

Exhibit A**SUMMARY OF PLAN OBJECTIONS AND THE DEBTOR'S RESPONSES THERETO**

<u>Objector</u>	<u>Objection</u>	<u>Summary of Debtor's Response</u>
SEG of Ohio, Inc. [Docket No. 313]	SEG objects to the Plan ¹ to the extent that it does not specifically exclude from the Plan the state court litigation related to the 40.87 acres owned by BRE. SEG also objects that the Plan does not specifically provide whether the state court will continue to have jurisdiction over this litigation. SEG requests that the Plan clearly state that any Purchaser of the 40.87 acres owned by BRE would take the property subject to the outcome of the state court litigation.	The Debtor is working towards resolution of the objection with counsel for SEG. The Debtor anticipates that upon correction of the lis pendens filed by SEG (which the Debtor believes inadvertently includes a small portion of Debtor property), the Debtor will provide the necessary confirmation to SEG that the Plan will not affect the pending state court litigation against BRE, and SEG will withdraw its objection.
Texas Comptroller [Docket No. 322]	The Comptroller argues that Section 11.6(a) of the Plan should not discharge the Debtor from setoff claims, and that such discharge would be contrary to section 553 of the Bankruptcy Code.	The Debtor believes that modifications made to section 11.6(a) with respect to setoff rights in the Third Amended Plan have resolved this objection. Section 11.6 now provides: 11.6 Term of Injunctions or Stays. (a) Except as otherwise specifically provided herein, all Persons who have held, hold, or may hold Claims against the Debtor are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim against the Post-Effective Date Debtor or the Purchaser, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order against the Post-Effective Date Debtor or the Purchaser with respect to any such Claim, and (iii) creating, perfecting or enforcing any encumbrance of any kind against the Post-Effective Date Debtor or the Purchaser, or against the property

¹ Any capitalized terms not defined herein or in the Motion shall have the meaning ascribed to such term in the Plan.

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		or interests in property of the Post-Effective Date Debtor or the Purchaser with respect to any such Claim.
<p>Dallas County and Tarrant County [Docket No. 362]</p>	<p>The taxing authorities hold a secured tax claim estimated to be \$82,862.38. The deadline for payment of the secured tax claim is February 1, 2011. The taxing authorities object to the Plan on the following grounds: (i) the Plan does not provide post-petition interest for the secured tax claim; (ii) the Plan requires the taxing authorities to seek payment from both the Purchaser and the Debtor; (iii) the Plan does not provide that secured tax liens attach to the sale proceeds; (iv) the Plan does not require the Debtor to set aside sufficient reserves to cover its responsible portion of the tax; (v) the Plan allows for payment of Equity Interests prior to payment of secured tax obligations; (vi) the injunction may impair the taxing authorities' ability to receive full payment of the taxes owed.</p>	<p>The Debtor responds to each item in the objection as follows:</p> <p>(i) The Debtor submits that the taxes are not due and owing and are therefore not entitled to postpetition interest.</p> <p>(ii) and (iii) Section 4.5(b) of the Plan provides taxing authorities with all the relief they are entitled to under section 1129(a)(9) of the Bankruptcy Code. The Debtor believes that section 4.5(b) of the Third Amended Plan adequately protects taxing authorities by allowing the taxing authorities to retain their existing liens if the assets are assumed by the Purchaser and receive payment in cash when the claim becomes due and owing. If the assets are not assumed, the taxing authority will also retain its existing liens and receive cash upon the later of: (i) the Effective Date and (ii) the date the tax becomes due and owing.</p> <p>Specifically, section 4.5(b) provides as follows:</p> <p><u>Distributions.</u> Each holder of an Allowed Secured Tax Claim that is assumed by the Purchaser under the Asset Purchase Agreement shall retain its existing lien, if any, in the Purchased Assets, and shall be paid in Cash by the Purchaser when such Allowed Secured Tax Claim becomes due and owing in the ordinary course of business. With respect to any Allowed Secured Tax Claim that is not assumed by the Purchaser, except to the extent that a holder of any other Allowed Secured Tax Claim against the Debtor agrees to a different treatment, each such holder shall retain its existing lien, if any, and shall receive, in full satisfaction, settlement, release, and discharge of, and in exchange for, such Allowed Secured Tax Claim, Cash in an amount equal to such Allowed</p>

