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ATTORNEYS FOR THE PLAINTIFFS

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

In re:

**TEXAS RANGERS BASEBALL
PARTNERS**

Debtor.

§
§
§
§
§
§

**Case No. 10-43400-DML-11

(Chapter 11)
(Jointly Administered)**

AVERY POINT CLO, LIMITED;	§	
CHATHAM LIGHT II CLO, LIMITED;	§	
KINGSLAND I, LTD.; KINGSLAND II,	§	
LTD.; KINGSLAND III, LTD.;	§	
MONARCH MASTER FUNDING LTD.;	§	
NASH POINT CLO; RACE POINT IV	§	
CLO, LTD.; AND STONEHILL	§	
OFFSHORE PARTNERS LIMITED,	§	
	§	
Plaintiffs,	§	Adv. Proc. No. 10-_____
	§	
v.	§	
	§	
TEXAS RANGERS BASEBALL	§	
PARTNERS AND RANGERS	§	
BALLPARK, LLC,	§	
	§	
Defendants.	§	
	§	

COMPLAINT

TO THE HONORABLE D. MICHAEL LYNN, UNITED STATES BANKRUPTCY JUDGE:

Avery Point CLO, Limited; Chatham Light II CLO, Limited; Kingsland I, Ltd.; Kingsland II, Ltd.; Kingsland III, Ltd.; Monarch Master Funding Ltd.; Nash Point CLO; Race Point IV CLO, Ltd.; and Stonehill Offshore Partners Limited (collectively, the "Plaintiffs") file this Complaint and in support shows as follows:

DEFENDANT PARTIES

1. Texas Rangers Baseball Partners ("TRBP") is a Texas general partnership. TRBP may be served with legal process at 1000 Ballpark Way, Suite 400, Arlington, Texas, 76011.
2. Rangers Ballpark LLC (together with TRBP, the "Defendants") is a Texas limited liability company. Rangers Ballpark LLC may be served with legal process by serving Casey Shilts with legal process at 1000 Ballpark Way, Ste. 400, Arlington, Texas, 76011.

BASIS FOR RELIEF REQUESTED

3. The Plaintiffs are entitled to the relief requested pursuant to common law and statutes, including the following sections of the Texas Business and Commerce Code:

§ 24.005. Transfers Fraudulent as to Present and Future Creditors

(a) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor, whether the creditor's claim arose before or within a reasonable time after the transfer was made or the obligation was incurred, if the debtor made the transfer or incurred the obligation:

(1) with actual intent to hinder, delay, or defraud any creditor of the debtor; or

(2) without receiving a reasonably equivalent value in exchange for the transfer or obligation, and the debtor:

(A) was engaged or was about to engage in a business or a transaction for which the remaining assets of the debtor were unreasonably small in relation to the business or transaction; or

(B) intended to incur, or believed or reasonably should have believed that the debtor would incur, debts beyond the debtor's ability to pay as they became due.

Tex. Bus. Comm. Code § 24.005; and

§ 24.006. Transfers Fraudulent as to Present Creditors

(a) A transfer made or obligation incurred by a debtor is fraudulent as to a creditor whose claim arose before the transfer was made or the obligation was incurred if the debtor made the transfer or incurred the obligation without receiving a reasonably equivalent value in exchange for the transfer or obligation and the debtor was insolvent at that time or the debtor became insolvent as a result of the transfer or obligation.

...

Tex. Bus. Comm. Code § 24.006; and

§ 24.008. Remedies of Creditors

(a) In an action for relief against a transfer or obligation under this chapter, a creditor, subject to the limitations in Section 24.009 of this code, may obtain:

(1) avoidance of the transfer or obligation to the extent necessary to satisfy the creditor's claim;

(2) an attachment or other provisional remedy against the asset transferred or other property of the transferee in accordance with the applicable Texas Rules of Civil Procedure and the Civil Practice and Remedies Code relating to ancillary proceedings; or

(3) subject to applicable principles of equity and in accordance with applicable rules of civil procedure:

(A) an injunction against further disposition by the debtor or a transferee, or both, of the asset transferred or of other property;

(B) appointment of a receiver to take charge of the asset transferred or of other property of the transferee; or

(C) any other relief the circumstances may require.

...

Tex. Bus. Comm. Code § 24.008.

