Thomas E Lauria
State Bar No. 11998025
Craig H. Averch
State Bar No. 01451020
WHITE & CASE LLP
633 West Fifth Street, Suite 1900
Los Angeles, California 90071
Telephone: (213) 620-7704

Henry W. Simon, Jr.
State Bar No. 18394000
Robert A. Simon
State Bar No. 18390000
BARLOW GARSEK & SIMON, LLP
3815 Lisbon Street
Fort Worth, Texas 76107
Telephone: (817) 731-4500

Mary Kay Braza
Michael J. Small
FOLEY & LARDNER LLP
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Telephone: (414) 271-2400

ATTORNEYS FOR RANGERS BASEBALL EXPRESS, LLC

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

In re	)	Chapter 11 Case
	)	
TEXAS RANGERS BASEBALL PARTNERS,	)	Case No. 10-43400 (DML)
	)	
Debtor.	)	

SUPPLEMENTAL OBJECTION OF RANGERS BASEBALL EXPRESS LLC TO THE LENDER PARTIES' (1) EMERGENCY MOTION FOR RECONSIDERATION OF COURT'S ORDER ADOPTING BIDDING PROCEDURES (AND THE LIMITED JOINDER OF RANGERS EQUITY HOLDINGS, L.P. AND RANGERS EQUITY HOLDINGS GP THEREIN), (2) MOTION FOR EMERGENCY HEARING, AND (3) MOTION TO FILE UNDER SEAL

Rangers Baseball Express LLC ("RBE") hereby files its supplemental objection to (1) the Emergency Joint Motion of Lender Parties for Reconsideration of Court's Order Adopting Bidding Procedures [Docket No. 367] (the "Motion for Reconsideration"); (2) the Motion for Expedited Hearing [Docket No. 368] (the "Motion for Emergency Hearing"); (3) the Motion to File Documents under Seal [Docket No. 369] (the "Motion to File Under Seal" and together with the Motion for Reconsideration and the Motion for Emergency Hearing, the "Motions"); and (4) the Limited Joinder therein filed by Rangers Equity Holdings, L.P. and Rangers Equity Holdings GP, LLC (collectively the "Holdings Companies"); and in opposition to the Motions states as follows:

SUPPLEMENTAL OBJECTION

The Motion for Reconsideration is nothing but a rehash of arguments previously made by the Lender Parties[1] and the Holding Companies, and rejected by the Court, at the hearing on RBE's request for a temporary restraining order on July 13, 2010. At that time, the Lender Parties had a full and fair opportunity to present their arguments to this Court, and Court made clear that it understood the arguments presented and that it would not allow more argument. The Lender Parties and the Holding Companies have ignored the Court's admonishments and have improperly continued to argue against the bidding procedures without making any showing of a basis for reconsideration under either Bankruptcy Rule 9023 or 9024. Given this fatal, facial defect, the Motion for Reconsideration should be denied. The Lender Parties simply cannot make the same seriatim arguments after those arguments have already been rejected by this Court.

[1] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Motion for Reconsideration.

ARGUMENT

Reconsideration "is an extraordinary remedy and should be used sparingly." *In re Pequeno*, No. 06-41631, 2007 WL 1806866, at *1 (5th Cir. June 20, 2007). In their Motion for Reconsideration, the Lender Parties competently state the standard for evaluating such a motion under Rule 59(e),[2] but, utterly fail to relate the facts before the Court to the applicable law: they fail to clearly establish a manifest error of law or fact, fail to present any newly discovered evidence, and fail to demonstrate that there has been an intervening change in the controlling law. *See Simon v. United States*, 891 F.2d 1154, 1159 (5th Cir. 1990). Instead of clearly identifying any specific legal principle manifestly violated by the Court's Bidding Procedures Order, they rehash the same legal arguments presented to the Court at the July 13 Hearing. Apparently overlooked by the Lender Parties is the settled principle that a motion for reconsideration "cannot be used to raise arguments which could, and should, have been made before the judgment issued." *Id.*[3] Because the Motion for Reconsideration fails to establish that the Bidding Procedures Order contains any manifest error of law or fact and does nothing more than reassert arguments already heard and overruled, it must be denied.

---

[2] The Lender Parties' reference to Rule 60(b) of the Federal Rules of Civil Procedure as an alternate basis for relief, *see* Mot. for Reconsideration at 7 n.6, is misplaced and misleading. Where, as here, a motion for reconsideration is made within ten days of the order from which a party complains, it is considered a Rule 59(e) motion. See Lee v. Taipei Economic and Cultural Representative Office, 4:09-cv-00242010 WL 2710661, at *1, n.1 (S.D. Tex. July 6, 2010) ("If the motion is filed within ten days of the judgment or order of which the party complains, it is considered a Rule 59(e) motion; otherwise, it is treated as a Rule 60(b) motion.").

