to, among other things, interpret, implement and enforce the terms and provisions of this Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Assets to the Buyers; (b) compel delivery of the consideration provided for under the APA or performance of other obligations owed to the Debtors; (c) interpret, implement and enforce the provisions of this Order and the APA; (d) adjudicate, if necessary, any and all disputes concerning or relating in any way to the Transaction; (e) protect the Buyers or the Assets from or against any Interests asserted in the Assets or by or through the Debtors; and (f) review whether the Estates have received that to which they are entitled under the APA when resale of the Team occurs and the Net Profit computation is made, including, but not limited to, the determination of any relocation fee.

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

36. **Fees and Expenses**. Any amounts payable by the Debtors under the APA or any of the documents delivered by the Debtors in connection with the APA shall be paid in the manner provided in the APA without further order of this Court, shall be an allowed administrative claim in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code, and shall not be discharged, modified or otherwise affected by any reorganization plan for the Debtors, except by agreement with the Buyers, their successors or assigns.

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

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

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

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

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

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

ENTERED AND DATED ABOVE

Stipulated and Agreed:

SQUIRE, SANDERS & DEMPSEY L.L.P., counsel for the **Debtors**

By: _____
Jordan A. Kroop, Esq.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP, co-counsel for the **National Hockey League**

By: _____
J. Gregory Milmoe, Esq.

ALLEN SALA & BAYNE, PLC, counsel for the **Official Committee of Unsecured Creditors**

By: _____
Paul Sala, Esq.

SNELL & WILMER, co-counsel for **SOF Investments, L.P., White Tip Investments, LLC, and Donatello Investments, LLC**

By: _____
Don Gaffney, Esq.

JENNINGS, STROUSS & SALMON, PLC, counsel for **Jerry Moyes**

By: _____
Carolyn Johnsen, Esq.

FENNEMORE CRAIG, co-counsel for the **City of Glendale, Arizona**

By: _____
Cathy L. Reece, Esq.

Exhibit E

PARTIAL LEASE ASSIGNMENT AGREEMENT

This PARTIAL LEASE ASSIGNMENT AGREEMENT (this "Assignment") is made as of November ___, 2009, by and among COYOTES HOCKEY, LLC, a Delaware limited liability company ("Team Assignor") and ARENA MANAGEMENT GROUP, LLC, a Delaware limited liability company ("Manager Assignor" and together with Team Assignor, an "Assignor" and collectively, "Assignors"), as assignors, and COYOTES NEWCO, LLC, a Delaware limited liability company ("Team Assignee") and ARENA NEWCO, LLC, a Delaware limited liability company ("Manager Assignee, and together with Team Assignee, an "Assignee" and collectively, "Assignees"), as assignees.

R E C I T A L S

WHEREAS, Team Assignor is engaged in the operation of a National Hockey League team currently known as the "Phoenix Coyotes" (the "Franchise");

WHEREAS, pursuant to that certain Arena Management, Use and Lease Agreement, dated as of November 29, 2001 (the "AMULA") among Team Assignor, Manager Assignor, Glendale-101 Development, LLC, Coyote Center Development, LLC and the City of Glendale (the "City"), Manager Assignor manages and operates, and Team Assignor uses, the multi-purpose facility in Glendale, Arizona currently known as Jobing.com Arena (the "Arena"), which serves as the home venue for the Franchise and provides a venue for other recreational, cultural, entertainment and sports events;

WHEREAS, Assignors and Assignees have entered into an Asset Purchase Agreement, dated as of November [__], 2009 (the "Asset Purchase Agreement");

WHEREAS, Team Assignor and Manager Assignor desire to assign to Team Assignee and Manager Assignee, respectively, and Team Assignee and Manager Assignee desire to accept, an assignment from Team Assignor and Manager Assignor, of their respective AMULA Rights and Obligations (as hereinafter defined) for the period commencing on the Assignment Commencement Date (as hereinafter defined) through and including the day immediately preceding the Assignment Termination Date (as hereinafter defined);

WHEREAS, on the Assignment Termination Date, this Assignment shall automatically terminate and the AMULA Rights and Obligations shall automatically revert back to Assignors or their successors in interest; and

WHEREAS, the Sale Order entered by the Bankruptcy Court in the Bankruptcy Case authorizes Assignors to enter into this Assignment.

NOW THEREFORE, in consideration of the promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties hereto, the parties hereby agree as follows:

1. Definitions. As used in this Assignment the following terms shall have the meanings indicated in this Section 1.

"AMULA Rights and Obligations" means, with respect to either Team Assignor or Manager Assignor, all of such party's rights and obligations in effect immediately prior to the execution and delivery of this Assignment by the parties hereto under the AMULA (including, without limitation, the right to receive payments under the AMULA and the obligation to make payments to the City under the AMULA), but expressly excluding the Excluded Rights and Obligations of such party.

"Assignment Commencement Cut-Off Time" means 11:59 p.m. (MST) on the day preceding the Assignment Commencement Date.

"Assignment Commencement Date" means the date hereof.

"Assignment Period" means the period from the Assignment Commencement Date through and including the day immediately preceding the Assignment Termination Date.

"Assignment Termination Cut-Off Time" means 11:59 p.m. (MST) on the day preceding the Assignment Termination Date.

"Assignment Termination Date" means, subject to Section 7 hereof, June 30, 2010.

"Bankruptcy Case" means Case Nos. 2:09-bk-09491-RTB and 2:09-bk-09495-RTB, which cases are being jointly administered with the Chapter 11 bankruptcy proceedings of Dewey Ranch Hockey, LLC (Case No. 2:09-bk-09488-RTBP) and

Coyotes Holdings, LLC (Case No. 2:09-bk-09500-RTB) under Case No. 2:09-bk-09488-RTBP).

"Bankruptcy Court" means United States Bankruptcy Court for the District of Arizona.

"Business Days" means any day except Saturday, Sunday or any other day on which banks in the State of Arizona are permitted to be closed.

