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Debtor in Possession

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

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

**DEBTOR’S MOTION PURSUANT TO SECTIONS 105(a), 327, 328,  
AND 330 OF THE BANKRUPTCY CODE FOR AUTHORIZATION  
TO (I) EMPLOY PROFESSIONALS UTILIZED IN THE ORDINARY  
COURSE OF BUSINESS AND, (II) IMPLEMENT CERTAIN PROCEDURES  
TO RETAIN, COMPENSATE, AND REIMBURSE SUCH PROFESSIONALS**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Texas Rangers Baseball Partners (“TRBP” or the “Debtor”) hereby files this motion (the “Motion”) for authorization to (i) employ professionals utilized in the ordinary course of business (“Ordinary Course Professionals”) and (ii) implement certain procedures to retain, compensate, and reimburse such professionals. In support of the Motion, the Debtor

submits the Declaration of Kellie L. Fischer in Support of the Debtor's Chapter 11 Petition and Requests for First Day Relief (the "Fischer Declaration"), filed contemporaneously herewith, and respectfully represents as follows:

### **Background**

1. On the date hereof (the "Commencement Date"), the Debtor commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code"). The Debtor is authorized to continue to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

### **TRBP Partnership Structure**

2. TRBP owns and operates the Texas Rangers Major League Baseball Club, a professional baseball club (the "Texas Rangers") in the Dallas/Fort Worth Metroplex, pursuant to the Major League Constitution (the "Major League Constitution") and the Membership Agreement, dated as of November 18, 1960, by and between The American League of Professional Baseball Clubs, as assumed by the Office of the Commissioner of Baseball (the "BOC"), and WBC Baseball Club, Inc., as assumed by TRBP pursuant to an Assumption Agreement, dated as of June 16, 1998.

3. TRBP is a Texas general partnership, in which Rangers Equity Holdings, L.P. ("Rangers Equity LP"), a Delaware limited partnership, holds a 99% partnership interest and Rangers Equity Holdings GP, LLC ("Rangers Equity GP"), a Texas limited liability company, holds a 1% partnership interest. Rangers Equity GP is a wholly-owned subsidiary of Rangers Equity LP. Both Rangers Equity LP and Rangers Equity GP are holding companies with no operating assets and are indirect, wholly-owned subsidiaries of HSG Sports Group LLC ("HSG"). HSG is a sports and entertainment holding company, which is an affiliate of, and

indirectly controlled by, Thomas O. Hicks (“Mr. Hicks”). The Texas Rangers have had five owners since the team moved to Arlington in 1972. Mr. Hicks became the fifth owner in the history of the Texas Rangers on June 16, 1998, when HSG completed the acquisition of the franchise from the George W. Bush/Edward W. Rose partnership.

### **Major League Baseball**

4. With a history and tradition dating back to 1869, professional baseball is one of America’s oldest organized league sports. From April through the end of September every year, Major League Baseball (“MLB”) runs a 162-game regular season. MLB’s clubs are divided into two leagues (American and National) and six divisions (AL East, AL Central, AL West, NL East, NL Central and NL West).

5. The BOC, doing business as Major League Baseball, is an unincorporated association of its 30 member clubs. It is headquartered in New York City and is governed by the Major League Constitution. The primary purpose of the BOC is to undertake centralized activities on behalf of the 30 clubs. Among other things, the BOC hires and maintains the sport’s umpiring crews, and negotiates marketing, labor, and television contracts.

### **The Texas Rangers**

6. The Texas Rangers are located in the fourth largest metropolitan area and the largest metropolitan market with a single MLB franchise. The Texas Rangers are one of only 30 MLB franchises and one of two MLB clubs in the state of Texas and its bordering states. The Texas Rangers have a rich and colorful history and have established themselves as a young, up-and-coming contender supported by a strong fan base. The team’s executives have successfully combined players from their farm system with key veterans to produce a team that today is in first place in the American League’s West Division. Founded in 1961 as the second incarnation of the Washington Senators, the franchise moved to Texas in 1972 and currently competes in the

American League West together with the Los Angeles Angels of Anaheim, the Oakland Athletics, and the Seattle Mariners.

7. The Texas Rangers' home field, the Rangers Ballpark in Arlington (the "Ballpark"), is located in Arlington, Texas and is an open-air, natural grass ballpark that was designed and built with tradition and intimacy in mind. The proximity of the fans to the action is one of the closest in MLB. The overall seating of the Ballpark is 49,170 seats on five levels, making it MLB's sixth largest ballpark.

### **Prepetition Indebtedness**

8. Pursuant to that certain First Lien Credit Agreement and that certain Second Lien Credit Agreement (together, the "HSG Credit Agreement"), HSG and certain affiliates of HSG are indebted to the Lenders (as defined below) in the amount of \$525 million. The HSG Credit Agreement is guaranteed by certain of HSG's subsidiaries, although the guaranties of the Texas Rangers and the security interests securing them are limited to \$75 million (the "TRBP Guaranty Cap"). The First Lien Credit Agreement is secured by a first lien on substantially all of the assets of HSG and its affiliates including a pledge of the equity interests those entities have in their subsidiaries, including TRBP, and the Second Lien Credit Agreement is secured by a second lien on substantially all of the assets of HSG, its affiliates, including a pledge of the equity interests those entities have in their subsidiaries, including TRBP.

9. TRBP is also party to that certain Amended and Restated Secured Revolving Promissory Note, dated November 25, 2009, by TRBP in favor of Baseball Finance LLC, an affiliate of the BOC (the "Baseball Finance Note"). Pursuant to the Baseball Finance Note, Baseball Finance agreed to make available to TRBP a secured revolving loan facility in an aggregate principal amount not to exceed \$25 million. The loans under the Baseball Finance

Note are secured by liens on substantially all of the assets of TRBP that are junior in priority to the liens granted pursuant to the HSG Credit Agreement that are subject to the TRBP Guaranty Cap. As of the Commencement Date, approximately \$18.45 million in principal is outstanding under the Baseball Finance Note, plus accrued interest.