[3] *See also Nationalist Movement v. Town of Jena*, Nos. 08-30251 and 08-30479, 2009 WL 890603, at *3 (5th Cir. April 1, 2009) ("Motions for reconsideration should not be used to raise arguments that could have been made before the entry of judgment or to re-urge matters that have already been advanced by a party."); *Pender v. Barron Builders & Mgm't Co.*, No. 08-20047, 2008 WL 469050 (5th Cir. Oct. 24, 2008) ("These motions cannot be used to raise arguments which could, and should, have been made before the judgment issued."); *In re Ramirez*, No. 09-70051, Adv. No. 09-07004, 2010 WL 2639880 (Bankr. S.D. Tex. June 24, 2010) (*citing McDonald v. Entergy Ops.*, Inc., No. 5:03-CV-241-BN, 2005 WL 1528611, at *1 (S.D. Miss. May 31, 2005) (motion for reconsideration is not "intended to give an unhappy litigant one additional chance to sway the judge.") (citations omitted)); *In re Pequeno*, 2007 WL 1806866, at *1 (motion for reconsideration "is not the proper vehicle for rehashing evidence, legal theories, or arguments that could have been offered or raised before the entry of judgment.").

A. The Bidding Procedures Order Was Within the Court's Discretion and Fully Supported By Law

Far from displaying any manifest legal errors, the Bidding Procedures Order is firmly grounded in applicable law. As an initial matter, in order to fulfill the objectives of chapter 11, bankruptcy courts have an overarching mandate to actively manage their chapter 11 cases. Indeed, such management is "essential if the Chapter 11 process is to survive and if the goals of reorganizability on the one hand, and creditor protection, on the other, are to be achieved." *In re Timbers of Inwood Forest Assocs., Ltd.*, 808 F.2d 363, 373-74 (5th Cir. 1987). In cases such as this one, where the debtor is unquestionably solvent and the purpose of the proceedings is liquidation rather than reorganization, only creditor protection is implicated. *See Official Comm. of Unsecured Creditors v. Dow Corning Corp.* (*In re Dow Corning Corp.*), 456 F.3d. 668, 679 (6th Cir. 2005) ("[A]bsent compelling equitable considerations, when a debtor is solvent, it is the role of the bankruptcy court to enforce the creditors' contractual rights.").

The Bidding Procedure Order properly reflects this emphasis on the rights and preferences of creditors, as it gives due regard to RBE's prepetition contractual rights while taking into consideration the needs and desires of the Official Committee of Unsecured Creditors appointed in this case (the "Committee"). Importantly, the Court entered the Bidding Procedures Order only after determining that the procedures set forth therein established order out of chaos and were the appropriate means to promote the efficient, orderly and prompt disposition of this case. *See* Jul. 13, 2010 Hr'g Tr. at 9:19-21. The procedures were squarely within the Court's discretion and wholly appropriate under the circumstances of the case. As such, they should not be disturbed on reconsideration.

B. The Lender Parties Have Not and Can Not Demonstrate that Inclusion of the Break-up Fee in the Bidding Procedures Is a Manifest Error of Law

The Lender Parties make a number of arguments regarding the break-up fee and RBE's rights under the APA that are unsubstantiated, without merit, and utterly fail to assert any manifest error of law or fact.

1. The Amount of the Break-Up Fee is Well Justified

The break-up fee here, which was determined to be appropriate in the exercise of the Debtor's business judgment and as approved by the Court, is appropriate in light of the proposed purchase price and the risk, effort and expenses that have been incurred by RBE in connection with a bidding process that has stretched over the past year. *See, e.g.*, *In re Integrated Res. Inc.*, 147 B.R. 650, 660 (S.D.N.Y. 1992). Moreover, by agreeing to participate in another auction procedure and allow its bid as set forth in the APA to serve as a stalking horse bid, RBE has sacrificed its bargained-for exclusivity right under section 7.16 of the APA. This preserves RBE's bid for the Debtor's estate and sets a floor for the auction process that requires competing bids be materially higher or otherwise better than RBE's bid, thereby providing a clear benefit to the Debtor's estate. Furthermore, as was fully briefed and considered by the Court, the break-up fee represents approximately 2% of the proposed purchase price, well within the range of break-up fees approved by bankruptcy courts. *See* Debtors Second Sale Motion at ¶ 39 [Docket No. 352]; *see also*, *Transactional Termination Fee Study,* Houlihan, Lokey, Howard & Zukin, Inc., *reprinted in* T. Salerno, J. Kroop and C. Hansen, *The Executive Guide to Corporate Bankruptcy*, App'x P (2010). In deciding and entering the Bidding Procedures Order, it cannot reasonably be disputed that the Court properly considered the appropriateness of the break-up fee, revised the Bidding Procedures Order as it related to the break-up fee, and considered all arguments presented by the parties both for and against inclusion of a break-up fee. Accordingly, rather

than representing a manifest error of fact or law, approval of a break-up fee, well within the acceptable range of typical fees for these types of transactions, was the logical conclusion of a thorough examination of applicable facts and law.

