

**BUYER:**

PSE SPORTS & ENTERTAINMENT LP, a Delaware limited partnership  
By: PSE SPORTS & ENTERTAINMENT GP, INC.  
Its: General Partner

By: \_\_\_\_\_  
Name: A. Richard Rodier  
Title: Vice President

**GUARANTY**

The undersigned, James Balsillie ("Guarantor"), hereby guarantees to Seller as follows:

(a) upon entry of the Sale Approval Order as provided in Section 6.2(b), Guarantor will cause the Buyer to transfer the Purchase Price balance (including the then-estimated Section 3.1(d) amount, subject to adjustment at Closing) into the Escrow Account holding the Escrow Deposit;

(b) if the Closing does not occur because of the Buyer's default despite all Conditions Precedent in Article VII of this Agreement having been met, Guarantor will guaranty payment of Buyer's damages recovery pursuant to Section 8.2(b).

(c) if an affiliate of Buyer provides DIP Financing pursuant to Section 6.8 of this Agreement, and amounts in excess of the initial \$17,000,000 funding are required as provided in Section 6.8, Guarantor will cause such amounts to be funded.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the \_\_\_ day of May, 2009.

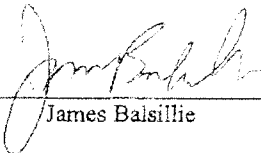
  
\_\_\_\_\_  
James Balsillie

EXHIBIT A  
ESCROW INSTRUCTIONS  
(Form of Escrow Agreement)

Exhibit A-1

PHOENIX/480361.9

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of May \_\_, 2009, by and among PSE Sports & Entertainment, LP, a Delaware limited partnership ("Buyer"); Coyotes Hockey, LLC, a Delaware limited liability company ("Seller"); and \_\_\_\_\_ (the "Escrow Agent").

### RECITALS

A. Buyer and Seller have entered into an Asset Purchase Agreement dated as of May \_\_, 2009 (as amended, modified or supplemented from time to time, the "Asset Purchase Agreement"). All capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

B. Pursuant to the Asset Purchase Agreement, Buyer agreed, among other things, to acquire from Seller the Acquired Assets.

C. Pursuant to Section 3.2 of the Asset Purchase Agreement, upon execution of the Asset Purchase Agreement, Buyer will transfer Twenty Million Dollars (\$20,000,000) (the "Escrow Deposit") to a trust account maintained by Seller's lawyers, who shall transfer the funds to the Escrow Agent as soon as feasible thereafter.

D. Pursuant to Section 3.3 of the Asset Purchase Agreement, if Buyer is determined to be the successful bidder at the Auction, within five (5) Business Days after entry of the Sale Approval Order, Buyer and Seller shall deliver to Escrow Agent all Transaction Documents required by the Asset Purchase Agreement for Closing.

E. Pursuant to Section 3.4 of the Asset Purchase Agreement, no later than five (5) Business Days after all of the Conditions Precedent in Article VII of the Asset Purchase Agreement are met, Buyer shall wire transfer to the Escrow Agent the balance of the Purchase Price, in an amount equal to One Hundred Seventy Million and no/100 Dollars (\$170,000,000.00), subject to reduction in accordance with Section 3.1(b) of the Asset Purchase Agreement (together with the Escrow Deposit, the "Escrow Amount"), to be held in Escrow pending the Closing.

E. Buyer and Seller desire to appoint Escrow Agent to serve as escrow agent hereunder, and Escrow Agent is willing to act as escrow agent pursuant to the terms and conditions of this Agreement.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### ESTABLISHMENT OF ESCROW

1.1. Buyer and Seller hereby appoint the Escrow Agent, and the Escrow Agent hereby agrees to serve, as the escrow agent and depository subject to the terms and conditions set forth herein.

1.2. The Escrow Agent shall receive the Escrow Amount and hold the Escrow Amount in a separate and distinct account (the "Escrow Account"), which the Escrow Agent shall distribute or release only in accordance with the express terms and conditions of this Agreement.

1.3 The Escrow Agent shall maintain control of all Transaction Documents, including any third party consents, delivered to it at all times until the satisfaction of all conditions to the release and delivery thereof as provided by this Agreement, and shall hold the Transaction Documents for safekeeping.

1.4 The parties to the Asset Purchase Agreement acknowledge that the deposit by any of them of any Transaction Document with Escrow Agent is conclusive evidence that such document has been approved by such party as the final form in which such document will be dated, deemed executed, and delivered at the Closing. No changes may be made to any Transaction Document without the prior written consent of all parties to such document, and no party shall be entitled to demand consent to any requested change in a Transaction Document as a condition to Closing under this Agreement or otherwise in connection with the Asset Purchase Agreement.

## ARTICLE II

### INVESTMENT OF ESCROW AMOUNT

2.1. The Escrow Amount shall be invested as soon as reasonably practicable, including income earned on said investment, in a money market account under the control of Escrow Agent.

