

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

In re: )  
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TEXAS RANGERS BASEBALL PARTNERS, ) Chapter 11  
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Debtor. ) Case No. 10-43400 (DML)-  
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**STIPULATION AND ORDER FOR THE PROTECTION  
AND EXCHANGE OF CONFIDENTIAL INFORMATION**

This Stipulation (the “Stipulation” or “Protective Order”) is entered into by and between the undersigned counsel, acting for and on behalf of their respective clients: (a) Texas Rangers Baseball Partners (the “Debtor”); (b) lenders GSP Finance LLC, Kingsland Capital Management, Monarch Alternative Capital LLC, Sankaty Advisors, LLC, and Stonehill Capital Management LLC (the “Ad Hoc Group of First Lien Lenders” or “Ad Hoc Group”); (c) GSP Finance LLC, in its capacity as Administrative Agent under that certain Second Lien Credit and Guaranty Agreement, dated as of December 19, 2006 (“GSP Finance”); (d) JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent and

Collateral Agent under that certain Amended and Restated First Lien Credit and Guaranty Agreement, dated as of December 19, 2006 (“JPMorgan”); (e) the Office of the Commissioner of Baseball (“MLB”); (f) Rangers Baseball Express, LLC (“Express”) and (g) Rangers Equity Holdings, L.P. (“REHLP”) and Rangers Equity Holdings G.P. LLC (“REHGP”, and together with REHLP, “REO”) (collectively, the “Parties”).

WHEREAS, on May 24, 2010, Debtor commenced a voluntary case under chapter 11 of title 11 of the United States Code (the “Chapter 11 Case”) in the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”);

WHEREAS, on or about May 28, 2010, the Ad Hoc Group served on MLB and Debtor requests for the production of documents;

WHEREAS, on May 28, 2010, the Ad Hoc Group commenced separate involuntary bankruptcy cases against REHLP and REHGP under chapter 11 of title 11 of the United States Code (the “REO Cases”) in the Bankruptcy Court;

WHEREAS, on or about May 30, 2010, MLB served on the Ad Hoc Group requests for the production of documents;

WHEREAS, on or about May 30, 2010, MLB served on JPMorgan requests for the production of documents;

WHEREAS, on or about May 30, 2010, MLB served on GSP Finance requests for the production of documents;

WHEREAS, on or about June 2, 2010, the Debtor served on the Ad Hoc Group requests for the production of documents;

WHEREAS further requests for the production of documents may be served by or on one or more of the Parties in these proceedings;

WHEREAS the Parties have agreed that materials produced in discovery in this proceeding be subject to a protective order, pursuant to Federal Rules of Bankruptcy 7026 and 9014, to protect the confidentiality of sensitive information; and

WHEREAS, the Parties desire to enter into this Stipulation and agree to be bound by its terms;

NOW, THEREFORE, IT IS HEREBY STIPULATED, AGREED, AND UPON COURT APPROVAL HEREOF, IT IS ORDERED THAT:

1. This Stipulation shall apply to any information, document, or thing produced in discovery (the "Discovery Materials") in the Chapter 11 Case, the REO Cases and any case or cases consolidated with the above-captioned case or the REO Cases for purposes of joint administration (the "Proceedings"). Discovery Materials shall also include, without limitation, testimony adduced at depositions; answers to interrogatories and requests for admission; documents and things produced pursuant to requests; and documents and things provided pursuant to subpoena. Discovery Materials shall include all information, filings, documents, and things relating in any way to the substance of the foregoing.

2. This Stipulation governs the production or provision of Discovery Materials as that term is defined in paragraph 1 and does not affect, amend, or modify any existing confidentiality agreements between, or protective orders applicable to, the Parties.

3. Discovery Materials, or information derived therefrom, shall be used solely for the prosecution and defense of the Proceedings and shall not be used in any other proceeding or for any other purpose, unless the Discovery Materials (or information derived therefrom) at issue fall within the provisions of subparagraphs 4(a) to (e) below.

Designation of Discovery Materials as Confidential.