2. Inclusion of the Break-Up Fee was a Proper Execution of the Debtor's Business Judgment

The Lender Parties' assertion that the Debtor's proposal of the break-up fee was not consistent with the Debtor's business judgment is baseless. The Lender Parties' conclusory allegation that the Debtor has no disinterested fiduciaries does not provide a basis for reconsideration. RBE has been negotiating at arms length with the Debtor and the break-up fee reflects a market standard compensation to RBE for the risk, effort and expenses associated with agreeing to act as a stalking horse and for the further concession of waiving its exclusivity rights under the APA. The Lender Parties' allegation that RBE does not have any right to damages for breach of the APA other than a nominal termination fee of $1.5 million is similarly without merit. RBE specifically bargained for cumulative, non-alternative remedies that would make RBE whole in the event of a breach of the APA by the Debtor. *See* Adversary Complaint filed in Adversary Case No. 10-04121 [Docket No. 1] ¶¶ 32-36. Sections 10.9 and 10.10 of the APA unambiguously provide that in the event of a breach by the Debtor, RBE is entitled to the entire value of the Debtor's promised performance (i.e., specific performance) in addition to a termination fee. To the extent Section 10.10 of the APA purports to limit RBE's recovery in the event of a breach, such provision is inapplicable to the extent specific performance is not also available.

Furthermore, as discussed in RBE's emergency motion for a preliminary injunction and temporary restraining order, the specific performance provided for under the APA is not a dischargeable "claim" under section 101(5)(B) of the Bankruptcy Code. Because a major league

baseball franchise such as the Texas Rangers is a unique, one-of-a-kind asset, monetary damages are not an adequate alternative to specific performance. *See, e.g.*, *The Ground Round, Inc.,* 335 B.R. 253 (1st Cir. B.A.P. 2005) (an equitable remedy will not constitute a claim dischargeable in bankruptcy where monetary damages are not a viable alternative to the equitable remedy sought); *In re Ben Franklin Hotel Assocs.*, 186 F.3d 301, 307 (3rd Cir. 1999) (monetary damages are not considered an adequate remedy for a unique business opportunity and proposed equitable remedy not a dischargeable claim); *cf. In re Davis*, 3 F.3d 113, 117 (5th Cir. 1993) (recognizing that equitable claims without a money damages alternative are not dischargeable claims). The Debtor conceded as much from the outset when it acknowledged and agreed that a breach of the APA "would cause irreparable damage to the other party and such other party will not have an adequate remedy at Law." APA at § 10.9; *see also Triple-A Baseball Club Assocs. v. Northeastern Baseball, Inc.,* 832 F.2d 214, 223-25 (1st Cir. 1987) (minor league franchise was unique and of special interest to the buyer and money damages for breach of agreement to transfer franchise would be inadequate); *Qantum Commc'n Corp. v. Star Broad.*, *Inc*., 473 F. Supp. 2d 1249, 1267 (S.D. Fla. 2007) (granting specific performance for breach of non-solicitation provision of APA for radio station where agreement stated that no adequate remedy existed at law and radio station assets were unique); *Madariaga v. Morris*, 639 S.W.2d 709, 711-12 (Tex. App. 1982).

The authority cited by the Lender Parties does not affect RBE's right to specific performance. This Court in *GBL Holdings Co. v. Blackburn/Travis/Cole, Ltd*., 331 B.R. 251 (N.D. Tex. 2005) did not address the availability of specific performance in bankruptcy because it concluded that the question of specific performance had been mooted by the sale of the underlying property. Similarly, the court in *In re Linton Props.*, LLC, 400 B.R. 1 (Bankr. D.C.

LOSANGELES 873053 (2K)

2009) did not even consider, much less address, the question of whether specific performance is available in bankruptcy where, as here, the non-defaulting party does not have an adequate monetary remedy.

The APA is before the court as evidence clearly showing the legitimacy of RBE's contention that it is due specific performance. There can be no question that the break-up fee was accordingly within the Debtor's reasonable business judgment, and manifest error in law or fact in the Court's recognition of the need for a break-up fee under these circumstances. Moreover, assuming for the sake of argument that the Lender Parties' statement that it is "not likely that the Proposed Purchaser [would] withdraw its bid" in the absence of the break-up fee," Mot. for Reconsideration at 20, the consequence of such a withdrawal, even if unlikely, is sufficient to justify the modest fee. As recognized by the Debtor, the Committee, and the Court, a bird in the hand—in the form of a high bid achieved through a competitive bidding process—should be carefully guarded.