2.2. The Escrow Agent shall not be responsible to Buyer or Seller or any other person or entity for any loss or liability arising in respect of any directed investment in Section 2.1 except to the extent that such loss or liability arose from the Escrow Agent's gross negligence or willful misconduct.

## ARTICLE III

### DISBURSEMENTS FROM THE ESCROW ACCOUNT

3.1. Escrow Agent shall act in accordance with mutual written instructions of Buyer and Seller executed and delivered to Escrow Agent pursuant to Section 3.6 of the Asset Purchase Agreement.

3.2. Immediately upon disbursement from the Escrow Account, the Escrow Agent shall send notice via email to Buyer and Seller stating the amount of the disbursement and the amount remaining in the Escrow Account. Additionally, as promptly as practicable following any such disbursement, the Escrow Agent shall send a written statement to Buyer and Seller stating the amount of the disbursement and the amount remaining in the Escrow Account.

3.3. Unless otherwise instructed via email, with contemporaneous follow up in writing, by the recipient of a disbursement, Escrow Agent shall make all payments and disbursements that are to be made hereunder in accordance with Article VIII hereof.

#### ARTICLE IV

##### COMPENSATION; EXPENSES

In consideration for its services as escrow agent hereunder, the Escrow Agent shall be entitled to receive the compensation set forth in Exhibit A hereto upon execution hereof, as well as the reimbursement of all reasonable out-of-pocket costs and expenses actually incurred by the Escrow Agent in the performance of its duties hereunder (collectively such compensation and expenses, the "Escrow Agent Fees"). Buyer and Seller hereby agree that the Escrow Agent Fees shall be paid from the Escrow Amount, and, notwithstanding anything herein or in the Asset Purchase Agreement to the contrary, the Escrow Agent hereby is authorized to disburse to itself a portion of the Escrow Amount equal to the Escrow Agent Fees prior to making any disbursement of any portion of the Escrow Amount, including, without limitation, the Escrow Deposit, to either Buyer or Seller.

#### ARTICLE V

##### EXCULPATION AND INDEMNIFICATION

5.1 The obligations and duties of the Escrow Agent are confined to those specifically set forth in this Agreement. In the event that any of the terms and provisions of any other agreement between any of the parties hereto conflict or are inconsistent with any of the terms and provisions of this Agreement, the terms and provisions of this Agreement shall govern and control in all respects. The Escrow Agent shall not be subject to, nor be under any obligation to ascertain or construe the terms and conditions of any other agreement or instrument, whether or not now or hereafter deposited with or delivered to the Escrow Agent or referred to in this Agreement, nor shall the Escrow Agent be obligated to inquire as to the form, execution, sufficiency, or validity of any such instrument nor to inquire as to the identity, authority, or rights of the person or persons executing or delivering same.

5.2 The Escrow Agent shall not be personally liable for any act that it may do or omit to do hereunder in good faith and in the exercise of its own best judgment. Any act done or omitted to be done by the Escrow Agent pursuant to the advice of its attorneys shall be deemed conclusively to have been performed or omitted in good faith by the Escrow Agent.

5.3 In the event the Escrow Agent is notified of any dispute, disagreement or legal action between Buyer, Seller and any third party relating to or arising in connection with the

escrow, the Escrow Amount, or the performance of the Escrow Agent's duties under this Agreement, the Escrow Agent will not be required to determine the controversy or to take any action regarding it. The Escrow Agent may hold all documents and funds and may wait for settlement of any such controversy by final appropriate legal proceedings, arbitration, or other means as, in the Escrow Agent's discretion, it may require. In such event, the Escrow Agent will not be liable for interest or damage. Furthermore, the Escrow Agent may, at its option, file an action of interpleader requiring the parties to answer and litigate any claims and rights among themselves, provided that such action must be brought before an arbitrator pursuant to Article XVI hereof. The Escrow Agent is authorized, at its option, to deposit with the clerk of the court or such arbitrator, as applicable, all documents and funds held in escrow. Buyer and Seller agree to pay all costs, expenses, charges, and reasonable attorneys' fees incurred by the Escrow Agent due to such interpleader action. Upon initiating such action, the Escrow Agent shall be fully released and discharged of and from all obligations and liability related to the subject matter of such action imposed by the terms of this Agreement.

5.4 Buyer and Seller hereby agree, jointly and severally, to indemnify and hold the Escrow Agent, and its directors, officers, employees, and agents, harmless from and against all costs, damages, judgments, attorneys' fees (whether such attorneys shall be regularly retained or specifically employed), expenses, obligations and liabilities of every kind and nature which the Escrow Agent, and its directors, officers, employees, and agents, may incur, sustain, or be required to pay in connection with or arising out of this Agreement, unless the aforementioned results from the Escrow Agent's gross negligence or willful misconduct, and to pay the Escrow Agent on demand the amount of all such costs, damages, judgments, attorneys' fees, expenses, obligations, and liabilities. The costs and expenses of enforcing this right of indemnification also shall be paid by Buyer and Seller. The foregoing indemnities in this paragraph shall survive the resignation or substitution of the Escrow Agent or the termination of this Agreement.