"Excluded Rights and Obligations" means, with respect to either or both of Team Assignor and Manager Assignor, as applicable, all of such party's obligations under (i) Article 10 of the AMULA, (ii) Sections 14.4.1, 14.4.2, 14.5.1, 14.5.2, 14.6.1, 14.6.3 and 14.9 of the AMULA with respect to any defaults arising under Sections 14.1.1(c) or 14.1.2(c) of the AMULA and (iii) Sections 15.1 and 15.2 of the AMULA with respect to any indemnification claims thereunder in connection with the acts or omissions of Assignors prior to the Assignment Commencement Date.

"NHL" means the National Hockey League, a joint venture organized as an unincorporated association not for profit, and any successor thereto.

"Proration Items" means items of income and expense with respect to the AMULA Rights and Obligations allocable to (i) Team Assignor and/or Manager Assignor under Section 5(a) hereof or (ii) Team Assignee and/or Manager Assignee under Section 5(b) hereof.

"Sale Order" means the order of the Bankruptcy Court approving, among other things, the Asset Purchase Agreement.

"Team Guaranty" means that certain Team Guaranty, dated as of January 31, 2002, by Team Assignor to and in favor of the City.

2. Assignment Commencement.

(a) Effective as of the Assignment Commencement Date, Team Assignor hereby assigns, transfers, sets over and conveys to Team Assignee, and its successors and assigns, the AMULA Rights and Obligations of Team Assignor arising during the Assignment Period.

(b) Effective as of the Assignment Commencement Date, Manager Assignor hereby assigns, transfers, sets over and conveys to Manager

Assignee, and its successors and assigns, the AMULA Rights and Obligations of Manager Assignor arising during the Assignment Period.

3. Assignees' Assumption.

(a) Effective as of the Assignment Commencement Date, Team Assignee hereby fully and completely assumes the AMULA Rights and Obligations of Team Assignor that accrue solely with respect to the Assignment Period.

(b) Effective as of the Assignment Commencement Date, Manager Assignee hereby fully and completely assumes the AMULA Rights and Obligations of Manager Assignor that accrue solely with respect to the Assignment Period.

4. Assignment Termination. On the Assignment Termination Date, (i) the assignment of the AMULA Rights and Obligations pursuant to Section 3 hereof shall automatically and without any further action on the part of any party terminate and be of no further force and effect, (ii) Team Assignor and Manager Assignor shall, as of and after such time, be fully and completely liable and responsible for the AMULA Rights and Obligations and (iii) Team Assignee and Manager Assignee shall, as of and after such time, have no further responsibility or obligation whatsoever for the AMULA Rights and Obligations of Team Assignor and Manager Assignor; except in the case of clauses (ii) and (iii) above for any proration payments pursuant to Section 5 hereof. This Section 4 shall survive the Assignment Termination Date.

5. Prorations.

(a) Assignors and Assignees shall prorate the Proration Items as of the Assignment Commencement Cut-Off Time, so that the Assignment Commencement Date is a day of income and expense for Assignees. Assignees shall receive a credit for any Proration Items of (i) income which are prepaid for any period of time after the Assignment Commencement Cut-Off Time, and (ii) expense to the extent the same relate to any period prior to the Assignment Commencement Cut-Off Time, but are unpaid as of the Assignment Commencement Cut-Off Time. Assignors shall receive a credit for any Proration Items of (A) income which are accrued but not received by Assignors as of the Assignment Commencement Cut-Off Time and (B) expense to the extent the same relate to any period of time after the Assignment Commencement Cut-Off Time and have been paid prior to the Assignment Commencement Date.

(b) Notwithstanding anything to the contrary in Section 5(a) hereof, Assignees shall have the right with respect to any item of income set forth in Section 5(a)(A) (such item of income, a "Receivable"), to elect that Assignors retain the right to collect such Receivable, in which case Assignors shall not receive a credit therefor under Section 5(a) hereof. If a Receivable is paid to Assignees after the Assignment Commencement Cut-Off Time, Assignees shall pay over such Receivable to Assignors promptly upon receipt thereof.

(c) Assignors and Assignees shall prorate the Proration Items as of the Assignment Termination Cut-Off Time so that the Assignment Termination Date is a day of income and expense for Assignors. Assignors shall receive a credit for any Proration Items of (i) income which are prepaid for any period of time after the Assignment Termination Cut-Off Time, and (ii) expense to the extent the same relate to any period prior to the Assignment Termination Cut-Off Time, but are unpaid as of the Assignment Termination Cut-Off Time. Assignees shall receive a credit for any Proration Items of (A) income which are accrued but not received by Assignees as of the Assignment Termination Cut-Off Time and (B) expense to the extent the same relate to any period of time after the Assignment Termination Cut-Off Time and have been paid prior to the Assignment Termination Date.

(d) Assignors and Assignees shall cooperate in good faith to comply with this Section 5 and shall reconcile the Proration Items so that any party owing any amount to another party pursuant to this Section 5 (taking into account Section 5(b) hereof) shall pay such amount to such other party within ten (10) days after the Assignment Commencement Date or Assignment Termination Date, as applicable; provided, however, that at any time prior to the three (3) month anniversary of the Assignment Termination Date the Assignors and Assignees shall reconcile and make such additional payments as may be required as a result of, any Proration Items that Assignors and Assignees failed to prorate or improperly prorated on the Assignment Commencement Cut-Off Time or the Assignment Termination Cut-Off Time, as applicable.

(e) This Section 5 shall survive the Assignment Termination Date.

6. Responsibilities. Assignees shall not be responsible for any matters arising under and/or in connection with the AMULA Rights and Obligations prior to the Assignment Commencement Date. Assignors shall not be responsible for any matters arising in connection with the AMULA Rights and Obligations during the Assignment Period, except to the extent such matters are attributable to the gross negligence or willful misconduct of an Assignor. Assignees shall not be responsible

for any matters arising in connection with the AMULA Rights and Obligations from and after the Assignment Termination Date.