3. Inclusion of the Break-Up Fee Will Not Chill Bidding

The Lender Parties' claim that a break-up fee will not encourage competitive bidding also falls far off the mark. The break-up fee provides for a stalking horse auction process that will allow any real competing bidders to come forward and submit their bids to the extent they are better than RBE's current bid. Nor have the Lender Parties offered any evidence of any "chilling effect" produced by the break-up fee. If the Lender Parties' insinuations in their Motion For Reconsideration are correct and there are parties ready, willing, and able to bid tens of millions of dollars more than RBE's current bid, the $15 million overbid requirement in the approved Bidding Procedures creates no impediment to such a prospective bidder. Indeed, if the Lending Parties do not believe that the bidding will exceed $15 million more than RBE's current bid, why expend the millions of dollars of resources for an auction at all? That is, absent an overbid of at

least $15 million of cash consideration in excess of that called for in the APA, the costs of this ongoing dispute and litigation over the breached APA would defeat the purpose of the exercise and destroy rather than build value.

Accordingly, despite rehashing their arguments against the break-up fee, the Lender Parties have not, and cannot, demonstrate that approval of the break-up fee, which is well within the acceptable range of such fees, constitutes a manifest error of law or fact.

C. The Lender Parties Have Failed to Credibly Demonstrate that a Qualified Alternative Bidder Exists, Much Less that such Bidder Would Be Chilled by the Bidding Procedures

The Lender Parties emphatically remind the Court and parties in interest of the qualification they made to their June 1, 2010 statement that a bidder was "ready, willing and able" to participate in an auction of the Texas Rangers. Mot. to Reconsider at 4. Their bluster does little more than serve as a reminder that the only evidence presented of any such prospective bidder is the unsupported representation of the primary impediment to efficient the resolution of this case.

The Lender Parties have been actively soliciting an alterative bidder since the inception of this case.[4] Counsel for certain potential alternative bidders attended hearings and were invited to and attended the mediation held on July 6, 2010. *See* Jul. 13, 2010 Hr'g Tr. at 21:16-23:2. However, no such alternative bidder has been heard from in these proceedings, begging the question of the sincerity of their alleged overtures to the Lender Parties.

The very existence of a serious alternative bidder is cast into doubt by virtue of the fact that the Lender Parties have failed and adamantly refused to provide any information about the parties purportedly prepared to outbid RBE and purchase the Texas Rangers. *See, e.g.*,

[4] Despite the fact that the legitimacy and the propriety of such solicitation is suspect in light of RBE's exclusive rights under the APA which were unmodified until the Court's entry of the Bidding Procedures Order.

Objections and Responses to Debtor's Second Request for Production of Documents from Monarch Alternative Capital LLC (attached hereto as Exhibit A).

Even if the Lender Parties' campaign to identify an alternative bidder failed to reach a qualified and genuinely interested party, this case has been well (or perhaps too well) covered in the media, providing notice of the proceedings and re-auctioning of the Texas Rangers in a manner rarely seen in bankruptcy sales. It is therefore highly unlikely that a person or entity in the market for a major league baseball team is not aware of the opportunity to bid on the Texas Rangers.

In a classic straw man argument regarding the effect of the Bidding Procedures on potentially interested alternative bidders, the Motion for Reconsideration asserts unspecified and/or specious fraudulent transfers and then attempts to use the existence of those transfers to argue that it is impossible for any potential bidders to bid on the assets of the Debtor.[5] Following the Lender Parties' argument, no one could bid until all of the Lender Parties' potential avoidance actions were fully and finally adjudicated. Of course, no potential bidder advanced that argument—even though, again, counsel for potential bidders attended hearings in this Court as well as the Court-ordered mediation. Moreover, as the Motion for Reconsideration acknowledges, "the Bidding Procedures now allow potential bidders to exclude some or all of the assets purported to be transferred under the Asset Purchase Agreement." Mot. to Reconsider at 16. Accordingly, this rehashed argument must also be rejected.

D. The Purported Absence of Evidence Cannot Sustain the Motion

RBE has represented, and the Lender Parties have failed to rebut, that the August 12th deadline is firm, and that is indeed the case. The correspondence referred to in the Motion to

---

[5] The single suit referenced by Motion is already subject to a motion to dismiss that could be set for immediate adjudication by the court. Allegations of "blatantly fraudulent transfers" are unjustified when the party making the allegations fails to provide any of the factual and legal basis for avoidance.

Reconsider actually confirms the fact that RBE faces a real deadline of August 12th with respect to both its debt and equity commitments. Nonetheless, the Lender Parties ignore the substance of the correspondence and instead rely on a typographical error in an email (corrected the same day) and wholly unsupported argument, rhetoric, and innuendo.