JURISDICTION AND PROCEDURAL BACKGROUND

4. The Court has jurisdiction over this Adversary Proceeding pursuant to 28 U.S.C. §§ 1334 and 157. This Adversary Proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (H), and (O).

5. Venue is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

STATEMENT OF FACTS

TRBP, Its Bankruptcy Case, and Its Proposed Sale

6. TRBP owns and operates the Texas Rangers Major League Baseball Club (the "Texas Rangers"). On May 24, 2010 (the "Petition Date"), TRBP filed a voluntary petition for relief pursuant to chapter 11 of title 11 of the United States Code, thereby commencing the bankruptcy case styled *In re Texas Rangers Baseball Partners*; Case No. 10-43400-DML-11 (the "Bankruptcy Case") currently pending before the United States Bankruptcy Court for the Northern District of Texas, Ft. Worth Division.

7. In its Bankruptcy Case, TRBP filed a *Prepackaged Plan of Reorganization for Texas Rangers Baseball Partners under Chapter 11 of the Bankruptcy Code* [Case No. 10-43400, Docket No. 31] (the “Plan”) and a related *Disclosure Statement* [Case No. 10-43400, Docket No. 34] (the “Disclosure Statement”). The Disclosure Statement provides, “TRBP’s Prepackaged Plan provides for the sale of substantially all of the assets of TRBP – including the Texas Rangers Major League Baseball Club – to Rangers Baseball Express LLC . . . , an entity controlled by Chuck Greenberg and Nolan Ryan, through the Prepackaged Plan”¹ *Disclosure Statement*, at i.

The Agreements and Obligations Thereunder

The Credit Agreements

8. Rangers Ballpark LLC² and TRBP are guarantors of obligations and liabilities under that certain Amended and Restated First Lien Credit and Guaranty Agreement dated as of December 19, 2006 (as amended, modified, and supplemented, the “First Lien Credit Agreement”) by and among HSG Sports Group Holdings LLC (“HSGH”), HSG Sports Group LLC (“HSG”), certain subsidiaries of HSG, the lenders party thereto from time to time (collectively, the “First Lien Lenders”), JP Morgan Securities, Inc., as joint lead arranger and joint bookrunner, Barclays Bank PLC, as co-syndication agent, and JP Morgan Chase Bank, N.A., as administrative agent and collateral agent (in such capacity, “JPMC”). The First Lien Credit Agreement extended credit facilities of up to \$425 million, which are secured by a first lien on substantially all of the assets of HSGH, HSG, and HSG’s subsidiaries, including Rangers

¹ This proposed sale transaction shall be referred to as the “Proposed Sale Transaction”.

² Rangers Ballpark LLC is a direct, wholly-owned subsidiary of TRBP.

Ballpark LLC and TRBP. Thus, the First Lien Credit Agreement is secured by a first lien on the Ballpark Lease (as defined below).³

9. HSG, HSGH, and certain subsidiaries of HSG, including Rangers Ballpark LLC and TRBP, were in default under the First Lien Credit Agreement as of May 23, 2010.

10. Rangers Ballpark LLC is a full guarantor of the obligations under the First Lien Credit Agreement, and it granted security interests and liens for all obligations under the First Lien Credit Agreement.

11. TRBP's guarantee of the obligations under the Credit Agreements and the grants of security interests and liens are limited to a maximum aggregate amount of \$75 million.

12. The net consideration to be realized from the sale of all of the assets of TRBP (exclusive of assets owned by other persons) to Rangers Baseball Express LLC is significantly less than the amounts outstanding under the Credit Agreements.

13. As of May 23, 2010, the aggregate principal amount owing under the First Lien Credit Agreement to the First Lien Lenders was not less than \$416 million.

14. The aggregate principal amount owing to the Plaintiffs was not less than \$140 million. Specifically, as of May 23, 2010, the following principal amounts were owing to the Plaintiffs:

Plaintiffs	Amount
Kingsland I, Ltd.; Kingsland II, Ltd.; and Kingsland III, Ltd.	\$12,200,000

³ Rangers Ballpark LLC and TRBP are also guarantors of obligations and liabilities under that certain Second Lien Credit and Guaranty Agreement dated as of December 19, 2006 by and among HSGH, HSG, certain subsidiaries of HSG, the lenders party thereto from time to time (collectively, the "Second Lien Lenders"), JP Morgan Securities Inc., as arranger and joint bookrunner, and GSP Finance LLC, as successor-in-interest to Barclays Bank PLC, as administrative agent, collateral agent, and co-syndication agent (as amended, modified, and supplemented, the "Second Lien Credit Agreement" and together with the First Lien Credit Agreement, the "Credit Agreements"). The Second Lien Credit Agreement extended credit facilities of up to \$115 million, which the Second Lien Lenders assert are secured by a second lien on substantially all of the assets of HSGH, HSG, and HSG's subsidiaries, including Rangers Ballpark LLC and TRBP.

