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Attorneys for Debtor and
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**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		

**ATTORNEY CHECKLIST AND CERTIFICATE OF COUNSEL
CONCERNING MOTION AND ORDER PERTAINING TO
POSTPETITION FINANCING AND USE OF CASH COLLATERAL**

This is to certify that the following checklist fully responds to the Court’s inquiry pursuant to General Order 2006–02 (Exhibit J and the comments thereto) concerning material terms of the Motion of the Debtor for Interim and Final Orders Authorizing Debtor in Possession to (i) Enter into Postpetition Financing Documents and Obtain Postpetition Financing Pursuant to Section 363 and 364 of the Bankruptcy Code, (ii) Grant Liens, Security Interests, and Superpriority Claims, (iii) Provide Adequate Protection to Prepetition Secured Creditors, (iv) Use

Cash Collateral Pursuant to Sections 105, 361, 362, 363, and 507 of the Bankruptcy Code, and

(v) Schedule a Final Hearing (the "Motion") and proposed order (the "Interim Order") and

indicates whether the provisions listed below are included in the Motion and/or Interim Order.

Yes, at Page/Exhibit
"Y" means yes;
"N" means no
"N/A" means not applicable

1. Identification of Proceeding:

- (a) Preliminary or final motion/order
 (circle one)
- (b) Continuing use of cash collateral (§ 363) Y
- (c) New financing (§ 364) Y
- (d) Combination of §§ 363 and 364 financing Y
- (e) Emergency hearing (immediate and irreparable harm)..... Y

2. Stipulations:

- (a) Brief history of debtor's businesses and status of debtor's prior relationships with lender..... Y
 Description of Business at Motion ¶¶ 7-11. Prior relationships with lenders at Motion ¶¶ 12-18; ¶¶ 25-28.
- (b) Brief statement of purpose and necessity of financing Y, at Motion ¶¶ 32-38.
- (c) Brief statement of type of financing (i.e., accounts receivable, inventory) Y, at Motion ¶ 1.
- ** (d) Are lender's pre-petition security interest(s) and liens deemed valid, fully perfected and non-avoidable..... Y, for Debtor at Interim Order ¶ 18.
- (i) Are there provisions to allow for objections to above?..... Y, (other than for Debtor) at Interim Order ¶ 18.
- (e) Is there a post-petition financing agreement between lender and debtor? Y
- (i) If so, is agreement attached?..... Y
- ** (f) If there is an agreement, are lender's post-petition security interests and liens deemed valid, fully perfected and non-avoidable? Y, at Interim Order at ¶¶ 3-4.
- (g) Is lender undersecured or oversecured?
 (circle one)
- (h) Has lender's non-cash collateral been appraised?..... N

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- (i) insert date of latest appraisal..... N/A
- (i) Is debtor’s proposed budget attached?..... Y
- (j) Are all pre-petition loan documents identified?..... Y, Motion at ¶¶ 25–28.
- (k) Are pre-petition liens on single or multiple assets? (circle one).....
- (l) Are there pre-petition guaranties of debt? Y, Motion at ¶¶ 26–27.
- (i) Limited or unlimited? (circle one) Y, Motion at ¶¶26–27.

3. Grant of Liens:

- * (a) Do post-petition liens secure pre-petition debts?..... N, other than Adequate Protection Liens. Motion at ¶ 56–68. Interim Order at ¶ 8.
- * (b) Is there cross-collateralization?..... N
- ** (c) Is the priority of post-petition liens equal to or higher than existing liens? N
- ** (d) Do post-petition liens have retroactive effect? N
- (e) Are there restrictions on granting further liens or liens of equal or higher priority?..... Y
- * (f) Is lender given liens on claims under §§ 506(c), 544–50 and §§ 522?..... N
- ** (i) Are lender’s attorneys fees to be paid? Y, Interim Order at ¶ 14.
- (ii) Are debtor’s attorneys fees excepted from § 506(c) N
- * (g) Is lender given liens upon proceeds of causes of action under §§ 544, 547 and 548? N

4. Administrative Priority Claims:

- (a) Is lender given an administrative priority? Y
- (b) Is administrative priority higher than § 507(a)?..... Y
- (c) Is there a conversion of pre-petition secured claim to post-petition administrative claim by virtue of use of existing collateral Y

5. Adequate Protection (§ 361):

- (a) Is there post-petition debt service? Interest will accrue at non-default contract rate.