7. Termination Rights. Notwithstanding anything to the contrary contained herein, if at any time prior to the Assignment Termination Date, (i) a Glendale Team Sale is consummated or (ii) Assignees elect to assume the AMULA pursuant to Section 2.9(b) of the Asset Purchase Agreement, then, in either event, as of the date (but not prior to the effectiveness) of such consummation of a Glendale Team Sale or the assumption and assignment of the AMULA to the Assignees, this Assignment shall terminate automatically and without further action on the part of Assignors or Assignees and the Assignment Termination Date shall be deemed to occur. Notwithstanding anything in Section 5 hereof to the contrary, in the event that the Assignment Termination Date occurs as set forth in this Section 7, Assignors and Assignees hereby agree that neither Assignors nor Assignees shall have the right or the obligation to prorate any Proration Items as of the Assignment Termination Cut-Off Time.

8. Assignment.

(a) At any time prior to the Assignment Termination Date, each Assignee shall have the right to assign this Assignment and/or the rights and obligations of such Assignee hereunder to any party without the consent of Assignors, provided that such assignment is approved by the NHL.

(b) Neither Assignor shall be permitted to assign or transfer its rights and obligations under this Assignment to any other entity at any time without the prior written consent of Assignees, which consent may be granted or withheld in Assignees' sole discretion.

9. Representatives. During the Assignment Period, the "Team Representative" (as defined in the AMULA) shall be [_____] and the Arena "Manager Representative" (as defined in the AMULA) shall be [_____]. Assignors shall forward to Assignees, as soon as practicable and in any event within two (2) Business Days after either Assignor's receipt thereof, all written correspondence and any other documents relating to the AMULA that are received by such Assignor during the Assignment Period from (i) counterparties to the AMULA and (ii) any other person or entity (including, without limitation, any governmental or quasi-governmental authority). In addition, Assignors shall notify Assignees, telephonically and in writing as soon as practicable and in any event within two (2) Business Days after either Assignor's receipt thereof, of all oral or other communications relating to the AMULA that is received by such Assignor

during the Assignment Period from (i) counterparties to the AMULA and (ii) any other person or entity (including, without limitation, any governmental or quasi-governmental authority).

10. Right to Assignment.

(a) Assignors and Assignees hereby acknowledge that this Assignment has been approved by the NHL.

(b) To the extent that the consent of the City is determined to be required solely with respect to the assignment of any of the AMULA Rights and Obligations of Manager Assignor, Assignors shall use their commercially reasonable efforts to obtain such consent of the City. In the event that such consent is not obtained within any applicable time periods, the assignment and assumption of only those AMULA Rights and Obligations of Manager Assignor set forth in Sections 2(b) and 3(b) hereof for which such consent is required shall terminate and such AMULA Rights and Obligations of Manager Assignor shall be deemed to be an "Additional Service" pursuant to, and as defined in, that certain Transition Services Agreement, dated as of the date hereof, by and among Assignees and Assignors and shall thereafter be covered by such Transition Services Agreement.

11. Representations and Warranties.

(a) Assignors hereby represent and warrant to Assignees that:

(i) true, correct and complete copies of the AMULA and the Team Guaranty are attached hereto as Exhibit A;

(ii) the AMULA is in full force and effect and has not been terminated, amended, modified or supplemented;

(iii) Assignors have received no written notice of any violation of any law, statute, rule, regulation or ordinance of any governmental authority affecting the Arena and/or the AMULA;

(iv) Neither Assignor has received written notice threatening, proposing or commencing any suits, actions, proceedings or investigations against such Assignor which relate to or affect the Arena and/or the AMULA and neither Assignor has initiated any suits, actions, proceedings or

investigations relating to or affecting the Arena and/or the AMULA; and

(v) this Assignment has been duly authorized in accordance with the Sale Order, executed and delivered by Assignors and constitutes the legal, valid and binding obligation of each Assignor.

(b) Assignees hereby represent and warrant to Assignors that:

(i) this Assignment has been duly authorized, executed and delivered by Assignees and constitutes the legal, valid and binding obligation of each Assignee; and

(ii) The execution, delivery and performance of this Assignment will not conflict with or result in a breach of any of the terms or provisions of, or constitute a default under any other agreement to which either Assignee is a party.

12. Cooperation. Each party will perform all obligations under this Agreement in good faith and use commercially reasonable efforts to cooperate with the other parties in all matters relating to this Assignment.

13. Notices. All notices, consents, requests, instructions, approvals and other communications provided for herein shall be validly given, made or served only if in writing and delivered personally or sent by certified or registered first class mail, return receipt requested, postage prepaid, addressed as follows:

If to Assignors:

Coyotes Hockey, LLC
Arena Management Group, LLC
c/o Coyotes Holdings, LLC
P.O. Box 1397
Tolleson, Arizona 85353
Telecopy: (602) 275-6417
Attention: [_____]

with a copy to:

Squire, Sanders & Dempsey LLP
40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004
Telecopy: (602) 253-8129
Attention: Thomas J. Salerno

If to Assignees:

Coyotes Newco, LLC
Arena Newco, LLC
c/o National Hockey League
1185 Avenue of the Americas
New York, New York 10036
Telecopy: (212) 789-2030
Attention: William Daly

with a copy to:

Skadden, Arps, Slate, Meagher & Flom LLP
4 Times Square
New York, New York 10036
Telecopy: (917) 777-3770 and (917) 777-2440
Attention: J. Gregory Milmoe, Esq. and Marc R. Packer, Esq.

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall only be effective upon receipt. All notices shall be deemed received on the date of delivery or, if mailed, three (3) Business Days after the date appearing on the return receipt therefor.

14. Severability. If any term or provision of this Assignment is held invalid, unenforceable or contrary to any laws, such term or provision shall be deemed to be severable from the other terms and provisions hereof, but only to the extent necessary to bring this Assignment within the requirements of such law, and the remainder of this Assignment shall be given effect as if the parties had not included the severed term herein; provided, however, that if the party that would be adversely affected by such severance demonstrates that a material inducement to its entering into this Assignment would be materially impaired, such party shall be entitled to seek an adjudication that this Assignment should be terminated on that ground.

15. Governing Law. This Assignment shall be governed by the laws of the state of New York. This Assignment may not be amended except by a document signed by all parties hereto.

