

Martin A. Sosland (18855645)  
WEIL, GOTSHAL & MANGES LLP  
200 Crescent Court, Suite 300  
Dallas, Texas 75201  
Telephone: (214) 746-7700  
Facsimile: (214) 746-7777

Ronit J. Berkovich (*pro hac vice* pending)  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

Attorneys for Debtor and  
Debtor in Possession

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

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	:	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>TEXAS RANGERS BASEBALL PARTNERS,</b>	:	<b>Case No. 10-43400 (DML)-11</b>
	:	
<b>Debtor.</b>	:	
	:	
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**DEBTOR’S MOTION FOR INTERIM AND FINAL ORDERS  
PURSUANT TO SECTIONS 105(a), 362(d), 363(b), 363(c), 503(b)  
AND 1107(a) OF THE BANKRUPTCY CODE FOR AUTHORIZATION  
TO (A) CONTINUE ITS WORKERS’ COMPENSATION, LIABILITY,  
PROPERTY, AND OTHER INSURANCE PROGRAMS AND (B) PAY  
ALL OBLIGATIONS IN RESPECT THEREOF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Texas Rangers Baseball Partners (“TRBP” or the “Debtor”) hereby files this motion (the “Motion”) seeking entry of an interim order (the “Interim Order”), for authorization to (a) continue its workers’ compensation, liability, property, and other insurance programs and (b) pay

all obligations in respect thereof, pending the entry of a final order granting the relief sought herein (the “Final Order”), and scheduling a final hearing (the “Final Hearing”) to consider the relief requested herein on a final basis. In support of the Motion, the Debtor submits the Declaration of Kellie 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-summer,

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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.

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 entry of the Interim Order and Final Order authorizing the Debtor, pursuant to sections 105(a), 362(d), 363(b), 363(c), 503(b) and 1107(a) of the Bankruptcy Code, to continue the Insurance Programs (as defined below), and to pay any obligations under the Insurance Programs, including all premiums, deductibles, and other fees and costs relating to the Insurance Programs (collectively, the "Insurance Obligations").

Although the Debtor believes it can continue its Insurance Programs and pay postpetition Insurance Obligations in the ordinary course of business, it is seeking the relief described herein out of an abundance of caution.

24. To the extent any of the Debtor's employees hold valid claims under its workers' compensation program (the "Workers' Compensation Program"), the Debtor also seeks authorization to modify the automatic stay imposed by section 362 of the Bankruptcy Code (the "Automatic Stay") to permit these employees to proceed with their claims under the Workers' Compensation Program. This modification of the Automatic Stay pertains solely to claims under the Workers' Compensation Program. Any claims relating to any of the Insurance Programs or otherwise shall remain subject to the Automatic Stay.

#### **The Debtor's Insurance Programs and Related Obligations**

25. In connection with the operation of the Debtor's business, the Debtor maintains, in conjunction with Major League Baseball and Minor League Baseball Trust (the "Administrator"), workers' compensation, various liability and property insurance programs (the "Insurance Programs"). The Insurance Programs provide the Debtor with insurance coverage for claims relating to, among other things, damage to Debtor's real and personal property, workers' compensation, excess liability, automobile liability, fiduciary liability, media liability, foreign liability, employment practices liability and general liability. The Administrator negotiates and procures the Insurance Programs on behalf of the Major League Clubs, including the Debtor, from several different insurance carriers (the "Insurance Carriers"). A list of the Insurance Programs and Insurance Carriers is annexed as Exhibit A to this Motion<sup>2</sup>. The majority of the Insurance Programs are effective from February 1, 2010 to January 31, 2011 (the "2010 Policy

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<sup>2</sup> In addition to the Insurance Programs discussed herein, the Debtor maintains certain insurance programs with respect to, among other things, employee health, dental, disability, and life insurance benefits. These programs are addressed in a separate motion filed contemporaneously herewith that seeks relief in connection with certain employee wage and benefit programs.