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- (b) Is there a replacement/additional 361(1) lien? (circle one or both)..... Y
- ** (c) Is the lender’s claim given super-priority (§ 364(c) or (d)) [designate]..... Y (§ 364(c))
- (d) Are there guaranties? N
- (e) Is there adequate insurance coverage?..... Y
- (f) Other? _____
- 6. Waiver/Release Claims v. Lender:**
- ** (a) Debtor waives or releases claims against lender, including, but not limited to, claims under §§ 506(c), 544-550, 552, and 553 of the Code? Y
- ** (b) Does the debtor waive defenses to claim or liens of lender? Y
- 7. Source of Post-Petition Financing (§ 364 Financing):**
- (a) Is the proposed lender also a pre-petition lender?..... Y
- (b) New post-petition lender? N
- (c) Is the lender an insider? N
- 8. Modification of Stay:**
- ** (a) Is any modified lift of stay allowed?..... Y
- ** (b) Will the automatic stay be lifted to permit lender to exercise self-help upon default without further order? Y
- (c) Are there any other remedies exercisable without further order of court?..... Y
- (d) Is there a provision that any future modification of order shall not affect status of debtor’s post-petition obligations to lender?..... Y
- 9. Creditors’ Committee:**
- ** (a) Has creditors’ committee been appointed? N
- (b) Does creditors’ committee approve of proposed financing?..... N/A
- 10. Restrictions on Parties In Interest:**
- ** (a) Is a plan proponent restricted in any manner, concerning modification of lender’s rights, liens and/or causes?..... N/A
- ** (b) Is the debtor prohibited from seeking to enjoin the lender in pursuit of rights? Y

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- ** (c) Is any party in interest prohibited from seeking to modify this order?..... N
- (d) Is the entry of any order conditioned upon payment of debt to lender? Y, Interim Order at ¶ 19.
- (e) Is the order binding on subsequent trustee on conversion? Y

11. Nunc Pro Tunc:

- ** (a) Does any provision have retroactive effect?..... N

12. Notice and Other Procedures:

- (a) Is shortened notice requested? Y
- (b) Is notice requested to shortened list? N
- (c) Is time to respond to be shortened?..... Y
- (d) If final order sought, have 15 days elapsed since service of motion pursuant to Rule 4001(b)(2)? N/A
- (e) If preliminary order sought, is cash collateral necessary to avoid immediate and irreparable harm to the estate pending a final hearing?..... Y
- (f) Is a Certificate of Conference included?..... No. For the reasons described in the Motion, the Debtor was unable to seek consent of certain prepetition secured lenders for use of cash collateral.
- (g) Is a Certificate of Service included? Y
- (h) Is there verification of transmittal to U.S. Trustee included pursuant to Rule 9034?..... Y
- (i) Has an agreement been reached subsequent to filing motion? Y, as to the DIP Lender; N, as to certain prepetition secured lenders on use of cash collateral, for the reasons described in the Motion.
- (i) If so, has notice of the agreement been served pursuant to Rule 4001(d)(1)?..... N/A
- (ii) Is the agreement in settlement of motion pursuant to Rule 4001(d)(4)?..... N/A
- (iii) Does the motion afford reasonable notice of material provisions of agreement pursuant to Rule 4001(d)(4)?..... N/A

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(iv) Does the motion provide for opportunity for hearing pursuant to Rule 9014? Y

Dated: May 24, 2010
Fort Worth, Texas

/s/ Martin A. Sosland
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