16. Further Assurances. Assignors and Assignees shall execute and acknowledge (or cause to be executed and acknowledged) and deliver to each other or any other third party all documents, and take all actions, reasonably required by the other party from time to time to confirm the assignments, rights and obligations created or now or hereafter intended to be created under this Assignment.

17. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which when taken together shall constitute but one and the same instrument.

[The remainder of this page is intentionally left blank]

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

ASSIGNORS

COYOTES HOCKEY, LLC

By: _____
Name: _____
Title: _____

ARENA MANAGEMENT GROUP, LLC

By: _____
Name: _____
Title: _____

ASSIGNEES

COYOTES NEWCO, LLC

By: _____
Name: _____
Title: _____

ARENA NEWCO, LLC

By: _____
Name: _____
Title: _____

Exhibit F

TRANSITION SERVICES AGREEMENT

This TRANSITION SERVICES AGREEMENT, dated as of November ___, 2009 (including all appendices delivered herewith or attached hereto, as the same may be amended from time to time in accordance with its terms, the "Agreement"), is among Coyotes Hockey, LLC, a Delaware limited liability company ("Team Seller"), Arena Management Group, LLC, a Delaware limited liability company ("Arena Seller" and, together with Team Seller, the "Sellers"), Coyotes Newco, LLC, a Delaware limited liability company ("Team Buyer") and Arena Newco, LLC, a Delaware limited liability company ("Arena Buyer" and, together with Team Buyer, the "Buyers").

W I T N E S S E T H

WHEREAS, the Buyers and the Sellers have entered into an Asset Purchase Agreement, dated as of November ___, 2009 (the "Asset Purchase Agreement");

WHEREAS, Appendix A to this Agreement sets forth all of the Glendale Contracts relating to the AMULA and the operation of the Arena, including the Team's use of the Arena, to which one or both of the Sellers is a party;

WHEREAS, pursuant to the Asset Purchase Agreement, among other matters, the Sellers and the Buyers have agreed to enter into this Transition Services Agreement pursuant to which the Sellers will provide or cause to be made available to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena; and

WHEREAS, the Sale Order entered by the Bankruptcy Court in the Bankruptcy Case authorizes the Sellers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements, provisions and covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

ARTICLE II

TRANSITION SERVICES PROVIDED

2.1 Transition Services. In accordance with the terms and subject to the conditions set forth in this Agreement, during the Transition Period (as defined in Section 5.1), the Sellers shall provide or cause to be made available to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Glendale Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena (hereinafter referred to individually as a "Transition Service", and collectively as the "Transition Services").

2.2 Additional Services.

(a) From time to time during the Transition Period, the Buyers may identify on one or more additional appendices to be attached hereto additional Contracts that, at such time, are neither Assumed Contracts nor Glendale Contracts ("Additional Service Contracts"). At the election of the Buyers, Sellers shall provide or cause to be made available to the Buyers the goods, services, rights and benefits to which the Sellers are entitled under the Additional Service Contracts, to the extent reasonably requested by the Buyers consistent with past operation of the Team and the Arena (any such service, individually, an "Additional Service," and, collectively, "Additional Services") and, upon such election, the Additional Services shall constitute Transition Services under this Agreement.

(b) In the event that the assignment by Arena Seller to Arena Buyer, and the assumption by Arena Buyer, under the Partial Lease Assignment Agreement, dated as of the date hereof, by and among the Buyers and the Sellers (the "Partial Lease Assignment") of any AMULA Rights and Obligations (as defined in the Partial Lease Assignment) is terminated pursuant to Section 10(b) of the Partial Lease Assignment, then those (and only those) AMULA Rights and Obligations shall automatically be deemed Additional Services hereunder.

2.3 Cooperation and Personnel.

(a) Each party will perform all obligations under this Agreement in good faith and use commercially reasonable efforts to cooperate with the other parties in all matters relating to the provision and receipt of the Transition Services in order to ensure and facilitate the provision to and receipt of the Transition Services by the Buyers.

(b) Without limiting Section 2.1 hereof, with respect to each Employment and Independent Contractor Contract that is a Glendale Contract, until the earlier of the expiration (without renewal) of such Employment and Independent Contractor Contract in accordance with its terms and the date, if any, upon which such Employment and Independent Contractor Contract is assumed pursuant to Section 2.14(b) of the Asset Purchase Agreement by one or both of the Buyers, the Sellers shall not terminate the employment of the counterparties to such Employment and Independent Contractor Contracts and the Sellers shall use their commercially reasonable efforts to cause each employee of the Sellers who is party to an Employment and Independent Contractor Contract that is a Glendale Contract to provide, for the benefit of and as directed by the Buyers, such services as such employee of the Sellers would be required to be provided to the Sellers under such Employment and Independent Contractor Contract. Notwithstanding anything herein to the contrary, during the Transition Period, each

such employee shall continue to be an employee of one of the Sellers and shall not be deemed an employee of either of the Buyers for any purpose.

2.4 Level of Transition Services.

(a) Each Seller shall use commercially reasonable efforts to provide, or cause to be made available, the Transition Services with respect to such Glendale Contracts and Additional Service Contracts to which it is a party in a timely, professional and workmanlike manner and exercising the same degree of care and skill as it exercised in performing the same or similar services for its own account prior to the Closing, with priority equal to that provided to its own businesses or those of any of its Affiliates or Subsidiaries; provided, however, that the Sellers shall not be liable under this Agreement for any failure of a third party in the provision of a Transition Service so long as Sellers shall have used commercially reasonable efforts to perform or cause such third party to perform in a manner consistent with the terms of the applicable Glendale Contract or Additional Service Contract and the standards by which such service is or was provided prior to the Closing Date; and provided, further, that the Sellers shall not be liable under this Agreement for failing to use commercially reasonable efforts to provide or cause to be made available Transition Services as set forth herein if such failure was the result of the Sellers' personnel performing the services in accordance with clear written instructions provided by the Buyers.