Monarch Master Funding Ltd.	\$119,819,887
Avery Point CLO, Limited; Chatham Light II CLO, Limited; Race Point IV CLO, Ltd.; and Nash Point CLO	\$4,880,000
Stonehill Offshore Partners Limited	\$3,300,000

The Ballpark Lease

15. The Rangers Ballpark in Arlington (the “Ballpark”) is the home field of the Texas Rangers, and Rangers Ballpark LLC leased the Ballpark from the City of Arlington and/or the Arlington Sports Facilities Development Authority, Inc. (“ASFDA”) pursuant to that certain Ballpark Lease Agreement dated as of June 13, 2007, as amended by that certain First Amendment to Ballpark Lease Agreement dated as of February 12, 2009 and that certain Second Amendment to Ballpark Lease Agreement dated as of May 13, 2010 (as amended, modified, and supplemented, the “Ballpark Lease”).

16. The Ballpark Lease was Rangers Ballpark LLC’s sole asset. Because Rangers Ballpark LLC pledged all of its assets as collateral under the First Lien Credit Agreement, the Ballpark Lease was included among the assets subject to the First Lien Lenders’ liens.

Default on the Credit Agreements

17. On March 31, 2009, HSG failed to make a scheduled interest payment under the Credit Agreements. As a result, on April 7, 2009, the Lenders accelerated the entire amount of the indebtedness thereunder.

18. No further payments were made on the Credit Agreements.

19. As of May 23, 2010, approximately \$525 million was outstanding under the Credit Agreements.

Transfer of the Ballpark

20. On May 22, 2010, two days before the Petition Date, TRBP and Rangers Ballpark LLC executed that certain Assignment and Assumption Agreement (the “Ballpark Assignment and Assumption Agreement”), a true and correct copy of which is attached hereto as Exhibit “A”. Under the Ballpark Assignment and Assumption Agreement, Rangers Ballpark LLC purported to assign to TRBP all of Rangers Ballpark LLC’s rights and benefits in and to the Ballpark Lease and certain agreements relating to the stadium. Under the Ballpark Assignment and Assumption Agreement, TRBP assumed the obligations and liabilities arising under and related to the Ballpark Lease and the agreements relating to the Ballpark.⁴

21. TRBP provided only \$10 in consideration to Rangers Ballpark LLC in connection with the execution of the Ballpark Assignment and Assumption Agreement.

22. Prior to the Transfer, Rangers Ballpark LLC had debts that exceeded the value of its assets.

23. Rangers Ballpark LLC was insolvent before, at the time of, and after the Transfer.

24. At the time of the Transfer, TRBP knew of the financial condition of, the assets owned by, and the obligations owed by, Rangers Ballpark LLC.

25. The Ballpark Lease was transferred from Rangers Ballpark LLC, a full guarantor under the Credit Agreements (with exposure of at least \$525 million) to TRBP, a limited guarantor under the Credit Agreements (which guarantee was capped at \$75 million).

⁴ The assignment of the rights and benefits in and to the Ballpark Lease shall be referred to as the “Transfer”.

RELIEF REQUESTED

Count One: Recovery of Fraudulent Transfers Made by Rangers Ballpark LLC to TRBP

26. The preceding paragraphs are incorporated herein by reference.

27. At the time of the Transfer and as of the date of this Complaint, the Plaintiffs had claims against Rangers Ballpark LLC in the aggregate amount of at least \$140 million.

28. Rangers Ballpark LLC effectuated the Transfer with actual intent to hinder, delay, or defraud the Plaintiffs.

29. Rangers Ballpark LLC effectuated the Transfer without receiving reasonably equivalent value in exchange for the Transfer.