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		<p>Secured Tax Claim, on or as soon as reasonably practicable after the later of (i) the Effective Date and (ii) the date such Allowed Secured Tax Claim becomes due and owing in the ordinary course of business.</p> <p>(iv) and (v) Pursuant to section 6.2, the Debtor will make appropriate reserves for claims before providing distributions to Equity Interests.</p> <p>(vi) The Debtor has amended the confirmation order to include a provision which limits the injunction with respect to governmental agencies.</p>
<p>ARC Holding, Ltd. and Fox Cable Ventures, Inc. [Docket No. 452]</p>	<p>Fox Sports objects on the following grounds:</p> <p>(i) Articles 11.3, 11.4 & 11.6 of the Plan provide broad debtor discharges, releases, exculpations and injunctions that are beyond the scope permitted by sections 524(e) and 1141(d)(3) of the Bankruptcy Code. To the extent exculpations go beyond the Debtor or its property, it must be limited. Creditors and potential plaintiffs right to assert claims against the Debtor's parent entities and other affiliated persons or entities should be preserved. The Plan needs to be clearer as to who the beneficiaries of such releases, exculpations and injunctions are, especially if the beneficiaries are fiduciaries owing duties to creditors and equity holders.</p> <p>(ii) Fox Sports objects to any alteration of its setoff and recoupment rights under section 11.6 (a)(iv), in the absence of its consent.</p> <p>(iii) Fox Sports reserves its rights relating to assignment of the Telecast Rights Agreements, including, but without limitation, its right to receive adequate assurance of future performance from potential Qualified Bidders. Fox Sports further reserves all of its rights to recoup and/or offset.</p>	<p>The Debtor responds to each item in the objection as follows:</p> <p>(i) As more particularly discussed in the Debtor's Brief, the Debtor submits that all discharges, exculpations and injunctions in the Third Amended Plan are consistent with the Bankruptcy Code and applicable Fifth Circuit authority.</p> <p>(ii) The Debtor believes that modifications made to section 11.6(a) with respect to setoff rights in the Third Amended Plan have resolved this portion of the Fox Sports objection. Section 11.6 now provides:</p> <p>11.6 Term of Injunctions or Stays.</p> <p>(a) Except as otherwise specifically provided herein, all Persons who have held, hold, or may hold Claims against the Debtor are permanently enjoined, from and after the Effective Date, from (i) commencing or continuing in any manner any action or other proceeding of any kind on any such Claim against the Post-Effective Date Debtor or the Purchaser, (ii) the enforcement, attachment, collection or recovery by any manner or means of any judgment, award, decree or order</p>