Moreover, RBE's debt financing is being provided by a syndicate of lenders and each such lender would have to approve an extension of the August 12th funding deadline for such an extension to be effective. Further, such lenders simply have no obligation to do so on current economic terms. Nor do any equity holders have any obligation to extend their commitments. Moreover, preserving such commitments is clearly prudent and in the best interests of the Debtor's creditors and its estate. The facts are simple: The proposed sale of the Debtor's assets to RBE will pay all of the Debtor's creditors in full; the Lender Parties fully admit that they cannot produce a "ready willing and able" purchaser at this time; and RBE's bid is itself the result of an auction process providing fair consideration to the estate. The Court simply did not and could not have committed clear error by entering bidding procedures that preserves RBE's bid while allowing other bidders to participate in an auction and the Lender Parties simply have not met their high burden to establish that reconsideration is appropriate.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

CONCLUSION

The Lender Parties have not identified any manifest error of fact or law and thus fail to satisfy the standard for reconsideration. For this and the forgoing reasons, the Motion for Reconsideration is meritless and should be denied.

Dated: Fort Worth, Texas
July 19, 2010

By /s/ Craig Averch
Thomas E Lauria
State Bar No. 11998025
Craig H. Averch
State Bar No. 01451020
WHITE & CASE LLP
633 West Fifth Street, Suite 1900
Los Angeles, California 90071
Telephone:(213) 620-7704

Mary Kay Braza
Michael J. Small
FOLEY & LARDNER, LLP
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Henry W. Simon, Jr.
State Bar No. 18394000
Robert A. Simon
State Bar No. 18390000
BARLOW GARSEK & SIMON, LLP
3815 Lisbon Street
Fort Worth, Texas 76107

ATTORNEYS FOR RANGERS
BASEBALL EXPRESS LLC

CERTIFICATE OF SERVICE

I CERTIFY THAT ON July 19, 2010, the foregoing was served on the parties receiving electronic notice via the Electronic Court Filing system and by email on the parties identified on the Master Service List, filed on June 24, 2010 [Docket No. 263].

/s/ Craig H. Averch

Exhibit A

Dennis F. Dunne (admitted *pro hac vice*)
MILBANK, TWEED, HADLEY & McCLOY LLP
1 Chase Manhattan Plaza
New York, NY 10005
Telephone: (212) 530-5000
Facsimile: (212) 530-5219

and

Andrew M. Leblanc (admitted *pro hac vice*)
Aaron L. Renenger (admitted *pro hac vice*)
MILBANK, TWEED, HADLEY & McCLOY LLP
1850 K Street N.W., Suite 1100
Washington, DC 20006
Telephone: (202) 835-7500
Facsimile: (202) 835-7574

and

Daniel C. Stewart, SBT #19206500
Paul E. Heath, SBT #09355050
Richard H. London, SBT #24032678
VINSON & ELKINS LLP
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
Telephone: (214) 220-7700
Facsimile: (214) 220-7716

Counsel for Monarch Alternative Capital LLC

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

In re:	)	Chapter 11
TEXAS RANGERS BASEBALL PARTNERS	)	Case No. 10-43400 (DML)-11
Debtor.	)	

OBJECTIONS AND RESPONSES TO DEBTOR'S SECOND REQUEST FOR PRODUCTION OF DOCUMENTS FROM MONARCH ALTERNATIVE CAPITAL LLC

Pursuant to Federal Rules of Civil Procedure 26 and 34 (the "Civil Rules"), made

applicable to this matter by Federal Rules of Bankruptcy Procedure 7026 and 7034 (the "Bankruptcy Rules"), Monarch Alternative Capital LLC ("Monarch"), a lender pursuant to a certain Amended and Restated First Lien Credit and Guaranty Agreement dated December 19, 2006, as amended, modified or supplemented and in effect from time to time, (the "First Lien Credit Agreement"), among Hicks Sports Group LLC, Hicks Sports Group Holdings LLC, and certain subsidiaries of Hicks Sports Group LLC, as guarantors, and certain first lien lenders, hereby responds to the Second Request for Production of Documents (the "Second Requests") from the debtor Texas Rangers Baseball Partners ("TRBP" or the "Debtor").

In support of its responses and objections (the "Responses and Objections"), Monarch respectfully states as follows:

DEFINITIONS[1]

1. "Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Texas.

2. "Debtor" or "TRBP" each mean Texas Rangers Baseball Partners and its advisors, affiliates, agents, attorneys, accountants, consultants, employees, experts, investment bankers, representatives, and other persons acting or who have acted on behalf of the foregoing.

3. "First Lien Credit Agreement" means the Amended and Restated First Lien Credit and Guaranty Agreement dated December 19, 2006, as amended, modified or supplemented and in effect from time to time, among Hicks Sports Group LLC, Hicks Sports Group Holdings LLC, and certain subsidiaries of Hicks Sports Group LLC, as guarantors, and the First Lien Lenders, pursuant to which First Lien Lenders extended certain credit facilities of up to $425 million to

---

[1] Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the First Lien Credit Agreement or the Second Requests, as the case may be.

Hicks.

4. "First Lien Lender(s)" means each of the lenders under the First Lien Credit Agreement who extended certain credit facilities of up to $425 million to Hicks.