Period”). The Debtor is billed by the Administrator and Insurance Carriers for the cost of the Insurance Programs.<sup>3</sup>

**A. Workers’ Compensation Program**

26. The Debtor is required by state law to maintain, for its employees, workers’ compensation coverage for claims arising from or related to their employment with the Debtor. The Workers’ Compensation Program covers claims asserted by employees of the Debtor. Obligations relating to the Workers’ Compensation Program arise under policies obtained from Insurance Carriers that are selected by the Administrator. The combined 2010 annual premium for the Workers’ Compensation Program is \$822,410. The Debtor pays certain premiums in full at the beginning of the 2010 Policy Period and other premiums on a quarterly installment basis in advance. As of the Commencement Date, the Debtor is current on all of its Workers’ Compensation Program premiums and therefore does not owe any amounts on account of premiums under its Workers’ Compensation Program for periods arising prior to the Commencement Date. For the remainder of the 2010 Policy Period, the Debtor will owe premium payments totaling \$487,671.25 to the Administrator to maintain coverage under the Workers’ Compensation Program.

27. As of April 30, 2010, there are seventeen open workers’ compensation claims (the “Workers’ Compensation Claims”). Under the Workers’ Compensation Program, the Debtor has a \$25,000 deductible for each Worker’s Compensation Claim. Based on estimates, the Debtor

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<sup>3</sup> HSG, the indirect parent of the Debtor, is also a named insured on the Insurance Programs. The Debtor believes the majority of the risks and liabilities associated with the operation of the Debtor’s business, as insured by the Insurance Programs, is borne by the Debtor. Pursuant to the Contribution Agreement, dated May 18, 2010, between the Debtor and HSG, any insurance proceeds received by HSG relating to TRBP liabilities are required to be distributed to TRBP.

believes that all Workers' Compensation Claims are within the policy limits of the Workers' Compensation Program.

**B. Liability and Property Insurance Program**

28. The Administrator has procured and negotiated various liability and property insurance policies on behalf of the Debtor. Specifically, the insurance policies provide the Debtor with insurance coverage for liabilities relating to, among other things, general liability, property, employment practices, fiduciary liability, foreign liability, automobile liability, and media liability. Continuation of these policies is essential to the ongoing operation and protection of the Debtor's business.

29. In addition to the Workers' Compensation Program, the Debtor is required to pay premiums in connection with its other Insurance Programs (collectively, the "Insurance Premiums"). The Insurance Premiums are based upon a fixed rate established by each Insurance Carrier or by means of a proportional allocation maintained by the Administrator. The Insurance Premiums for most of the Insurance Programs are determined annually and are paid in full or in quarterly installments in advance over the 2010 Policy Period as described in Exhibit A. Additionally, the Debtor has various deductible and coinsurance obligations that are paid based on the amount of claims made against the Insurance Programs, and that are calculated in accordance with the applicable Insurance Program. As of the Commencement Date, approximately \$125,487<sup>4</sup> will be due under the current existing insurance policies for the remainder of the 2010 Policy Period.

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<sup>4</sup> This amount excludes premiums due under the Workers' Compensation Program.

**Cause Exists to Authorize the Continuation  
of the Debtor's Insurance Programs  
and the Payment of the Debtor's Insurance Obligations**

30. Pursuant to section 503(b)(1) of the Bankruptcy Code, a debtor may incur, and the court, after notice and a hearing, shall allow as administrative expenses, among other things, “the actual, necessary costs and expenses of preserving the estate.” 11 U.S.C. § 503(b)(1). In addition, pursuant to section 363(b) of the Bankruptcy Code, a debtor may, in the exercise of its sound business judgment and after notice and a hearing, use property of the estate outside of the ordinary course of business. *Id.* § 363(b). Section 105(a) of the Bankruptcy Code further 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.

*Id.* § 105(a). The Debtor submits that the use of its estate funds for payment of the Insurance Obligations is permitted by sections 503(b)(1), 363(b), and 105(a) as necessary costs of preserving the Debtor's estate.

31. The Debtor believes that its obligations under its Insurance Programs will constitute postpetition obligations of the Debtor's estate. However, in the unlikely event any Insurance Obligations are prepetition obligations, the Debtor seeks authority under sections 105(a) and 1107(a) of the Bankruptcy Code to pay the prepetition Insurance Obligations as necessary and appropriate to carry out the Debtor's fiduciary duties, as discussed more fully in the Debtor's Motion to Pay the Prepetition Claims of Certain Creditors in the Ordinary Course of Business.