30. At the time of the Transfer, Rangers Ballpark LLC (i) was engaged or was about to engage in a business or a transaction for which the remaining assets of Rangers Ballpark LLC were unreasonably small in relation to the business or transaction; or (ii) intended to incur, or believed or reasonably should have believed that it would incur, debts beyond its ability to pay as they became due.

31. Rangers Ballpark LLC was insolvent at that time or became insolvent as a result of the Transfer.

32. Accordingly, the Transfer is avoidable by the Plaintiffs under all applicable laws of the State of Texas.

33. Pursuant to section 24.008 of the Texas Business and Commerce Code, the Plaintiffs may, *inter alia*, avoid the Transfer and obtain an injunction against further disposition of the Ballpark Lease. Accordingly, the Plaintiffs may recover the Transfer, or the value of the Ballpark Lease, from TRBP.

Count Two: Imposition of Constructive Trust

34. The preceding paragraphs are incorporated herein by reference.

35. Given, among other things, the insolvency of Rangers Ballpark LLC, it and its officers, directors, managers, and/or members of Rangers Ballpark LLC have fiduciary duties to the creditors of Rangers Ballpark LLC, including the Plaintiffs.

36. Those officers, directors, managers, and/or members breached their fiduciary duties by engaging in the Transfer.

37. Rangers Ballpark LLC effectuated the Transfer with actual intent to hinder, delay, or defraud the Plaintiffs.

38. TRBP wrongfully took an assignment of the Ballpark Lease to the detriment of Rangers Ballpark LLC and the Plaintiffs.

39. TRBP obtained the Ballpark Lease through substantial overreaching and unconscionable conduct, or a diversion of assets.

40. It was improper for Rangers Ballpark LLC to execute the Ballpark Assignment and Assumption Agreement.

41. If the Ballpark Assignment and Assumption Agreement is not voided, annulled, or otherwise reversed, TRBP will be unjustly enriched to the significant injury of the Plaintiffs.

42. The Court should immediately impose a constructive trust on the Ballpark Lease for the benefit of Rangers Ballpark LLC while TRBP claims to have taken an assignment to the Ballpark Lease.

Count Three: Recovery of Costs and Attorney's Fees

43. The preceding paragraphs are incorporated herein by reference.

44. The Plaintiffs are entitled to recover costs and reasonable attorney's fees as are equitable and just pursuant to § 24.013 of the Texas Business and Commerce Code.

45. The Plaintiffs are further entitled to recover attorneys' fees pursuant to § 38.001 of the Texas Civil Practice and Remedies Code.

PRAYER

The Plaintiffs respectfully request that the Court (i) avoid the Transfer; (ii) order the return of the Ballpark Lease to Rangers Ballpark LLC; (iii) enjoin TRBP from assigning, selling, or otherwise disposing of the Ballpark Lease; (iv) impose a constructive trust; (v) award the Plaintiffs costs and reasonable attorney's fees associated with this adversary proceeding; and (vi) grant the Plaintiffs any other and further relief, both at law and in equity, to which they are justly entitled.

Dated: June 11, 2010

Respectfully submitted,

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Dennis C. O'Donnell (admitted pro hac vice)
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By: /s/ Richard H. London

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ATTORNEYS FOR THE PLAINTIFFS

This instrument prepared by and after recording return to:
Philip Danze
McGuire, Craddock & Strother, P.C.
2501 N. Harwood, Suite 1800
Dallas, Texas 75201

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment") is entered into by and between RANGERS BALLPARK LLC, a Texas limited liability company ("Assignor"), and TEXAS RANGERS BASEBALL PARTNERS, a Texas general partnership ("Assignee"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Lease (as hereinafter defined).

WITNESSETH:

WHEREAS, Assignor is a direct, wholly-owned subsidiary of Assignee;

WHEREAS, Assignee owns and operates the Texas Rangers Major League Baseball Club, a professional baseball team that is a Major League Club;

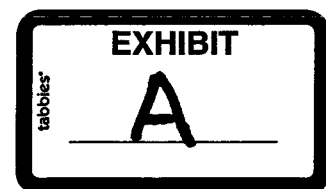
WHEREAS, Ballpark Real Estate, L.P., a Texas limited partnership ("BRE"), became the sublessor under that certain Amended and Restated Sublease Agreement, dated as of June 16, 1998, effective as of January 1, 1995, between D/S Real Estate, Inc. as sublessor, and Assignee, as sublessee, (the "Club Sublease"), pursuant to that certain Assignment and Assumption Agreement dated as of June 16, 1998, by and between D/S Real Estate Inc., as assignor and BRE as assignee, as amended by that certain Amendment No. 1 to Amended and Restated Sublease Agreement dated as of October 30, 2001, by and between BRE and Assignee;