4. Any Party (the “Designating Party”) may designate as “Confidential” that portion of any Discovery Materials produced or disclosed in the Proceedings (whether or not the Designating Party is the Party that produced or disclosed those Discovery Materials) that the Designating Party in good faith believes meets the criteria in paragraph 5 below, provided that confidential information shall not include:

- (a) information that is at any time independently developed by the Receiving Party (as defined in paragraph 7 below) without use of or reliance upon any Discovery Materials;
- (b) information not otherwise subject to a confidentiality agreement with any of the other Parties and without restrictions as to use, rightfully acquired by the Receiving Party from an independent source;
- (c) information that was, prior to disclosure, rightfully in the possession of the Receiving Party;
- (d) information that is publicly available in substantially the same form in which it was provided by the Party producing or disclosing the information; and
- (e) information that was, is, or becomes public knowledge, not in violation of this Protective Order.

5. Discovery Materials that a Designating Party may designate as “Confidential” are any Discovery Materials, or any portion thereof, that are proprietary, commercially or otherwise sensitive, contain private personal information or otherwise sensitive information, including, without limitation, financial information, or are subject to

protection under applicable law or regulation (“Confidential Information”). Confidential Information includes, but is not limited to, the following types of information:

- (a) non-public information that is of a business, financial, or commercial nature;
- (b) non-public information that constitutes confidential research or business development, confidential technical information and data, or trade secrets;
- (c) non-public information relating to finances, employee compensation, and taxes concerning one or more of the Parties, its affiliates, employees, or clients;
- (d) information that is not generally known in the sports (and in particular, baseball) industry, including, without limitation, information about products, processes, operations, computer programs, marketing, business plans, accounting records, customer lists, supplier lists, formulae, collection, tabulation and analyses of data, materials, working papers, plans, devices, research, and methods of doing business; and
- (e) information that a Party is required by contract, law or regulation to protect from disclosure.

6. Where practicable, the Designating Party shall designate Discovery Materials as Confidential by applying the legend “Confidential” or “Confidential Treatment Requested,” or some other language similar in substance, to the Discovery Materials. In the case of data stored in electronic form, the legend shall be printed on the cover or container of the disk, tape, or other medium in which the electronic data is stored. Where the Designating

Party was not the Party that produced or disclosed the Discovery Materials, the Designating Party shall designate Discovery Materials as Confidential by written notice to the other Parties.

Use of Confidential Information.

7. Confidential Information shall be maintained in confidence and shall not be shared by any Party that receives the Confidential Information (the "Receiving Party") with any person other than:

- (a) the Receiving Party's counsel (including in-house and local counsel) participating in the Proceedings and their legal, clerical, or support staff, including temporary or contract staff;
- (b) the Receiving Party's present or former officers, directors, trustees, partners, or employees whose review of the Confidential Information is necessary (as determined in the reasonable discretion of the Receiving Party) for the prosecution or defense of the Chapter 11 Case;
- (c) the Receiving Party's affiliates and such affiliates' managers, administrators, present or former officers, directors, trustees, partners, or employees whose review of the Confidential Information is necessary (as determined in the reasonable discretion of the Receiving Party) for the prosecution or defense of the Chapter 11 Case, subject to each such affiliate providing the Parties a complete and executed Non-Disclosure Declaration;

- (d) expert witnesses or consultants who are employed or retained by the Receiving Party or its counsel in connection with the prosecution or defense of the Proceedings, provided that counsel, in good faith, requires their assistance in connection with such proceedings, and further provided that any report created by such expert or consultant relying on or incorporating Confidential Information in whole or in part shall be designated as Confidential Information by the Party responsible for its creation;
- (e) deponents and witnesses or prospective witnesses in the Proceedings, where such disclosure is reasonably necessary for the purposes of trial preparation, factual investigation, or discovery;
- (f) the Bankruptcy Court, subject to paragraph 14 below;
- (g) an existing lender (a “Lender”) under either of (i) the First Lien Credit and Guaranty Agreement, dated December 19, 2006, by and among HSGSports Group LLC (f/k/a Hicks Sports Group LLC, “HSG”), HSG Sports Group Holdings LLC (f/k/a Hicks Sports Group Holdings LLC, “HSGH”), certain subsidiaries of HSG, as guarantors, the lenders party thereto, JPMorgan Securities, Inc. as joint lead arranger, joint bookrunner, and co-syndication agent, Barclays Capital Inc., as joint lead arranger, joint bookrunner, Barclays Bank PLC, as co-syndication agent, and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent or (ii) the Second Lien Credit and Guaranty Agreement, dated as of December 19, 2006, among, HSG, HSGH, certain subsidiaries of

