

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

LOS ANGELES DODGERS LLC, *et al.*,<sup>1</sup>  
Debtors.

Chapter 11

Case No. 11-12010 (KG)

(Jointly Administered)

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**SECOND AMENDED JOINT PLAN OF REORGANIZATION UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE FOR LOS ANGELES  
DODGERS LLC AND ITS DEBTOR AFFILIATES, AS REVISED**

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Bruce Bennett  
Sidney P. Levinson  
Joshua M. Mester  
DEWEY & LEBOEUF LLP  
333 South Grand Avenue, Suite 2600  
Los Angeles, California 90071  
Telephone: (213) 621-6000

Robert S. Brady (No. 2847)  
Pauline K. Morgan (No. 3650)  
Donald J. Bowman, Jr. (No. 4383)  
Ryan M. Bartley (No. 4985)  
YOUNG CONAWAY STARGATT &  
TAYLOR, LLP  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 571-6600

*Co-Counsel for Debtors and Debtors in Possession*

Dated: April 13, 2012

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<sup>1</sup> The Debtors, together with the last four digits of each Debtor's federal tax identification number are: Los Angeles Dodgers LLC (3133); Los Angeles Dodgers Holding Company LLC (4851); LA Holdco LLC (2567); LA Real Estate Holding Company LLC (4850); and LA Real Estate LLC (3029). The location of the Debtors' corporate headquarters and the service address for the Debtors is: 1000 Elysian Park Avenue, Los Angeles, California 90012.

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**EXHIBITS**

EXHIBIT 7.1

Executory Contracts and Unexpired Leases to be Rejected  
*(To be filed with the Plan Supplement)*

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**SECOND AMENDED JOINT PLAN OF REORGANIZATION UNDER  
CHAPTER 11 OF THE BANKRUPTCY CODE FOR LOS ANGELES  
DODGERS LLC AND ITS DEBTOR AFFILATES, AS REVISED**

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**INTRODUCTION**

Los Angeles Dodgers LLC (“*LAD*”), together with Los Angeles Dodgers Holding Company LLC, LA Holdco LLC (“*HoldCo*”), LA Real Estate Holding Company LLC, and LA Real Estate LLC (collectively, the “*Debtors*”), propose the following joint Plan for the resolution of outstanding Claims against, and Interests in, the Debtors pursuant to the Bankruptcy Code. The Debtors and Blackstone Advisory Partners, L.P., the Debtors’ financial advisor, have completed a process for the sale of the New Interests in Holdco. The Plan implements the sale transaction with Guggenheim Baseball Management, L.P. (the “*Purchaser*”) pursuant to the Purchase Agreement, the form of which has been be filed with the Plan Supplement. Reference is made to the Disclosure Statement, approved by an order of the Bankruptcy Court dated February 22, 2012, including supplements thereto, for a discussion of the Debtors’ businesses and a summary and description of the Plan and certain related matters. The Debtors are the proponents of the Plan within the meaning of section 1129 of the Bankruptcy Code. The Debtors reserve the right to alter, amend, modify, revoke or withdraw this Plan prior to its substantial consummation.

ALL HOLDERS OF CLAIMS AND INTERESTS ENTITLED TO VOTE TO ACCEPT OR REJECT THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING. NO MATERIALS OTHER THAN THE DISCLOSURE STATEMENT AND THE SCHEDULES AND EXHIBITS ATTACHED THERETO, IN THE FORM APPROVED BY THE BANKRUPTCY COURT, HAVE BEEN AUTHORIZED BY THE BANKRUPTCY COURT FOR USE IN SOLICITING ACCEPTANCES OR REJECTIONS OF THE PLAN.

**ARTICLE I.  
DEFINITIONS AND INTERPRETATION**

**A. *Definitions.***

The following terms shall have the meanings set forth below (such meanings to be equally applicable to both the singular and plural):

**1.1 *Administrative Expense Bar Date*** means (a) with respect to claims arising on or before February 22, 2012, the date set forth in the Order Fixing Deadline For Filing Requests For Allowance Of Administrative Expense Claims Accrued On Or Before February 22, 2012 And Designating Form And Manner Of Notice Thereof entered on February 21, 2012 [Docket No. 1348] and (b) with respect to claims arising after February 22, 2012, the first Business Day that is thirty (30) days after the Effective Date.

**1.2** *Administrative Expense Claims* means a Claim against a Debtor for costs and expenses of administration of its Reorganization Case under sections 503(b), 507(b) or 1114(e)(2) of the Bankruptcy Code, including, but not limited to the actual and necessary costs and expenses incurred on and/or after the Commencement Date of preserving such Debtor's Estate and operating the businesses of such Debtor (such as wages, salaries or commissions for services and payments for goods and other services and leased premises), but not including Professional Fee Claims or U.S. Trustee Fees.

**1.3** *AFTRA CBA* means collectively, the Memorandum of Agreement between the American Federation of Television and Radio Artists and Los Angeles Dodgers LLC, effective January 1, 2011, including, as applicable thereunder, the Los Angeles Local Television Code of Fair Practice and West Coast Regional Schedule as extended, and any collectively bargained employee benefit plan contained, referenced or maintained pursuant thereto.

**1.4** *Allowed Claim* or *Allowed [\_\_\_\_\_] Claim* or *Allowed [\_\_\_\_\_] Interest* (with respect to a specific type of Claim or Interest, if specified) means: (a) any Claim (or a portion thereof) against or Interest in a Debtor (A) that is scheduled by a Debtor pursuant to the Bankruptcy Code and Bankruptcy Rules in a liquidated amount and not listed as contingent, unliquidated or disputed on the Schedules; or (B) as to which a proof of Claim or Interest has been timely filed, or deemed timely filed, with the Bankruptcy Court pursuant to the Bankruptcy Code, the Bankruptcy Rules and/or any applicable orders of the Bankruptcy Court, or late filed with leave of the Bankruptcy Court, and as to which the deadline or applicable period of limitation fixed by applicable law or order of the Bankruptcy Court to dispute, deny, equitably subordinate, estimate or otherwise limit recovery with respect thereto has passed; or (b) any Claim or Interest or portion thereof (i) that is allowed pursuant to the terms of the Plan, (ii) that is allowed by Final Order of the Bankruptcy Court, or (iii) with respect to an Administrative Expense Claim only (x) that is an Ordinary Course Administrative Expense Claim incurred during the Reorganization Cases to the extent due and owing without defense, offset, recoupment or counterclaim of any kind, and (y) that is not otherwise disputed. An Allowed Claim shall: (a) include a previously Disputed Claim to the extent such Disputed Claim becomes allowed by Final Order; and (b) be net of any setoff amount of any claim that may be asserted by any Debtor against the holder of such Claim, which amount shall be deemed to have been set off in accordance with the provisions of the Plan, and in particular **Section 5.12** hereof.

**1.5** *Announcers' individual contracts* means, with respect to LAD's television and radio announcers, the individual contracts between LAD and radio and television broadcasters related to the AFTRA CBA.

**1.6** *Assets* means all of the right, title and interest of one or more of the Debtors in and to property of whatever type or nature (real, personal, mixed, intellectual, tangible or intangible).

**1.7** *Avoidance Actions* means any and all avoidance, recovery, subordination or other actions or remedies against Persons that may be brought by or on behalf of a Debtor or its Estate under the Bankruptcy Code or applicable non-bankruptcy law, including, without limitation,

actions, settlements or remedies under sections 544, 545, 547, 548, 549, 550, 551, 552 and 553 of the Bankruptcy Code.

**1.8** *Bankruptcy Code* means title 11 of the United States Code, as amended from time to time, as applicable to the Reorganization Cases.

**1.9** *Bankruptcy Court* means the United States Bankruptcy Court for the District of Delaware, or any other court exercising competent jurisdiction over the Reorganization Cases or any proceeding therein.

**1.10** *Bankruptcy Rules* means the Federal Rules of Bankruptcy Procedure, as promulgated by the United States Supreme Court under section 2075 of title 28 of the United States Code, as applicable to the Reorganization Cases, and any Local Rules of the Bankruptcy Court.

**1.11** *Bar Date* means any deadline for filing proofs of Claim against a Debtor with respect to Claims that arose on or prior to the Commencement Date, as established by an order of the Bankruptcy Court.

**1.12** *Bar Date Order* means that certain *Order Establishing Deadlines For Filing Proofs Of Claim And Approving The Form And Manner Of Notice Thereof*, dated October 13, 2011 [Docket No. 617].

**1.13** *Business Day* means any day other than a Saturday, Sunday, or a “legal holiday,” as defined in Bankruptcy Rule 9006(a).

**1.14** *Cash* means legal tender of the United States of America or equivalents thereof, including, without limitation, payment in such tender by check, wire transfer or any other customary payment method.

**1.15** *Causes of Action* means all claims, actions, causes of action, choses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, remedies, rights of set-off, third-party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims, and crossclaims (including, but not limited to, all claims for breach of fiduciary duty, negligence, malpractice, breach of contract, aiding and abetting, fraud, inducement, avoidance, recovery, subordination, and all Avoidance Actions) of any of the Debtors and/or the Estates that are pending or may be asserted against any Person or Entity on or after the date hereof, based in law or equity, including, but not limited to, under the Bankruptcy Code, whether known, unknown, reduced to judgment, not reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured and whether asserted or assertable directly or derivatively, in law, equity or otherwise and whether asserted or unasserted as of the date of entry of the Confirmation Order.

