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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 BANKRUPTCY
RULES 1007 AND 2002(d) FOR AN ORDER EXTENDING
THE TIME TO FILE SCHEDULE OF ASSETS AND
LIABILITIES, SCHEDULE OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES, LIST OF EQUITY SECURITY HOLDERS,
SCHEDULE OF CURRENT INCOME
AND EXPENDITURES AND STATEMENT OF FINANCIAL AFFAIRS.**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Texas Rangers Baseball Partners (“TRBP” or the “Debtor”), hereby files
this motion (the “Motion”) pursuant to rules 1007 and 2002(d) of the Federal Rules of

Bankruptcy Procedure (the “Bankruptcy Rules”) and rule 1007.1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the “Local Rules”), extending the time in which the Debtor must file certain schedules and statements. 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 represent 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.¹

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

¹ 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.

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-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. Pursuant to section 521 of the Bankruptcy Code and Bankruptcy Rule 1007, the Debtor is required to file, within 14 days of the Commencement Date: (i) a schedule of assets and liabilities; (ii) a schedule of executory contracts and unexpired leases; (iii) a list of equity holders; (iv) a schedule of current income and expenditures; and (v) a statement of financial affairs (collectively, the "Schedules and Statements").

24. By this Motion, the Debtor respectfully requests entry of an order, pursuant to Bankruptcy Rule 1007 and Local Rule 1007.1, extending the time within which to file the Debtor's Schedules and Statements for an additional 21 days to June 28, 2010 (for a total of 35 days from the Commencement Date).

**Cause Exists to Extend
the Time to File the Schedules and Statements**

25. Under the circumstances of this chapter 11 case, the Debtor believes that given the prepackaged nature of the plan of reorganization and the unimpaired status of the Debtor's creditors under the plan, the filing of the Schedules and Statements is extraneous and not justified given the costs to the Debtor's estate – in terms of the expenditure of both financial and human resources. Consequently, such requirement represents an unnecessary burden on the estate.

26. In general, a debtor is required to file the Schedules and Statements to permit parties in interest to understand and assess the debtor's assets and liabilities and thereafter negotiate and confirm a plan of reorganization. As described in more detail above, in this "prepackaged" chapter 11 case, the Debtor has already negotiated and formulated a chapter 11 plan. Accordingly, one of the primary justifications for requiring the filing of the Schedules and Statements simply does not exist in this chapter 11 case.

27. Furthermore, because the Prepackaged Plan provides for the payment in full of all the creditors, they are deemed to have accepted the plan pursuant to 11 U.S.C. § 1126(f). Accordingly, the numerous creditors do not need the Schedules and Statements to determine how their claim is being treated, and will not be prejudiced by any extension in the deadline to file the Schedules and Statements.

28. Due to the size and complexity of its operations, the Debtor anticipates that it will be unable to complete its Schedules and Statements in the 14 days provided under Bankruptcy Rule 1007(c). To prepare the Schedules and Statements, the Debtor will have to compile information from books, records, and documents relating to

the claims of approximately 3,800 creditors, as well as the Debtor's many assets and contracts. This information is voluminous and assembling the necessary information would require a significant expenditure of time and effort on the part of the Debtor and its employees in the near term, when these resources would be best put toward effectuating the Debtor's reorganization efforts.

29. This court has the authority to grant the requested extension under section 105(a) of the Bankruptcy Code, Bankruptcy Rule 1007(c), and Local Rule 1007-1(a). Section 105(a) of the Bankruptcy Code grants the Court broad authority to issue any order that is necessary and appropriate to carry out the provisions of the Bankruptcy Code. Bankruptcy Rule 1007(c) provides that "[a]ny extension of time for the filing of the [S]chedules ... may be granted only on motion for cause shown." Fed. R. Bankr. P. 1007 (c).

30. Rule 1007.1(a) of the Local Rules requires that any debtor seeking an extension of time for the filing of schedules and statements must confer with the office of the U.S. Trustee for the Northern District of Texas (the "U.S. Trustee") to determine if the requested extension will be opposed. Counsel for the Debtor conferred with the U.S. Trustee on May 21, 2010, and determined this motion for an extension will be unopposed.

31. The Debtor submits that good and sufficient cause for granting the relief requested herein exists due to the large amount of information that must be assembled and compiled, the hundreds of employees and professional hours required for the completion of the Schedules and Statements, the unique nature of this prepackaged chapter 11 case, and the lack of prejudice to the creditors. In addition, employee efforts

during the anticipated short period of the pendency of this chapter 11 case are critical to the Debtor's reorganization efforts, and the Debtor's creditors would be better served if the Debtor devoted its time and attention to business operations in order to maximize the value of the estate going forward. Courts in this and other districts have approved extensions to file schedules and statements in prepackaged Bankruptcy cases. *See In re Integrated Electrical Services, Inc., et al.*, Case No. 06-30602 (BJH) (Bankr. N.D. Tex Mar. 10, 2006) [Docket No. 99].

The Relief Requested is Appropriate

32. 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

33. 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

34. 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

CERTIFICATE OF CONFERENCE

I hereby certify that the Debtor shared this motion with the United States Trustee for the Northern District of Texas (the "U.S. Trustee") and has not received notification of any opposition to this motion from the U.S. Trustee.

/s/ Martin A. Sosland _____

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

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In re : **Chapter 11**
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TEXAS RANGERS BASEBALL PARTNERS : **Case No. 10-43400 (DML)-11**
:
Debtor. :
:
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**ORDER PURSUANT TO BANKRUPTCY RULES 1007 AND 2002(d) EXTENDING THE
TIME TO FILE SCHEDULE OF ASSETS AND LIABILITIES, SCHEDULE OF
EXECUTORY CONTRACTS AND UNEXPIRED LEASES, LIST OF EQUITY
SECURITY HOLDERS, SCHEDULE OF CURRENT
INCOME AND EXPENDITURES AND STATEMENT OF FINANCIAL AFFAIRS.**

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 Rules 1007 and 2002(d) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 1007.1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the Northern District of Texas (the “Local

Rules”) for an order extending the time within which the Debtor must file its Schedules and Statements (as defined in the Motion) for an additional 21 days to June 28, 2010, 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; (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 time within which the Debtor must file its Schedules and Statements required by Bankruptcy Rule 1007 is enlarged and extended for an additional period of 21 days beyond the 14 day period provided under Bankruptcy Rule 1007 to June 28, 2010 (the “Filing Deadline”).

3. Such extension is without prejudice to the Debtor’s right to request a further extension of time within which to file the Schedules and Statements.

4. 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.

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

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

###END OF ORDER###