## ARTICLE VI

### TERMINATION OF AGREEMENT

This Agreement may be terminated at any time upon the receipt by the Escrow Agent of three (3) Business Days' prior written notice of termination by Buyer and Seller directing the distribution of all assets then held by the Escrow Agent under and pursuant to this Agreement. This Agreement shall automatically terminate if and when all amounts in the Escrow Account (including all the securities in which any of the funds deposited into the Escrow Account shall have been invested) shall have been distributed by the Escrow Agent in accordance with the terms of this Agreement; provided, however, that the rights and obligations of the parties hereto shall survive the termination hereof.

## ARTICLE VII

### RESIGNATION OF ESCROW AGENT

The Escrow Agent may resign at any time upon giving at least thirty (30) days prior written notice to Buyer and Seller; provided, however, that no such resignation shall become effective until the appointment of a successor escrow agent which shall be accomplished as

follows: Buyer and Seller shall use their best efforts to select a successor escrow agent within thirty (30) days after receiving such notice. If Buyer and Seller fail to appoint a successor escrow agent within such time, the Escrow Agent shall have the right to appoint a successor escrow agent. The successor escrow agent shall execute and deliver an instrument accepting such appointment and it shall, without further acts, be vested with all the estates, properties, rights, powers, and duties of the predecessor escrow agent as if originally named as escrow agent. Upon delivery of such instrument, the Escrow Agent shall be discharged from any further duties and liability under this Agreement. The Escrow Agent shall be paid any outstanding Escrow Agent Fees prior to transferring assets to a successor escrow agent.

#### ARTICLE VIII

##### METHOD OF DISBURSEMENT BY ESCROW AGENT

All payments by Escrow Agent to any party to this Agreement will be made by wire transfer of immediately available federal funds to an account designated in writing by such party set forth on Exhibit B hereto. In the event any payment or disbursement is required by the terms hereof to be made on a date that is not a Business Day, such payment or disbursement shall be made on the next succeeding Business Day.

#### ARTICLE IX

##### NOTICES

All notices required by this Agreement shall be in writing and shall be deemed to have been received (a) immediately if sent by facsimile transmission or electronic mail (with a confirming copy sent the same Business Day by registered or certified mail), or by hand delivery (with signed return receipt), or (b) the next Business Day if sent by nationally recognized overnight courier, in any case to the respective addresses as follows:

If to Seller, addressed to:

Coyotes Hockey, LLC  
c/o Coyotes Holdings, LLC  
P.O. Box 1397  
Tolleson, AZ 85353  
ATTN: Jerry Moyes, Manager  
Fax no.: (602) 275-6417  
Email address: jerry\_moyes@swifttrans.com

Or (if via overnight delivery):

2200 South 75th Avenue  
Phoenix, AZ 85043  
ATTN: Jerry Moyes, Manager

with a copy to:

PHOENIX/480353-4

Squire, Sanders & Dempsey LLP.  
40 North Central Avenue, Suite 2700  
Phoenix, AZ 85004  
ATTN: Thomas J. Salerno  
Fax no.: (602) 253-8129  
Email address: tsalerno@ssd.com

If to Buyer, addressed to:

PSE Sports & Entertainment LP  
c/o A. Richard Rodier  
618 Vesta Drive  
Toronto, Ontario  
Canada. M5N 1H9  
Fax no.: (416) 863-1716 (c/o Gary Solway)  
Email address: rrodier@richardrodierlaw.com

with a copy to:

Lewis and Roca LLP  
40 N. Central Avenue  
Phoenix, Arizona 85004  
ATTN: Susan M. Freeman  
Fax no.: (602) 734-3824  
Email address: SFreeman@LRLaw.com

If to the Escrow Agent:

[\_\_\_\_\_  
[\_\_\_\_\_  
[\_\_\_\_\_  
ATTN: [\_\_\_\_\_  
Fax no.: [\_\_\_\_\_  
Email address: [\_\_\_\_\_]

#### ARTICLE X

#### GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona and the parties hereto consent to jurisdiction in the State of Arizona.

#### ARTICLE XI

#### AUTOMATIC SUCCESSION

Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its Escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

## ARTICLE XII

### AMENDMENT AND MODIFICATION

Buyer and Seller and the Escrow Agent may amend, modify, and/or supplement this Agreement as they may mutually agree in writing.

