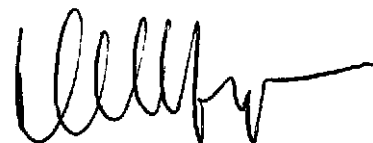


U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
**ENTERED**  
THE DATE OF ENTRY IS  
ON THE COURTS DOCKET  
TAWANA C. MARSHALL, CLERK



D. Michael Lynn  
U.S. Bankruptcy Judge

**MAY 26 2010**

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

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

**ORDER PURSUANT TO SECTIONS 105(a), 363(c), AND 345(b) OF THE  
BANKRUPTCY CODE (I) AUTHORIZING DEBTOR TO (A) CONTINUE  
USING EXISTING CASH MANAGEMENT SYSTEM (B) MAINTAIN  
EXISTING BANK ACCOUNTS, AND (II) GRANTING AN EXTENSION  
OF TIME TO COMPLY WITH THE REQUIREMENTS OF SECTION  
345(b) OF THE BANKRUPTCY CODE  
[Relates to Docket No. 23]**

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) and 363(b) of the Bankruptcy Code,<sup>1</sup> for (i) authorization

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

to (a) continue to use its existing cash management system, (b) maintain its existing bank accounts, and (ii) an extension of time to comply with the requirements of section 345(b) of the Bankruptcy Code with respect to the Cash Management System, 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 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; (vii) counsel to the Purchaser; (viii) PlainsCapital Bank; and (ix) Bank of America (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 Hearing with the appearances of interested parties noted in the record of the Hearing; and upon the entire record and all of the proceedings before the Court, the Court hereby ORDERS that:

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

2. The Debtor is authorized and empowered, pursuant to sections 105(a) and 363(c)(1) of the Bankruptcy Code, to continue the Cash Management System maintained by the Debtor before the commencement of this chapter 11 case, and to collect, concentrate, and disburse cash in accordance with that Cash Management System.

3. The Debtor is authorized to: (i) designate, maintain, and continue to use any or all of the existing Bank Accounts, in the names and with the account numbers existing immediately prior to the commencement of this chapter 11 case; (ii) deposit funds into and withdraw funds from such accounts by all usual means including, without limitation, checks, wire transfers, automated transfers and other debits; and (iii) treat the Debtor's prepetition Bank Accounts for all purposes as debtor in possession accounts; *provided, however*, that nothing contained herein shall authorize any bank or financial institution in which a Bank Account is maintained (a "Bank"), to honor or pay any check issued on account of a prepetition claim, except as otherwise provided by order of this Court.

4. All Banks with which the Debtor maintains Bank Accounts as of the Commencement Date are authorized and directed to continue to treat, service, and administer the Bank Accounts as accounts of the respective Debtor as a debtor in possession without interruption and in the usual and ordinary course, and to receive, process, honor and pay any and all checks, drafts, wires, or other transfers by the holders or makers thereof, as the case may be which originated (i) prepetition and were presented prepetition but not honored until after the Commencement Date; (ii) prepetition but are not presented to the Banks for payment until after the Commencement Date; and (iii) postpetition and are presented to the Banks for payment after the Commencement Date.

5. Each Bank that maintains a Bank Account shall implement reasonable handling procedures designed to effectuate the terms of this Order, and no Bank that implements such handling procedures and then honors a prepetition check or other item drawn on any Bank Account that is the subject of this Order either (i) at the direction of the Debtor to honor such prepetition check or item, (ii) in good faith belief that the Court has authorized such prepetition check or item to be honored, or (iii) as a result of an innocent mistake made despite implementation of such handling procedures, shall be deemed in violation of this Order and shall have no liability for a prepetition or other item drawn on any Bank Account that is the subject of this Order.

6. The Debtor is directed to maintain records of each and every transfer within the Cash Management System occurring on or after the Commencement Date to the same extent maintained by the Debtor prior to the Commencement Date, such that all postpetition transfers and transactions shall be adequately and promptly documented in, and readily ascertainable from, the Debtor's books and records.

7. Nothing contained herein shall prevent the Debtor from opening any additional bank accounts, or closing any existing Bank Account(s), as the Debtor may deem necessary and appropriate, and the Banks, and any other bank the Debtor deems appropriate are authorized to honor the Debtor's requests to open or close, as the case may be, such Bank Accounts or additional bank accounts.

8. The Debtor is in compliance with section 345(b) of the Bankruptcy Code; *provided, however*, that in the event that the U.S. Trustee or any interested party objects to the Debtor's compliance with section 345(b) of the Bankruptcy Code, the Debtor's time to come into compliance with section 345(b) is hereby extended for a period of forty-five days from the

Commencement Date (the “Extension Period”) and that such extension is without prejudice to the Debtor’s right to request a further extension of the Extension Period or the waiver of the requirements of section 345(b) in this case.

9. The Debtor is authorized to continue performing its respective obligations, commitments and transactions constituting intercompany transactions with non-debtor affiliates in the ordinary course of the business, including the payments for payroll, credit card expenses, and Shared Services.

10. The Debtor is authorized and shall (i) pay undisputed prepetition amounts outstanding as of the date hereof, if any, owed to its Banks as service charges for the maintenance of the Cash Management System, and (ii) reimburse the Banks for any claims arising, or chargebacks of deposits made, before or after the Commencement Date in connection with customer checks or other deposits into the Bank Accounts that have been dishonored or returned for any reason, together with any fees and costs in connection therewith, to the same extent that the Debtor was responsible prior to the Commencement Date; *provided, however*, that none of the Banks shall be required to make transfers from or honor any draws against any of the Bank Accounts except to the extent of collected funds available in such respective Bank Accounts.

11. The Debtor is authorized to pay customary prepetition banking and custody fees owed to any of its Banks and any such customary postpetition banking and custody fees will have administrative priority.

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 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 Order.

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

###END OF ORDER###