GENERAL OBJECTIONS

5. Monarch objects to the Second Requests on the ground that discovery in connection with the pending Motion for Reconsideration is improper. Monarch further objects to the Second Requests in that they appear to have been propounded for purposes of harassment and to chill the bidding process in this matter.

6. Monarch objects to the Second Requests, and to the Definitions and Instructions contained therein, to the extent they purport to impose obligations in addition to, beyond, inconsistent with, or otherwise different from those set forth in the Federal Rules of Bankruptcy Procedure, the Federal Rules of Civil Procedure, the Local Bankruptcy Rules for the Northern District of Texas, or any other applicable law, rule, or court order. For example, the Second Requests improperly set forth instructions that: (i) purport to require production of information at a time, place or in a manner that is inconsistent with governing law, rules or court orders; (ii) purport to require production of oral communications that have not been recorded or transcribed; and (iii) purport to require the production of documents that are not within the possession, custody, or control of Monarch.

7. Monarch objects to the Second Requests to the extent they purport to require Monarch to include all documents within the possession, custody or control of "affiliates, agents, attorneys, accountants, consultants, employees, experts, investment bankers, representatives, and other persons acting, or who have acted, on behalf of the foregoing." Such instruction impermissibly purports to impose an obligation on Monarch to produce documents that are not

within the possession, custody, or control of Monarch.

8. Monarch objects to the Second Requests to the extent that they fail to comply with Local Bankruptcy Rule 9014.1 and Bankruptcy Rule 9014. Without limiting the generality of the foregoing, Monarch objects to the Second Requests to the extent that they seek information not required to be produced pursuant to Bankruptcy Rule 7026(b)(2)(B).

9. Monarch objects to the Second Requests to the extent that they seek to impose a response deadline not in compliance with Bankruptcy Rule 7034(b)(2)(A). Namely, Debtor has requested that Monarch produce all responsive documents by 5:00 p.m. on July 18, 2010—three days after service on July 15, 2010.

10. Monarch objects to the Second Requests as overbroad and unduly burdensome to the extent they purport to require the production of documents that are neither relevant to the claims or defenses of any party nor reasonably calculated to lead to discovery of admissible evidence.

11. Monarch objects to each Request that is overly broad, vague, ambiguous and confusing, such that Monarch cannot determine with sufficient specificity the nature of the documents requested and the Request would require Monarch to speculate as to the Request's meaning in order to respond. Monarch further objects to the extent that the Second Requests are unreasonably cumulative and duplicative. Monarch also objects to the Second Requests as designed to harass Monarch.

12. Monarch objects to the Second Requests to the extent that they have no set time period, or to the extent that they state a time period that is overly broad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence.

13. Monarch objects to each Request that seeks to compel production of "all

documents and communications" relating to a certain subject as being overly broad, vague, and ambiguous.

14. Monarch objects to the Second Requests to the extent they purport to require the production of documents that are equally or exclusively within the possession, custody, or control of Debtor, or are more easily produced by or readily accessible by the Debtor or another party-in-interest.

15. Monarch objects to the Second Requests to the extent they assume disputed facts or legal conclusions in defining the information requested. Monarch hereby denies any such disputed facts or legal conclusions to the extent assumed by any Request. Any response or objection, including any production of documents, by Monarch with respect to any such Request, is without prejudice to this objection.

16. Monarch objects to the Second Requests to the extent they purport to call for the production of documents that are not currently in existence.

17. Monarch objects to the Second Requests to the extent they purport to require production of documents that are or information that is protected from disclosure by the attorney-client privilege, the work product doctrine, any other applicable privileges or immunities, or are otherwise exempt from discovery. Monarch hereby claims such privileges, immunities, and protections to the extent implicated by the Second Requests. Monarch will exclude privileged and protected materials from any document produced in response to the Second Requests. Nothing contained in Monarch's response or production of documents and information is intended to be, or in any way shall be deemed to be, a waiver of any such applicable privilege, immunity, or protection. Any disclosure of such protected or privileged information is inadvertent and is not intended to waive those privileges, immunities, or protections or any other

ground for objection to discovery or use of any such document.

18. Monarch objects to the Second Requests to the extent they require production of documents or information that Monarch deems to constitute or relate to confidential research, development, or commercial information, or otherwise deems to be protected from disclosure under applicable laws or a duty of confidentiality to a non-party.

19. Monarch objects to the Second Requests to the extent that they seek documents that are in an inaccessible format and/or not reasonably available in the ordinary course of business.

20. Monarch objects to the Second Requests to the extent they purport to require Monarch to search for all electronically stored information possibly responsive to the Second Requests, including but not limited to archives or electronic backup tapes, on the grounds that conducting such a search would impose undue burden and expense on Monarch. Should Debtor seek to have Monarch restore and produce data from archives or electronic backup tapes, Monarch will seek an order pursuant to Bankruptcy Rule 7026, conditioning such production on Debtor's payment of the costs of such discovery.