32. The Debtor submits that given the unique nature of this chapter 11 case – particularly the fact that all Claims and Equity Interests are unimpaired under the Prepackaged Plan and, therefore, will be paid in full by the Debtor or the Purchaser –the payment of Insurance Obligations as requested herein is justified and supported by existing case law. Moreover, paying the Insurance Obligations will enhance the value of the estate and benefit all parties in interest.

33. For example, in the present case, the nature of the Debtor’s business and the extent of its operations make it essential for the Debtor to maintain its Insurance Programs on an ongoing and uninterrupted basis. The nonpayment of any Insurance Obligations under any of the Insurance Programs could result in one or more of the Insurance Carriers terminating its existing policies, declining to renew its insurance policies, or refusing to enter into new insurance agreements with the Debtor in the future. This could leave the Debtor uninsured, subjecting the Debtor to the potential of a substantial liability—a risk that is not prudent in these circumstances.

34. In addition, pursuant to the guidelines (the “U.S. Trustee Guidelines”) established by the United States Trustee for the Northern District of Texas (the “U.S. Trustee”), the Debtor is obligated to remain current with respect to certain of its primary Insurance Programs. Should any insurance policy lapse during the pendency of the Debtor’s chapter 11 case, the U.S. Trustee Guidelines mandate that the Debtor forward proof of policy renewal of that policy to the U.S. Trustee. Therefore, the continuation and renewal of the Insurance Programs, on an uninterrupted basis, and the payment of all prepetition and postpetition Insurance Obligations arising under the Insurance Programs, is not only essential to preserve the Debtor’s business and the value of the Debtor’s estate for all creditors, but also compulsory pursuant to the U.S. Trustee Guidelines.

35. Accordingly, the Debtor seeks authority, pursuant to sections 105(a), 1107(a), 363(b), and 503(b)(1) of the Bankruptcy Code, to honor its Insurance Obligations and continue its Insurance Programs uninterrupted, as such programs were in effect as of the Commencement Date. The Debtor submits that payment of obligations due or arising under or related to these Insurance Programs will be paid in the ordinary course of business and in accordance with the terms of these programs and policies and in a manner consistent with prepetition practices.

36. Numerous courts in this and other districts have granted the relief requested herein in other large chapter 11 cases. *See, e.g., In re Pilgrims Pride*, Case No. 08-45664 (DML) (Bankr. N.D. Tex. Dec. 3, 2008); *In re Renaissance Hospital – Grand Prairie, Inc.*, Case No. 08-43775-11 (DML) (Bankr. N.D. Tex. Sept. 4, 2008); *In re Home Interiors & Gifts, Inc.*, Case No. 08-31961 (BJH) (Bankr. N.D. Tex. June 2, 2008); *In re Bombay Company, Inc.*, Case No. 07-44084 (DML) (Bankr. N.D. Tex. Sept. 20, 2008); *In re Sharper Image Corp.*, Case No. 08-10322 (KG) (Bankr. D. Del. Feb. 20, 2008); *In re Charys Holding Company, Inc. and Crochet & Borel Servs., Inc.*, Case No. 08-10289 (BLS) (Bankr. D. Del. Feb. 15, 2008).<sup>5</sup>

### **The Automatic Stay Should Be Waived for Workers' Compensation Claims**

37. Section 362(a) of the Bankruptcy Code, commonly known as the “automatic stay,” operates to stay

the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding against the debtor that was or could have been commenced before the commencement of the case under this title, or to recover a claim against the debtor that arose before the commencement of the case under this title.

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<sup>5</sup> Because of the voluminous nature of the orders cited herein, they are not annexed to this Motion. Copies of these orders are available upon request of Debtor's counsel.

11 U.S.C. § 362(a)(1). Section 362, however, permits a debtor or other parties in interest to request a modification or termination of the automatic stay for “cause.” *Id.* § 362(d)(1).

38. To the extent the Debtor’s employees hold valid workers’ compensation claims, the Debtor seeks authorization, under section 362(d) of the Bankruptcy Code, to permit these employees to proceed with their claims in the appropriate judicial or administrative forum. The Debtor believes cause exists to modify the automatic stay because prohibiting the Debtor’s employees from proceeding with their claims could have a detrimental effect on the financial well-being and morale of such employees and lead to their departure.