**1.16** *Claim* means “claim” as defined in section 101(5) of the Bankruptcy Code.



**1.17** *Claims Agent* means the agent of the Clerk of the Bankruptcy Court, Epiq Bankruptcy Solutions, LLC, or its successors or assigns.

**1.18** *Class* means a category of Claims or Interests pursuant to section 1123(a)(1) of the Bankruptcy Code, and as set forth in **Article III** of this Plan.

**1.19** *Collateral* means any property or interest in property of a Debtor subject to a Lien to secure the payment or performance of a Claim.

**1.20** *Collective Bargaining Agreements* means, individually or collectively, the AFTRA CBA, the MLBPA CBA, the Collective Bargaining Agreement between LAD and Painters and Allied Trades District Council No. 36, the Collective Bargaining Agreements between LAD and Service Employees Union Local 1877, SEIU, AFL-CIO, and the Collective Bargaining Agreement between LAD and Laborers' International Union of North America Local 300, each as may have been amended or modified from time to time, including any collectively bargained employee benefit plan contained, referenced or maintained pursuant thereto.

**1.21** *Commencement Date* means June 27, 2011.

**1.22** *Commissioner* means the Commissioner of MLB.

**1.23** *Confirmation Date* means the date on which the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket.

**1.24** *Confirmation Hearing* means a hearing to be held by the Bankruptcy Court regarding confirmation of this Plan, as such hearing may be adjourned or continued from time to time.

**1.25** *Confirmation Order* means the order of the Bankruptcy Court confirming this Plan pursuant to section 1129 of the Bankruptcy Code.

**1.26** *Creditors' Committee* means the Official Committee of Unsecured Creditors appointed in the Reorganization Cases by the U.S. Trustee, as such committee may be reconstituted from time to time.

**1.27** *Cure Amount* has the meaning set forth in **Section 7.3** of this Plan.

**1.28** *Cure Dispute* means, with respect to a contract or lease to be assumed or assumed and assigned hereunder, a dispute regarding: (a) the Cure Amount; (b) the ability of the Purchaser, or the Reorganized Debtors to provide "adequate assurance of future performance" (within the meaning of section 365 of the Bankruptcy Code); or (c) any other matter pertaining to assumption, the assumption and assignment or the cure payments required by section 365(b)(1) of the Bankruptcy Code.

**1.29** *Debtors* means, collectively, HoldCo and the Subsidiary Debtors.

**1.30** *Deficiency Claim* means that portion of a Claim that is undersecured pursuant to section 506 of the Bankruptcy Code.

**1.31** *DIP Credit Agreement* means that certain \$150,000,000 Debtor-In-Possession Credit Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, including all documents related thereto), dated August 8, 2011, by and among LAD as borrower, the other Debtors as guarantors, and the DIP Lender.

**1.32** *DIP Lender Claims* means the Claims of the DIP Lender arising in respect of the Debtors' obligations under the DIP Credit Agreement.

**1.33** *DIP Lender* means Baseball Finance LLC.

**1.34** *Disallowed Claim* or *Disallowed [\_\_\_\_\_] Claim* or *Disallowed [\_\_\_\_\_] Interest* means a Claim or Interest that, pursuant to a ruling of the Bankruptcy Court or other court of competent jurisdiction, a Final Order, or provision in the Plan shall not be Allowed.

**1.35** *Disbursing Agent* means any entity designated as such by the holders of Existing Interests in Holdco, in its capacity as such, or any successor to such entity.

**1.36** *Disbursing Agent Expense Reserve* has the meaning set forth in **Section 5.14** herein.

**1.37** *Disclosure Statement* means the disclosure statement that relates to the *Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code of Los Angeles Dodgers LLC and its Debtor Affiliates* [Docket No. 1326], as such disclosure statement may be amended, modified, or supplemented (including all exhibits and schedules annexed thereto or referred to therein).

**1.38** *Disclosure Statement Hearing* means a hearing held by the Bankruptcy Court to consider approval of the Disclosure Statement as containing adequate information as required by section 1125 of the Bankruptcy Code, as the same may be adjourned or continued from time to time.

**1.39** *Disclosure Statement Order* means the order of the Bankruptcy Court, dated February 22, 2012 approving the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code [Docket No. 1353].

**1.40** *Disputed [\_\_\_\_\_] Claim* means any portion (including, when appropriate, the whole) of a Claim that is not an Allowed Claim or Disallowed Claim including, for the avoidance of doubt, any claim that is the subject of a request to be estimated that has been filed on or before any deadline provided in the Confirmation Order or any claim that has been estimated (but not allowed) by an Estimation Order.

**1.41** *Disputed Administrative Expense Claims Reserves* means Cash in an amount that is disclosed in the Plan Supplement to be held in reserve by the Disbursing Agent as of the Effective Date for the benefit of each holder of Disputed Administrative Expense Claim, other

than a Professional Fee Claim, an Ordinary Course Administrative Expense Claim, the DIP Lender Claim, or for U.S. Trustee fees, *provided, however*, that the amount of Cash required to be held in reserve shall not include any portion of a Disputed Administrative Expense Claim that is covered by Insurance Policies and Agreements.

**1.42** *Disputed Claims Reserves* means, collectively, the Disputed Administrative Expense Claims Reserves, Disputed General Unsecured Claims Reserve, and the Disputed Priority Claims Reserve.

**1.43** *Disputed General Unsecured Claims Reserve* means Cash to be held in reserve by the Disbursing Agent as of the Effective Date for the benefit of each holder of a Disputed General Unsecured Claim, in an aggregate amount equal to the Distributions such Disputed Claims would be entitled to on the Effective Date, if each such Disputed Claim were an Allowed Claim in its full face amount on the Effective Date; *provided, however*, that in the event that any such Disputed Claim is subject to a Final Order (a) partially disallowing such Disputed Claim pursuant to **Section 6.1** of the Plan, or (b) estimating either the Allowed amount of such Disputed Claim or a maximum limitation on such Disputed Claim in an amount less than the full face amount of such Disputed Claim pursuant to **Section 6.3** of the Plan, then the amount of Cash to be held in reserve by the Disbursing Agent as of the Effective Date for the benefit of the holder of such Disputed Claim shall be the amount set forth in such Final Order, *provided, further, however*, that the amount of Cash required to be held in reserve shall not include any portion of a Disputed General Unsecured Claim that is covered by Insurance Policies and Agreements.

**1.44** *Disputed Priority Claims Reserve* means Cash to be held in reserve by the Disbursing Agent as of the Effective Date for the benefit of each holder of a Disputed Administrative Expense Claim, Disputed Priority Tax Claim, Disputed Non-Tax Claim, and Disputed Secured Claim, in an aggregate amount equal to the Distributions such Disputed Claims would be entitled to on the Effective Date, if each such Disputed Claim were an Allowed Claim in its full face amount on the Effective Date; *provided, however*, that in the event that any such Disputed Claim is subject to a Final Order (a) partially disallowing such Disputed Claim pursuant to **Section 6.1** of the Plan, or (b) estimating either the Allowed amount of such Disputed Claim or a maximum limitation on such Disputed Claim in an amount less than the full face amount of such Disputed Claim pursuant to **Section 6.3** of the Plan, then the amount of Cash to be held in reserve by the Disbursing Agent as of the Effective Date for the benefit of the holder of such Disputed Claim shall be the amount set forth in such Final Order, *provided, further, however*, that the amount of Cash required to be held in reserve shall not include any portion of a Disputed Priority Claim that is covered by Insurance Policies and Agreements.

**1.45** *Distribution Record Date* means the Voting Record Date as such term is defined in the Disclosure Statement Order, or such other date as shall be established by the Bankruptcy Court.

**1.46** *Distributions* means the distributions to be made hereunder to holders of Claims and Interests.

**1.47** *Effective Date* means a Business Day designated by the Debtors as soon as reasonably practicable after the entry of the Confirmation Order on which: (a) no stay of the Confirmation Order is in effect; and (b) all conditions specified in **Section 8.1** have been (i) satisfied or (ii) waived pursuant to **Section 8.2**.

**1.48** *Employee Benefit Plan* means any employment, compensation, tax-qualified or non-tax qualified employee pension benefit plan within the meaning of section (2)(A) of the Employee Retirement Income Security Act of 1974, as amended, healthcare, bonus, incentive compensation, sick leave and other leave, vacation pay, expense reimbursement, dependent care, retirement, savings, workers compensation, life insurance, disability, dependent care, dependent healthcare, education, severance or other benefit plan or any individual contract or agreement that has not been rejected or terminated prior to the Effective Date for the benefit of the directors, officers or employees (whether salaried or hourly) of the applicable Debtor, or maintained by any Debtor for employees of non-Debtor direct or indirect subsidiaries of a Debtor, and any retiree benefit program of the applicable Debtor included in the protections of section 1114 of the Bankruptcy Code, in all cases that has been in existence and has accrued to a specific person before or on the Petition Date or has been approved or otherwise permitted by a Final Order of the Bankruptcy Court or is an ordinary course agreement, plan or program.