### **Events Leading to TRBP's Chapter 11 Filing**

10. Since 2005, TRBP has experienced, and continues to experience, cash flow deficiencies. For the entire period that Mr. Hicks has owned the Texas Rangers, he has provided financial support to the team through capital contributions and loans to HSG in excess of \$100 million.

11. Beginning in August 2008, HSG retained advisors to provide financial advice and assistance in connection with a capital raise, potential restructuring, or sale. While HSG and TRBP explored their options, TRBP continued to suffer operating losses. As a result of such losses, HSG was unable to service its \$525 million long-term debt obligations under the HSG Credit Agreement. On March 31, 2009, HSG failed to make a scheduled interest payment under the HSG Credit Agreement, and on April 7, 2009, the lenders to the HSG Credit Agreement (the "Lenders") accelerated the entire amount of indebtedness thereunder. As a result of the acceleration, the Lenders under the HSG Credit Agreement have claims against TRBP on account of TRBP's secured guaranty of \$75 million of such indebtedness, as discussed above.

### **Sale Process**

12. During the second half of 2008 and throughout 2009, HSG and TRBP, in conjunction with their advisors, pursued a variety of options for a capital raise or a sale of the Texas Rangers. Ultimately, they concluded that a sale of the Texas Rangers was the only viable option. A lengthy and active marketing process culminated with an agreement among HSG, TRBP and Rangers Baseball Express LLC (the "Purchaser"), whose principals include the

current President of the Texas Rangers, Nolan Ryan, and Chuck Greenberg, a sports lawyer and minor league club owner, dated as of January 23, 2010 (the “January APA”), governing the sale of the Texas Rangers franchise and certain related assets.

13. Pursuant to the terms of the January APA, consummation of the sale required, among other closing conditions, the consent of the Lenders pursuant to the terms of the HSG Credit Agreement. Despite HSG’s, TRBP’s, and the Purchaser’s lengthy good faith negotiations with the Lenders following the execution of the January APA, the Lenders refused to consent to the transactions contemplated by the January APA and thus prevented TRBP from moving forward with the sale of the Texas Rangers. Ultimately, TRBP, in consultation with MLB, concluded that a chapter 11 filing designed to facilitate a sale of TRBP’s assets to the Purchaser (the “Sale”) pursuant to a prepackaged plan of reorganization (“the Prepackaged Plan”) was the most efficient manner in which to consummate the Sale and was, therefore, in the best interests of the Texas Rangers franchise, its fans, MLB and all other parties involved, including TRBP’s creditors. As described herein, the Prepackaged Plan will facilitate the sale of the Texas Rangers franchise to the Purchaser and the payment of all of TRBP’s creditors in full, allowing the Texas Rangers franchise to compete successfully on and off the field with assurance of long-term financial stability.

#### **Asset Purchase Agreement**

14. On May 23, 2010, after further negotiation, in anticipation of the implementation and consummation of the Sale through a chapter 11 plan of reorganization, the parties to the January APA terminated the January APA and entered into that certain Asset

Purchase Agreement (the “Asset Purchase Agreement”) for the sale of the Texas Rangers franchise and certain related assets.<sup>1</sup>

15. Under the Asset Purchase Agreement, substantially all of the Debtor’s assets, including the Texas Rangers franchise and substantially all contractual rights related the operation of the Texas Rangers will be sold to the Purchaser. The aggregate consideration paid and obligations assumed by the Purchaser at the Closing will equal more than \$500 million. Pursuant to the Sale, the Purchaser will also assume virtually all of the obligations of the Texas Rangers, including deferred compensation obligations, sponsorship, ticketholder, employee and specified tax obligations, with the exception of certain excluded liabilities that will be paid under the Prepackaged Plan. Under the Asset Purchase Agreement and the Prepackaged Plan, TRBP also intends to assume and assign to the Purchaser all contracts relating to the Texas Rangers franchise, including all marketing, media, advertising, and merchandising contracts, all minor league and major league player contracts and certain real property Leases. The Sale anticipates a complete and orderly transition of the operations of the team — all tickets to games and other events will be fully honored, and all employees will keep their jobs. Although accomplished through a chapter 11 plan, the Sale will resemble in all significant respects the sale of any other sports franchise.

16. The Sale will allow TRBP’s creditors that are Lenders under the HSG Credit Agreement to recover 100 percent of their guaranty claims against TRBP. As described more fully below, subject to Court approval, the Sale is expected to be completed by mid-

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<sup>1</sup> A more thorough description of the Asset Purchase Agreement and the Prepackaged Plan are contained in the Declaration of Kellie L. Fischer in Support of Debtor’s Chapter 11 Petition and Request for First Day Relief, filed contemporaneously herewith and incorporated herein by reference.

summer, allowing the franchise to exit the chapter 11 process expeditiously in order to reduce any potential adverse impact to the Texas Rangers and its operations.

### **MLB Approval**

17. The Debtor, as a member of Major League Baseball, is subject to the rules and regulations of MLB. In particular, any sale of the Texas Rangers franchise cannot be consummated without first obtaining the requisite approval from the BOC and 75% of the MLB clubs. The sale of any MLB club must comply with the process set forth in the Major League Constitution and the MLB ownership guidelines. Accordingly, TRBP has worked very closely with MLB throughout the negotiation of the Asset Purchase Agreement and all related events leading to the filing of the chapter 11 case. As of the date hereof, the Debtor is not aware of any opposition by MLB or the requisite percentage of MLB clubs required to consent to the Sale.

### **The Prepackaged Plan**

18. As stated above, concurrently herewith, the Debtor has filed its Prepackaged Plan. The primary purpose of the Prepackaged Plan is to bridge the impasse between TRBP and the Lenders under the HSG Credit Agreement and to effectuate the Sale of the Texas Rangers franchise to the Purchaser and satisfy TRBP's creditors in full.