39. To this end, and solely with respect to Workers’ Compensation Claims covered under the Workers’ Compensation Program, the Debtor seeks to modify the automatic stay as it relates to the Workers’ Compensation Claims; provided, that such claims are pursued in accordance with the Workers’ Compensation Program and recoveries, if any, are limited to the proceeds from the applicable Workers’ Compensation Program. All other claims, including any relating to matters covered by other Insurance Programs, will remain subject to the automatic stay. To effectuate the aforementioned modification of the automatic stay, the Debtor requests that the Court waive the stay of a judgment under Bankruptcy Rule 7062 and the requirements under Bankruptcy Rule 9014 relating to contested matters with respect to claims under the Workers’ Compensation Program.

40. Pursuant to this Motion, the Debtor does not seek a waiver, termination, or modification of the automatic stay with respect to any other claims or matters, and nothing in this motion should be construed as a request therefor.



**Request for Authority for Banks  
to Honor and Pay Checks Issued and Electronic  
Funds Transfers Requested to Pay Insurance Obligations**

41. As part of its cash management system, the Debtor maintains disbursement accounts (collectively, the “Disbursement Accounts”) at various banks and other financial institutions (collectively, the “Banks”). The Debtor draws upon funds in its Disbursement Accounts to satisfy obligations arising from the Insurance Obligations. The Debtor requests that the Court authorize and direct the Banks and any other applicable financial institutions to receive, process, honor, and pay any and all checks drawn or electronic funds transferred to pay the Insurance Obligations, whether such checks were presented prior to or after the Commencement Date. The Debtor also seeks authority to issue new postpetition checks, or effect new electronic funds transfers, on account of such Insurance Obligations to replace any prepetition checks or electronic funds transfer requests that may be dishonored or rejected as a result of the commencement of the Debtor’s chapter 11 case. The Debtor submits that it has sufficient liquidity to pay such amounts as they become due in the ordinary course of the Debtor’s businesses.

**The Debtor Has Satisfied Bankruptcy Rule 6003**

42. Bankruptcy Rule 6003 provides that, except to the extent the relief requested herein is necessary to avoid the immediate and irreparable harm, the court shall not, within 21 days after the filing of the petition, grant relief regarding a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition. As detailed above and as set forth in the Fischer Declaration, the Debtor submits that such relief is necessary to avoid immediate and irreparable harm to the Debtor and its estate and, accordingly, submit that Bankruptcy Rule 6003 is satisfied.

**Waiver of Bankruptcy Rules 6004(a) and (h)**

43. Unless the Court orders otherwise, Bankruptcy Rule 6004(a) requires the Debtor provide 21 days notice to all creditors and certain other parties in interest of the use of property outside the ordinary course of business. Moreover, unless the Court orders otherwise, Bankruptcy Rule 6004(h) automatically stays for 14 days any order granting such relief. As described above and in the Fischer Declaration, the relief requested in this Motion is necessary to avoid immediate and irreparable harm to the Debtor that would otherwise be caused by a delay in the relief requested herein. Therefore, to the extent applicable, the Debtor requests the Court waive (i) the notice requirements under Bankruptcy Rule 6004(a) and (ii) the stay of the order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h).

**Reservation of Rights**

44. Nothing contained herein is intended or shall be construed as (i) an admission as to the validity of any claim against the Debtor, (ii) a waiver of the Debtor or any party in interest's rights to dispute any claim, or (iii) an approval or assumption of any agreement, contract, program, policy or lease under section 365 of the Bankruptcy Code. Likewise, if this Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended and should not be construed as an admission to the validity of any claim or a waiver of the Debtor's rights to dispute such claim subsequently.

**The Relief Requested is Appropriate**

45. 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**

46. 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 thirty largest unsecured creditors; (iii) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the First Lien Credit Facility; (iv) counsel to GSP Finance LLC, as successor in interest to Barclays Bank PLC, as administrative agent under the Second Lien Credit Facility; (v) counsel to Major League Baseball; (vi) counsel to the Major League Baseball Players Association; and (vii) counsel to the Purchaser. The Debtor respectfully submits that no further notice of this Motion is required.