**1.49** *Entity* means an “entity” as defined in section 101(15) of the Bankruptcy Code.

**1.50** *Estate* means each estate created in the Reorganization Cases pursuant to section 541 of the Bankruptcy Code.

**1.51** *Estimation Order* means an order or orders of the Bankruptcy Court estimating for distribution purposes (under section 502(c) of the Bankruptcy Code) the Allowed amount of any Claim, including the Confirmation Order if the Confirmation Order grants the same relief that would have been granted in a separate Estimation Order.

**1.52** *Excess Real Property* means all of the Debtors’ right, title, and interest in the following real property located in Los Angeles County, California: (a) APN: 5415-018-008 (1200 Brooks Avenue, Los Angeles, CA), (b) 5415-018-009 (1100 North Boyleston Street, Los Angeles, CA), (c) 5415-018-010 (1750 Stadium Way, Los Angeles, CA), (d) 5415-015-040 (720 Lookout Drive, Los Angeles, CA), and (e) 5415-018-011 (500 Lookout Drive, Los Angeles, CA).

**1.53** *Exculpated Parties* means, collectively: (a) the Debtors and their Representatives, each solely in their capacity as such, and only if such Persons held such positions at any time on or after the Commencement Date; (b) the Disbursing Agent and its Representatives, each solely in their capacity as such; and (c) the Committee and its members, advisors and professionals, each solely in their capacity as such.

**1.54** *Existing Interests* means Interests in the Debtors existing on the Commencement Date.

**1.55** *Final DIP Order* means that certain *Final Order Authorizing Debtors To Obtain Postpetition Financing Pursuant to 11 U.S.C. §§ 105, 362, And 364*, entered by the Bankruptcy Court on August 8, 2011, [Docket No. 339].

**1.56** *Final Order* means an order, ruling or judgment that (a) is in full force and effect, (b) is not stayed, and (c) is no longer subject to review, reversal, modification or amendment, by appeal or writ of certiorari; *provided, however*, that the possibility that a motion under Rule 59 or 60 of the Federal Rules of Civil Procedure, or any analogous rule under the Federal Rules of Civil Procedure or the Bankruptcy Rules, may be filed relating to such order, ruling or judgment shall not cause such order, ruling or judgment not to be a Final Order.

**1.57** *Fox Order* has the meaning set forth in **Section 7.7** herein.

**1.58** *General Unsecured Claim* means any Claim against a Debtor, other than: (a) a DIP Lender Claim; (b) an Administrative Expense Claim; (c) a Professional Fee Claim; (d) a Priority Tax Claim; (e) a Priority Non-Tax Claim; (f) a Secured Claim; (g) an Intercompany Claim; or (h) a Claim on account of any guaranty or similar obligation of such Debtor relating to the foregoing types of Claims identified clauses (a)-(g) above. General Unsecured Claims include, but are not limited to (w) Claims relating to or arising out of environmental laws of the United States or any state, city or municipality, (x) Rejection Claims, (y) any Deficiency Claims (except as otherwise provided in the Plan or ordered by the Bankruptcy Court), and (z) Claims (except as set forth in the preceding sentence) based on or arising out of acts, conduct or events occurring prior to the Commencement Date, whether or not such acts, conduct or events occurred in the ordinary course of the Debtors' businesses, and whether or not a lawsuit based on the acts, conduct or events was filed prior to the Commencement Date against a Debtor.

**1.59** *HoldCo* means Debtor LA Holdco LLC.

**1.60** *Impaired* means, with respect to a Claim, Interest, or Class of Claims or Interests, "impaired" within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

**1.61** *Initial Distributable Sale Proceeds* means collectively, the: (a) Cash portion of the Sale Proceeds, *minus* the aggregate amount of Cash required on the Effective Date to (i) satisfy all Allowed Claims in full, plus (ii) amounts necessary to fund (x) the Disputed Claims Reserves, (y) the Disbursing Agent Expense Reserve, and (z) the Professional Fee Reserve; and (b) all Sale Proceeds that do not consist of Cash.

**1.62** *Insurance Policies and Agreements* has the meaning set forth in **Section 7.6** herein.

**1.63** *Intercompany Claim* means any Claim, cause of action, or remedy asserted by a Debtor against another Debtor, or by a non-Debtor Subsidiary against a Debtor.

**1.64** *Interest* means the interest of any share of common stock, preferred stock, membership interest, or other instrument evidencing an ownership interest in any of the Debtors, whether or not represented by any issued and outstanding certificate, or other instrument,

whether or not transferable, or any option, warrant, or right, contractual or otherwise, to acquire any such interest.

**1.65** *LAD* means Debtor Los Angeles Dodgers LLC.

**1.66** *Lien* has the meaning set forth in section 101(37) of the Bankruptcy Code.

**1.67** *MLB* means the Office of the Commissioner of Baseball doing business as Major League Baseball.

**1.68** *MLB Agreements* means the Major League Constitution and the various related agreements, rules, guidelines, regulations, bulletins, directives, policies, decisions, and requirements of MLB adopted thereunder.

**1.69** *MLB Settlement* means that certain Agreement Regarding Sale of the Los Angeles Dodgers Baseball Club and Stadium or Entities Owning Such Assets dated November 2, 2011 among MLB, the Debtors, and McCourt and the Special Terms Related to the Sale of the Los Angeles Dodgers Baseball Club.

**1.70** *MLB Settlement Motion* means the Debtors' Motion for Order, Pursuant To Sections 363(b) And 105(a) Of The Bankruptcy Code And Bankruptcy Rule 9019, Approving Settlement Agreement With The Office Of The Commissioner Of Baseball, Doing Business As Major League Baseball [Docket No. 911].

**1.71** *MLBPA CBA* means, collectively, the Memorandum of Understanding between the Major League Baseball Players Association and the Office of the Commissioner, on behalf of the thirty Major League Clubs, effective December 12, 2011, and all agreements encompassed and referenced therein, including but not limited to the Major League Baseball Players Benefit Plan and Major League Baseball's Joint Drug Prevention and Treatment Program.

**1.72** *New Interests* means the equity interests in Reorganized HoldCo that shall be issued to the Purchaser on the Effective Date in accordance with the terms of the Purchase Agreement and the Plan in exchange for the Sale Proceeds.

**1.73** *Ordinary Course Administrative Expense Claims* means Administrative Expense Claims representing liabilities for goods or services incurred in the ordinary course of business by the Debtors after the commencement of the Reorganization Cases.

**1.74** *Parking Receivable* means the Debtors' prepaid parking rental expense in the amount of approximately \$4,666,667 with Blue Landco LLC.

**1.75** *Pension Plan* has the meaning set forth in **Section 7.5** herein.

**1.76** *Person* means any individual, corporation, partnership, association, indenture trustee, limited liability company, organization, joint stock company, joint venture, estate, trust, governmental unit or any political subdivision thereof, Interest holder, or any other entity or organization.

**1.77 Plan** means this chapter 11 plan of reorganization proposed by the Debtors, including, without limitation, the Plan Supplement, the exhibits and schedules hereto, as the same may be supplemented, amended or modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms hereof.

**1.78 Plan Consideration** means, with respect to a Class or holder of Claims or Interests entitled to a distribution under this Plan, Cash, Excess Real Property, the Parking Receivable, the Initial Distributable Sale Proceeds, and the Remaining Distributable Sale Proceeds, or other consideration provided under the Plan, as applicable.

**1.79 Plan Distribution** means the payment or distribution under the Plan of any Plan Consideration to the holder of an Allowed Claim or Allowed Interest.

**1.80 Plan Documents** means the documents other than this Plan, to be executed, delivered, assumed, and/or performed in conjunction with the consummation of this Plan on the Effective Date, including, without limitation, any documents included in the Plan Supplement.

**1.81 Plan Supplement** means the supplemental appendix to this Plan, to be filed on or prior to the date that is seven (7) days prior to the Confirmation Hearing, which will contain draft forms, signed copies, or term sheets containing material terms, of one or more of the following: (a) the Purchase Agreement, (b) the amount of the Disbursing Agent Expense Reserve, (c) **Exhibit 7.1** to the Plan disclosing the executory contracts and unexpired leases to be rejected under the Plan, and (d) the identity of the members, managers, and officers of the Reorganized Debtors.

**1.82 Players' and Former Players' individual contracts** means, with respect to the Major League Baseball Players, individual Uniform Players Contracts between LAD and current and former major league baseball players negotiated pursuant to the MLBPA CBA or its predecessor agreements, including any and all deferred compensation agreements provided for therein.

**1.83 Priority Non-Tax Claim** means any Claim against a Debtor entitled to priority in payment as specified in section 507(a) of the Bankruptcy Code other than a DIP Lender Claim, an Administrative Expense Claim, a Professional Fee Claim or a Priority Tax Claim.

**1.84 Priority Tax Claim** means any Claim of a governmental unit (as defined in section 101(27) of the Bankruptcy Code) against a Debtor of the kind entitled to priority in payment under section 507(a)(8) of the Bankruptcy Code, including, to the extent entitled to priority under section 507(a)(8) of the Bankruptcy Code, those Claims that are assessed post-Effective Date for the prepetition period.

**1.85 Professional(s)** means each Person retained by order of the Bankruptcy Court in connection with the Reorganization Cases pursuant to sections 327, 328, 330, or 1103 of the Bankruptcy Code, excluding ordinary course professionals retained pursuant to order of the Bankruptcy Court.