19. The Prepackaged Plan provides for the Sale to be consummated on the effective date (the "Effective Date") and sets forth the distribution that each class of the Debtor's creditors and equity holders is to receive on the Effective Date under the Prepackaged Plan. All TRBP's creditors will be paid in full under the Prepackaged Plan or have their claims assumed by the Purchaser under the Asset Purchase Agreement. Specifically, each holder of an (i) Allowed Priority Non-Tax Claim, (ii) Allowed First Lien Holder Claim, (iii) Allowed Second Lien Holder Claim, (iv) Allowed MLB Prepetition Claim, (v) Allowed Secured Tax Claim, (vi) Allowed Other Secured Claim, (vii) Allowed Assumed General Unsecured Claim,



(viii) Allowed Non-Assumed General Unsecured Claim, (ix) Allowed Emerald Diamond Claim, (x) Allowed Overdraft Protection Agreement Claim, (xi) Allowed Intercompany Claim, and (xii) Allowed TRBP Equity Interest (all as defined in the Prepackaged Plan) is unimpaired and will be paid in full.

20. Additionally, TRBP believes that the Purchaser will build on past team successes and that the future of the Texas Rangers will be in the hands of an ownership group that will be a good steward for the game.

21. TRBP believes that because the Prepackaged Plan satisfies in full all claims against TRBP, is supported by TRBP's equity holders, and will lead to the least disruption to the Texas Rangers' business of playing baseball, the Prepackaged Plan is in the best interests of the Texas Rangers franchise and all parties in interest.

### **Jurisdiction**

22. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **Relief Requested**

23. By this Motion, the Debtor requests, pursuant to sections 105(a), 327, 328, and 330 of the Bankruptcy Code, authorization to (a) establish certain procedures to retain Ordinary Course Professionals without formal retention applications or the issuance of separate retention orders for each individual professional and (b) compensate and reimburse such professionals without the filing of individual fee applications. An initial list of Ordinary Course Professionals (the "OCP List") is attached hereto as Exhibit A.

### **Proposed Procedures**

24. The Debtor desires to continue to employ the Ordinary Course Professionals to render a wide variety of professional services to its estate in the same manner and for the same purposes as the Ordinary Course Professionals was retained before the Commencement Date. In the past, these professionals have provided professional services relating to such broad topics as litigation, regulatory matters, general corporate counseling, architectural services, public relations, market research and tax, as well as other services relating to issues that have a direct and significant impact on the Debtor's day-to-day operations. It is essential that the employment of these Ordinary Course Professionals, many of which are already familiar with the Debtor's business and financial affairs, be continued in order to avoid disruption of the Debtor's normal business operations.

25. The proposed employment of the Ordinary Course Professionals and the payment of monthly compensation on the terms set forth herein are in the best interests of the Debtor's estate and creditors. The relief requested will save the estate the substantial expenses associated with applying separately for the employment of each Ordinary Course Professional. Further, the relief requested will avoid the incurrence of additional fees relating to the preparation and prosecution of interim fee applications for each Ordinary Course Professional. Likewise, the procedure outlined below will relieve the Court, the Office of the United States Trustee for the Northern District of Texas (the "U.S. Trustee"), and the Official Committee of Unsecured Creditors ("the Creditors' Committee"), should one be appointed, of the burden of reviewing numerous fee applications involving relatively small amounts of fees and expenses.

26. Accordingly, the Debtor requests that the Court dispense with the requirement of individual retention and fee applications for such Ordinary Course Professionals and implement the following procedures:

- (a) Within 30 days after the later of (i) the entry of an order granting this Motion and (ii) the date on which the Ordinary Course Professional commences services for the Debtor, each Ordinary Course Professional shall provide the following to the Debtor's attorney: (a) an affidavit (the "OCP Affidavit") substantially in the form annexed hereto as Exhibit B certifying that the professional does not represent or hold any interest adverse to the Debtor or its estate with respect to the matter(s) on which the professional is to be employed and (b) a completed retention questionnaire (the "Retention Questionnaire") substantially in the form annexed hereto as Exhibit C.
- (b) Upon receipt of the OCP Affidavit and Retention Questionnaire, the Debtor shall file the same with the Court and serve a copy thereof upon (i) the U.S. Trustee and (ii) the attorneys for the Creditors' Committee (collectively, the "Reviewing Parties").
- (c) If no objections are filed and properly served within 14 days following service of the OCP Affidavit and Retention Questionnaire (the "Objection Deadline"), the Debtor may retain and employ the Ordinary Course Professional without further order from the Court.
- (d) If an objection is filed and such objection cannot be resolved within 21 days after the Objection Deadline, the matter shall be scheduled for adjudication by the Court at the next available hearing.
- (e) No Ordinary Course Professional may be paid any amount for invoiced fees and expenses until the Ordinary Course Professional has been retained in accordance with these procedures.
- (f) The Debtor proposes that it be permitted to pay each Ordinary Course Professional, without a prior application to or order by the Court, 100% of the fees and 100% of the disbursements incurred, upon submission to, and approval by, the Debtor of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and disbursements actually incurred (the "Invoice"), up to a monthly cap of \$35,000 per Ordinary Course Professional and a total cap in the aggregate of \$75,000 per Ordinary Course Professional .
- (g) In the event that an Ordinary Course Professional seeks more than \$35,000 in a single month or \$75,000 in the aggregate for fees and disbursements, the Debtor may not pay that professional *any* fees or disbursements without Court approval, and that Ordinary Course Professional will be required to file a fee application for the full amount of its fees in accordance with sections 330 and 331 of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the "Local Rules"), the fee guidelines of the U.S. Trustee, and any orders of the Court.