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		<p>against the Post-Effective Date Debtor or the Purchaser with respect to any such Claim, and (iii) creating, perfecting or enforcing any encumbrance of any kind against the Post-Effective Date Debtor or the Purchaser, or against the property or interests in property of the Post-Effective Date Debtor or the Purchaser with respect to any such Claim.</p> <p>(iii) The Debtor and the Purchaser will submit evidence at the confirmation hearing sufficient to prove adequate assurance of future performance. The Debtor expects to resolve any disputes regarding assumption and assignment of executory contracts under section 365 of the Bankruptcy Code, including disputes related to adequate assurance and cure amounts prior to the Confirmation Hearing.</p>
<p>Unsecured Creditors' Committee [Docket No. 455]</p>	<p>The UCC objects on the following grounds:</p> <p>(i) Lack of evidence of adequate assurance of future performance. The Major League Players Association requires TRBP to maintain a fund to secure deferred compensation obligations. No monies are currently being held in escrow for this purpose. Neither the APA or Plan requires the Purchaser to maintain such escrow fund.</p> <p>(ii) The Unsecured Creditors Committee has not received two other elements of adequate assurance of future performance, namely (a) financial ability to satisfy obligations in the future, and (b) a commitment to pay when due, versus "in due course" as provided in the APA.</p> <p>(iii) The CRO's substantive consolidation motion does not make it clear whether those general unsecured claims assumed by the purchaser will be subject to the substantive consolidation motion, potential claw back or any other claims of the consolidated entities. The Committee requests that language be added to the Plan and to any Plan confirmation order, to insure that all unsecured claims,</p>	<p>The Debtor responds to each item in the objection as follows:</p> <p>(i) Upon closing of the Asset Purchase Agreement (the "<u>APA</u>"), the Purchaser will be in compliance with the deferred compensation requirements of the Collective Bargaining Agreement. Section 7.10 of the APA requires the Purchaser to fund the amount of the deferred compensation obligations of the Texas Rangers as required under the Collective Bargaining Agreement. In addition, pursuant to section 9.2(f) of the APA, it is a condition to the obligation of the Debtor to close that the Purchaser deposit funds with MLB in cash (or in a form otherwise approved by MLB) that satisfies the funding of the deferred compensation obligations of the Debtor pursuant to the Collective Bargaining Agreement. Furthermore, all deferred compensation obligations are Assumed Liabilities of Purchaser.</p> <p>(ii) The Debtor and the Purchaser will submit evidence at the confirmation hearing sufficient to prove adequate assurance of future performance. The Debtor expects to resolve any</p>

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	<p>whether or not assumed by a Purchaser, be free of any claw back claim or any other right of recovery.</p> <p>(iv) Section 6.2(d) -The Committee requests that there be a more formal process for determining an “appropriate reserve” to pay any claims that are not assumed by the Purchaser.</p> <p>(v) Section 13.14 of the Plan – Committee requests that this provision be clarified to make it clear that the professionals for the Committee will be paid after the Effective Date for work performed though the Effective Date (subject to all other fee guidelines and orders of the Court).</p>	<p>disputes regarding assumption and assignment of executory contracts under section 365 of the Bankruptcy Code, including disputes related to adequate assurance and cure amounts prior to the Confirmation Hearing.</p> <p>Under the APA, the Purchaser will pay assumed liabilities in due course. The assumed liabilities will be liabilities of the Purchaser after closing, so to the extent the Purchaser does not pay the liabilities when due, then the Purchaser will be liable for the resulting interest, fees or other penalties. In addition, to the extent that such non-payment results in additional liability, the Purchaser is not only responsible for that liability (due to the assumption of such liability), but also agrees to indemnify the Debtor for those liabilities.</p> <p>(iii) The Debtor does not believe that a confirmed bankruptcy case can be substantively consolidated post-confirmation, with the consequence of creditors being subjected to claw back or other disgorgement actions to recover distributions made pursuant to a final confirmation order. The Debtor believes that a claw back of distributions could occur only upon a revocation of a confirmation order under section 1144 of the Bankruptcy Code. To the extent the Court believes a creditor's distribution could potentially be subject to disgorgement, the Debtor requests that the Court include an appropriate provision in the confirmation order to adequately protect general unsecured creditors from disgorgement of distributions made under a confirmed plan.</p> <p>(iv) The Debtor believes that modifications made to section 6.2(d) with respect to reserves in the Third Amended Plan resolves this portion of the Committee's objection. Section 6.2(d) now provides:</p> <p><u>Post-Effective Date Actions.</u> On or after the Effective Date,</p>