**1.86 Professional Fees** means, at any given moment, all accrued and/or unpaid fees and expenses (including, without limitation, fees or expenses allowed or awarded by the Bankruptcy Court or any other court of competent jurisdiction) for legal, financial advisory, accounting and other services and reimbursement of expenses related thereto that are awardable and allowable under sections 328, 330(a), 331, 503(b) or 1103(a) of the Bankruptcy Code or otherwise and that are rendered (a) prior to the Effective Date, or (b) thereafter in connection with (i) applications filed pursuant to section 328, 330, 331, 503(b) or 1103(a) of the Bankruptcy Code and (ii) motions seeking the enforcement of the provisions of the Plan or Confirmation Order, by all Professionals retained in the Reorganization Cases, except to the extent (x) that the Bankruptcy Court has disallowed or denied authority to pay or reimburse such fees and expenses by a Final Order, or (y) any such fees and expenses have previously been paid, regardless of whether a fee application has been filed for any such amount. To the extent that the Bankruptcy Court or any higher court denies by a Final Order any amount of a Professional's fees or expenses, then those amounts shall no longer be Professional Fees.

**1.87 Professional Fee Claim** means a Claim by a Professional for Professional Fees.

**1.88 Professional Fee Claim Reserve** means an amount of Cash from the Sale Proceeds equal to (a) amounts held back pursuant to an order or orders of the Bankruptcy Court in the Reorganization Cases, including the *Amended Order Pursuant To 11 U.S.C. §§ 105(a) And 331, Bankruptcy Rule 2016 And Local Rule 2016-1 Establishing Procedures For Interim Compensation And Reimbursement Of Expenses Of Professionals*, dated August 19, 2011 [Docket No. 385]; plus (b) 120% of the estimated accrued and unbilled Professional Fee Claims as of the Effective Date, to be held in reserve, from and after the Effective Date, for the benefit of the Professionals, and to be held in trust for the Professionals, for the payment of the unpaid portion of the Allowed Professional Fee Claims.

**1.89 Purchase Agreement** means that certain LLC Interest Purchase Agreement dated as of March 27, 2012 between the Debtors and the Purchaser for the sale of the New Interests to the Purchaser the form of which is included in the Plan Supplement filed by the Debtors prior to the Confirmation Hearing and approved by the Bankruptcy Court pursuant to the Confirmation Order.

**1.90 Purchaser** means Guggenheim Baseball Management, L.P., the Person identified in the Purchase Agreement as the purchaser.

**1.91 Reinstated or Reinstatement** means (a) leaving unaltered the legal, equitable and contractual rights to which a Claim or Interest entitles the holder of such Claim or Interest, or (b) notwithstanding any contractual provision or applicable law that entitles the holder of such Claim or Interest to demand or receive accelerated payment of such Claim or Interest after the occurrence of a default, (i) curing any such default whether or not such default occurred before or after the Petition Date, other than a default of a kind specified in section 365(b)(2) of the Bankruptcy Code or of a kind that section 365(b)(2) of the Bankruptcy Code expressly does not require to be cured; (ii) reinstating the maturity of such Claim or Interest as such maturity existed before such default; (iii) compensating the holder of such Claim or Equity Interest for any damages incurred as a result of any reasonable reliance by such holder on such contractual



provision or such applicable law; (iv) if such Claim or Interest arises from any failure to perform a nonmonetary obligation other than a default arising from failure to operate a nonresidential real property lease subject to section 365(b)(1)(A) of the Bankruptcy Code, compensating the holder of such Claim or Interest (other than a Debtor or an insider) for any actual pecuniary loss incurred by such holder as a result of such failure; and (v) not otherwise altering the legal, equitable or contractual rights to which such Claim or Interest entitles the holder of such Claim or Interest.

**1.92** *Rejection Claim* means any Claim against a Debtor arising from the rejection of any executory contract or unexpired lease, including any Claim of (a) a lessor for damages resulting from the rejection of a lease of real property, as such claim shall be calculated in accordance with section 502(b)(6) of the Bankruptcy Code, and (b) an employee for damages resulting from the rejection of an employment agreement, as such Claim shall be calculated in accordance with section 502(b)(7) of the Bankruptcy Code.

**1.93** *Released Parties* means, collectively, (a) the Debtors and their Representatives, in each case if such Person held such position at any time on or after the Commencement Date; (b) the Disbursing Agent and its Representatives in each case solely in their respective capacities as such; and (c) the Committee and its members, advisors and professionals (including any attorneys, financial advisors, investment bankers and other professionals retained by such persons), each solely in their capacity as such.

**1.94** *Remaining Distributable Sale Proceeds* means aggregate amount of the unused portions of the Disputed Claims Reserves, the Professional Fee Reserve, and the Disbursing Agent Expense Reserve on the Final Distribution Date.

**1.95** *Reorganization Cases* means the jointly-administered cases under chapter 11 of the Bankruptcy Code commenced by the Debtors on the Commencement Date in the Bankruptcy Court and styled *In re Los Angeles Dodgers LLC, et al.*, No. 11-12010 (KG) (Jointly Administered).

**1.96** *Reorganized Debtor* means each Debtor, as to which the Plan is confirmed, on and after the Effective Date.

**1.97** *Representatives* means such Person's shareholders, members, managers, directors, officers, employees, agents and advisors (including any attorneys, financial advisors, investment bankers, and other professionals retained by such persons), each solely in its capacity as such.

**1.98** *Reserves* has the meaning set forth in **Section 5.15** herein.

**1.99** *Sale Proceeds* means the total consideration paid by the Purchaser to the Disbursing Agent under the terms of the Purchase Agreement.

**1.100** *Schedules* means each of the Debtors' Schedules of Assets and Liabilities and Statements of Financial Affairs filed in the Reorganization Cases on August 12, 2011, as the same has been or may be amended from time to time.

**1.101 Secured Claim** means a Claim against a Debtor (a) that is secured by a Lien on Collateral to the extent of the value of such Collateral, as determined in accordance with section 506(a) of the Bankruptcy Code, or (b) to the extent that the holder thereof has a valid right of setoff against the same Debtor pursuant to section 553 of the Bankruptcy Code, and limited to the value thereof.

**1.102 Subsidiary** means any corporation, association or other business entity of which at least the majority of the securities or other ownership interest is owned or controlled by a Debtor and/or one or more subsidiaries of the Debtor.

**1.103 Subsidiary Debtors** means, collectively, LAD, Los Angeles Dodgers Holding Company LLC, LA Real Estate Holding Company LLC, and LA Real Estate LLC.

**1.104 Telecast Agreement** has the meaning set forth in **Section 7.7** herein.

**1.105 Third Party Release** has the meaning set forth in **Section 9.7(b)** herein.

**1.106 Tickets** means Dodger Tickets LLC.

**1.107 U.S. Trustee** means the Office of the United States Trustee for Region 3.

**1.108 U.S. Trustee Fees** means fees arising under 28 U.S.C. § 1930(a)(6) or accrued interest thereon arising under 31 U.S.C. § 3717.

**B. Interpretation; Application of Definitions and Rules of Construction.**

For purposes of the Plan: (1) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, feminine and the neuter gender; (2) unless otherwise specified, any reference in the Plan to a contract, instrument, release, indenture, or other agreement or document being in a particular form or on particular terms and conditions means that such document shall be substantially in such form or substantially on such terms and conditions; (3) unless otherwise specified, any reference in the Plan to an existing document, schedule, or exhibit, whether or not filed with the Bankruptcy Court, shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (4) any reference to an entity as a holder of a Claim or Interest includes that entity's successors and assigns; (5) unless otherwise specified, all references in the Plan to articles or sections are references to the articles or sections of the Plan; (6) the words "herein," "hereof," and "hereto" refer to the Plan in its entirety rather than to a particular portion of the Plan; (7) subject to the provisions of any contract, certificate of incorporation, bylaw, formation document, instrument, release, or other agreement or document entered into in connection with the Plan, the rights and obligations arising pursuant to the Plan shall be governed by, and construed and enforced in accordance with applicable federal law, including the Bankruptcy Code and Bankruptcy Rules; (8) captions and headings to articles of the Plan are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Plan; (9) unless otherwise set forth in the Plan, the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; (10) any term used in

capitalized form in the Plan that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to such term in the Bankruptcy Code or the Bankruptcy Rules, as applicable; (11) all references to docket numbers of documents filed in the Reorganized Cases are references to the docket numbers under the Bankruptcy Court's CM/ECF system; (12) all references to statutes, regulations, orders, rules of courts, and the like shall mean such statutes, regulations, orders, rules of courts and the like as applicable to the Debtors' Reorganization Cases, unless otherwise stated; (13) any immaterial effectuating provisions may be interpreted by the Reorganized Debtors after the Effective Date in such a manner that is consistent with the overall purpose and intent of the Plan all without further order of the Bankruptcy Court; and (14) any act required to be taken on the Effective Date, or any other applicable date, shall be deemed timely taken if taken as soon as reasonably practicable after such date.