**No Previous Request**

47. No previous request for the relief sought herein has been made 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  
Martin A. Sosland (18855645)  
WEIL, GOTSHAL & MANGES LLP  
200 Crescent Court, Suite 300  
Dallas, Texas 75201  
Telephone: (214) 746-7700  
Facsimile: (214) 746-7777

Ronit J. Berkovich (*pro hac vice* pending)  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007

Attorneys for Debtor and  
Debtor in Possession

**EXHIBIT A**

**INSURANCE PROGRAMS AND POLICIES**

<b>Insurance Policies and Insurance Carriers</b>	<b>Policy No.</b>	<b>Policy Period</b>
<b>Worker's Compensation and Employer's Liability</b>	WLRC457115272	2/01/10 to 1/31/2011
ACE Insurance Company		
MLB Bases Captive Insurance Company		
<b>Commercial/General Liability</b>	AXAL02100206-10	2/01/2010 to 1/31/2011
AXIS Surplus Insurance Company		
ACE American Insurance Company		
XL Insurance America, Inc.		
Zurich American Insurance Company		
Allied World National Assurance Company		
Lexington Insurance Company		
AIG Excess Liability Insurance Company		
Westchester Fire		
<b>League-Wide All Risk Property &amp; Terrorism Program</b>		2/01/2010 to 1/31/2011
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<b>Business Automobile Liability</b>	AXA1O2100206-10	2/01/2010 to 1/31/2011
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Insurance Company of the State of Pennsylvania (AIG)		
<b>Employment Practices Liability</b>		3/01/10 to 2/28/2011
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<b>Nuclear, Chem, Radio, Bio Captive Premium</b>	015262117	2/01/2010 to 1/31/2011
MLB Burlington Assurance Exchange Society		
<b>TRIA Captive Premium-Terrorism</b>	015262117	2/01/2010 to 1/31/2011
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National Union Fire Insurance Co. of Pittsburgh, PA (A Member Company of AIG)		
<b>Media Cyber and Fiduciary Liability Insurance</b>	015000845	2/01/2010 to 1/31/2011
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<b>Fiduciary</b>		
Great American	FDX6660773	2/01/2010 to 1/31/2011
Arch Insurance	FDC002927001	
Scottsdale Indemnity	XM1000203	
<b>Non-Baseball Events Liability</b>		
Philadelphia Indemnity Insurance Company		2/01/2010 to 1/31/2011

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

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

**INTERIM ORDER PURSUANT TO SECTIONS 105(a), 362(d), 363(b), 363(c), 503(b) AND 1107(a) OF THE BANKRUPTCY CODE FOR AUTHORIZATION TO (A) CONTINUE THE DEBTOR’S WORKERS’ COMPENSATION, LIABILITY, PROPERTY, AND OTHER INSURANCE PROGRAMS AND (B) PAY ALL OBLIGATIONS IN RESPECT THEREOF AND SETTING FINAL HEARING**

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), 362(d), 363(b), 363(c), 503(b) and 1107(a) of the

Bankruptcy Code,<sup>1</sup> for entry of an interim order (the “Interim Order”) and a final order authorizing the Debtor to (a) continue its workers’ compensation, liability, property, and other insurance programs (the “Insurance Programs”), including, but not limited to, those annexed hereto as Exhibit A and (b) pay all obligations in respect thereof, 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 the Court having considered the Motion at an interim hearing on \_\_\_\_\_, 2010 (the “Interim Hearing”); 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 Interim Hearing to consider the relief requested therein having been provided to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) the Debtor’s thirty largest unsecured creditors; (iii) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the First Lien Credit Facility; (iv) counsel to GSP Finance LLC, as successor in interest to Barclays Bank PLC, as administrative agent under the Second Lien Credit Facility; (v) counsel to Major League Baseball; (vi) counsel to the Major League Baseball Players Association; and (vii) counsel to the Purchaser (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 relief granted herein being necessary to avoid immediate and irreparable harm; and the Court having held the Interim

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<sup>1</sup> Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