(b) To the extent that any third party Consent is required in order to effectuate the terms of this Agreement with respect to any Transition Service, the Sellers will use their commercially reasonable efforts to obtain such Consent. If such Consent is not obtained, the Buyers and Sellers will use their commercially reasonable efforts to enter into an alternative arrangement with respect to such Transition Service, including seeking relief from the Bankruptcy Court, to provide the Buyers with the benefits of such Transition Service.

(c) In the event that the Buyers reasonably determine that any third party has breached a Glendale Contract or an Additional Service Contract, the Sellers shall, at the Buyers' expense, co-operate with the Buyers in resolving any resulting dispute involving such Glendale Contract or Additional Service Contract, including taking all actions reasonably requested by the Buyers (after consultation with such Seller) to (i) prosecute any action or suit relating to such breach and (ii) use their commercially reasonable efforts to enter into an alternative arrangement with respect to the Transition Service provided pursuant to such Glendale Contract or Additional Service Contract. In the event that such third party pays any amount in settlement of such action or suit, such amount shall be for the account of the Buyers and shall be promptly remitted to the Buyers. Each Seller shall promptly notify the Buyers in writing of any actual or threatened material breach of a Glendale Contract or an Additional Service Contract of which such Seller may become aware from time to time.

2.5 Sharing of Information. The Sellers shall provide to the Buyers copies, as soon as practicable and in any event within two (2) Business Days of receipt, of all written correspondence and any other documents received from (i) counterparties under the Glendale Contracts and the Additional Service Contracts and (ii) any other Person or Governmental Entity, in each case, where such written correspondence or other documents relate to any Transition Service or a Glendale Contract or an Additional Service Contract. In addition, the Sellers shall

notify the Buyers, in writing and telephonically as soon as practicable and in any event within two (2) Business Days of receipt, of all oral or other communications and other documents received by the Sellers from (i) counterparties under the Glendale Contracts and the Additional Service Contracts and (ii) any other Person or Governmental Entity, in each case, where such oral or other communication or other documents relate to any Transition Service or such Glendale Contract or Additional Service Contract.

2.6 Received Payments; Credits, Deposits and Escrows.

(a) The Sellers agree to deliver to the Buyers as soon as practicable and in any event within two (2) Business Days of receipt, all revenues, receipts and payments received by the Sellers and which relate to the Glendale Contracts and Additional Service Contracts during the Transition Period.

(b) All deposits, credits, prepaid expenses, deferred charges, advanced payments, security deposits, escrowed funds, rights to refunds, offsets, set asides and prepaid items of the Sellers not previously transferred to the Buyers pursuant to the Asset Purchase Agreement and relating to the Glendale Contracts or Additional Service Contracts shall be maintained by Sellers in a manner consistent with past practice and shall be applied to and on behalf of the account of the Buyers with respect to such Glendale Contracts and Additional Service Contracts.

2.7 Force Majeure. Any failure or omission by a Seller in the performance of any obligation under this Agreement shall not be deemed a breach of this Agreement or create any liability to the Buyers, if the same arises from any cause or causes beyond the control of such Seller, including, but not limited to, the following, which, for purposes of this Agreement shall be regarded as beyond the control of each of the parties hereto: acts of God, fire, storm, flood, earthquake, governmental regulation or direction, acts of the public enemy, war, terrorism, rebellion, insurrection, riot, invasion, strike or lockout; provided, however, that such party shall resume performance whenever such causes are removed if the applicable time period for the provision of such services has not expired.

2.8 Termination of Transition Services.

(a) Notwithstanding any provision in this Agreement to the contrary, the Buyers shall have no obligation to renew or extend any Glendale Contract or Additional Service Contract pursuant to which a Transition Service is being provided that expires in accordance with its terms prior to June 30, 2010 (any such Glendale Contract or Additional Service Contract that expires in accordance with its terms and is not renewed or extended by the Buyers, an "Expired Contract"). From and after the date of expiration of an Expired Contract, (i) the Buyers shall have no obligation to pay any fees, costs or expenses relating to such Transition Service (other than amounts accrued prior to such expiration date), and (ii) the Sellers shall have no obligation to continue to provide such Transition Service to the Buyers pursuant to this Agreement.

(b) Notwithstanding any provision in this Agreement to the contrary, the Buyers shall have no obligation to continue to use any Transition Service provided under the

Glendale Contracts set forth on Schedule 2.14(d) to the Asset Purchase Agreement and may, by giving Sellers not less than 15 days' written notice, elect to stop receiving the Transition Services provided thereunder at the date and time specified in such notice. From and after the date specified in such notice, (i) the Buyers shall have no obligation to pay any fees, costs or expenses relating to such Transition Service (other than amounts accrued prior to such date), and (ii) the Sellers shall have no obligation to continue to provide such Transition Service to the Buyers pursuant to this Agreement.

(c) In the event that any Glendale Contract or Additional Service Contract is assumed pursuant to Section 2.14(b) of the Asset Purchase Agreement by one or both of the Buyers prior to the last day of the Transition Period, such Glendale Contract or Additional Service Contract shall, effective upon the assumption thereof by the Buyers, no longer be deemed a Glendale Contract or Additional Service Contract for purposes of this Agreement and no further Transition Services shall be provided by the Sellers and no further payments shall be made (other than amounts accrued prior to the date of such assumption or amounts to be remitted by the Sellers pursuant to Section 2.6(a)) with respect thereto.

ARTICLE III

COMPENSATION

3.1 Pricing. The Buyers shall pay to the Sellers a fee for each Transition Service equal to the fee, cost, rent or other amount (if any) required to be paid by the Sellers to the counterparty under the Glendale Contract and Additional Service Contract to which such Transition Service relates. In no event shall the fee charged to the Buyers for any Transition Service include any allocation of overhead costs (such as human resources, legal, and accounting) or other indirect costs; provided that Buyers shall pay any FICA or other payroll taxes associated with any Employment and Independent Contractor Contract.