**C. *Appendices and Plan Documents.***

All Plan Documents and exhibits to the Plan are incorporated into the Plan by reference and are a part of the Plan as if set forth in full herein. Holders of Claims and Interests may inspect a copy of the Plan Documents, to the extent Filed, in the Office of the Clerk of the Bankruptcy Court during normal business hours, or obtain a copy of such Plan Documents online at <http://dm.epiq11.com/LAD> or by a written request sent to:

Epiq Bankruptcy Solutions, LLC  
757 Third Avenue, 3rd Floor  
New York, NY 10017  
Attention: LA Dodgers Disclosure Statement Requests  
Telephone: (866) 777-0744

**ARTICLE II.**  
**DIP LENDER CLAIMS, ADMINISTRATIVE EXPENSE CLAIMS, PROFESSIONAL FEE CLAIMS, U.S. TRUSTEE FEES AND PRIORITY TAX CLAIMS**

All Claims and Interests, except DIP Lender Claims, Administrative Expense Claims, Professional Fee Claims, U.S. Trustee Fees and Priority Tax Claims, are placed in the Classes set forth in **Article III** below. A Claim or Interest is placed in a particular Class only to the extent that the Claim or Interest falls within the description of that Class, and is classified in other Classes to the extent that any portion of the Claim or Interest falls within the description of such other Classes. In accordance with section 1123(a)(1) of the Bankruptcy Code, DIP Lender Claims, Administrative Expense Claims, Professional Fee Claims, U.S. Trustee Fees and Priority Tax Claims of the Debtors have not been classified and the holders thereof are not entitled to vote on the Plan.

**2.1. *DIP Lender Claims.***

Except to the extent the DIP Lender agrees to less favorable treatment, on the Effective Date, the DIP Lender shall be paid 100% of the then outstanding amount, if any, of the DIP Lender Claims in Cash from the Sale Proceeds. Upon such payment of the DIP Lender

Claims, the DIP Credit Agreement shall be deemed terminated, and the Debtors' (and the Reorganized Debtors') obligations thereunder shall be canceled.

**2.2. Administrative Expense Claims.**

(a) Time for Filing Administrative Expense Claims.

Each holder of an Administrative Expense Claim, other than the holder of:

- (i) a Professional Fee Claim;
- (ii) an Ordinary Course Administrative Expense Claim;
- (iii) the DIP Lender Claim;
- (iv) an Administrative Expense Claim that has been Allowed on or before the Effective Date, including pursuant to the Plan; and/or
- (v) a claim for U.S. Trustee Fees;

**must** file with the Claims Agent at one of the following addresses:

<b><u>If Delivered by Mail:</u></b>	<b><u>If Delivered by Overnight or Hand Delivery:</u></b>
LADLLC Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5015 New York, NY 10150-5015	LADLLC Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC 757 Third Avenue, 3rd Floor New York, NY 10017

and serve on the Disbursing Agent in accordance with **Section 11.14** herein, proof of such Administrative Expense Claim by the applicable Administrative Expense Bar Date. Such proof of Administrative Expense Claim must include at a minimum (i) the name of each Debtor that is purported to be liable for the Administrative Expense Claim, (ii) the name of the holder of the Administrative Expense Claim, (iii) the amount of the Administrative Expense Claim, (iv) the basis of the Administrative Expense Claim, and (v) supporting documentation for the Administrative Expense Claim. **FAILURE TO FILE AND SERVE SUCH PROOF OF ADMINISTRATIVE EXPENSE CLAIM TIMELY AND PROPERLY SHALL RESULT IN THE ADMINISTRATIVE EXPENSE CLAIM BEING FOREVER BARRED AND DISCHARGED.**

(b) Treatment of Administrative Expense Claims.

Except to the extent that a holder of an Allowed Administrative Expense Claim agrees to different treatment of such Administrative Expense Claim, on the later of the Effective Date and the first Business Day after the date that is thirty (30) calendar days after the date an Administrative Expense Claim becomes an Allowed Claim, or, in each case, as soon thereafter as

is reasonably practicable, the holder of such Allowed Administrative Expense Claim shall receive Cash from the Sale Proceeds in an amount equal to such Allowed Administrative Expense Claim; *provided, however*, that Allowed Ordinary Course Administrative Expense Claims shall be paid by the Reorganized Debtors in the ordinary course of business consistent with past practice and in accordance with the terms and subject to the conditions of any orders or agreements governing, instruments evidencing, or other documents relating to, such transactions.

### **2.3. Professional Fee Claims.**

All Professional Fee Claims must be filed with the Bankruptcy Court and served on the Disbursing Agent and the U.S. Trustee, no later than thirty (30) days after the Effective Date. **FAILURE TO FILE AND SERVE FINAL FEE APPLICATIONS TIMELY AND PROPERLY SHALL RESULT IN THE UNDERLYING PROFESSIONAL FEE CLAIMS BEING FOREVER BARRED AND DISCHARGED.** Objections to Professional Fee Claims, if any, must be filed and served pursuant to the procedures set forth in the Confirmation Order no later than forty-five (45) days after the Effective Date or such other date as may be established by the Bankruptcy Court. After notice and a hearing in accordance with the procedures established by the Bankruptcy Code and prior orders of the Bankruptcy Court in the Reorganization Cases, the Allowed amounts of such Professional Fee Claims shall be determined by the Bankruptcy Court. All holders of Professional Fee Claims shall be paid in full, in Cash from the Professional Fee Reserve, in such amounts as are Allowed by the Bankruptcy Court. The Reorganized Debtors and the Disbursing Agent are authorized to pay compensation for professional services rendered and reimbursement of expenses incurred after the Effective Date in the ordinary course and without the need for Bankruptcy Court approval.

Each holder of a Professional Fee Claim shall provide the Debtors with an estimate of the unpaid amount of such Professional Fee Claim not later than seven (7) calendar days prior to the anticipated Effective Date; *provided, however*, that such estimates shall be used solely for administrative purposes and determining the amount of the Professional Fee Reserve, shall not be binding on the holders of Professional Fee Claims and shall not in any way limit, cap, or reduce the amount of the Professional Fee Claims.

### **2.4. U.S. Trustee Fees.**

On the Effective Date or as soon as reasonably practicable thereafter, the Reorganized Debtors shall pay any claim for U.S. Trustee Fees that is due and owing on the Effective Date, if any.

### **2.5. Priority Tax Claims.**

Except to the extent that a holder of an Allowed Priority Tax Claim agrees to less favorable treatment, each holder of an Allowed Priority Tax Claim shall receive, as determined by the Disbursing Agent in its discretion, either (a) on, or as soon thereafter as is reasonably practicable, the later of the Effective Date and the first Business Day after the date that is thirty (30) calendar days after the date on which such Priority Tax Claim becomes an Allowed Claim, Cash in an amount equal to such Allowed Claim, or (b) deferred Cash payments following the Effective Date, over a period ending not later than five (5) years after the Commencement Date,

in an aggregate amount equal to the Allowed amount of such Priority Tax Claim plus interest at a rate determined in accordance with section 511 of the Bankruptcy Code.

**ARTICLE III.**  
**CLASSIFICATION OF CLAIMS AND INTERESTS**

**3.1. Summary of Classification and Treatment of Classified Claims and Interests.**

(a) **General.**

(i) Pursuant to sections 1122 and 1123 of the Bankruptcy Code, Claims and Interest are classified for all purposes, including, without express or implied limitation, voting, confirmation and distribution pursuant to this Plan, as set forth herein. A Claim or Interest shall be deemed classified in a particular Class only to the extent that the Claim or Interest qualifies within the description of that Class, and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Interest qualifies within the description of such different Class. A Claim or Interest is in a particular Class only to the extent that such Claim or Interest is Allowed in that Class and has not been paid or otherwise satisfied prior to the Effective Date. Except as otherwise specifically provided for in this Plan, the Confirmation Order or other order of the Bankruptcy Court, or required by applicable bankruptcy law, in no event shall any holder of an Allowed Claim be entitled to receive payments that in the aggregate exceed the Allowed amount of such holders Claim.

(ii) For convenience, the Plan assigns a number to each of the Debtors.

Debtor No.	Debtor Name
1	HoldCo
2	LAD
3	Los Angeles Dodgers Holding Company LLC
4	LA Real Estate Holding Company LLC
5	LA Real Estate LLC

(iii) The classification and treatment of Claims and Interests under the Plan has been set forth in two groups: (i) HoldCo (Debtor 1), and (ii) the Subsidiary Debtors (Debtors 2-5).

(b) **Identification of Classes Against HoldCo (Debtor 1).**

The following table designates the Classes of Claims against and Existing Interests in HoldCo and specifies which Classes are (a) Impaired or unimpaired by this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, or (c) deemed to accept or reject this Plan.

Class	Designation	Impairment	Entitled to Vote
Class A	Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
Class B	Secured Claims	Unimpaired	No (deemed to accept)

Class	Designation	Impairment	Entitled to Vote
Class C	General Unsecured Claims	Unimpaired	No (deemed to accept)
Class D	Intercompany Claims	Unimpaired	No (deemed to accept)
Class E	Existing Interests in HoldCo	Impaired	Yes

(c) ***Identification of Classes Against Subsidiary Debtors (Debtors 2-5).***

The following table designates the Classes of Claims against and Interests in each of the Subsidiary Debtors and specifies which Classes are (a) Impaired or unimpaired by this Plan, (b) entitled to vote to accept or reject this Plan in accordance with section 1126 of the Bankruptcy Code, or (c) deemed to accept or reject this Plan.