27. In addition to the initial list of the Ordinary Course Professionals listed on Exhibit A, the Debtor seeks to reserve the right to retain additional Ordinary Course Professionals from time to time during this case, as the need arises, and to otherwise supplement the list of Ordinary Course Professionals as necessary. In such event, the Debtor proposes to file a notice with the Court listing such additional Ordinary Course Professionals, and attaching to such notice the Ordinary Course Retention Affidavits and the Retention Questionnaires for each additional Ordinary Course Professional (collectively, the “Supplemental Notice of Ordinary Course Professionals”), and serve the Supplemental Notice of Ordinary Course Professionals on the Reviewing Parties. The Debtor further proposes that the procedures and deadlines for the Reviewing Parties to object to the retention, employment, or compensation of the additional Ordinary Course Professionals be the same as set forth in paragraphs 26 (c) and (d) above for the Ordinary Course Professionals listed on Exhibit A.

28. The Debtor reserves the right to (a) dispute any invoice submitted by any Ordinary Course Professional and (b) retain any additional Ordinary Course Professionals from time to time as the need arises.

**Employment of Ordinary Course Professionals Should Be Authorized**

29. Section 327 (a) of the Bankruptcy Code provides as follows:

Except as otherwise provided in this section, the trustee, with the court’s approval, may employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee’s duties under this title.

30. Section 327(e) of the Bankruptcy Code further provides that “with the court’s approval” a debtor may employ

for a specified special purpose, other than to represent the trustee in conducting the case, an attorney that has represented the debtor, if in the best interest of the estate, and if such attorney does not represent or hold any interest adverse to the debtor or to the estate with respect to the matter on which such attorney is to be employed.

31. Section 328(a) of the Bankruptcy Code provides, in pertinent part, that the trustee “with the court’s approval, may employ or authorize the employment of a professional person under section 327 or 1103 of this title, as the case may be, on any reasonable terms and conditions of employment . . . .”

32. Section 330 of the Bankruptcy Code further provides, in pertinent part, that

[a]fter notice to the parties in interest and the United States Trustee and a hearing, and subject to sections 326, 328, and 329, the court may award to a . . . professional person employed under section 327 or 1103 —

- (A) reasonable compensation for actual, necessary services rendered by . . . the professional person, or attorney and by any paraprofessional person employed by any such person; and
- (B) reimbursement for actual, necessary expenses.

33. Section 105(a) of the Bankruptcy Code provides,

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

34. Although certain of the Ordinary Course Professionals may hold unsecured claims against the Debtor for prepetition services rendered to the Debtor, the Debtor does not believe that any of the Ordinary Course Professionals have an interest materially

adverse to the Debtor, its creditors, or other parties in interest that should preclude such professional from continuing to represent the Debtor. Further, section 328(c) of the Bankruptcy Code excludes attorneys retained pursuant to section 327(e) from the requirement that such professional person be a disinterested person.<sup>2</sup> Accordingly, pursuant to the above cited provisions of the Bankruptcy Code, the Court may authorize the retention of the Ordinary Course Professionals.

35. The Debtor submits that, in light of the additional cost associated with the preparation of employment applications for professionals that will receive relatively small fees, it is impractical and inefficient for the Debtor to submit individual applications and proposed retention orders for each Ordinary Course Professional. Accordingly, the Debtor requests that this Court dispense with the requirement of individual employment applications and retention orders for each Ordinary Course Professional.

36. Other than Ordinary Course Professionals, all professionals employed by the Debtor to assist in the prosecution of the chapter 11 case will be retained by the Debtor pursuant to separate retention applications. Such professionals will be compensated in accordance with the applicable provisions of the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules, and other orders of this Court.

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<sup>2</sup> Specifically, section 328(c) provides:

Except as provided in section 327(c), 327(e), or 1107(b) of this title, the court may deny allowance of compensation for services and reimbursement of expenses of a professional person employed under section 327 or 1103 of this title if, at any time during such professional person's employment under section 327 or 1103 of this title, such professional person is not a disinterested person, or represents or holds an interest adverse to the interest of the estate with respect to the matter on which such professional person is employed.

37. Retention and payment procedures similar to the procedures proposed herein have been approved by this and other courts and utilized in many chapter 11 cases. *See, e.g., In re Integrated Electrical Services, Inc., et al.*, Case No. 06-30602 (BJH) (Bankr. N.D. Tex. Mar. 10, 2006) [Docket No. 175]; *In re Pilgrim's Pride Corp., et al.*, Case No. 08-45664 (DML) (Bankr. N.D. Tex. Dec. 31, 2008) [Docket No. 411]; *In re Keys Fitness Prod. LP*, Case No. 08-31790 (HDH) (Bankr. N.D. Tex. Aug. 14, 2008) [Docket No. 214]; *In re Mirant Corp., et al.*, Case No. 03-46590 (DML) (Bankr. N.D. Tex. Aug. 1, 2003) [Docket No. 334]; *In re Bayou Steel Corp., et al.*, Case No. 03-30816 (BJH) (Bankr. N.D. Tex. Mar. 18, 2003) [Docket No. 151]; *In re TIC United Corp.*, Case No. 00-37234 (HCA) (Bankr. N.D. Tex. Jan. 19, 2001) [Docket No. 252]; *In re Kitty Hawk, Inc., et al.*, Case No. 00-42141 (BJH) (Bankr. N.D. Tex. July 7, 2000) [Docket No. 285]; *see also In re Charys Holding Co. Inc.*, Case No. 08-10289 (BLS) (Bankr. D. Del. Mar. 10, 2008) [Docket No. 76]; *In re Sharper Image Corp.*, Case No. 08-10322 (KG) (Bankr. D. Del. Apr. 2, 2008) [Docket No. 355]; *In re Steve & Barry's Manhattan LLC, et al.*, Case No. 08-12579 (ALG) (Bankr. S.D.N.Y. July 30, 2008) [Docket No. 291]; *In re Hancock Fabrics, Inc., et al.*, Case No. 07-10353 (BLS) (Bankr. D. Del. Apr. 13, 2007) [Docket No. 289]; *In re The New York Racing Assoc. Inc.*, Case No. 06-12618 (JMP) (Bankr. S.D.N.Y. Nov. 9, 2006) [Docket No. 35].<sup>3</sup>

**Certain Categories of Persons Employed by the Debtor  
Should Not Constitute Professionals**

38. The Debtor submits that certain persons listed on Exhibit D that provide professional services to the Debtor are not and should not constitute “professionals” within the meaning of section 327 of the Bankruptcy Code for the purposes of the chapter 11 case.