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		<p>TRBP shall be authorized to distribute the proceeds received by TRBP from the consummation of the transactions contemplated by the Asset Purchase Agreement to the holders of Equity Interests in accordance with its existing partnership agreement after making any <i>appropriate reserves for (i) any litigation claims against TRBP existing on the Effective Date, (ii) any potential future litigation claims, and (iii) any other Claims not yet paid, to the extent required by state law and as required under the Asset Purchase Agreement, including without limitation, all Class 8 Claims.</i> Thereafter, without the need for further action, TRBP may be dissolved or otherwise consolidated.</p> <p>(v) The Debtor believes that modifications made to section 13.14 with respect to compensation of professionals in the Third Amended Plan resolve this portion of the Committee's objection. Section 13.14 now provides:</p> <p>13.14 <i>Dissolution of any Statutory Committee and Cessation of Fee and Expense Payment.</i></p> <p>Any Committee appointed in the Chapter 11 Case shall be dissolved on the Effective Date and the retention or employment of any advisors or professionals retained by the Committee, including, without limitation, accountants, attorneys and financial advisors will terminate. <i>Subject to the provisions of Section 2.2 hereof,</i> after the Effective Date, the Post-Effective Date Debtor shall no longer be responsible for paying any fees and expenses incurred by the members of any advisors or professionals retained by the Committee.</p>

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<p>United States Trustee [Docket No. 458]</p>	<p>The US Trustee objects to the following: (i) lack of a “No Government Release” provision; (ii) broad retention of jurisdiction, exculpation and release provisions; and (iii) setoff rights for government authority not preserved</p>	<p>The Debtor responds to each item in the objection as follows:</p> <p>(i) The Debtor has amended the confirmation order to include a provision which limits the discharge and injunction of the Debtor with respect to governmental agencies. Section 11.6(c) provides as follows: Notwithstanding anything herein to the contrary, nothing in the Plan or the Confirmation Order shall operate as a waiver of or a release or exculpation of any claim or cause of action or action for regulatory compliance (x) held by a Governmental Unit against any non-Debtor, or (y) held by a Governmental Unit against any Debtor, other than those Claims of any Governmental Unit that are subject to the deadlines for filing proofs of claim (clauses (x) and (y) collectively referred to herein as the “<u>Non-Released Government Claims</u>”). Nor shall anything in the Plan or the Confirmation Order enjoin any Governmental Unit from bringing any claim, suit, action, or other proceeding against any party or person for liability under any Non-Released Government Claim.</p> <p>(ii) The Debtor submits that all discharges, exculpations and injunctions in the Third Amended Plan are consistent with the Bankruptcy Code and applicable Fifth Circuit authority.</p> <p>(iii) The Debtor also believes that the modification of section 11.6(a) with respect to setoff rights in the Third Amended Plan has resolved this portion of the US Trustee’s objection.</p>

CURE RELATED OBJECTIONS

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New Era Cap, Inc. [Docket No. 307]	New Era objects to the proposed Cure Amount of \$0 as inadequate for the amounts owed by the Debtor under the Purchase Agreement, dated as of July 24, 1998. New Era owes amounts to the Debtor in connection with an Advertising Agreement, dated April 28, 2008. New Era also objects to the extent the Plan eliminates New Era's right to setoff.	The Debtor and New Era have stipulated as to the amounts owed by each party under the New Era contract and have agreed to setoff terms. The Debtor owes New Era \$63,225.23 prepetition, and New Era owes the Debtor \$106,090 prepetition. After setoff, New Era will pay the remaining balance of \$42,864.77 to the Debtor. The Debtor and New Era expect to enter into an agreed stipulation to resolve this objection.
Concussion, LLP [Docket No. 308]	Concussion prepaid \$200K related to a Sponsorship Agreement for the 2010 season (of which approximately \$100,000 of services must still be performed by TRBP/Purchaser). Concussion requests (i) confirmation that the Sponsorship Agreement will be assigned to the Purchaser and (ii) adequate assurance of future performance.	The Debtor expects to resolve this objection by providing confirmation to Concussion that the sponsorship agreement will be assumed and assigned to the Purchaser. The Debtor and the Purchaser will submit evidence at the confirmation hearing sufficient to prove adequate assurance of future performance. The Debtor expects to resolve any disputes regarding assumption and assignment of executory contracts under section 365 of the Bankruptcy Code, including disputes related to adequate assurance and cure amounts prior to the Confirmation Hearing.
KONE, Inc. [Docket No. 446]	KONE requests that the cure amount with respect to its contract should be revised from \$10,533.79 to \$48,676.70. The Debtor should also provide adequate assurance of future performance to pay the cure amount.	The Debtor and KONE have stipulated as to the amounts owed by the Debtor under the KONE contract. The Debtor has agreed to revise the cure amount to \$48,676.70. The Debtor and New Era expect to enter into an agreed stipulation to resolve this objection. The Debtor and the Purchaser will submit evidence at the confirmation hearing sufficient to prove adequate assurance of future performance. The Debtor expects to resolve any disputes regarding assumption and assignment of executory contracts under section 365 of the Bankruptcy Code, including disputes related to adequate assurance and cure amounts prior