Class	Designation	Impairment	Entitled to Vote
Class A	Priority Non-Tax Claims	Unimpaired	No (deemed to accept)
Class B	Secured Claims	Unimpaired	No (deemed to accept)
Class C	General Unsecured Claims	Unimpaired	No (deemed to accept)
Class D	Intercompany Claims	Unimpaired	No (deemed to accept)
Class E	Interests in Affiliate Debtor	Unimpaired	No (deemed to accept)

(d) ***Separate Classification of Secured Claims.***

Although all Secured Claims against the Debtors, if any such Claims exist, have been placed in one category, each such Secured Claim, to the extent secured by Liens or security interests separate than those Liens or security interests securing other Secured Claims, shall be treated as being in a separate Class from other Secured Claims for purposes of voting on the Plan and confirmation of the Plan.

(e) ***Non-Consolidation of the Debtors.***

The Plan is a joint plan of each of the Debtors. Except as specifically set forth herein, nothing in this Plan or the Disclosure Statement shall constitute or be deemed to constitute an admission that any one of the Debtors is subject to or liable for any Claim against any other Debtor. Additionally, claimants holding Claims against multiple Debtors, to the extent of any Claims Allowed in more than one Debtor's case, will be treated as a separate Claim against each Debtor's estate; *provided, however*, that no holder shall be entitled to receive more than payment in full of its Allowed Claim.

**3.2. *Treatment of Claims and Interests.***

(a) **Priority Non-Tax Claims (Classes 1A through 5A).**

i. **Classification:** Classes 1A through 5A consist of all Priority Non-Tax Claims against the Debtors.

ii. Treatment: Except to the extent that a holder of an Allowed Priority Non-Tax Claim agrees to less favorable treatment on account of such Claim, each such holder, in full satisfaction, settlement, release, and discharge of and in exchange for such Priority Non-Tax Claim, shall receive Cash from the Sale Proceeds in the amount equal to 100% of the Allowed amount of such Priority Non-Tax Claim, on or as soon as reasonably practicable after the later of (y) the Effective Date, and (z) the date such Claim becomes Allowed.

iii. Impairment and Voting: Allowed Priority Non-Tax Claims are unimpaired, and the holders of such Claims are not entitled to vote to accept or reject the Plan on account of such Claims and will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

(b) Secured Claims (Classes 1B through 5B).

i. Classification: Classes 1B through 5B consist of all Secured Claims against the Debtors.

ii. Treatment: Except to the extent that a holder of an Allowed Secured Claim agrees to different treatment on account of such Claim, each holder of an Allowed Secured Claim, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Secured Claim, shall at the option of the Reorganized Debtors either (i) retain its existing lien in the Assets and be paid by the Reorganized Debtors when such Allowed Secured Claim becomes due and owing in the ordinary course of business, or (ii) receive Cash from the applicable Reorganized Debtor in an amount equal to such Allowed Secured Claim, including any interest on such Allowed Secured Claim required to be paid pursuant to section 506(b) of the Bankruptcy Code on the Effective Date.

iii. Impairment and Voting: Allowed Secured Claims are unimpaired, and the holders of such Claims are not entitled to vote to accept or reject the Plan on account of such Claims and will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

(c) General Unsecured Claims (Classes 1C through 5C).

i. Classification: Classes 1C through 5C consist of all General Unsecured Claims against the Debtors.

ii. Treatment: Except to the extent that a holder of an Allowed General Unsecured Claim agrees to different treatment on account of such Claim, each holder of Allowed General Unsecured Claim, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed General Unsecured Claim, shall receive Cash from the Sale Proceeds equal to 100% of the Allowed amount of such General Unsecured Claim plus simple interest from the Commencement Date at the Federal judgment rate of 0.17% per annum in effect on the Commencement Date on the later of (y) the Effective Date, or (z) when such General Unsecured Claim becomes Allowed.



iii. Impairment and Voting: Allowed General Unsecured Claims are unimpaired, and the holders of such Claims are not entitled to vote to accept or reject the Plan on account of such Claims and will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

(d) Intercompany Claims (Classes 1D through 5D).

i. Classification: Classes 1D through 5D consist of all Intercompany Claims against the Debtors.

ii. Treatment: Each holder of an Allowed Intercompany Claim shall have its Allowed Intercompany Claim Reinstated.

iii. Impairment and Voting: Allowed Intercompany Claims are unimpaired, and the holders of such Claims are not entitled to vote to accept or reject the Plan on account of such Claims and will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

(e) Existing Interests in HoldCo (Class 1E).

i. Classification: Class 1E consists of all Existing Interests in HoldCo. The Interests in Holdco held by LA Partners LLC shall be deemed Allowed.

ii. Treatment: The holder of Allowed Existing Interests in HoldCo, in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Existing Interests in HoldCo, shall receive (i) the Excess Real Property, (ii) the Parking Receivable, (iii) the Initial Distributable Sale Proceeds on the Effective Date, and (iv) the Remaining Distributable Sale Proceeds. The holder of Allowed Existing Interests in Holdco shall be entitled to designate another Person to whom the Excess Real Property shall be transferred pursuant to the Plan, with the Purchaser's consent.

iii. Impairment and Voting: Allowed Existing Interests in HoldCo are impaired by the Plan. Each holder of an Allowed Existing Interest in Holdco is entitled to vote to accept or reject the Plan.

(f) Existing Interests in Subsidiary Debtors (Classes 2E through 5E).

i. Classification: Classes 2E through 5E consist of all Existing Interests in the Subsidiary Debtors.

ii. Treatment: Each Allowed Existing Interest in a Subsidiary Debtor shall be Reinstated.

iii. Impairment and Voting: The Existing Interests in the Subsidiary Debtors are unimpaired, and the holders of such Existing Interests are not entitled to vote to accept or reject the Plan on account of such Existing Interests and will be conclusively deemed to have accepted the Plan pursuant to section 1126(f) of the Bankruptcy Code.

**ARTICLE IV.**  
**IDENTIFICATION OF CLASSES OF CLAIMS AND INTERESTS**  
**IMPAIRED; ACCEPTANCE OR REJECTION OF THE PLAN; MEANS**  
**FOR IMPLEMENTATION AND POST-EFFECTIVE DATE GOVERNANCE**

**4.1. *Classes Entitled to Vote.***

Class 1E (Existing Interests in HoldCo) is impaired and entitled to vote to accept or reject the Plan.

**4.2. *Classes Not Entitled to Vote.***

Classes 1A–1D, 2A–2E, 3A–3E, 4A–4E, and 5A–5E of the Plan are unimpaired by the Plan. Pursuant to section 1126(f) of the Bankruptcy Code, the holders of such Allowed Claims and Interests are conclusively deemed to have accepted the Plan and are therefore not entitled to vote to accept or reject the Plan.

**4.3. *Controversy Concerning Impairment.***

If a controversy arises as to whether any Claims or Interests, or any Class of Claims or Interests, are Impaired under the Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy on or before the Confirmation Date.

**4.4. *Confirmation of All Cases.***

Except as otherwise determined by a Debtor in its sole discretion, the Plan shall not be deemed to have been confirmed as to each Debtor, unless and until the plan has been confirmed as to all of the other Debtors.

**4.5. *Purchase Agreement and Related Documents.***

(a) General. On the Effective Date, the transactions required to be consummated under the Purchase Agreement and any documents entered into in connection therewith shall be consummated.

(b) Amendments. The Purchase Agreement will be filed in a Plan Supplement no later than seven (7) days prior to the commencement of the Confirmation Hearing. After the Confirmation Date, the Debtors shall be authorized to enter into non-material amendments to the Purchase Agreement or any other documents in furtherance of the transactions contemplated thereby without the need for further notice or Bankruptcy Court approval.

**4.6. *General Corporate Actions.***

(a) General. On the Effective Date, all acts and transactions described in or contemplated by the Plan Documents will be deemed authorized and approved in all respects. All matters and transactions provided for in the Plan Documents concerning the structure of the

Debtors or the Reorganized Debtors, and any action required by the Debtors or the Reorganized Debtors in connection with the Plan Documents will be deemed to have occurred and will be in effect, without any requirement of further action by those authorized to act on behalf of the Debtors or the Reorganized Debtors notwithstanding any requirements under non-bankruptcy law. Without limiting the generality of the forgoing, on or (as applicable) prior to the Effective Date, the appropriate officers of each Debtor or Reorganized Debtor shall be authorized and directed to issue, execute, deliver, file, and/or record any contracts, agreements, instruments, or other documents contemplated by the Plan Documents (or necessary or desirable to effect the transactions contemplated by the Plan Documents) and take such actions as may be necessary or appropriate to effectuate and further evidence the terms and conditions of the Plan Documents, in each case in the name of an on behalf of such Debtor or Reorganized Debtor.

(b) Continued Legal Existence. Except as otherwise provided in the Plan, each Debtor shall continue to exist after the Effective Date as a separate limited liability company with all the powers of a limited liability company pursuant to the applicable law in the jurisdiction in which each applicable Debtor is incorporated or formed and pursuant to the respective formation documents in effect prior to the Effective Date, except to the extent such formation documents are amended by or in accordance with the Plan or otherwise, and to the extent such documents are amended, such documents are deemed to be amended pursuant to the Plan and require no further action or approval.