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<sup>3</sup> Because of the voluminous nature of the unreported orders cited herein, they are not annexed to this Motion. Copies of these orders are available upon request of Debtor's counsel.

39. Although the Bankruptcy Code lists certain types of professionals for which a court approved retention is required (attorneys, accountants, appraisers, auctioneers, or other professional persons), it does not define the catch-all “professional persons.” Courts have interpreted the term professional person in section 327(a) to be limited to persons in those occupations that play a central role in the administration of the estate. *See In re Aladdin Petroleum Co.*, 85 B.R. 738, 740 (Bankr. W.D. Tex. 1998) (explaining that the factors considered by the courts in determining whether a person is a professional include the effect of the services on the administration of the case and how central the person’s role is to the proceedings); *In re Lowry Graphics, Inc.*, 86 B.R. 74, 78 (Bankr. S.D. Tex. 1988) (citing *In re Seatrain Lines, Inc.*, 13 B.R. 980, 981 (Bankr. S.D.N.Y. 1981)) (holding that “professionals” under section 327 are limited to persons whose occupations play a central role in the administration of the estate); *In re Cyrus II Partnership*, No. 05-39857, 2008 Bankr. LEXIS 2317, at \*6 (Bankr. S.D. Tex. Jul. 31, 2008) (following the “central to the administration of the estate” test in determining whether an expert witness is a professional).

40. Courts have also held that the occupation or type of services rendered is not determinative of whether a person is a “professional” within the meaning of section 327 of the Bankruptcy Code. The key factor is whether the person’s services are central to the administration of the estate. *See In re Aladdin Petroleum Co.*, 85 B.R. at 740 (holding that if a person actually impacts upon the administration of the debtor’s estate, that person may be a professional regardless of the label given to its function); *In re Lowry Graphics, Inc.*, 86 B.R. at 74 (explaining that any entity may be a professional if its services intimately involve the administration of the estate); *In re Cyrus II Partnership*, No. 05-39857, 2008 Bankr. LEXIS 2317, at \*7 (holding that while a person may possess a high degree of expertise in his or her



respective field, the proper focus of the section 327 definition of “professional” is whether the person is central to the administration of the estate).

41. Based on establish case law, the Debtor submits that the persons or entities listed on Exhibit D do not meet the requirements of a “professional” under section 327 of the Bankruptcy Code. Those persons and entities listed on Exhibit D do not pay a central role in the administration of the estate. Rather they are engaged in connection with the day to day mechanics of the Debtor’s business operations.

42. Based on the foregoing, the Debtor submits that the requested relief is necessary and appropriate, is in the best interests of its estate and creditors, and should be granted in all respects.

**The Relief Requested is Appropriate.**

43. The requested relief is further supported by the prepackaged nature of this case. As set forth above and in greater detail in the Fischer Declaration, the Prepackaged Plan contemplates the payment of all classes in full, in cash, or reinstates the claims and equity interest of all classes. The most critical and complex task required to effectuate a successful reorganization — the negotiation and formulation of a chapter 11 plan of reorganization — has already been accomplished. Thus, the Debtor respectfully submits that given the backdrop of this case, the relief requested herein is appropriate inasmuch as such relief will assist the Debtor to move towards expeditious confirmation of the Prepackaged Plan with the least possible disruption or harm to its business. Based on the foregoing, the Debtor submits that the relief requested is necessary and appropriate, is in the best interests of its estates and creditors, and should be granted in all respects.

### **Notice**

44. No trustee, examiner or statutory creditors' committee has been appointed in this chapter 11 case. Notice of this Motion has been provided to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) the Debtor's 30 largest unsecured creditors; (iii) counsel to the Purchaser; (iv) counsel to Major League Baseball; (v) counsel to the Major League Baseball Players Association; (vi) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the First Lien Credit Facility; (vii) counsel to GSP Finance LLC, as successor in interest to Barclays Bank PLC, as administrative agent under the Second Lien Credit Facility. The Debtor respectfully submits that no further notice of this Motion is required.

**No Previous Request**

45. No previous request for the relief sought herein has been made by the Debtor to this or any other Court.

WHEREFORE, the Debtor respectfully requests that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: May 24, 2010  
Fort Worth, Texas

*/s/ Martin A. Sosland*  
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Attorneys for Debtor and  
Debtor in Possession

**Exhibit A**

**Initial List of Ordinary Course Professionals**

<b>Official Name of Business</b>	<b>Street Address</b>	<b>City</b>	<b>St</b>	<b>Zip</b>	<b>Phone</b>	<b>Description of Service Provided</b>
McGuire, Craddock & Strother, P.C.	2501 N. Harwood St. Suite 1800	Dallas	TX	75201	(214) 954-6800	Corporate Law Matters
Vincent Lopez Serafino & Jenevein, P.C.	Thanksgiving Tower, 1601 Elm Street, Suite 4100	Dallas	TX	75201	(214) 979-7400	Litigation & Collections Matters
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.	700 Preston Commons, 8117 Preston Road, Suite 700	Dallas	TX	75225	(214) 987-3800	Employment Law Matters
Pellerano & Herrera	Av. John F. Kennedy No. 10	Santo Domingo,	DR		(809) 541-5200	Local Counsel for Matters in the Dominican Republic
Shupe Ventura Lindelow & Olson, PLLC	9406 Biscayne Blvd	Dallas,	TX	75218	(214) 328-1100	Land Use, Government and Ordinance Matters
Winstead PC	5400 Renaissance Tower 1201 Elm Street	Dallas	TX	75270	(214) 745-5400	General Legal Services
Thompson & Knight, LLP	One Arts Plaza 1722 Routh Street, Suite 1500	Dallas	TX	75201	(214) 969-1700	Services to Non-Profit Foundation
KPMG	717 North Harwood Street	Dallas	TX	75201	(214) 840-2000	Tax Accounting Firm
Kekst and Company, Incorporated	437 Madison Avenue, 19th Floor	New York	NY	10022	(212) 521-4800	Corporate Communications Advisors