HSG, as guarantors, the lenders party thereto, JPMorgan Securities, Inc., as joint lead arranger, joint bookrunner and co-syndication agent, Barclays Capital Inc., as joint lead arranger and joint bookrunner, and GSP Finance (as successor to Barclays Bank PLC), as administrative agent and collateral agent, subject to each such Lender providing the Parties a complete and executed Non-Disclosure Declaration; and

(h) other persons upon further order of the Bankruptcy Court or consent of all of the Parties.

Designation of Discovery Materials as Attorneys' Eyes Only.

8. Subject to paragraphs 4(a) – (e) above, a Designating Party may designate as “Attorneys’ Eyes Only” that portion of any Discovery Materials produced or disclosed in the Proceedings (whether or not the Designating Party is the Party that produced or disclosed those Discovery Materials) that the Designating Party in good faith believes meets the criteria in paragraph 9 below.

9. Discovery Materials that a Designating Party may designate as Attorneys’ Eyes Only are any Confidential Information that a Designating Party reasonably believes to be of such a commercially sensitive nature that it would create a genuine risk of injury if disclosed to a Receiving Party, such as a trade secret or proprietary business, financial or technological information, or other highly sensitive information (“Attorneys’ Eyes Only Information”).

10. Where practicable, the Designating Party shall designate Discovery Materials as Attorneys’ Eyes Only by applying the legend “Attorneys’ Eyes Only,” “Highly Confidential,” or some other language similar in substance, to the Discovery Materials. In



case of data stored in electronic form, the legend shall be printed on the cover or container of the disk, tape, or other medium in which the electronic data is stored. Where the Designating Party was not the Party that produced or disclosed the Discovery Materials, the Designating Party shall designate Discovery Materials Attorneys' Eyes Only by written notice to the other Parties.

Use of Attorneys' Eyes Only Information.

11. Attorneys' Eyes Only Information shall be maintained in confidence and shall not be shared by any Receiving Party with any person other than:

- (a) the Receiving Party's counsel (including in-house and outside counsel) participating in the prosecution and defense of the Proceedings and their legal, clerical, or support staff, including temporary or contract staff;
- (b) expert witnesses or consultants who are employed or retained by the Receiving Party or its counsel in connection with the prosecution or defense of the Proceedings, provided that counsel, in good faith, requires their assistance in connection with the Proceedings, and further provided that any report created by such expert or consultant relying on or incorporating Attorneys' Eyes Only Information in whole or in part shall be designated as Attorneys' Eyes Only by the Party responsible for its creation;
- (c) with the consent of the Designating Party (which consent shall not be unreasonably withheld), deponents and witnesses or prospective witnesses in the Proceedings, so long as such disclosure is

reasonably necessary for the prosecution or defense of the Proceedings;

(d) the Bankruptcy Court, subject to paragraph 14 below; and

(e) other persons upon further order of the Bankruptcy Court or consent of all of the Parties.

12. Depositions. During any deposition or interview, if examining counsel reasonably believes that any answer to a question will result in the disclosure of Confidential Information or Attorneys' Eyes Only Information, examining counsel for a Receiving Party shall (and counsel for the Designating Party shall have the option to) require that all persons other than the reporter, counsel, and individuals entitled to view the Confidential Information or Attorneys' Eyes Only Information leave the room during the confidential portion of the deposition or interview. Any Party shall have the right to designate on the record, or following the deposition, any portion of the deposition transcript as Confidential Information or Attorneys' Eyes Only, subject to the guidelines established in paragraphs 5 and 9 above. Transcripts of testimony so designated during the deposition may, at the option of any Party, be appropriately marked and bound separately.