(c) Vesting of Assets in the Reorganized Debtors. Except as otherwise provided in the Plan, the Purchase Agreement, or any agreement, instrument, or other document incorporated therein, on the Effective Date, all property in each Estate, all Causes of Action, and any property acquired by any of the Debtors pursuant to the Plan shall vest in each respective Reorganized Debtor, free and clear of all Liens, Claims, charges, or other encumbrances. On and after the Effective Date, each Reorganized Debtor may operate its business and may use, acquire, or dispose of property and compromise or settle any Claims or Causes of Action without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or the Bankruptcy Rules.

(d) Officers of the Reorganized Debtors. No later than seven (7) days prior to the Confirmation Hearing, the Purchaser shall designate, and the Debtors shall file with the Plan Supplement, the Persons that shall serve as officers and directors of the Reorganized Debtors.

#### **4.7. *Cancellation of Certain Existing Security Interests.***

Upon the full payment or other satisfaction (other than retention of the lien) of an Allowed Secured Claim, or promptly thereafter, the holder of such Allowed Secured Claim shall deliver to the Reorganized Debtors any termination statements, instruments of satisfactions, or releases of all security interests with respect to its Allowed Secured Claim that may be reasonably required in order to terminate any related financing statements, mortgages, mechanics' liens, or *lis pendens*. Upon the full payment or other satisfaction of an Allowed Secured Claim, the holder of such Allowed Secured Claim shall be deemed to have authorized the Reorganized Debtors to file any termination statements, instruments of satisfactions, or releases of all such security interests with respect to its Allowed Secured Claim that may be

reasonably required in order to terminate any related financing statements, mortgages, mechanics' liens, or *lis pendens*.

**4.8. *Cancellation of Existing Securities and Agreements.***

Except for the purpose of evidencing a right to distribution under this Plan, and except as otherwise set forth in this Plan, on the Effective Date, all of the Debtors' obligations under any agreements, instruments, and certificates evidencing any Claim, any Existing Interests in HoldCo and any rights of any holder in respect thereof against any of the Debtors, shall be deemed cancelled, discharged and of no force or effect.

**4.9. *Sources of Funding for the Plan.***

Except as otherwise provided in this Plan or the Confirmation Order, all Cash necessary to make payments pursuant to this Plan may be obtained from existing Cash balances and/or the Sale Proceeds.

**4.10. *Implementation of the MLB Settlement and Assumption of the MLB Agreements.***

Pursuant to section 1123(b)(3)(A) of the Bankruptcy Code and Bankruptcy Rule 9019, to the extent required under the terms of the MLB Settlement, the Plan shall implement the MLB Settlement. Upon the Effective Date, the MLB Agreements shall be deemed to have been assumed or assumed and assigned pursuant to sections 365 and 1123 of the Bankruptcy Code. Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the survival, and/or the pertinent Debtor's assumption of the MLB Agreements then in effect and the Confirmation Order shall provide that the MLB Settlement (including, for avoidance of doubt, the Special Terms Related to Sale of the Los Angeles Dodgers Baseball Club as defined in the MLB Settlement Motion) shall remain in effect and enforceable by the Purchaser and the Reorganized Debtors. For the avoidance of doubt, MLB and its affiliates shall not be subject to the releases and injunctions set forth in Sections 9.7(b), (c) and 9.9 (to the extent that it applies to Sections 9.7(b) and (c)) of the Plan, or the paragraphs of the Confirmation Order implementing the releases and injunctions set forth in Sections 9.7(b), (c) and 9.9 (to the extent that it applies to Sections 9.7(b) and (c)) of the Plan, but rather shall be governed by the MLB Settlement.

**4.11. *Order of Transactions.***

On the Effective Date, the first transaction to occur shall be the transfer of the Excess Real Property to the holder of Existing Interests in Holdco (or to an Entity designated by the holder of Existing Interests in Holdco with the Purchaser's consent), followed by the transfer of the Parking Receivable to the holder of Existing Interests in Holdco, followed by the consummation of the Purchase Agreement and related transactions, and then followed by the remaining transactions and distributions contemplated under the Plan.

**ARTICLE V.**  
**DISTRIBUTIONS**

**5.1. *Distributions.***

The Disbursing Agent shall make all distributions to the appropriate holders of Allowed Claims, free and clear of all Liens, claims and encumbrances, except for those distributions to be made by the Reorganized Debtors in respect of Allowed Ordinary Course Administrative Expense Claims and Allowed Secured Claims under the Plan. Neither the Disbursing Agent nor the Reorganized Debtors shall be required to give any bond or surety or other security for the performance of its duties under the Plan. The Disbursing Agent may be removed or replaced at any time in the sole discretion of the holder of Existing Interests in Holdco.

**5.2. *No Postpetition Interest on Claims.***

Unless otherwise specifically provided for in this Plan, in the Confirmation Order, or required by applicable bankruptcy law, postpetition interest shall not accrue or be paid on any Claims, and no holder of a Claim shall be entitled to interest accruing on such Claim on or after the Commencement Date.

**5.3. *Date of Distributions.***

Unless otherwise provided herein, any distributions and deliveries to be made hereunder shall be made on the Effective Date or as soon thereafter as is practicable, provided that the Disbursing Agent may set periodic distribution dates to minimize expenses incurred in making distributions. In the event that any payment or act under this Plan is required to be made or performed on a date that is not a Business Day, then the making of such payment or the performance of such act may be completed on or as soon as reasonably practicable after the next succeeding Business Day, but shall be deemed to have been completed as of the required date.

**5.4. *Distribution Record Date.***

As of the close of business on the Distribution Record Date, the various lists of holders of Claims in each of the Classes, as maintained by the Disbursing Agent, the Debtors, or their respective agents, shall be deemed closed. Neither the Debtors, nor the Disbursing Agent nor their respective agents shall have any obligation to (but may in their sole discretion) recognize any transfer of Claims occurring after the close of business on the Distribution Record Date. Additionally, with respect to payment of any Cure Amounts or any Cure Disputes in connection with the assumption and/or assignment of the Debtors' executory contracts and leases, the Reorganized Debtors shall have no obligation to recognize or deal with any party other than the non-Debtor party to the underlying executory contract or lease, even if such non-Debtor party has sold, assigned or otherwise transferred its Claim for a Cure Amount.

**5.5. *Delivery of Distribution.***

On or as promptly as practicable after the Effective Date, the Disbursing Agent will distribute, or cause to be distributed the applicable Plan Consideration, and subject to Bankruptcy Rule 9010, except as may otherwise be provided in **Section 5.1** of this Plan, make all distributions or payments to any holder of an Allowed Claim at (a) the address of such holder on the books and records of the Debtors or their agents, or (b) at the address in any written notice of address change delivered to the Disbursing Agent, including any addresses included on any Filed proofs of Claim. In the event that any distribution to any holder is returned as undeliverable, no distribution or payment to such holder shall be made unless and until the Disbursing Agent has been notified of the then current address of such holder, at which time or as soon as reasonably practicable thereafter such distribution shall be made to such holder without interest; *provided, however*, such distributions or payments shall be deemed unclaimed property under section 347(b) of the Bankruptcy Code at the expiration of the later of one year from (a) the Effective Date and (b) the date such holder's Claim is Allowed.

**5.6. *Unclaimed Property.***

One year from the later of (a) the Effective Date, and (b) the date a Claim is first Allowed, all unclaimed property or interests in property held by the Disbursing Agent on account of such Claim shall revert to the holder of Existing Interests in HoldCo, and the Claim of any other holder to such property or interest in property shall be discharged and, forever barred. The Disbursing Agent shall have no obligation to attempt to locate any holder of an Allowed Claim other than by reviewing the Debtors' books and records, or proofs of Claim filed against the Debtors.

**5.7. *Satisfaction of Claims.***

Unless otherwise provided herein, any distributions and deliveries to be made on account of Allowed Claims hereunder shall be in complete settlement, satisfaction and discharge of such Allowed Claims.

**5.8. *Manner of Payment Under Plan.***

Except as specifically provided herein, at the option of the Disbursing Agent and the Reorganized Debtors, as applicable, any Cash payment to be made hereunder may be made by a check or wire transfer.

**5.9. *De Minimis Payments and Distributions.***

Notwithstanding any other provision of the Plan, the Disbursing Agent shall not have any obligation to, and shall not, make a distribution less than \$10 on account of any Allowed Claim.

**5.10. *No Distribution in Excess of Amount of Allowed Claim.***

Notwithstanding anything to the contrary herein, no holder of an Allowed Claim shall, on account of such Allowed Claim, receive a Plan Distribution (of a value set forth herein) in excess of the Allowed amount of such Claim to the extent provided in **Section 5.2** herein. Further, notwithstanding anything herein to the contrary, the holder of an Allowed Claim shall only be entitled to a single recovery or such other Plan Distribution as provided herein on account of such Claim, such that upon satisfaction of such Claim against one Debtor all guarantees or co-liability of another Debtor of the payment, performance or collection against the first Debtor with respect to such Claim shall be deemed eliminated and cancelled and shall not entitle the holder of such Claim to a recovery or Plan Distribution as against any other Debtor.

**5.11. *Exemption from Securities Laws.***

The issuance of New Interests to the Purchaser pursuant to the Purchase Agreement and the Plan shall be exempt from registration pursuant to section 1145 of the Bankruptcy Code to the maximum extent permitted under applicable law.