**Exhibit B**

**OCP Affidavit and Disclosure Statement**

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

-----X  
: **Chapter 11**  
: **Case No. 10-43400 (DML)-11**  
: **Debtor.**  
:   
:   
:   
:   
:   
:   
-----X

**AFFIDAVIT AND DISCLOSURE STATEMENT OF [INSERT INDIVIDUAL'S NAME],  
ON BEHALF OF [INSERT FIRM NAME]**

STATE OF \_\_\_\_\_ )  
 ) s.s.:  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, upon his oath, deposes and says as follows:

I am a \_\_\_\_\_ of \_\_\_\_\_, located at \_\_\_\_\_ (the "Company")<sup>1</sup>.

Texas Rangers Baseball Partners (the "Debtor") has requested that the Company provide \_\_\_\_\_ services to the Debtor, and the Company has consented to provide such services (the "Services").

The Services include, but are not limited to, the following:  
\_\_\_\_\_  
\_\_\_\_\_

<sup>1</sup> "Company" refers to the company being retained, not the Debtor.

---

The Company may have performed services in the past and may perform services in the future, in matters unrelated to the chapter 11 case, for persons that are parties in interest in the Debtor's chapter 11 case. As part of its customary practice, the Company is retained in cases, proceedings, and transactions involving many different parties, some of which may represent or be claimants, employees of the Debtor, or other parties in interest in the chapter 11 case. The Company does not perform services for any such person in connection with the chapter 11 case. In addition, the Company does not have any relationship with any such person, their attorneys, or their accountants that would be adverse to the Debtor or its estate with respect to the matters on which the Company is to be retained.

Neither I nor any principal of or professional employed by the Company has agreed to share or will share any portion of the compensation to be received from the Debtor with any other person other than the principals and regular employees of the Company.

Neither I nor any principal of or professional employed by the Company, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtor or its estate with respect to the matters on which the Company is to be retained.

As of the date of the commencement of its chapter 11 case, the Debtor owed the Company \$\_\_\_\_\_ for prepetition services.

The Company is conducting further inquiries regarding its retention by any creditors of the Debtor, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Company should discover any facts bearing on the matters described herein, the Company will supplement the information contained in this affidavit.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Affidavit and Disclosure Statement was executed on \_\_\_\_\_ 2010, at \_\_\_\_\_, \_\_\_\_\_.

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

SWORN TO AND SUBSCRIBED before  
me this \_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public



**Exhibit C**  
**Retention Questionnaire**

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

-----X  
: **Chapter 11**  
: **Case No. 10-43400 (DML)-11**  
: **Debtor.**  
:   
:   
:   
:   
:   
:   
-----X

RETENTION QUESTIONNAIRE

TO BE COMPLETED BY PROFESSIONALS EMPLOYED by Texas Rangers Baseball Partners (the "Debtor")

DO NOT FILE THIS QUESTIONNAIRE WITH THE COURT.  
RETURN IT FOR FILING BY THE DEBTOR, TO:

Weil, Gotshal & Manges LLP  
200 Crescent Court, Suite 300  
Dallas, TX 75201  
Attn: Martin A. Sosland, Esq.  
Charles M. Persons Jr., Esq.

All questions **must** be answered. Please use "none," "not applicable," or "N/A," as appropriate. If more space is needed, please complete on a separate page and attach.

Name and address of company:

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---

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Date of retention: \_\_\_\_\_

Type of services to be provided (accounting, legal, etc.)<sup>5</sup>:

\_\_\_\_\_  
\_\_\_\_\_

Brief description of services to be provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Arrangements for compensation (hourly, contingent, etc.)

\_\_\_\_\_

(a) Average hourly rate (if applicable)<sup>6</sup>: \_\_\_\_\_

(b) Estimated average monthly compensation based on prepetition retention (if company was employed prepetition):

\_\_\_\_\_

Prepetition claims against the Debtor held by the company:

Amount of claim: \$ \_\_\_\_\_

Date claim arose: \_\_\_\_\_

Nature of claim: \_\_\_\_\_

Prepetition claims against the Debtor held individually by any member, associate, or professional employee of the company:

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

\_\_\_\_\_

<sup>5</sup> Please be specific in describing the types of services provided.

<sup>6</sup> Please provide your best estimate.

Status: \_\_\_\_\_

Amount of claim: \$ \_\_\_\_\_

Date claim arose: \_\_\_\_\_

Nature of claim: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Disclose the nature and provide a brief description of any interest adverse to the Debtor or to its estate for the matters on which the company is to be employed.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name of individual completing this form.