13. Non-Disclosure Declaration. Counsel for a Receiving Party shall provide a copy of this Protective Order to a representative of any professional firm or individual who is retained in connection with the Proceedings (the "Permitted Recipients"), and the firm representative or individual, as the case may be, must execute a Non-Disclosure Declaration in the form annexed as an Exhibit hereto prior to the firm or individual receiving any Confidential Information or "Attorneys' Eyes Only" information.

14. Filing Under Seal. All Confidential Information or Attorneys' Eyes Only Information filed with the Bankruptcy Court or any other court with jurisdiction over the Proceedings, and all portions of pleadings, motions, or other papers filed with the Bankruptcy Court or any other court with jurisdiction over the Proceedings that disclose Confidential Information or Attorneys' Eyes Only Information, shall, where permitted without motion, be filed under seal with the Clerk of the Court and kept under seal until further order of the relevant court. If the relevant court requires that a motion be filed or other action be taken before any such documents may be filed under seal, the party seeking to file the Confidential Information or Attorneys' Eyes Only Information shall notify the Designating Party immediately and before any filing is made or action taken to the extent practicable and legally permissible so that the Designating Party may take appropriate action to obtain such relief from the relevant court. During proceedings before the Bankruptcy Court or other court with jurisdiction over the Proceedings, any Party may refer or cite to, or present arguments about, particular provisions of the Confidential Materials, provided that such references, citations, and arguments shall not involve, require, or lead to the disclosure or summary of all or any material part of any Confidential Materials.

15. Disclosure Required by Law. In the event that a Receiving Party or a Permitted Recipient is required, by interrogatories, subpoena, civil investigative demand, demand from a regulatory body, or similar legal process or applicable law or regulation, to disclose any Confidential Information or Attorneys' Eyes Only Information, it is agreed that the Receiving Party or Permitted Recipient, if so entitled given the nature of the legal process, demand, or request at issue, will provide all of the Parties with prompt notice of such event so that one or more of the Parties may seek a protective order or other appropriate remedy or, with the consent of all of the Parties, waive compliance with the applicable

provisions of this Stipulation. In the event that one or more of the Parties determines to seek such protective order or other remedy, the Receiving Party or Permitted Recipient shall cooperate with the Party seeking the protective order or other remedy, provided the terms of the relief sought by the applying Party will not narrow the scope of this Stipulation. In the event such protective order or other remedy is not obtained and disclosure of Confidential Information or Attorneys' Eyes Only Information is required under law, or all of the Parties grant a waiver hereunder, the Receiving Party or Permitted Recipient, as the case may be, (i) may, without liability hereunder, furnish that portion (and only that portion) of the Confidential Information or Attorneys' Eyes Only Information that the Receiving Party or Permitted Recipient is legally required to disclose, and (ii) will exercise its commercially reasonable efforts to have confidential treatment accorded to the Confidential Information or Attorneys' Eyes Only Information so furnished. Nothing herein shall be construed as requiring the Receiving Party or anyone else covered by this Order to challenge or appeal any order directing production of Confidential Information or Attorneys' Eyes Only Information covered by this Protective Order, or to subject himself or itself to any penalties for non-compliance with any legal process or order, or to seek any relief from this Court.

16. No Waiver. The failure to designate any Discovery Materials as Confidential or Attorneys' Eyes Only does not constitute a waiver of such claim. If at any time any of the Parties determines or realizes that certain testimony or some portion of Discovery Materials that was previously produced should be designated as Confidential Information or Attorneys' Eyes Only Information, that Party may notify all of the other Parties in writing, and such designated testimony or portion of Discovery Materials will thereafter be treated as Confidential Information or Attorneys' Eyes Only Information under the terms of this Stipulation, provided that the Party designating the Confidential Information

or Attorneys' Eyes Only Information shall, at its cost, provide the other Parties with substitute copies, bearing the appropriate legend, of any such Discovery Materials. If such information has been disclosed by a Receiving Party between the time of production or receipt of the transcript containing the testimony and the time at which a Party gives notice that the Discovery Materials are to be designated as Confidential Information or Attorneys' Eyes Only Information, such disclosure does not constitute a violation of this Protective Order.