## ARTICLE XIII

### COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same agreement.

## ARTICLE XIV

### INTERPRETATION

14.1 The headings used in this Agreement are for convenience only and shall not constitute a part of this Agreement.

14.2 As used in this Agreement, "Business Day" means a day other than a Saturday, Sunday, or other day when banking institutions are authorized or required by law or executive order to be closed.

## ARTICLE XV

### SEVERABILITY

The parties hereto agree that if any provision of this Agreement shall under any circumstances be deemed invalid or inoperative this Agreement shall be construed with the invalid or inoperative provisions deleted and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

## ARTICLE XVI

### RESOLUTION OF DISPUTES

16.1 Any controversy arising out of or relating to this Agreement, or relating to the breach hereof, shall be brought before the Bankruptcy Court. The expenses of the action shall be borne by the losing party unless otherwise allocated by the Bankruptcy Court. During the continuance of any action before the Bankruptcy Court, the parties shall continue to perform

their respective obligations under this Assignment. Any award of attorneys' fees, costs, or expenses rendered against the Seller shall come from the Escrow Amount and shall not exceed the Escrow Amount.

16.2 The provisions of this Article XVI shall survive termination of this Agreement. Any dispute regarding the applicability of this Article XVI to a particular claim or controversy shall be arbitrated as provided in this Article XVI.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

**SELLER:**

COYOTES HOCKEY, LLC, a Delaware limited liability company

By: Its Managing Member, Coyotes Holdings LLC, a Delaware limited liability company

By: \_\_\_\_\_

Name: Jerry Moyes

Title: Manager

**BUYER:**

PSE SPORTS & ENTERTAINMENT, LP, a Delaware limited partnership

By: PSE SPORTS & ENTERTAINMENT GP, INC. Its: General Partner

By: \_\_\_\_\_

Name: A. Richard Rodier

Title: Vice President

**ESCROW AGENT:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT A

**Escrow Agent  
Schedule Of Fees**

One-time Escrow Fee: \$[\_\_\_\_\_]

PHOENIX/480353.4

EXHIBIT B

**Wire Transfer Instructions**

PHOENIX/480353.4

EXHIBIT B  
BILL OF SALE

Exhibit B-1

PHOENIX/480361.9

**BILL OF SALE**

Pursuant to that certain Asset Purchase Agreement dated as of May 5, 2009 (the "Purchase Agreement"), between Coyotes Hockey, LLC, a Delaware limited liability company ("Seller"), PSE Sports & Entertainment LP, a Delaware limited partnership ("Buyer"), and for the consideration set forth in the Purchase Agreement, the receipt and adequacy of which is hereby acknowledged and which has been paid to Seller by Buyer, and the assumption by Buyer of the Assumed Liabilities, Seller does unconditionally sell, convey, transfer, assign and deliver unto Buyer, its successors and assigns, all legal and beneficial right, title and interest in and to the Acquired Assets free and clear of all liens and other Encumbrances, and as further set forth in the Purchase Agreement and order of the United States Bankruptcy Court for the District of Arizona approving the Purchase Agreement, to have and to hold such Acquired Assets to Buyer, its successors and assigns.

Unless otherwise defined, all capitalized terms used in this Bill of Sale shall have the same meanings as are set forth in the Purchase Agreement.

This Bill of Sale is being executed in connection with, and is subject to all representations, warranties, covenants and agreements set forth in the Purchase Agreement.

Seller agrees that it will at any time and from time to time at the reasonable request of Buyer, its successors or assigns, execute and deliver any and all instruments as Buyer, its successors or assigns, may reasonably request for the purpose of vesting in Buyer title to the Acquired Assets or to enable Buyer, its successors or assigns, to enjoy such Acquired Assets or to carry out the intent and purposes of this Bill of Sale.

This Bill of Sale shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the laws of the State of Arizona.

IN WITNESS WHEREOF, the party to this Bill of Sale has executed or caused this Bill of Sale to be executed as of \_\_\_\_\_, 2009.

COYOTES HOCKEY, LLC, a Delaware limited liability company

By: Its Managing Member, Coyotes Holdings LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Name: Jerry Moyes  
Title: Manager

EXHIBIT C  
ASSIGNMENT AND ASSUMPTION AGREEMENT

Exhibit C-1

PHOENIX/480361.9

## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assumption Agreement") is made and entered into as of \_\_\_\_\_ 2009, between PSE Sports & Entertainment LP, a Delaware limited partnership ("Buyer"), and Coyotes Hockey, LLC, a Delaware limited liability company (the "Seller").

### RECITALS:

Buyer and Seller have entered into certain Asset Purchase Agreement dated as of May 5, 2009 (the "Purchase Agreement") whereby Buyer is purchasing from Seller the Acquired Assets. Buyer and Seller desire for Seller to assign to Buyer (to the extent legally transferable by Seller), (i) all of Seller's rights under the Assumed Player Contracts and the Acquired Contracts (together, the "Assigned Contracts") and (ii) all Liabilities relating to the Acquired Assets that accrue after the Closing Date (the "Assumed Liabilities"), and for Buyer to assume such Assigned Contracts and Assumed Liabilities.