\_\_\_\_\_

Dated: \_\_\_\_\_, 2010

**Exhibit D**

**List of Entities Not Considered “Professionals” Under Section 327 of the Bankruptcy Code.**

<b>Official Name of Business</b>	<b>Street Address</b>	<b>City</b>	<b>St</b>	<b>Zip</b>	<b>Phone</b>	<b>Description of Service Provided</b>
Toler Company	4403 N. Central Expressway, Suite 150	Dallas	TX	75205	(214) 520-1066	Property Tax Consultant
David Hunter, MD	2908 Cancel Ct	Arlington	TX	76017	(817) 909-2298	Team Doctor
Keith Meister, MD	515 W. Mayfield, Suite 116	Arlington	TX	76014	(817) 419-0303	Team Doctor
The LeMaster Group	15455 N. Dallas Parkway	Dallas	TX	75001	(214) 706-6000 (214) 261-4700	Public Relations Consultant
Jamey Newberg	14942 Vista Ridge Drive	Dallas	TX	75248	(214) 392-3968	Writing Services
Entonos	5435 North Garland Avenue, Suite 140-227	Garland	TX	75040	(972) 754-9465 (214) 593-3871	Technical Consulting
Turnkey Intelligence	9 Tanner Street, Suite 8	Haddonfield	NJ	08033	(301) 854-1650 (301) 854-1651	Customer Data Research
Scarborough Research	P.O. Box 88990	Chicago	IL	60695	(646) 654-5000 (646) 654-5349	Sponsorship Data Research
Populous Group, LLC	300 Wyandotte, Suite 200	Kansas City	MO	64105	(816) 329-4380	Architectural Services
Brad Barton	847 Pelican Lane	Coppell	TX	75019	(214) 801-1800	Meteorologist

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

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

**ORDER PURSUANT TO SECTIONS 105(a), 327, 328,  
AND 330 OF THE BANKRUPTCY CODE FOR AUTHORIZATION  
TO (I) EMPLOY PROFESSIONALS UTILIZED IN THE ORDINARY  
COURSE OF BUSINESS AND (II) IMPLEMENT CERTAIN PROCEDURES  
TO RETAIN, COMPENSATE, AND REIMBURSE SUCH PROFESSIONALS**

Upon the motion (the "Motion"), dated May 24, 2010, of Texas Rangers Baseball Partners, as debtor and debtor in possession in the above-captioned chapter 11 case (the "Debtor"), pursuant to sections 105(a), 327, 328, and 330 of title 11 of the United States Code (the "Bankruptcy Code"), for authorization to implement certain procedures to (a) retain professionals used in the ordinary course of business ("Ordinary Course Professionals") without formal retention applications and (b) compensate and reimburse such professionals in the

ordinary course without individual fee applications, all as more fully described in the Motion; and upon consideration of the Declaration of Kellie L. Fischer in Support of the Debtor's Chapter 11 Petition and Requests for First Day Relief (the "Fischer Declaration"); and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and due and proper notice of the hearing to consider the relief requested therein (the "Hearing") having been provided to: (i) the Office of the United States Trustee for the Northern District of Texas (the "U.S.Trustee"); (ii) the Debtor's 30 largest unsecured creditors; (iii) counsel to the Purchaser; (iv) counsel to Major League Baseball; (v) counsel to the Major League Baseball Players Association; (vi) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the First Lien Credit Facility, (vii) counsel to GSP Finance LLC, as successor in interest to Barclays Bank PLC, as administrative agent under the Second Lien Credit Facility, (collectively, the "Notice Parties"), and no further notice being necessary; and the legal and factual bases set forth in the Motion establishing just and sufficient cause to grant the relief requested therein; and the relief granted herein being in the best interests of the Debtor, its estate, creditors, and all parties in interest; and the Court having held the Hearing with the appearances of interested parties noted in the record of the Hearing; and upon the entire record and all of the proceedings before the Court, the Court hereby ORDERS that:

1. The Motion is granted to the extent set forth herein.

2. The Debtor is authorized to retain, compensate, and reimburse Ordinary Course Professionals, an initial list of which is attached to the Motion as Exhibit A (the “OCP List”), in accordance with the following procedures:

- (a) Within 30 days after the later of (i) the entry of this Order and (ii) the date on which the Ordinary Course Professional commences services for the Debtor, each Ordinary Course Professional shall provide the following to the Debtor’s attorney: (a) an affidavit (the “OCP Affidavit”) substantially in the form annexed hereto as Exhibit 1 certifying that the professional does not represent or hold any interest adverse to the Debtor or its estate with respect to the matter(s) on which the professional is to be employed and (b) a completed retention questionnaire (the “Retention Questionnaire”) substantially in the form annexed hereto as Exhibit 2.
- (b) Upon receipt of the OCP Affidavit and Retention Questionnaire, the Debtor shall file the same with the Court and serve a copy thereof upon (i) the U.S. Trustee and (ii) the attorneys for any official committees appointed in this chapter 11 case (the “Reviewing Parties”).
- (c) If no objections are filed and properly served within 14 days following service of the OCP Affidavit and Retention Questionnaire (the “Objection Deadline”), the Debtor may retain and employ the Ordinary Course Professional without further order from the Court.
- (d) If an objection is filed and such objection cannot be resolved within 21 days after the Objection Deadline, the matter shall be scheduled for adjudication by the Court at the next available hearing.
- (e) No Ordinary Course Professional may be paid any amount for invoiced fees and expenses until the Ordinary Course Professional has been retained in accordance with these procedures.
- (f) Once the Debtor retains an Ordinary Course Professional in accordance with these procedures, the Debtor shall pay each Ordinary Course Professional, without the need for a prior application to or order by the Court, 100% of the fees and 100% of the disbursements incurred, upon the submission to, and approval by, the Debtor of an appropriate invoice setting forth in reasonable detail the nature of the services rendered and expenses actually incurred (the “Invoice”), up to a monthly cap of \$35,000 per Ordinary Course Professional and a total cap in the aggregate of \$75,000 per Ordinary Course Professional .
- (g) In the event that an Ordinary Course Professional seeks more than \$35,000 in a single month or \$75,000 in the aggregate for fees and disbursements, the Debtor shall not pay that professional *any* fees or disbursements without Court approval, and that Ordinary Course Professional will be required to file a fee application for the full amount of its fees in accordance with sections 330 and 331 of the



Bankruptcy Code, the Federal Rules of Bankruptcy Procedure, the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the “Local Rules”), the fee guidelines of the U.S. Trustee, and any orders of the Court.