3.2 Invoices and Payment.

(a) For each Glendale Contract and Additional Service Contract for which a Transition Service is then being provided, the Sellers shall provide to the Buyers no less than fifteen (15) Business Days in advance of when payment is due and payable under such Glendale Contract or Additional Service Contract, an invoice or such other documentation as is reasonably sufficient to identify such Transition Service, the amount required to be paid and the Glendale Contract or Additional Service Contract. From time to time upon request by the Buyers in respect of any Transition Service, the Sellers shall provide to the Buyers such further information in the Sellers' possession as the Buyers may reasonably request.

(b) The Buyers shall pay to the Sellers, or, upon written instructions from the Sellers to the Buyers, directly to the counterparties under the Glendale Contracts and the Additional Service Contracts, as and when due, all amounts owed for such Transition Services as reflected in the relevant invoices and other documentation provided by the Sellers pursuant to Section 3.2(a). If the Buyers in good faith dispute the accuracy or legitimacy of any charge or invoice, the Buyers shall promptly notify the Sellers of such dispute and the Buyers shall pay or procure the payment of any undisputed amount by the due date.

(c) As promptly as practicable and, in any event, within two (2) Business Days after the Sellers receive a payment from the Buyers pursuant to Section 3.2(b) with respect to any Transition Service, the Sellers shall pay such amount to the appropriate counterparty under the Glendale Contract or the Additional Service Contract with respect to which such Transition Service is provided.

3.3 Audit. During the Transition Period, the Sellers shall keep books and records of the Transition Services provided hereunder in the same detail and with the same accuracy as the Sellers keep their books and records as of the date hereof, but in no event less than as required by applicable Law. The Buyers shall have the right, upon reasonable notice during normal business hours and at Buyers' sole expense, to inspect and audit the books and records of the Sellers for the sole purpose of verifying the invoices delivered by the Sellers to the Buyers with respect to the Transition Services.

3.4 Taxes and Charges. The Buyers shall be responsible for and pay any federal, state or local sales or other tax, duty, charge or levy (and any related interest and penalties) imposed as a result of its receipt of the Transition Services or with respect to the payments due to the Sellers hereunder (other than the Sellers' income taxes with respect thereto).

ARTICLE IV

LIABILITY

4.1 Liability. (a) The Sellers shall not be liable to the Buyers for any damages or losses incurred or suffered by the Buyers with respect to the Transition Services, except for those damages and losses incurred or suffered by a Buyer arising from the willful misconduct or gross negligence of any Seller with respect to any Transition Service to be provided hereunder.

(b) The Buyers shall not be liable to the Sellers for any damages or losses incurred or suffered by the Sellers with respect to the Transition Services, except for those damages and losses incurred or suffered by a Seller arising from the willful misconduct or gross negligence of any Buyer with respect to the furnishing of any Transition Service to be provided hereunder.

4.2 Disclaimer of Warranty. SELLERS MAKE NO WARRANTY, EXPRESS OR IMPLIED, AND HEREBY DISCLAIM ANY WARRANTIES WITH RESPECT TO THE NATURE OR QUALITY OF THE TRANSITION SERVICES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4.1) OR THE RESULTS THAT WILL BE OBTAINED BY USING OR APPLYING THE TRANSITION SERVICES.

4.3 Limitation on Damages. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS), WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO IT OR COULD HAVE BEEN REASONABLY FORESEEN BY IT AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR

OTHERWISE. SELLERS' LIABILITY FOR ANY CLAIM, LOSS OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE PROVISION OF TRANSITION SERVICES OR USE BY THE BUYERS OF ANY TRANSITION SERVICES, WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO OR ON BEHALF OF OR AT THE DIRECTION OF THE SELLERS BY THE BUYERS UNDER THIS AGREEMENT. The Sellers' entire liability and the Buyers' remedies under this Agreement shall be subject to the limitations contained in this Section 4.3.

ARTICLE V

TERM

5.1 Term. This Agreement shall become effective on the Closing Date and shall remain in force until the earlier of (i) June 30, 2010, and (ii) the date on which all Glendale Contracts have either (A) expired (without renewal), (B) been terminated with the consent of all parties thereto, or (C) been assumed by the Buyers pursuant to Section 2.14 of the Asset Purchase Agreement (the "Transition Period").

5.2 Partial Termination. In the event of any termination with respect to one or more, but less than all Transition Services, this Agreement shall continue in full force and effect with respect to any Transition Services not terminated thereby.

5.3 Survival. The provisions of Section 2.6, Articles III, IV and VI shall survive the termination of this Agreement.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement; Amendments. This Agreement and the other Transaction Documents constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof and supersede and are in full substitution for any and all previous agreements, contracts, representations, warranties and conditions among the parties, whether written or oral with respect to such subject matter. No provision of this Agreement may be modified, supplemented, or amended except by a written instrument executed by each of the parties hereto.

6.2 Appendices. Each appendix delivered under the terms of this Agreement shall be in writing and shall constitute an integral part of this Agreement.

6.3 Assignment. Neither this Agreement nor any rights, duties or obligations under it are assignable (directly, indirectly, by operation of law, change of control or otherwise) by any party hereto without the prior written consent of the other parties, except that the Buyers may assign this Agreement and any of their rights, duties or obligations under this Agreement (i) to any Affiliate of one or both of the Buyers or the NHL, (ii) to any Person to which the Team Buyer sells or transfers the Team's NHL franchise (subject to NHL approval) or the Arena Buyer

sells or transfers the rights to operate and manage the Arena or (iii) at any time to any of their lenders or other financing sources for collateral security purposes, so long as, in the case of clause (iii), such assignment does not have a material adverse effect on the ability of the Buyers to consummate the transactions contemplated under this Agreement. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by, each party hereto and its successors and permitted assigns.

6.4 Headings. The descriptive headings of the Articles, Sections and subsections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

6.5 Counterparts; Facsimile/pdf Signatures. This Agreement may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Agreement by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Agreement.