Capitalized terms used but not defined herein shall have the meanings for such terms that are set forth in the Purchase Agreement.

In consideration of the foregoing and of the mutual covenants set forth in this Assumption Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree to the foregoing and as follows:

### AGREEMENT:

1. Assignment by Seller. Seller transfers and assigns to Buyer all of Seller's right, title and interest in and to all of the Assigned Contracts and Assumed Liabilities, as set forth in the Purchase Agreement.

2. Assumption by Buyer. Buyer accepts the assignment of Seller's right, title and interest in and to the Assigned Contracts and Assumed Liabilities transferred pursuant to the foregoing Section 1 and assumes the Assigned Contracts and Assumed Liabilities so transferred pursuant to the foregoing Section 1.

3. Further Assurances. It is the intention of the parties hereto that the Assigned Contracts and Assumed Liabilities transferred and assumed pursuant hereto shall be accepted from Seller and assumed by Buyer, all as provided in the Purchase Agreement. The parties hereto therefore agree that each shall execute any additional documents that may hereafter reasonably be requested by the other in order more fully to effectuate such transfer and assumption.

4. Governing Law. This Assignment shall be construed, interpreted and the rights of the parties determined in accordance with the laws of the State of Arizona (without reference to the choice of law provisions thereof).

5. Counterparts. This Assignment may be executed in any number of counterparts, each of which will constitute an original document but all of which together shall constitute one instrument.

6. Binding Effect. This Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Modification; Waiver. This Assumption Agreement may only be modified by a writing signed by all parties hereto, and no waiver hereof shall be effective unless in writing signed by the party against whom such is sought to be enforced.

(signature page follows)

IN WITNESS WHEREOF, the parties have executed this Assumption Agreement effective as of the date first above written.

**BUYER:**

PSE SPORTS & ENTERTAINMENT LP, a Delaware  
limited partnership

By: PSE SPORTS & ENTERTAINMENT GP, INC.

Its: General Partner

By: \_\_\_\_\_

Name: A. Richard Rodier

Title: Vice President

**SELLER:**

COYOTES HOCKEY, LLC, a Delaware limited liability  
company

By: Its Managing Member, Coyotes Holdings LLC, a  
Delaware limited liability company

By: \_\_\_\_\_

Name: Jerry Moyes

Title: Manager

**SCHEDULE 2.2(a)**  
**ACQUIRED ASSETS**

Tangible Personal Property

See attached "Depreciation Expense Report." Certain office equipment is subject to the Master Lease Agreement between Seller and Lease Group Resources, Inc., dated August 26, 2008.

NHL Accounts

Payments owing by the NHL to the Coyotes in an estimated amount of \$25 million and relating, without limitation, to (1) the NHL's League-generated revenues, (2) distributions under the NHL's Player Compensation Cost Redistribution System, and (3) the Coyotes' share of any "Overage" under the NHL's Collective Bargaining Agreement.

Acquired Intellectual Property

| <u>Federal Trademarks</u> |                                       |                 |                   |                  |                   |
|---------------------------|---------------------------------------|-----------------|-------------------|------------------|-------------------|
|                           | <u>Mark</u>                           | <u>Reg. No.</u> | <u>Serial No.</u> | <u>Date Reg.</u> | <u>Date Filed</u> |
| 1                         | Coyote Jumping<br>(Design only)       |                 | 77511584          |                  | 6/30/2008         |
| 2                         | Coyote Jumping<br>(Design only)       |                 | 77511579          |                  | 6/30/2008         |
| 3                         | Coyotes                               | 2661949         | 76241556          | 12/17/2002       | 4/16/2001         |
| 4                         | PHX and Design<br>Coyote Head         |                 | 76538589          |                  | 8/19/2003         |
| 5                         | (Design only)                         | 2957730         | 76538588          | 5/31/2005        | 8/19/2003         |
| 6                         | PHX and Design<br>Coyote Head         | 2955445         | 76538279          | 5/24/2005        | 8/19/2003         |
| 7                         | (Design only)                         | 3007665         | 76538273          | 10/18/2005       | 8/19/2003         |
| 8                         | Coyotes                               | 2578136         | 76241560          | 6/11/2002        | 4/16/2001         |
| 9                         | Phoenix Coyotes                       | 2424929         | 75834027          | 1/30/2001        | 10/28/1999        |
| 10                        | Whiteout<br>Crescent Moon             | 2380959         | 75686862          | 8/29/2000        | 4/19/1999         |
| 11                        | (Design only)                         | 2114731         | 75085000          | 11/18/1997       | 4/8/1996          |
| 12                        | Coyote Hockey Player<br>(Design only) | 2143353         | 75108115          | 3/10/1998        | 5/22/1996         |
| 13                        | Coyote Head                           | 2141400         | 75079774          | 3/3/1998         | 3/28/1996         |
| 14                        | Coyote Head<br>Coyote Hockey Player   | 2145206         | 75077583          | 3/18/1998        | 3/25/1996         |
| 15                        | (Design only)                         | 2264279         | 75391651          | 7/27/1999        | 11/17/1997        |
| 16                        | Street Coyotes                        | 2232638         | 75161959          | 3/16/1999        | 10/6/1996         |
| 17                        | Phoenix Coyotes                       | 2109714         | 75042569          | 10/28/1997       | 1/12/1996         |
| 18                        | Phoenix Coyotes                       | 2109713         | 75042567          | 10/28/1997       | 1/12/1996         |