Hearing with the appearances of interested parties noted in the record of the Interim 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 on an interim basis.
2. Pursuant to this Interim Order, the Debtor is authorized, but not required, to pay any amounts due for Insurance Obligations incurred by the Debtor prior to the Commencement Date that become due and payable by the Debtor prior to entry of a final order on the Motion (the “Interim Period”)<sup>1</sup>.
3. The Debtor is authorized and empowered to maintain and renew its Insurance Programs without interruption, on the same basis, and in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtor’s chapter 11 case.
4. The Debtor is authorized, but not required, to pay, in its sole discretion, all premiums, claims, deductibles, retrospective adjustments, administrative and broker’s fees, and all other obligations arising under the Insurance Programs (the “Insurance Obligations”), including those Insurance Obligations that were due and payable or related to the period before the commencement of this chapter 11 case without further order of the Court.
5. Pursuant to section 362(d) of the Bankruptcy Code, to the extent any of the Debtor’s employees hold claims under the Debtor’s Workers’ Compensation Program, these employees are authorized to proceed with their workers’ compensation claims in the appropriate judicial or administrative forum under the Workers’ Compensation Program; *provided* that such

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<sup>1</sup> To the best of the Debtor’s knowledge, all prepetition Insurance Obligations have been paid.



claims are pursued in accordance with the Workers' Compensation Program and recoveries, if any, are limited to the proceeds from the applicable Workers' Compensation Program.

6. Nothing in this Interim Order nor any action taken by the Debtor in furtherance of the implementation hereof shall be deemed an approval of the assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

7. Nothing in this Interim Order shall impair the ability of the Debtor or appropriate party in interest to contest any claim of any creditor pursuant to applicable law or otherwise dispute, contest, setoff, or recoup any claim, or assert any rights, claims or defenses related thereto.

8. The Debtor's banks or other financial institutions are authorized and directed to process, honor, and pay any checks drawn or electronic funds transfers requested on the Debtor's account to pay the Insurance Obligations, and the costs and expenses incident thereto, whether those checks or electronic funds transfer requests were presented prior to or after the Commencement Date, *provided however*, that such checks or electronic funds transfers are identified by the Debtor as relating directly to the payment of the Insurance Obligations authorized to be paid pursuant to this Interim Order, in each case solely to the extent that there exist sufficient funds to make such payments or other transfers; *provided* that in no event shall any such bank or other financial institution that takes any such action either (i) at the direction of the Debtor, (ii) in good faith belief that the Court has authorized such action consistent with the implementation of reasonable item handling procedures, or (iii) as a result of an innocent mistake made despite the implementation of reasonable item handling procedures, be deemed in violation of this Interim Order or have liability in connection therewith.

9. Any objections to the Motion (“Objections”) on a final basis shall be in writing, filed with the Clerk of the United States Bankruptcy for the Northern District of Texas, Fort Worth Division together with proof of service thereof, set forth the name of the objector, the nature and amount of any claim or interest asserted by the objector against the estate or property of the Debtor, and state the legal and factual basis for such Objection. Any such Objections should be served upon the following parties so as to be received no later than \_\_\_\_\_ .m. (Central Time) on \_\_\_\_\_, 2010 at \_\_:\_\_ .m. (the “Objection Deadline”): (i) counsel to the Debtor, Weil, Gotshal & Manges LLP, 200 Crescent Court, Suite 300, Dallas, Texas 75201, Attn: Martin A. Sosland, Esq. and Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153, Attn: Ronit J. Berkovich, Esq.; (ii) counsel to the Purchaser, Foley & Lardner LLP, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202, Attn: Mary K. Braza, Esq. and Kevin R. Schulz, Esq. and Foley & Lardner LLP, 321 North Clark Street, Suite 2800, Chicago, Illinois 60610, Attn: Michael J. Small, Esq.; (iii) counsel to the Purchaser, Barlow Garsek & Simon, LLP, 3815 Lisbon Street, Fort Worth, Texas 76107, Attn: Robert A. Simon, Esq.; (iv) counsel to the Purchaser, Sherrard, German & Kelly, P.C., 28th Floor, Two PNC Plaza, 620 Liberty Avenue, Pittsburgh, Pennsylvania 15222, Attn: David J. Lowe, Esq.; (v) counsel to the Committee, if one shall have been appointed; (vi) the U.S. Trustee, 1000 Commerce Street, Room 976, Dallas, Texas 75242, Attn: Lisa L. Lambert, Esq.; (vii) counsel to JPMorgan Chase Bank, N.A., Latham & Watkins LLP, 885 Third Avenue, New York, New York 10022, Attn: Ronan Wicks, Esq. and David Teh, Esq.; (viii) counsel to GSP Finance LLC, Clifford Chance US LLP, 31 West 52nd Street, New York, New York 10019, Attn: Jason P. Young, Esq.; (ix) counsel to MLB, Paul Weiss Rifkind Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019, Attn: Stephen J. Shimshak, Esq., Jordan E. Yarett, Esq. and Philip

A. Weintraub, Esq.; and (x) the Office of the Commissioner of Baseball, 245 Park Avenue, New York, New York 10167, Attn: Thomas J. Ostertag, Esq.