17. Disputes over Designation of Discovery Materials. In the event that any Party objects to any designation of testimony or Discovery Materials as Confidential Information or Attorneys' Eyes Only Information (the "Objecting Party"), the Objecting Party shall notify the other Parties in writing, stating the grounds of the objection. The Parties shall have seven business days to attempt to resolve the objection, at the end of which the Objecting Party may seek a ruling from the Bankruptcy Court that such information should not be treated as Confidential Information or Attorneys' Eyes Only Information. No Confidential Information or Attorneys' Eyes Only Information shall be filed in the public record prior to such a determination by the Bankruptcy Court. The burden shall be on the Designating Party or other Party seeking to support the designation of the information as Confidential Information or Attorneys' Eyes Only Information to justify the claim that the disputed material has been properly designated.

18. Inadvertent Production. In the event that any Party inadvertently produces any material that it determines, in its sole discretion, is irrelevant to the litigation or is privileged or otherwise immune from discovery, in whole or in part, pursuant to the attorney-client privilege, work product doctrine, or other applicable privilege or protection from disclosure (the "Inadvertently Producing Party"), such materials ("Protected

Information”) may be retrieved by the Inadvertently Producing Party by giving written notice to the other Parties. Upon receipt of notice that an Inadvertently Producing Party intends to retrieve Protected Information, the other Parties or any other persons who have received a copy of the Protected Information shall promptly return all copies of such Protected Information to the Inadvertently Producing Party. The terms of this paragraph shall not be deemed a waiver of the other Parties’ right to challenge the Inadvertently Producing Party’s designation of materials as Protected Information (provided, however, that any such challenge to the designation may be made only following the return of such identified documents to the Inadvertently Producing Party), nor shall such inadvertent production of any material that is subsequently retrieved pursuant to this paragraph be deemed a waiver of, or estoppel as to, any claim asserted by the Inadvertently Producing Party that the materials in question constitute Protected Information. The Parties shall not use any inadvertently produced Protected Information, or information gleaned from any inadvertently produced Protected Information, in connection with the Proceedings or any related actions, except to challenge a claim that the materials constitute Protected Information.

19. Disclosure in Court Proceedings. In the event that Confidential Information or Attorneys’ Eyes Only Information is used in the Proceedings or any appeal therefrom, such Discovery Materials shall not lose their status as Confidential Information or Attorneys’ Eyes Only Information through such use. At the appropriate time, counsel shall confer on such procedures as are necessary to protect the confidentiality of any documents, information, or transcripts used in the course of any court proceedings, and in the event counsel cannot agree on such procedures, the question shall be submitted to the Bankruptcy Court for resolution.

20. No Bar Against Seeking Further Protection. Nothing in this Stipulation shall be construed as preventing any Party from seeking further protection from the Bankruptcy Court for any Discovery Material.

21. No Admission Regarding Admissibility or Relevancy. Nothing in this Stipulation shall be construed to affect in any way the admissibility or relevancy of any Discovery Material or other evidence.

22. No Bar to Use of Party's Own Discovery Material. This Stipulation has no effect on, and shall not apply to, a producing Party's use or disclosure of its own Discovery Material for any purposes whatsoever.

23. Binding Effect. The provisions of this Protective Order shall, absent written consent of all of the Parties or further order of the Bankruptcy Court, continue to be binding throughout the conclusion of the Proceedings and any related litigation, including without limitation any appeals therefrom. Within sixty days after receiving notice of an entry of an order, judgment, or decree finally disposing of the Proceedings and any related litigation, including the exhaustion of all possible appeals and other review, the Parties shall either (i) return all Confidential Information or Attorneys' Eyes Only Information and all copies thereof (including summaries and excerpts and including all such material provided by a Party to any other persons, whether or not in accordance herewith) to counsel for the Party that produced or disclosed such materials, or (ii) destroy or cause to be destroyed all Confidential Information or Attorneys' Eyes Only Information. As to documents that have been received electronically and that cannot be returned, deleted, or destroyed, the recipient must take reasonable measures to ensure that unauthorized persons do not have access to Confidential Information or Attorneys' Eyes Only Information present on the recipient's computer, server, or any backup media. Notwithstanding the forgoing, counsel to any Party

shall be entitled to retain court papers, deposition and court transcripts, and attorney work product that refer to or relate to Confidential Information or Attorneys' Eyes Only Information. Additionally, the Parties shall be entitled to maintain Confidential Information and, if applicable, Attorneys' Eyes Only Information to the extent required by law or regulation (including regulations of a stock exchange or a self-regulatory body).