#### Arizona Trademarks

|   | <u>Mark</u>                                                                                         | <u>File ID</u> | <u>Date Begin</u> | <u>Application Date</u> |
|---|-----------------------------------------------------------------------------------------------------|----------------|-------------------|-------------------------|
| 1 | Stylized Coyote Wearing Hockey Uniform<br>and Holding Hockey Stick Above Words<br>"Phoenix Coyotes" | 37546          | 4/8/1996          | 4/26/1996               |

#### Arizona Trade Names

|   | <u>Mark</u>            | <u>File ID</u> | <u>Date Begin</u> | <u>Application Date</u> |
|---|------------------------|----------------|-------------------|-------------------------|
| 1 | Phoenix Coyotes        | 157724         | 4/8/1996          | 4/26/1996               |
| 2 | Phoenix Coyotes Hockey | 157725         | 4/8/1996          | 4/26/1996               |

#### Canadian Trademarks

|   | <u>Mark</u>             | <u>Reg. No.</u> | <u>Application No.</u> | <u>Date Reg.</u> | <u>Date Filed</u> |
|---|-------------------------|-----------------|------------------------|------------------|-------------------|
| 1 | Coyote Wear             | TMA350446       | 599592                 | 1/27/1989        | 1/27/1988         |
| 2 | Coyote Head Design      | TMA509163       | 808191                 | 3/11/1999        | 3/26/1996         |
| 3 | Running Coyotes Design  |                 | 1402052                |                  | 7/3/2008          |
| 4 | PHX Design              |                 | 1188340                |                  | 9/4/2003          |
| 5 | Coyote Design (Phoenix) | TMA674806       | 1188337                | 10/13/2006       | 9/4/2003          |
| 6 | Phoenix Coyotes         | TMA511208       | 813203                 | 4/28/1999        | 5/22/1996         |
| 7 | Coyotes                 | TMA534118       | 808058                 | 10/5/2000        | 3/25/1996         |
| 8 | Coyotes & Design        | TMA510684       | 813594                 | 4/12/1999        | 5/27/1996         |
| 9 | Arizona Coyotes         |                 | 1106665                |                  | 6/18/2001         |

website: [www.phoenixcoyotes.com](http://www.phoenixcoyotes.com)

#### Assumed Player Contracts (fifty (50) players are under contract)

1. Standard Player's Contract dated June 3, 2008, between Seller and Jonas Ahnelov.
2. Standard Player's Contract dated April 13, 2009, between Seller and Justin Bernhardt.
3. Standard Player's Contract dated July 1, 2008, between Seller and Mikkell Boedker.
4. Standard Player's Contract dated September 9, 2006, between Atlanta Hockey Club, LLC and Alex Bourret.
5. Standard Player's Contract dated January 22, 2008, between Seller and Ilja Bryzgalov.
6. Standard Player's Contract dated August 1, 2008, between New York Rangers Hockey Club, LLC and Nigel Dawes.
7. Standard Player's Contract dated February 14, 2007, between Seller and Shane Doan.
8. Standard Player's Contract dated July 14, 2008, between Seller and Todd Fedoruk.
9. Standard Player's Contract dated May 30, 2008, between Seller and Joel Gistedt.
10. Standard Player's Contract dated July 18, 2007, between The Columbus Blue Jackets and Steven Goertzen.