10. If an Objection to the Motion is not received by the Objection Deadline, the relief requested shall be deemed unopposed, and the Court may enter a final order approving the Motion without a hearing.

11. If an Objection to the Motion is received by the Objection Deadline, a hearing will be held on \_\_\_\_\_ \_\_, 2010 at \_\_.m. to consider the relief requested herein on a final basis (the "Final Hearing") and, following the conclusion of the Final Hearing, the relief granted herein shall remain in effect with respect to the Interim Period.

12. Rule 6003 of the Federal Rules of Bankruptcy Procedure has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor.

13. Rules 6004(a) and (h) of the Federal Rules of Bankruptcy Procedure has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor.

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

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

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

###END OF ORDER###

**Exhibit A**

<b>Insurance Policies and Insurance Carriers</b>	<b>Policy No.</b>	<b>Policy Period</b>
<b>Worker's Compensation and Employer's Liability</b>	WLRC457115272	2/01/10 to 1/31/2011
ACE Insurance Company		
MLB Bases Captive Insurance Company		
<b>Commercial/General Liability</b>	AXAL02100206-10	2/01/2010 to 1/31/2011
AXIS Surplus Insurance Company		
ACE American Insurance Company		
XL Insurance America, Inc.		
Zurich American Insurance Company		
Allied World National Assurance Company		
Lexington Insurance Company		
AIG Excess Liability Insurance Company		
Westchester Fire		
<b>League-Wide All Risk Property &amp; Terrorism Program</b>		2/01/2010 to 1/31/2011
Lexington Insurance Company		
FM Global		
<b>Business Automobile Liability</b>	AXA1O2100206-10	2/01/2010 to 1/31/2011
AXIS Insurance Company		
<b>Commercial Umbrella Liability - Primary</b>		2/01/2010 to 1/31/2011
National Union Fire Insurance of Pittsburgh (A Member Company of AIG)		
<b>League-Wide Foreign Liability</b>		2/01/2010 to 1/31/2011
Insurance Company of the State of Pennsylvania (AIG)		
<b>Employment Practices Liability</b>		3/01/10 to 2/28/2011
Philadelphia Indemnity Insurance Companies		
<b>Nuclear, Chem, Radio, Bio Captive Premium</b>	015262117	2/01/2010 to 1/31/2011
MLB Burlington Assurance Exchange Society		
<b>TRIA Captive Premium-Terrorism</b>	015262117	2/01/2010 to 1/31/2011
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National Union Fire Company of Pittsburgh, PA (A Member Company of AIG)		
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Great American	FDX6660773	2/01/2010 to 1/31/2011
Arch Insurance	FDC002927001	
Scottsdale Indemnity	XM1000203	
<b>Non-Baseball Events Liability</b>		
Philadelphia Indemnity Insurance Company		2/01/2010 to 1/31/2011

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

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

**FINAL ORDER PURSUANT TO SECTIONS 105(a), 362(d), 363(b),  
363(c), 503(b) AND 1107(a) OF THE BANKRUPTCY CODE FOR  
AUTHORIZATION TO (A) CONTINUE THE DEBTOR’S WORKERS’  
COMPENSATION, LIABILITY, PROPERTY, AND OTHER INSURANCE  
PROGRAMS AND (B) PAY ALL OBLIGATIONS IN RESPECT THEREOF**

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), 362(d), 363(b), 363(c), 503(b) and 1107(a) of the

