

ENTERED

TAWANA C. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET



The following constitutes the ruling of the court and has the force and effect therein described.

Stacy H. C. George
United States Bankruptcy Judge

Signed August 05, 2010

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

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

**ORDER CONFIRMING THE PLAN OF REORGANIZATION OF TEXAS RANGERS
BASEBALL PARTNERS UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

The Prepackaged Plan of Reorganization of Texas Rangers Baseball Partners Under Chapter 11 of the Bankruptcy Code, filed on May 24, 2010 [Docket No. 31] (as modified by modifications filed on June 6, 2010 [Docket No. 227] (the "Amended Plan"), June 25, 2010 [Docket No. 276] (the "Second Amended Plan"), on July 30, 2010 [Docket No. 479] (the "Third Amended Plan"), and on August 5, 2010 [Docket No. 532] (the "Fourth Amended Plan"), and as may be further modified, the "Plan") having been

transmitted to all holders of Claims¹ and Equity Interests in Class 2 (First Lien Holder Claims), Class 3 (Second Lien Holder Claims), and Class 12 (TRBP Equity Interests)² and the Summary of Prepackaged Plan of Reorganization and Notice of Hearing to Consider Confirmation of Plan of Reorganization having been transmitted to all parties in interest, in each case pursuant to the Order (I) Approving The Disclosure Statement, (II) Approving The Procedures To Solicit Acceptance Of The Debtor's Prepackaged Plan (If Needed), Including Ballots And Notices Relating Thereto, (III) Scheduling A Confirmation Hearing, And (IV) Establishing Notice And Objection Procedures For Confirmation Of The Debtor's Prepackaged Plan, dated June 21, 2010 [Docket No. 254] (the "Disclosure Statement Order"); and

It having been determined after hearing on notice that the requirements for confirmation set forth in 11 U.S.C. § 1129(a) or, *if appropriate*, 11 U.S.C. § 1129(b) have been satisfied;

IT IS ORDERED that:

The Plan is confirmed.

The Debtor, the Purchaser, or the Disbursing Agent must pay the U.S. Trustee's quarterly fees through closing of the Chapter 11 Case.

The Debtor or the Disbursing Agent must file post-confirmation reports.

The Debtor and/or the Purchasers are authorized to file this Order in the Deed Records of Tarrant County, Texas and Dallas County, Texas, and with the Secretary of State of Texas as evidence of the release, termination, expunction, and discharge of any and all liens, claims, interests and encumbrances, including, but limited to, Liens, on, in, to or against the Purchased Assets.

Purchasers are good faith purchasers of the Purchased Assets and will be acting in good faith in closing the transaction contemplated by the Asset Purchase Agreement pursuant to this Order on the Effective Date of the Plan.

¹ Capitalized terms used but not otherwise defined shall have the meanings ascribed to them in the Plan.

² All other Classes are unimpaired under the Plan and not entitled to vote.

The transfer of the Purchased Assets to the Purchaser under the Asset Purchase Agreement on or after the Effective Date shall be a legal, valid, and effective transfer of the Purchased Assets, and shall vest the Purchaser with all right, title, and interest of the Debtor to the Purchased Assets free and clear of all liens, claims (as defined in section 101(5) of the Bankruptcy Code, and including, without limitation, successor liability claims), encumbrances, obligations, liabilities, demands, guarantees, options, rights, restrictions, contractual commitments, rights of first refusal or interests of any kind or nature whatsoever, whether known or unknown, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or after the commencement of this chapter 11 case, and whether imposed by agreement, understanding, law, equity or otherwise (collectively, the “Released Liens”), including, but not limited to, (i) those that purport to give to any party a right or option to effect any forfeiture, modification or termination of the Debtor’s interests in the Purchased Assets, or any similar rights, (ii) those relating to taxes arising under or out of, in connection with, or in any way relating to the operation of the Property prior to the closing of the sale, (iii) those arising under all mortgages, deeds of trust, security interests, conditional sale or other title retention agreements, pledges, liens, judgments, demands, encumbrances, rights of first refusal or charges of any kind or nature, if any, including without limitation any restriction on the use, voting, transfer, receipt of income or other exercise of any attributes of ownership, and (iv) those arising in connection with any agreements, acts, or failures to act, of Debtor or any of the Debtor’s predecessors, affiliates, or representatives, including, but not limited to, Released Liens arising under any bulk-transfer laws, doctrines of successor liability or similar theories. For the further avoidance of doubt, and without limiting the effect of any of the foregoing, the transfer, assumption and assignment, of any of the executory contracts shall be free and clear of all Released Liens.

Except as otherwise provided in the Plan and as contemplated under the Asset Purchase Agreement:

- (a) the transfer of the Purchased Assets to the Purchaser under the Asset Purchase

Agreement shall not result in the Purchaser having any liability or responsibility (i) for any Claim against the Debtor or against an insider of the Debtor, and (ii) to the Debtor or to third parties, or (iii) for the satisfaction in any manner, whether at law or in equity, whether by payment, setoff or otherwise, directly or indirectly, of any Released Liens. Without limiting the effect or scope of the foregoing, to the fullest extent permitted by law, the transfer of the Purchased Assets from the Debtor to the Purchaser shall not subject the Purchaser or its affiliates, successors or assigns or their respective properties (including the Purchased Assets) to any liability for Released Liens against the Debtor in such Purchased Assets by reason of such transfer under the laws of the United States or any state, territory or possession thereof, or the District of Columbia, applicable to such transactions, including, without limitation, any bulk-transfer laws, successor liability, or similar theories; and

- (b) as a result of the closing of the transactions contemplated by the Asset Purchase Agreement, the Purchaser shall have no successor or vicarious liabilities of any kind or character, including, but not limited to, any theory of antitrust, environmental, successor or transferee liability, labor law, alter ego, veil piercing, continuity of enterprise, mere continuation, product line, de facto merger, or substantial continuity, whether known or unknown, legal or equitable, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, asserted or unasserted, whether arising prior to or subsequent to the commencement of this chapter 11 case, whether imposed by agreement, understanding, law, equity, or otherwise with respect to the Debtor or any obligations of the Debtor arising prior to the closing date, including, but not limited to, liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the Purchased Assets prior to the Effective Date.

The injunctions contained in the Plan, including, but not limited to, those provided in Section 11.6(a) of the Plan, are hereby authorized, approved and binding on all Persons described therein.

Pursuant to Section 11.6(a) of the Plan, this Order shall, except as otherwise expressly provided herein or in the Plan, constitute an injunction from and after the Effective Date, permanently enjoining all Persons who have held, hold or may hold Claims against the Debtor 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 or interests in property of the Post-

Effective Date Debtor or the Purchaser with respect to any such Claim. Pursuant to Section 11.6(b) of the Plan, unless otherwise provided in the Plan, all injunctions or stays arising under or entered during the Chapter 11 Case under sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date.

This Order shall be effective and enforceable unless stayed by a court of competent jurisdiction prior to 12:00 p.m. (Central Time), August 10, 2010.

The Court shall supplement this Order with appropriate findings and conclusions by 12:00 p.m. (Central Time), August 10, 2010.

A copy of the confirmed Plan is attached [see Doc. Entry No. 532].

***END OF ORDER ***