11. Standard Player's Contract dated July 10, 2008, between Seller and David Hale.
12. Standard Player's Contract dated June 13, 2007, between Seller and Martin Hanzal.
13. Standard Player's Contract dated July 17, 2008, between Seller and Jeff Hoggan.
14. Standard Player's Contract dated July 16, 2008, between Seller and Matt Jones.
15. Standard Player's Contract dated July 13, 2006, between Seller and Ed Javonovski.
16. Standard Player's Contract dated July 18, 2008, between New York Rangers Hockey Club, LLC and Dimitri Kalinin.
17. Standard Player's Contract dated July 11, 2007, between Atlanta Hockey Club, LLC and Ken Klee.
18. Standard Player's Contract dated April 15, 2008, between Seller and Chad Kolarik.
19. Standard Player's Contract dated July 17, 2008, between Seller and Ryan Lannon.
20. Standard Player's Contract dated July 14, 2008, between Seller and Francis Lessard.
21. Standard Player's Contract dated August 11, 2008, between Anaheim Ducks Hockey Club, LLC and Joakim Lindstrom.
22. Standard Player's Contract dated July 5, 2006, between Seller and Enver Lisin.
23. Standard Player's Contract dated April 10, 2007, between Calgary Flames Limited Partnership, by its General Partner Calgary Flames, Inc. (operating as the Calgary Flames Hockey Claim) and Matthew Lombardi.
24. Standard Player's Contract dated July 3, 2008, between Seller and Brian McGrattan.
25. Standard Player's Contract dated April 28, 2008, between Seller and Brett MacLean.
26. Standard Player's Contract dated April 7, 2009, between Seller and Jeff May.
27. Standard Player's Contract dated August 1, 2006, between Seller and Zbynek Michalek.
28. Standard Player's Contract dated July 23, 2008, between Seller and Al Montoya.
29. Standard Player's Contract dated July 12, 2007, between Seller and Peter Mueller.
30. Standard Player's Contract dated July 18, 2008, between Seller and Garth Murray.
31. Standard Player's Contract dated July 22, 2008, between Seller and Derek Nesbitt.
32. Standard Player's Contract dated August 15, 2007, between Capital Sports & Entertainment, Inc. (Ottawa Senators Hockey Club) and Alexander Nikulin.
33. Standard Player's Contract dated September 25, 2008, between Seller and Joel Perrault.
34. Standard Player's Contract dated April 15, 2008, between Seller and Kevin Porter.
35. Standard Player's Contract dated July 16, 2007, between New York Rangers Hockey Club and Petr Prucha.

**PDF**

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36. Standard Player's Contract dated August 5, 2008, between Calgary Flames Limited Partnership, by its General Partner Calgary Flames, Inc. (operating as the Calgary Flames Hockey Club) and Brandon Prust.
37. Standard Player's Contract dated March 6, 2006, between Seller and Steven Reinprecht.
38. Standard Player's Contract dated April 4, 2008, between Seller and Nick Ross.
39. Standard Player's Contract dated July 22, 2008, between Seller and Kurt Sauer.
40. Standard Player's Contract dated July 25, 2007, between Seller and David Schlemko.
41. Standard Player's Contract dated July 15, 2008, between Center Ice, L.L.C. d/b/a Tampa Bay Lightning Hockey Club and Wyatt Smith.
42. Standard Player's Contract dated July 10, 2008, between Seller and David Spina.
43. Standard Player's Contract dated April 2, 2007, between Seller and Sean Sullivan.
44. Standard Player's Contract dated July 1, 2008, between Seller and Viktor Tikhonov.
  - a. An attachment to this contract states: "This SPC has been modified by an agreement between the NHL and the NHLPA. Please refer to the HockeyNet website and go to Legal - Grievances - Settlements/Agreements and refer to the agreement dated March 2, 2009 regarding European Assignment Clauses."
45. Standard Player's Contract dated July 3, 2006, between Seller and Josh Tordjman.
46. Standard Player's Contract dated April 1, 2008, between Seller and Kyle Turris.
47. Standard Player's Contract dated May 10, 2007, between Philadelphia Flyers, L.P. and Scottie Upshall.
48. Standard Player's Contract dated April 7, 2006, between Seller and Daniel Winnik.
49. Standard Player's Contract dated July 3, 2006, between Seller and Keith Yandle.
50. Standard Player's Contract dated May 25, 2006, between New Jersey Devils LLC (New Jersey Devils Hockey Club) and Sean Michael Zimmerman.

#### Acquired Contracts

Amendment to Affiliation Agreement by and between Coyotes Hockey, LLC and San Antonio Hockey, L.L.C., effective June 2008.

#### Prepaid Insurance

There is no prepaid insurance. Premiums owed for 2009-2010 have not yet been paid.

**SCHEDULE 2.3**  
**EXCLUDED ASSETS**

**(a) Arena Assets**

Jobing.com Arena is owned by the City of Glendale, Arizona and leased by Seller pursuant to the Arena Management, Use and Lease Agreement dated November 29, 2001 (the "AMULA"). Any Additions and Capital Repairs (as defined in the AMULA) made by Seller pursuant to the AMULA become a part of the Arena and property of the City of Glendale.

The Seller has the sole and exclusive rights to negotiate and enter into concession agreements at the Arena.

**(b) Other Excluded Assets**

All Material Contracts other than Acquired Contracts.