3. The Debtor reserves the right to dispute any invoice submitted by any Ordinary Course Professional.

4. The persons listed on Exhibit D of the Motion shall be deemed not to be “professionals” within the meaning of section 327 of the Bankruptcy Code for the purposes of the chapter 11 case and are not required to be employed by the Court in order to provide, and be compensated for, services rendered to the Debtor postpetition.

5. The Debtor is authorized to supplement the initial list of Ordinary Course Professionals from time to time during this Chapter 11 case, as the need arises, and file notice with the Court listing such additional Ordinary Course Professionals and attach thereto the relevant Ordinary Course Professional Affidavits and Retention Questionnaires (collectively, the “Supplemental Notice of Ordinary Course Professionals”), and serve the Supplemental Notice of Ordinary Course Professionals on the Reviewing Parties. The procedures and deadlines for the Reviewing Parties to object to the retention, employment, or compensation of the additional Ordinary Course Professionals shall be the same as set forth in paragraphs 2 (c) and (d) above for the Ordinary Course Professionals in Exhibit A of the Motion.

6. The form OCP Affidavit and Retention Questionnaire are approved.

7. The Debtor shall serve this Order within 3 business days of its entry on the parties in interest identified in Local Rule 2002.1, including the Notice Parties.

8. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

9. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

###END OF ORDER###

**Exhibit 1**

**Affidavit and Disclosure Statement**

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

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

**AFFIDAVIT AND DISCLOSURE STATEMENT OF [INSERT INDIVIDUAL’S NAME],  
ON BEHALF OF [INSERT FIRM NAME]**

STATE OF \_\_\_\_\_ )  
 ) s.s.:  
 COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being duly sworn, upon his oath, deposes and says as

follows:

I am a \_\_\_\_\_ of

\_\_\_\_\_, located at \_\_\_\_\_

(the “Company”)<sup>1</sup>.

Texas Rangers Baseball Partners (the “Debtor”) has requested that the Company provide \_\_\_\_\_ services to the Debtor, and the Company has consented to provide such services (the “Services”).

The Services include, but are not limited to, the following:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<sup>1</sup> “Company” refers to the company being retained, not the Debtor.

The Company may have performed services in the past and may perform services in the future, in matters unrelated to the chapter 11 case, for persons that are parties in interest in the Debtor's chapter 11 case. As part of its customary practice, the Company is retained in cases, proceedings, and transactions involving many different parties, some of which may represent or be claimants, employees of the Debtor, or other parties in interest in the chapter 11 case. The Company does not perform services for any such person in connection with the chapter 11 case. In addition, the Company does not have any relationship with any such person, their attorneys, or their accountants that would be adverse to the Debtor or its estate with respect to the matters on which the Company is to be retained.

Neither I nor any principal of or professional employed by the Company has agreed to share or will share any portion of the compensation to be received from the Debtor with any other person other than the principals and regular employees of the Company.

Neither I nor any principal of or professional employed by the Company, insofar as I have been able to ascertain, holds or represents any interest adverse to the Debtor or its estate with respect to the matters on which the Company is to be retained.

As of the date of the commencement of its chapter 11 case, the Debtor owed the Company \$\_\_\_\_\_ for prepetition services.

The Company is conducting further inquiries regarding its retention by any creditors of the Debtor, and upon conclusion of that inquiry, or at any time during the period of its employment, if the Company should discover any facts bearing on the matters described herein, the Company will supplement the information contained in this affidavit.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct, and that this Affidavit and Disclosure Statement was executed on \_\_\_\_\_ 2010, at \_\_\_\_\_, \_\_\_\_\_.

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

SWORN TO AND SUBSCRIBED before  
me this \_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public

**Exhibit 2**  
**Retention Questionnaire**

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

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

RETENTION QUESTIONNAIRE

TO BE COMPLETED BY PROFESSIONALS EMPLOYED by Texas Rangers Baseball Partners (the “Debtor”)

DO NOT FILE THIS QUESTIONNAIRE WITH THE COURT.  
RETURN IT FOR FILING BY THE DEBTOR, TO:

Weil, Gotshal & Manges LLP  
200 Crescent Court, Suite 300  
Dallas, TX 75201  
Attn: Martin A. Sosland, Esq.  
Charles M. Persons Jr., Esq.

All questions **must** be answered. Please use “none,” “not applicable,” or “N/A,” as appropriate. If more space is needed, please complete on a separate page and attach.

Name and address of company:

---

---

---



Date of retention: \_\_\_\_\_

Type of services to be provided (accounting, legal, etc.)<sup>2</sup>:

\_\_\_\_\_  
\_\_\_\_\_

Brief description of services to be provided:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Arrangements for compensation (hourly, contingent, etc.)

\_\_\_\_\_

(a) Average hourly rate (if applicable)<sup>3</sup>: \_\_\_\_\_

(b) Estimated average monthly compensation based on prepetition retention (if company was employed prepetition):

\_\_\_\_\_

Prepetition claims against the Debtor held by the company:

Amount of claim: \$ \_\_\_\_\_

Date claim arose: \_\_\_\_\_

Nature of claim: \_\_\_\_\_

Prepetition claims against the Debtor held individually by any member, associate, or professional employee of the company:

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

\_\_\_\_\_

<sup>2</sup> Please be specific in describing the types of services provided.

<sup>3</sup> Please provide your best estimate.

Status: \_\_\_\_\_

Amount of claim: \$ \_\_\_\_\_

Date claim arose: \_\_\_\_\_

Nature of claim: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Disclose the nature and provide a brief description of any interest adverse to the Debtor or to its estate for the matters on which the company is to be employed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of individual completing this form.

\_\_\_\_\_

Dated: \_\_\_\_\_, 2010