21. Monarch expressly reserves the right to object to the admissibility at trial of this or any other proceeding of these Objections and Responses or any document produced in response to the Second Requests. Monarch's Objections and Responses and/or the production of any document in response to the Second Requests are not intended as, and shall not be deemed to be, an admission or concession of the relevance or admissibility of the documents sought by any of the Second Requests, and are not intended to and shall not waive or prejudice any objection Monarch may assert now or in the future, including, without limitation, objections to the admissibility of any response or document, or category of responses or documents, at the trial of

this or any other proceeding.

22. The specific Objections and Responses set forth below are made in addition to, and not in lieu of, these General Objections. The assertion of the same, similar or additional objections or the provision of partial answers in the specific Responses and Objections does not waive or limit any of the General Objections.

SPECIFIC OBJECTIONS

The foregoing General Objections are hereby incorporated, as though fully set forth, in each of the following specific objections and responses.

REQUEST NO. 1

Produce any and all documents and communications evidencing, concerning, or relating to any bid to purchase the Texas Rangers or TRBP's assets that the [sic] you believe is in any way superior to the offer to purchase the Texas Rangers or TRBP's assets as set forth by the Greenberg Group.

RESPONSE TO REQUEST NO. 1

Monarch specifically objects to Request No. 1 on the following grounds: (1) it calls for the identification and disclosure of documents that are or information that is protected by the attorney-client privilege, the work product doctrine, and/or any other applicable privileges and immunities; (2) it is overbroad and unduly burdensome to the extent it calls for "all" documents and communications related to this subject without specifying a timeframe; (3) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested

matters by the Bankruptcy Rules; (4) it seeks discovery that is not reasonably calculated to lead to the discovery of admissible evidence; and (5) it seeks discovery related to an ongoing auction and thereby appears to have the improper purpose and may have the improper effect of chilling the bidding process. Monarch will not produce documents in response to this Request.

REQUEST NO. 2

Produce any and all documents and communications evidencing, concerning, relating to, or supporting the proposition that there exists a bid to purchase the Texas Rangers or TRBP's assets (other than the Greenberg Group).

RESPONSE TO REQUEST NO. 2

Monarch specifically objects to Request No. 2 on the following grounds: (1) it calls for the identification and disclosure of documents that are or information that is protected by the attorney-client privilege, the work product doctrine, and/or other applicable privileges and immunities; (2) it is overbroad and unduly burdensome to the extent it calls for "all" documents and communications related to this subject without specifying a timeframe; (3) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested matters by the Bankruptcy Rules; (4) it seeks discovery that is not reasonably calculated to lead to the discovery of admissible evidence; (5) it seeks discovery related to an ongoing auction and thereby appears to have the improper purpose and may have the improper effect of chilling the bidding process; and (6) it is unreasonably cumulative and duplicative when taken together with the other Second Requests. Monarch will not produce documents in response to this Request.

REQUEST NO. 3

Produce any and all documents and communications evidencing, concerning, or relating to any potential bid, offer, proposal, or bidder for any of the assets or equity of TRBP including, but not limited to, documents and communications with any bidders, potential bidders, or with anyone possibly interested in acquiring some or any of TRBP's assets.

RESPONSE TO REQUEST NO. 3

Monarch specifically objects to Request No. 3 on the following grounds: (1) it calls for the identification and disclosure of documents that are or information that is protected by the attorney-client privilege, the work product doctrine, and/or any other applicable privileges and immunities; (2) it is overbroad and unduly burdensome to the extent it calls for "all" documents and communications related to this subject without specifying a timeframe; (3) it is vague, ambiguous, and incapable of a precise response to the extent it calls for "all" documents and communications relating to bids and bidders such that Monarch cannot determine with sufficient specificity the nature of the documents requested, and must speculate as to the meaning in order to respond; (4) it seeks discovery that is not reasonably calculated to lead to the discovery of admissible evidence; (5) it seeks discovery related to an ongoing auction and thereby appears to have the improper purpose and may have the improper effect of chilling the bidding process; (6) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested matters by the Bankruptcy Rules; and (7) it is unreasonably cumulative and duplicative when taken together with the other Second Requests. Monarch will not produce documents in response to this Request.

REQUEST NO. 4

Produce any and all documents and communications evidencing, concerning, or relating

to any communications with any bidder or potential acquirer of the Texas Rangers franchise or TRBP or any of its assets.