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		to the Confirmation Hearing.
<p>Alex Rodriguez [Docket No. 447]</p>	<p>Alex Rodriguez objects to the assumption and assignment of his contract with TRBP due to the lack of evidence of adequate assurance of future performance. Alex Rodriguez requests evidence of the following: (i) amounts held in escrow to secure deferred compensation obligations as required by the collective bargaining agreement; (ii) financial ability to satisfy future obligations; and (iii) commitment to pay when due versus "in due course" as provided in the APA.</p> <p>Alex Rodriguez also objects to the Plan and 363 Order to the extent that the Plan and 363 Order fail to specify that upon assumption of Alex Rodriguez's contracts by the Purchaser, he has no liability to the estate and cannot be subject to any clawback associated with the claim.</p>	<p>The Debtor references the response provided above with respect to the Unsecured Creditors Committee's objection.</p>
<p>Office of the Commissioner of Baseball [Docket No. 448]</p>	<p>The Office of the Commissioner of Baseball objects to proposed cure amounts, having determined that additional amounts are due as cure amounts in connection with the assumption and assignment of the MLB Entity Contracts. Without payment of such amounts (as set out in the MLB Cure Schedule) or adequate assurance of the prompt cure of such amounts, TRBP's assumption and assignment of the MLB Entity Contracts will not satisfy section 365 of the Bankruptcy Code.</p>	<p>The Debtor is currently reviewing the cure amounts proposed by the Office of the Commissioner of Baseball. The Debtor anticipates entering into a stipulation to resolve this objection.</p>

RESERVATION OF RIGHTS

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<p>Major League Baseball Players Association</p>	<p>[Reservation of Rights] MLBPA supports the Plan or 363 Sale but reserve their</p>	<p>The Debtor and the Purchaser will submit evidence at the confirmation hearing to address the MLBPA's concerns, as</p>

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[Docket No. 449]	rights to object pending (i) the identification of the Purchaser; (ii) the assumption of the Basic Agreement in its entirety; (iii) evidence of adequate assurance of future performance; and (iv) cure of defaults.	necessary.
Office of the Commissioner of Baseball [Docket No. 450]	[Reservation of Rights] The Office of the Commissioner of Baseball (“ BOC ”) supports the Plan or 363 Sale but reserve their rights pending identification of the Purchaser and to object to the extent the Sale Motion and 363 Order is inconsistent with the Bid Procedures Order. Specifically, the sale and order confirming the sale is subject to MLB Approval.	The Debtor and the Purchaser will submit evidence at the confirmation hearing to address the BOC’s concerns, as necessary.
City of Arlington and Arlington Sports Facilities Development Authority [Docket No. 457]	[Reservation of Rights] City of Arlington and Arlington Sports Facilities Development Authority reserves their rights to object pending (i) the identification of the Purchaser and (ii) evidence of adequate assurance of future performance.	The Debtor and the Purchaser will submit evidence at the confirmation hearing to address the City of Arlington and Arlington Sports Facilities Development Authority’s concerns, as necessary.