6.6 No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person that is not a party hereto, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

6.7 Notices. Unless otherwise specified herein, all notices, requests, demands, consents and other communications hereunder shall be transmitted in writing by personal service, Federal Express or other nationally recognized overnight courier or facsimile (with confirmation of successful transmission), shall be deemed to have been duly given when received by the intended recipient, and shall be addressed as follows:

if to any Seller:

Coyotes Hockey, LLC
Arena Management Group, LLC
c/o Coyotes Holdings, LLC
P.O. Box 1397
Tolleson, Arizona 85353
Telecopy: (602) 275-6417
Attention:

With a copy to:

Squire, Sanders & Dempsey LLP
40 North Central Avenue, Suite 2700
Phoenix, Arizona 85004
Telecopy: (602) 253-8129
Attention: Thomas J. Salerno

if to any Buyer:

Coyotes Newco, LLC
Arena Newco, LLC
c/o National Hockey League
1185 Avenue of the Americas
New York, New York 10036
Telecopy: (212) 789-2030
Attention: William Daly

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, New York 10036
Telecopy: (917) 777-3770 and (917) 777-2440
Attention: J. Gregory Milmoe, Esq. and Marc R. Packer, Esq.

or to such other address, facsimile number or person as either party shall have last designated by such notice to the other party.

6.8 Waivers. No waiver of any provision nor consent to any exception to the terms of this Agreement shall be effective unless in writing and signed by the Buyers and the Sellers or, in the case of a waiver, by the party waiving compliance. No failure on the part of any party to exercise, or delay in exercising, any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise preclude any further or other exercise of such or any other right.

6.9 Representation By Counsel; Interpretation. The Sellers and Buyers each acknowledge that each party to this Agreement has been represented by counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of Law or legal decision that would require interpretation of any claimed ambiguities in this Agreement against the party that drafted it has no application and is expressly waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the intent of the Buyers and Sellers.

6.10 Severability. If any term or provision of this Agreement is held invalid, unenforceable or contrary to Law, such term or provision shall be deemed to be severable from the other terms and provisions hereof, but only to the extent necessary to bring this Agreement within the requirements of Law, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein; provided, however, that if the party that would be adversely affected by such severance demonstrates that a material inducement to its entering into this Agreement would be materially impaired, such party shall be entitled to seek an adjudication that this Agreement should be terminated on that ground.

6.11 Governing Law; Jurisdiction; Jury Trial; Waiver.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York applicable to Contracts made and to be performed entirely in such state without

regard to principles of conflicts or choice of laws or any other Law that would make the Laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any party's right to appeal any Order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent and submit to the exclusive jurisdiction and venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action; provided, however, that, if the Bankruptcy Case is closed, all actions arising out of or relating to this Agreement shall be heard and determined in a state court or federal court in the City and State of New York, and the parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Action and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Action. The Parties consent to service of process by mail (in accordance with Section 6.7) or any other manner permitted by law.

(c) EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION HEREWITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

6.12 Transaction Document. This agreement is a Transaction Document as defined in the Asset Purchase Agreement.

[Remainder of this page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been signed on behalf of each of the parties hereto as of the date first written above.

COYOTES HOCKEY, LLC

By: _____
Name:
Title:

ARENA MANAGEMENT GROUP, LLC

By: _____
Name:
Title:

COYOTES NEWCO, LLC

By: _____
Name:
Title:

ARENA NEWCO, LLC

By: _____
Name:
Title:

APPENDIX A

GLENDALE CONTRACTS

Transition Service to be Provided

[TO COME]

TRANSFER OF CLAIM

This Transfer of Claim (this "Agreement"), dated as of the date set forth on the signature page hereto, is among the Transferor (as defined below) and the Transferee (as defined below).

_____, having a mailing address at _____ _____ ("Transferor"), for valuable consideration in the amount of $ _____ (the "Purchase Price"), does hereby assign and transfer to Coyotes Newco, LLC, having an address at _____ ("Transferee"), (i) all of Transferor's right, title, and interest in and to the prepetition claim or claims of Transferor against **Coyotes Hockey, LLC and/or Arena Management Group, LLC** (collectively with Dewey Ranch Hockey, LLC and Coyotes Holdings, LLC, "Debtors") in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the District of Arizona (the "Court") in the amount of $ _____ (the "Claim Amount"), (ii) all rights and benefits of Transferor relating to the aforesaid claim, including, without limitation, the proof of claim ("Proof of Claim"), if any, identified below and Transferor's rights to receive all interest, penalties, and fees, if any, which may be paid with respect to said claim or claims, and (iii) all cash, securities, instruments, and other property which may be paid or issued by Debtors in satisfaction of the said claim or claims (all such claims, rights, and benefits are hereinafter collectively referred to as the "Claim"). The Claim is based on amounts unconditionally owed to Transferor by Debtors as set forth below and this transfer shall be deemed an absolute and unconditional transfer of the Claim for the purpose of collection and shall not be deemed to create a security interest. Further, upon the transfer of its Claim, the Transferor waives and relinquishes all of its claims against the Debtors or any other third party with respect to the Claim.

Payment of the Purchase Price will be made not later than five (5) business days after the execution of this Agreement.

The transfer of a claim related to an executory contract is not intended to constitute or be deemed an assignment of the executory contract.

Transferor represents and warrants that (please check one):

( ) A Proof of Claim has not been filed in the Proceedings.

( ) A Proof of Claim in the amount of **$**_____ has been duly and timely filed in the Proceedings (and a true copy of such Proof of Claim is attached hereto). If the Proof of Claim amount differs from the Claim amount set forth above, Transferee shall nevertheless be deemed the owner of that Proof of Claim and shall be entitled to identify itself as owner of such Proof of Claim on the records of the Court.

Transferor further represents and warrants that the Claim is a valid, enforceable claim against the Debtors; no consent, approval, filing, or corporate, partnership, or other action is required as a condition to, or otherwise in connection with, the execution, delivery, and performance of this

Agreement by Transferor; this Agreement has been duly authorized, executed, and delivered by Transferor, and Transferor has the requisite power and authority to execute, deliver, and perform this Agreement; this Agreement constitutes the valid, legal, and binding agreement of Transferor, enforceable against Transferor in accordance with its terms; no payment or other distribution has been received by Transferor, or by any third party on behalf of Transferor, in full or partial satisfaction of, or in connection with the Claim; Transferor has not engaged in any acts, conduct, or omissions that might result in Transferee receiving in respect of the Claim proportionately less payments or distributions or less favorable treatment than other unsecured creditors; no payment has been received by Transferor, or by any third party claiming through Transferor, in full or partial satisfaction of the Claim; Transferor has not previously transferred, sold, or pledged the Claim to any third party, in whole or in part; Transferor owns and has title to the Claim free of any and all liens, security interests, or encumbrances of any kind or nature whatsoever; and there are no offsets or defenses that have been or may be asserted by or on behalf of Debtors or any other party to reduce the amount of the Claim or to impair its value.