Notice. Notice required or permitted to be given for any purpose under this Protective Order shall be delivered to the following Parties in writing by electronic or U.S. Mail as follows: (i) the Debtor, by and through its counsel, Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, TX 75201 (Attn: Yolanda Garcia, Esq.); (ii) the Ad Hoc Group of First Lien Lenders, by and through their counsel, Milbank, Tweed, Hadley, & McCoy LLP, 1850 K Street NW, Washington, DC 20006 (Attn: Andrew M. Leblanc, Esq.); (iii) GSP Finance, by and through its counsel, Clifford Chance US LLP, 31 West 52nd Street, New York, NY 10019 (Attn: Jason Young, Esq.) and Gardere Wynne Sewell LLP, 1601 Elm St., Suite 3000, Dallas, TX 75201 (Attn: Holland N. O'Neil, Esq.); (iv) JPMorgan Chase Bank, N.A., by and through its counsel, Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022 (Attn: Melinda C. Franek, Esq. and Mitchell A. Seider, Esq.); (v) MLB, by and through its counsel, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, NY 10019 (Attn: Susanna M. Buerger, Esq.) and Stutzman, Bromberg, Esserman, & Plifka, P.C., 2323 Bryan Street, Suite 2200, Dallas, TX 75201 (Attn: Sander L. Esserman, Esq.) (vi) REO, by and through its counsel, Fulbright & Jaworski L.L.P., 2200 Ross Avenue, Suite 2800, Dallas, Texas 75201 (Attn: Scott Drake, Esq.), and (vii) Rangers Baseball Express, by and through its counsel, White & Case LLP, 633 West Fifth Street, Suite 1900, Los Angeles, California 90071 (Attn: Craig Averch, Esq.) and 1155 Ave of the Americas, New York, New York 10036 (Attn: Glenn Kurtz, Esq.).



24. The above designations can be changed from time to time by providing notice in accordance with this paragraph.

25. Binding Effect Absent Court Approval. This Stipulation shall operate as a binding agreement between the Parties signing this Stipulation in the absence of the Bankruptcy Court's approval and signature. Any violation of its terms shall be subject to the same sanctions and penalties as if this Protective Order had been entered by the Bankruptcy Court. The Parties agree to submit this Stipulation for entry by the Bankruptcy Court and to be bound by its terms while awaiting its entry by the Bankruptcy Court.

26. This Stipulation shall be governed by and interpreted under and in accordance with the laws of the State of Texas.

27. Continuing Jurisdiction. The Bankruptcy Court retains exclusive jurisdiction to enforce, modify, or vacate all or any portion of this Stipulation upon appropriate motion by a party in interest.

###END OF ORDER###

**FOR AD HOC GROUP OF FIRST LIEN  
LENDERS:**

**FOR THE OFFICE OF THE  
COMMISSIONER OF BASEBALL:**

/s/ Aaron Renenger

Aaron Renenger  
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**FOR TEXAS RANGERS BASEBALL PARTNERS: FOR JPMORGAN CHASE BANK, N.A.:**

*/s/ David W. Dummer*

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*/s/ Mitchell A. Seider*

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**FOR GSP FINANCE LLC:**

/s/ Holland N. O'Neil

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**FOR RANGERS BASEBALL EXPRESS,  
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/s/ Craig Averch

Craig Averch

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**FOR RANGERS EQUITY HOLDING,  
L.P. AND RANGERS EQUITY  
HOLDING GP, LLC**

*/s/ Louis Strubeck*

\_\_\_\_\_  
Louis Strubeck

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Dated: \_\_\_\_\_

\_\_\_\_\_

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that on the 12th day of July, 2010, he caused a true and correct copy of the foregoing Stipulation and Order for the Protection and Exchange of Confidential Information to be served via the Court's bankruptcy notification center and electronic mail on the parties listed below, and via first class mail, postage prepaid on all parties on the Official Limited Service List Effective June 2, 2010.

/s/Louis R. Strubeck

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