Bankruptcy Code,<sup>1</sup> for entry of an interim order and a final order (the “Final Order”) authorizing the Debtor to (a) continue its workers’ compensation, liability, property, and other insurance programs (the “Insurance Programs”), including, but not limited to, those annexed hereto as Exhibit A and (b) pay all obligations in respect thereof, all as more fully described in the Motion; and upon consideration of the Declaration of Kellie Fischer in Support of the Debtor’s Chapter 11 Petition and Requests for First Day Relief (the “Fischer Declaration”); and the Court having considered the Motion at an interim hearing on \_\_\_\_\_, 2010, and having entered an order granting interim relief required in the Motion (the “Interim Order”) and scheduled a final hearing on the Motion, and the Court having conducted the final hearing on \_\_\_\_\_, 2010 (the “Final Hearing”); 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 Final Hearing to consider the relief requested therein having been provided to: (i) the Office of the United States Trustee for the Northern District of Texas; (ii) the Debtor’s thirty largest unsecured creditors; (iii) counsel to JPMorgan Chase Bank, N.A., as administrative agent under the First Lien Credit Facility; (iv) counsel to GSP Finance LLC, as successor in interest to Barclays Bank PLC, as administrative agent under the Second Lien Credit Facility; (v) counsel to Major League Baseball; (vi) counsel to the Major League Baseball Players Association; and (vii) counsel to the Purchaser (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

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<sup>1</sup> Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Motion.

of the Debtor, its estate, creditors, and all parties in interest; and the relief granted herein being necessary to avoid immediate and irreparable harm; and the Court having held the Final Hearing with the appearances of interested parties noted in the record of the Final 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 on a final basis.
2. In addition to the relief granted in the Interim Order, the Debtor is authorized, but not required, to continue to pay any amounts due for Insurance Obligations incurred by the Debtor prior to the Commencement Date in accordance with the terms and conditions of the Motion.
3. The Debtor is authorized and empowered to maintain and renew its Insurance Programs without interruption, on the same basis, and in accordance with the same practices and procedures as were in effect prior to the commencement of the Debtor's chapter 11 case.
4. The Debtor is authorized, but not required, to pay, in its sole discretion, all premiums, claims, deductibles, retrospective adjustments, administrative and broker's fees, and all other obligations arising under the Insurance Programs (the "Insurance Obligations"), including those Insurance Obligations that were due and payable or related to the period before the commencement of this chapter 11 case without further order of the Court.
5. Pursuant to section 362(d) of the Bankruptcy Code, to the extent any of the Debtor's employees hold claims under the Debtor's Workers' Compensation Program, these employees are authorized to proceed with their workers' compensation claims in the appropriate judicial or administrative forum under the Workers' Compensation Program; *provided* that such



claims are pursued in accordance with the Workers' Compensation Program and recoveries, if any, are limited to the proceeds from the applicable Workers' Compensation Program.

6. Nothing in this Final Order nor any action taken by the Debtor in furtherance of the implementation hereof shall be deemed an approval of the assumption or rejection of any executory contract or unexpired lease pursuant to section 365 of the Bankruptcy Code.

7. Nothing in this Final Order shall impair the ability of the Debtor or appropriate party in interest to contest any claim of any creditor pursuant to applicable law or otherwise dispute, contest, setoff, or recoup any claim, or assert any rights, claims or defenses related thereto.

8. The Debtor's banks or other financial institutions are authorized and directed to process, honor, and pay any checks drawn or electronic funds transfers requested on the Debtor's account to pay the Insurance Obligations, and the costs and expenses incident thereto, whether those checks or electronic funds transfer requests were presented prior to or after the Commencement Date, *provided however*, that such checks or electronic funds transfers are identified by the Debtor as relating directly to the payment of the Insurance Obligations authorized to be paid pursuant to this Final Order, in each case solely to the extent that there exist sufficient funds to make such payments or other transfers; *provided* that in no event shall any such bank or other financial institution that takes any such action either (i) at the direction of the Debtor, (ii) in good faith belief that the Court has authorized such action consistent with the implementation of reasonable item handling procedures, or (iii) as a result of an innocent mistake made despite the implementation of reasonable item handling procedures, be deemed in violation of this Final Order or have liability in connection therewith.

9. Rule 6003 of the Federal Rules of Bankruptcy Procedure has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor.

10. Rules 6004(a) and (h) of the Federal Rules of Bankruptcy Procedure has been satisfied because the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtor.

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

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

###END OF ORDER###

**EXHIBIT A**

**INSURANCE PROGRAMS AND POLICIES**

<b>Insurance Policies and Insurance Carriers</b>	<b>Policy No.</b>	<b>Policy Period</b>
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