Seller's ownership interest in Arizona Lacrosse, LLC, a Delaware limited liability company. See attached "Coyotes Hockey LLC Software Licensing" for off-the-shelf software, which will not be acquired.

**(c) Causes of Action Arising Pursuant to Chapter 5 of the Bankruptcy Code**

None.

**SCHEDULE 2.4**  
**ASSUMED LIABILITIES**

None.

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**SCHEDULE 4.3**  
**CONSENTS**

Upon the Bankruptcy Court's entry of the Sale Approval Order, as contemplated by the Agreement, Seller shall not be required to obtain the Consent of any Person under any Contract.

**SCHEDULE 4.4**  
**EQUITY OWNERSHIP INTERESTS IN AFFILIATES**

| <b><u>Issuer</u></b>                                                   | <b><u>Shareholder Interest</u></b>     | <b><u>Percentage Equity Interests</u></b> | <b><u>Percentage Profits Interest</u></b> |
|------------------------------------------------------------------------|----------------------------------------|-------------------------------------------|-------------------------------------------|
| 3051349 Nova Scotia Company, a Nova Scotia unlimited liability company | Certificate No. 2 (1000 Common Shares) | 100%                                      | 100%                                      |
| Arizona Lacrosse, LLC, a Delaware limited liability company            | 100% of membership interests           | 100%                                      | 100%                                      |

**SCHEDULE 4.5**  
**ABSENCE OF CERTAIN CHANGES AND EVENTS**

None.

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**SCHEDULE 4.6**  
**EXCEPTIONS TO BOOKS AND RECORDS**

None.

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**SCHEDULE 4.7**  
**EXCEPTIONS TO ACQUIRED CONTRACTS**

Certain third parties are in default for nonpayment under various Agreements for Sponsorship and Suite License Agreements, but Seller has not sent notices of default to such parties.

See attached "Material Contracts."

**SCHEDULE 4.8**  
**PLAYER INFORMATION**

None of the Players have accrued vacation. Also, the Players do not participate in Seller's Employee Benefit Plans, but receive benefits through the NHL.

1. Jonas Ahnelov

- a. current base salary: \$475,000.00 USD (2008-09 NHL); \$62,500.00 USD (2008-09 AHL)
- b. Deferred compensation:
  - i. Signing bonus:
    - 1. \$37,500.00 USD (July 15, 2009);
    - 2. \$37,500.00 USD (March 15, 2010);
    - 3. \$37,500.00 USD (July 15, 2010);
    - 4. \$37,500.00 USD (March 15, 2011)

2. Justin Bernhardt

- a. current base salary: N/A (2008-09)
- b. Deferred compensation:
  - i. Signing bonus:
    - 1. \$15,000.00 USD (May 1, 2009);
    - 2. \$7,500.00 USD (January 15, 2010);
    - 3. \$7,500.00 USD (June 15, 2010)

3. Mikkel Boedker

- a. current base salary: \$787,500.00 USD (2008-09 NHL); \$65,000.00 USD (2008-09 AHL)
- b. Deferred compensation:
  - i. Signing bonus:
    - 1. \$87,500.00 USD (July 1, 2009);
    - 2. \$87,500.00 USD (July 1, 2010)
  - ii. Performance bonuses (to be paid within 30 days following completion of 2008-09 NHL season including NHL playoff games):
    - 1. \$212,500.00 USD

4. Alex Bourret

- a. current base salary: \$765,000.00 USD (2008-09 NHL); \$62,500.00 USD (2008-09 Minors)
  - b. Deferred compensation: None
- 5. Illja Bryzgalov
  - a. current base salary: \$4,000,000.00 USD (2008-09 NHL)
  - b. Deferred compensation: None
- 6. Nigel Dawes
  - a. current base salary: \$587,500.00 USD (2008-09 NHL)
  - b. Deferred compensation: None
- 7. Shane Doan
  - a. current base salary: \$4,550,000.00 USD (2008-09 NHL)
  - b. Deferred compensation: None
- 8. Todd Fedoruk
  - a. current base salary: \$1,000,000.00 USD (2008-09 NHL)
  - b. Deferred compensation: None
- 9. Joel Gistedt
  - a. current base salary: \$500,000.00 USD (2008-09 NHL); \$65,000.00 USD (2008-09 AHL)
  - b. Deferred compensation:
    - i. Signing bonus:
      - 1. \$42,500.00 USD (November 15, 2009);
      - 2. \$42,500.00 USD (March 15, 2010);
      - 3. \$42,500.00 USD (November 15, 2010);
      - 4. \$42,500.00 USD (March 15, 2011)
- 10. Steven Goertzen
  - a. current base salary: \$475,000.00 USD (2008-09 NHL); \$75,000.00 USD (2008-09 Minors)
  - b. Deferred compensation: None
- 11. David Hale
  - a. current base salary: \$675,000.00 USD (2008-09 NHL)
  - b. Deferred compensation: None