RESPONSE TO REQUEST NO. 4

Monarch specifically objects to Request No. 4 on the following grounds: (1) it calls for the identification and disclosure of documents that are or information that is protected by the attorney-client privilege, the work product doctrine, and/or other applicable privileges and immunities; (2) it is overbroad and unduly burdensome to the extent it calls for "all" documents and communications related to this subject without specifying a timeframe; (3) it is vague, ambiguous, and incapable of a precise response to the extent it calls for "all" documents and communications relating to bidders or potential acquirers such that Monarch cannot determine with sufficient specificity the nature of the documents requested, and must speculate as to the meaning in order to respond; (4) it seeks discovery that is not reasonably calculated to lead to the discovery of admissible evidence; (5) it seeks discovery related to an ongoing auction and thereby appears to have the improper purpose and may have the improper effect of chilling the bidding process; (6) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested matters by the Bankruptcy Rules; and (7) it is unreasonably cumulative and duplicative when taken together with the other Second Requests. Monarch will not produce documents in response to this Request.

REQUEST NO. 5

Produce all draft bidding procedures and pleadings and correspondence related to the same.

RESPONSE TO REQUEST NO. 5

Monarch specifically objects to Request No. 5 on the following grounds: (1) it calls for the identification and disclosure of documents that are or information that is protected by the attorney-client privilege, the work product doctrine, and/or other applicable privileges and immunities; (2) it is overbroad and unduly burdensome to the extent it calls for "all" documents related to this subject without specifying a timeframe; (3) it is vague, ambiguous, and incapable of a precise response to the extent it calls for "all" documents and communications relating to bidding procedures and pleadings and correspondence related to the same such that Morgan cannot determine with sufficient specificity the nature of the documents requested, and must speculate as to the meaning in order to respond; and (4) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested matters by the Bankruptcy Rules. Monarch will not produce documents in response to this Request.

REQUEST NO. 6

Produce any and all documents and communications that you will seek to introduce into evidence or otherwise use at any hearing or trial in this matter.

RESPONSE TO REQUEST NO. 6

Monarch specifically objects to Request No. 6 on the following grounds: (1) it is premature; and (2) it imposes obligations beyond what is required by the Civil Rules, as made applicable to these contested matters by the Bankruptcy Rules. Monarch will identify such documents at the time and in the manner directed by the Bankruptcy Court.

Dated: July 18, 2010
Washington, DC

/s/ *Aaron L. Renenger*
Andrew M. Leblanc (admitted *pro hac vice*)
Aaron L. Renenger (admitted *pro hac vice*)
MILBANK, TWEED, HADLEY & McCLOY LLP
1850 K Street, NW
Suite 1100
Washington, DC 20006
Telephone: 202.835.7500
Email: ALeblanc@milbank.com

Dennis F. Dunne (admitted *pro hac vice*)
MILBANK, TWEED HADLEY & McCLOY LLP
1 Chase Manhattan Plaza
New York, New York 10005
Telephone: 212.530.5000
Email: DDunne@milbank.com

- and -

Daniel C. Stewart, SBT #19206500
Paul E. Heath, SBT #09355050
Richard H. London, SBT #24032678
VINSON & ELKINS LLP
2001 Ross Avenue, Suite 3700
Dallas, TX 75201
Telephone: 214.220.7700
Email: dstewart@velaw.com
pheath@velaw.com
rlondon@velaw.com

Counsel for Monarch Alternative Capital LLC

CERTIFICATE OF SERVICE

I hereby certify that on this 18th day of July, 2010, a true and correct copy of the foregoing was transmitted via email on the parties identified below:

Martin A. Sosland
Weil, Gotshal & Manges LLP
200 Crescent Court, Suite 300
Dallas, Texas 75201
Facsimile: (214) 746-7777
Email: martin.sosland@weil.com

Peter C. D'Apice
Stutzman, Bromberg, Esserman & Plifka P.C.
2323 Bryan Street, Suite 2200
Dallas, Texas 75201
Facsimile: (214) 969-4999
Email: d'apice@sbep-law.com

Glenn Kurtz
White & Case LLP
1155 Avenue of the Americas
New York, NY 10036
Facsimile: (212) 354-8113
Email: gkurtz@whitecase.com

Laura McLaren
Clifford Chance US LLP
31 West 52nd Street
New York, NY 10019
Facsimile: (212) 878-8375
Email: Laura.McLaren@CliffordChance.com

Melinda C. Franek
Latham & Watkins LLP
885 Third Avenue
New York, NY 10022
Facsimile: (212) 751-4864
Email: melinda.franek@lw.com

Paul E. Heath
Vinson & Elkins LLP
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201-2975
Facsimile: (214) 999-7976

Email: pheath@velaw.com

Holland N. O'Neil, Esq.
Gardere Wynne Sewell LLP
1601 Elm Street, Suite 3000
Dallas, Texas 75201
Facsimile: (214) 999-3961
Email: honeil@gardere.com

Daniel C. Stewart
Vinson & Elkins LLP
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201-2975
Facsimile: (214) 999-7761
Email: dstewart@velaw.com

Scott Drake
Fulbright & Jaworski LLP
2200 Ross Avenue
Suite 2800
Dallas, TX 75201
Facsimile: (214) 855-8200
Email: sdrake@fulbright.com

/s/ *Aaron L. Renenger*