WHEREAS, BRE and Assignee assigned to Assignor all the rights and benefits of BRE and Assignee, respectively, in and to the Club Sublease by an Assignment of Sublease dated June 12, 2007, and, after giving effect to such assignment, Assignor held the sublessor's and sublessee's interest in the Club Sublease;

WHEREAS, on June 13, 2007, Arlington Sports Facilities Development Authority, Inc., as lessor, and Assignor, as lessee, entered into that certain Ballpark Lease Agreement, as amended by that certain First Amendment to Ballpark Lease Agreement dated February 12, 2009, and further amended by that certain Second Amendment to Ballpark Lease Agreement dated May 13, 2010 (collectively, the "Lease"), covering certain real property and improvements situated in the City of Arlington, Tarrant County, Texas, the legal description for which is attached hereto as Exhibit "A";

WHEREAS, contemporaneously with the execution and delivery of the Lease, Assignor merged the subleasehold estate held by Assignor under the Club Sublease into its leasehold estate under the Lease, as set forth in Section 14.19 of the Lease;

WHEREAS, Assignee operates the Ballpark pursuant to the terms of the Lease; and



WHEREAS, Assignor desires to (i) assign all the rights and benefits of Assignor in and to the Lease and to the contracts set forth on Schedule 1 hereto (collectively, the "Contracts") to Assignee, (ii) assign all obligations and liabilities of Assignor arising from or related to the Lease and the Contracts to Assignee, and Assignee desires to (a) accept all of Assignor's rights and benefits in the Lease and (b) assume all of Assignor's obligations and liabilities arising under the Contracts.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor does hereby GRANT, SELL, ASSIGN, TRANSFER, SET OVER, CONVEY and DELIVER unto Assignee, its legal representatives, successors and assigns, all the rights, title and interest of Assignor in the Contracts and the Lease.

2. Acceptance and Assumption. Assignee hereby accepts the assignment of the Contracts and of Assignor's interest as tenant under the Lease from Assignor, and assumes and undertakes, and agrees to pay, perform and satisfy in full, all obligations and liabilities of Assignor arising from or related to the Contracts and all obligations of Assignor as tenant under the Lease.

3. Successors and Assigns. This Assignment is binding upon and shall inure to the benefit of the parties hereto, and their respective legal representatives, successors and assigns.

5. Further Assurances. Assignor and Assignee shall execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be reasonably necessary or appropriate to fully consummate the assignment contemplated herein.

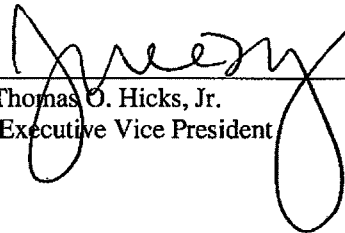
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EXECUTED to be effective as of the 22nd day of May, 2010.

ASSIGNOR:

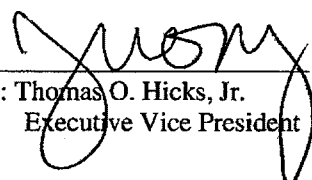
RANGERS BALLPARK LLC,
a Texas limited liability company

By: 
Name: Thomas O. Hicks, Jr.
Title: Executive Vice President

ASSIGNEE:

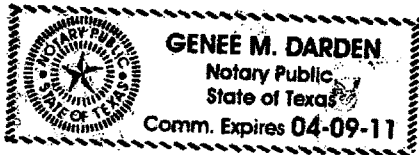
TEXAS RANGERS BASEBALL PARTNERS,
a Texas general partnership

By: Rangers Equity Holdings GP, LLC,
its managing partner

By: 
Name: Thomas O. Hicks, Jr.
Title: Executive Vice President

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22nd day of May, 2010, by Thomas O. Hicks, Jr., Executive Vice President of Rangers Ballpark LLC, a Texas limited liability company, on behalf of such limited liability company.