Transferor is aware that the Purchase Price may differ from the amount ultimately distributed in the Proceedings with respect to the Claim and that such amount may not be absolutely determined until entry of a final order confirming a plan of reorganization or otherwise determining the amount distributable in respect of the Claim. Transferor acknowledges that, except as set forth in this Agreement, neither Transferee nor any agent or representative of Transferee has made any representation whatsoever to Transferor regarding the status of the Proceedings, the condition of Debtors (financial or otherwise) or any other matter relating to the Proceedings, the Debtors, or the Claim. Transferor represents that it has enough knowledge and experience in finance and business matters to evaluate the risks and merits of entering into this Agreement, is able to bear the economic risk of entering into this Agreement, has adequate information concerning the business and financial condition of Debtors and the status of the Proceedings to make an informed decision regarding entering into this Agreement and that it has independently, and without reliance on Transferee, and based on such information as Transferor has deemed appropriate (including, but not limited to, information available from the files of the Court in the Proceedings), made its own analysis and decision to enter into this Agreement.

Transferor acknowledges that Transferee currently may possess and hereafter may come into possession of certain information concerning the Proceedings, the Debtors, or the Claim, which is not known to Transferor and which may be material to a decision to sell the Claim (the "Confidential Information"), that Transferor has determined to transfer the Claim notwithstanding Transferor's lack of knowledge of the Confidential Information, and that Transferee shall have no liability to Transferor, and Transferor hereby waives and releases any and all claims that it might have against Transferee with respect to the non-disclosure of the Confidential Information.

In the event the Claim is ultimately allowed in an amount in excess of the Claim Amount, Transferor shall be deemed to have sold to Transferee, and Transferee is deemed to have purchased, the entire Claim for the Purchase Price, and no further or additional amount shall be due from Transferee to Transferor.

Transferor hereby irrevocably appoints Transferee as its true and lawful attorney and authorizes Transferee to act in Transferor's stead, to demand, sue for, compromise, and recover all such

amounts as now are, or may hereafter become, due and payable for or on account of the Claim herein transferred. Transferor grants unto Transferee full authority to do all things necessary to enforce the Claim and its rights thereunder pursuant to this Agreement. Transferor agrees that the powers granted by this paragraph are discretionary in nature and that Transferee may exercise or decline to exercise such powers at Transferee's sole option. Transferee shall have no obligation to take any action to prove or defend the Claim's validity or amount in the Proceedings. Transferor agrees to take such further action, at its own expense, as may be necessary or desirable to effect the transfer of the Claim to Transferee and to cause any and all payments and distributions on account of the Claim to be made to Transferee, including, without limitation, the execution of appropriate transfer powers, corporate resolutions, and consents.

Transferor agrees to forward to Transferee all notices received from Debtors, the Court, or any third party with respect to the Claim transferred herein and to vote the Claim, and to take such other action with respect to the Claim in the Proceedings, as Transferee may from time to time request. Transferor further agrees that any distribution received by Transferor on account of the Claim, whether in the form of cash, securities, instruments, or any other property, shall constitute property of Transferee to which Transferee has an absolute right, and that Transferor will hold such property in trust and will, at its own expense, promptly (but not later than 5 business days following receipt) deliver to Transferee any such property in the same form received, together with any endorsements or documents necessary to transfer such property to Transferee.

The Transferor and Transferee agree that this Agreement shall be valid and enforceable only if duly executed and delivered by the Transferor during the period commencing immediately following the Closing (as such term is defined in the Asset Purchase Agreement among Coyotes Hockey, LLC, Arena Management Group, LLC, Coyotes Newco, LLC and Arena Newco, LLC (the "APA")) and ending on the 60th day following the Closing Date (as defined in the APA).

The terms of this Agreement shall be binding upon, and shall inure to the benefit of and be enforceable by, Transferor, Transferee, and their respective successors and assigns.

Transferor hereby acknowledges that Transferee may at any time further transfer the Claim, together with all right, title, and interest of Transferee in and to this Agreement. All representation and warranties made herein shall survive the execution and delivery of this Agreement and any such further transfer. This Agreement may be executed in counterparts and all such counterparts taken together shall be deemed to constitute a single agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any action arising under or relating to this Agreement may be brought in any State or Federal court located in the State of New York, and Transferor consents to and confers personal jurisdiction over Transferor by such court or courts and agrees that service of process may be upon Transferor by mailing a copy of said process to Transferor at the address set forth in this Agreement, and in any action hereunder Transferor waives the right to demand a trial by jury.

If either party materially breaches any provision hereof, the non-breaching party must deliver to the breaching party written detailed notice of such breach as soon as practicable after becoming aware of such breach. If the breaching party fails to cure such breach within 30 calendar days of

receipt of such notice, the non-breaching party may seek any and all remedies available to such non-breaching party, including termination of this Agreement.

CONSENT AND WAIVER

Transferor hereby acknowledges and consents to all of the terms set forth in this Agreement, hereby waives its right to raise any objections to this Agreement and to the terms set forth herein, acknowledges that Transferee's execution and receipt of this Agreement (and receipt of a copy of this Agreement) constitute sufficient notice of the transfer of the Claim, and waives its right to receive notice pursuant to Rule 3001 of the Federal Rules of Bankruptcy Procedure.

IN WITNESS WHEREOF, the undersigned **Transferor** and **Transferee** have executed this Agreement on the date indicated.

Dated: _____ _____

TRANSFEROR

Dated: _____ _____

TRANSFEREE