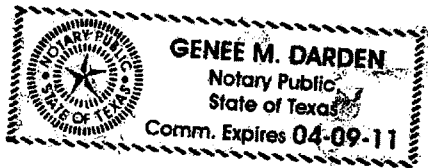


Genee Darden
Notary Public – State of Texas

My Commission Expires: 4-9-11

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22nd day of May, 2010, by Thomas O. Hicks, Jr., Executive Vice President of Rangers Equity Holdings GP, LLC, a Texas limited liability company, in its capacity as managing partner of Texas Rangers Baseball Partners, a Texas general partnership, on behalf of such limited liability company and partnership.



Genee Darden
Notary Public – State of Texas

My Commission Expires: 4-9-11

Exhibit A

Lot 1, Block A of The Ballpark Addition of the City of Arlington, as shown on that replat of Block A of The Ballpark Addition filed in Cabinet A, Slide 8673A, in the plat records of Tarrant County, Texas, LESS AND EXCEPT (i) the centerfield office building (and the land on which it is situated) having an address of 1000 Ballpark Way, City of Arlington, and (ii) any portion of Lot 1, Block A that lies within a public right-of-way. Lot 1, Block A is bounded on the east side by Ballpark Way, bounded on the south side by East Randol Mill Road, bounded on the west side by Nolan Ryan Expressway and bounded on the north side by The Road to Six Flags.

SCHEDULE 1

1. Second Amended and Restated Escrow Agreement, dated as of June 13, 2007, by and among Assignor, Assignee, Arlington Sports Facilities Development Authority, Inc. and Bank of New York Trust Company, N.A.
2. Structure Lease Agreement, dated as of August 26, 2009, by and between Assignor and AT&T Mobility Texas LLC.
3. Omnibus Amendment made by and between Arlington Sports Facilities Development Authority, Inc., BRE, The City of Arlington, Assignee, Emerald Diamond, L.P. and Assignor, dated as of 6/13/2007, recorded 6/14/2007 as Document No. D207206990 of the Real Property Records of Tarrant County, Texas, as affected by that certain First Modification to Omnibus Amendment dated as of 8/7/2009, recorded 8/14/2009 as Document No. D208218855 of the Real Property Records of Tarrant County, Texas.
4. Rights, if any to that certain Food and Beverage Concessions Agreement, dated December 14, 1993, by and among B/R Rangers Associates, Ltd., Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corp. and Delaware North Companies Incorporated, as amended by that certain Letter Agreement, dated as of August 7, 1994, by and among B/R Associates, Ltd., Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corporation and Delaware North Companies, Incorporated, as further amended by that certain Letter Agreement, dated as of September 8, 1994, by and among B/R Rangers Associates, Ltd., Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corp. and Delaware North Companies Incorporated, as further amended by that certain Amendment to Food and Beverage Contract, dated as of April 10, 1995, by and among Rangers GP, Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corporation, and Delaware North Companies Incorporated, as further amended by that certain Amendment to Food and Beverage Contract, dated as of November 15, 1995, by and among Rangers GP, Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corporation and Delaware North Companies, Incorporated, as further amended by that certain Letter Agreement, dated as of September 1, 2000, by and among Rangers GP, Rangers Ballpark, Inc., Metroplex Sportservice, Inc., Sportservice Corporation and Delaware North Companies, Incorporated, as further amended by that certain Amendment to Food and Beverage Concession Contract, dated as of October 29, 2002, by and among Rangers GP, BRE, Metroplex Sportservice, Inc. and Sportservice Corporation, as further amended by that certain Amendment to Food and Beverage Concession Contract, dated as of February 2005, by and among Rangers GP, BRE, Metroplex Sportservice, Inc. and Sportservice Corporation, as further amended by that certain Amendment to Food and Beverage Concession Contract, dated as of April 20, 2007, by and among Rangers GP, BRE, Metroplex Sportservice, Inc. and Sportservice Corporation, as further amended by that certain Amendment to Food and Beverage Concession Contract, dated as of November 28, 2007, by and among Rangers GP, BRE, Metroplex Sportservice, Inc. and Sportservice Corporation, as further amended by that certain Amendment to Food and Beverage Concession Contract, dated as of August 29, 2009, by and among Rangers GP, BRE, Metroplex Sportservice, Inc. and Sportservice Corporation.