**5.12. *Setoffs and Recoupments.***

The Disbursing Agent and Reorganized Debtors, as applicable, may, pursuant to section 553 of the Bankruptcy Code or applicable non-bankruptcy law, set off and/or recoup against any Allowed Claim, and the distributions to be made pursuant to this Plan on account of such Allowed Claim, any and all claims, rights and Causes of Action that a Debtor held immediately before the Effective Date against the holder of such Allowed Claim; *provided, however,* that neither the failure to effect a setoff or recoupment nor the allowance of any Claim hereunder will constitute a waiver or release by a Debtor or a Reorganized Debtor or its successor of any and all claims, rights and Causes of Action that a Debtor or a Reorganized Debtor or its successor may possess against such holder.

**5.13. *Rights and Powers of the Disbursing Agent.***

The Disbursing Agent shall be empowered to (i) effect all actions and execute all agreements, instruments, and other documents necessary to perform its duties under this Plan, (ii) make all applicable distributions or payments contemplated hereby, (iii) employ professionals to represent it with respect to its responsibilities, (iv) object to the Allowance of Claims; and (v) exercise such other powers as may be vested in the Disbursing Agent by order of the Bankruptcy Court (including any order issued after the Effective Date) or as deemed by the Disbursing Agent to be necessary and proper to implement the provisions hereof.

**5.14. *Expenses Incurred by the Disbursing Agent.***

On the Effective Date, the Disbursing Agent shall retain an amount of the Sale Proceeds that is disclosed in the Plan Supplement to be used for the payment of any reasonable fees and expenses incurred by the Disbursing Agent and any agents and professionals employed by the Disbursing Agent, on or after the Effective Date (including, without limitation, taxes), without approval of the Bankruptcy Court (the "***Disbursing Agent Expense Reserve***").

### **5.15. *Creation and Maintenance of Reserves.***

On the Effective Date, the Disbursing Agent shall create one or more Disputed Claims Reserves, the Professional Fee Reserve, and the Disbursing Agent Expense Reserve (collectively, the “**Reserves**”). To the extent that the property placed in a Reserve consists of Cash, that Cash shall be deposited in an interest-bearing or reduced fee account at the Disbursing Agent’s sole discretion. The Disbursing Agent shall hold property in the Reserves in trust for the benefit of the holders of Disputed Claims and other Persons entitled to receive distributions from such Reserves. The Disputed Claims Reserves may be adjusted from time to time, but in any event no less frequently than on a quarterly basis, and funds previously held in such reserve on account of Disputed Claims that have subsequently become Disallowed Claims shall become Remaining Distributable Sale Proceeds and released from such reserve as set forth in the Plan. Each Reserve shall be closed by the Disbursing Agent when all Distributions and other dispositions of Cash or other property required to be made hereunder for a particular Reserve will have been made in accordance with the terms of the Plan and all Disputed Claims on account of which such Reserve was created and funded becoming Allowed or disallowed by a Final Order of the Bankruptcy Court. Upon closure of a Reserve for a particular Claim or Class of Claims, all Cash or other property held in that Reserve not used to pay any remaining unpaid amounts due to such Claimant or Claimants in the applicable Class shall be treated as Remaining Distributable Sale Proceeds and distributed to the holder of Existing Interests in HoldCo pursuant to **Sections 3.2(e)(ii) and 6.2(b)** of the Plan. The Disbursing Agent shall consult with the Creditors’ Committee regarding the amount of any Reserve established on the Effective Date.

### **5.16. *Withholding and Reporting Requirements.***

In connection with this Plan and all distributions thereunder, the Disbursing Agent and the Reorganized Debtors shall comply with all withholding and reporting requirements imposed by any federal, state, local or foreign taxing authority, and all distributions hereunder shall be subject to any such withholding and reporting requirements. The Disbursing Agent and the Reorganized Debtors shall be authorized to take any and all actions that may be necessary or appropriate to comply with such withholding and reporting requirements or establishing any other mechanisms the Disbursing Agent and the Reorganized Debtors believe are reasonable and appropriate, including requiring a holder of a Claim or Interest to submit appropriate tax and withholding certifications pursuant to any procedures adopted by the Disbursing Agent and the Reorganized Debtors prior to or after the Effective Date and/or as approved by the Bankruptcy Court. Notwithstanding any other provision of this Plan, (a) each holder of an Allowed Claim or Existing Interest that is to receive a distribution under this Plan shall have sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any governmental unit, including income, withholding and other tax obligations on account of such distribution, and (b) no Plan Distributions shall be required to be made to or on behalf of such holder pursuant to this Plan unless and until such holder has made arrangements satisfactory to Disbursing Agent or the Reorganized Debtors for the payment and satisfaction of such tax obligations or has, to the satisfaction of the Disbursing Agent and the Reorganized Debtors established an exemption therefrom.



**5.17. *Cooperation with Disbursing Agent.***

The Reorganized Debtors shall use all commercially reasonable efforts to provide the Disbursing Agent with the amount of Claims and the identity and addresses of holders of Claims, in each case, as set forth in the Debtors' and/or Reorganized Debtors' books and records. The Reorganized Debtors will cooperate in good faith with the Disbursing Agent to comply with the reporting and withholding requirements outlined in Section 5.16 hereof.

**5.18. *Time Bar to Cash Payments by Check.***

Checks issued by the Disbursing Agent on account of Allowed Claims shall be null and void if not negotiated within ninety (90) days after the date of issuance thereof. Requests for the reissuance of any check that becomes null and void pursuant to this Section 5.18 of the Plan may be made directly to the Disbursing Agent by the holder of the Allowed Claim to whom the check was originally issued. Any Claim in respect of such voided check must be made in writing on or before the later of the first anniversary of the Effective Date and the six (6) month anniversary of the date on which the Distribution was made. After that date, all Claims in respect of void checks shall be discharged and forever barred and the proceeds of those checks shall be deemed Unclaimed Property in accordance with section 347(b) of the Bankruptcy Code and be distributed as provided in Section 5.6 herein.

**ARTICLE VI.**  
**PROCEDURES FOR RESOLVING CLAIMS**

**6.1. *Objections to Claims.***

Other than with respect to Professional Fee Claims, the Disbursing Agent shall be entitled to object to Claims after the Effective Date. Any objections to those Claims (other than Administrative Expense Claims) that have been filed on or before the Bar Date, shall be served and filed on or before the later of: (a) 180 days after the Effective Date, unless such deadline is extended by order of the Bankruptcy Court on notice to the U.S. Trustee; or (b) such other date as may be fixed by the Bankruptcy Court, whether fixed before or after the date specified in clause (a) hereof, upon notice provided to the U.S. Trustee. Any Claims filed after the Bar Date or Administrative Expense Bar Date, as applicable, shall be deemed disallowed and expunged in their entirety without further order of the Bankruptcy Court or any action being required on the part of the Debtors, or the Disbursing Agent unless the Person or entity wishing to file such untimely Claim has received prior Bankruptcy Court authority to do so. Notwithstanding any authority to the contrary, an objection to a Claim shall be deemed properly served on the claimant if the objecting party effects service in any of the following manners: (a) in accordance with Federal Rule of Civil Procedure 4, as modified and made applicable by Bankruptcy Rule 7004; (b) by first class mail, postage prepaid, on the signatory on the proof of claim, as well as all other representatives identified in the proof of claim or any attachment thereto; or (c) by first class mail, postage prepaid, on any counsel that has appeared on the claimant's behalf in the Reorganization Cases (so long as such appearance has not been subsequently withdrawn). From and after the Effective Date, the Disbursing Agent shall have sole and exclusive authority to settle or compromise any Disputed Claim without approval of the Bankruptcy Court. Within

fifteen (15) days of the end of each calendar quarter, the Disbursing Agent shall file with the Bankruptcy Court, a written report identifying all Disputed Claims that have been settled and become Allowed Claims during the preceding quarter. Such report will identify the Claim with specificity, the amount of the Disputed Claim as asserted and the amount of the Claim as Allowed.

**6.2. *Disputed Claims.***

- (a) No Distributions or Payments Pending Allowance.

Except as provided in this **Section 6.2** of the Plan, Disputed Claims shall not be entitled to any Plan Distributions, unless and until such Claims become Allowed Claims.

- (b) Plan Distributions to holders of Subsequently Allowed Claims.

The Disbursing Agent will make distributions or payments on account of any Disputed Claim that has become an Allowed Claim on or as promptly as practicable after the date on which such Disputed Claim becomes an Allowed Claim. The Disbursing Agent shall distribute in respect of such newly Allowed Claims the Plan Consideration as to which holders of such Claims would have been entitled under this Plan if such newly Allowed Claims were Allowed on the Effective Date. The Disputed Claims Reserves may be adjusted from time to time, but in any event no less frequently than quarterly, and funds previously held in such reserve on account of Disputed Claims that have subsequently become Disallowed Claims shall become Remaining Distributable Sale Proceeds and released from such reserve as set forth in the Plan. Following the resolution of all Disputed Claims (the “***Final Distribution Date***”), any funds remaining in the Disputed Claims Reserves shall become Remaining Distributable Sale Proceeds and distributed in accordance with the Plan.

**6.3. *Estimation of Claims.***

Any Debtor or the Disbursing Agent may request that the Bankruptcy Court estimate any Claim to the extent set forth in section 502(c) of the Bankruptcy Code for purposes of determining the Allowed amount of such Claim regardless of whether any Person has previously objected to such Claim or whether the Bankruptcy Court has ruled on any such objection, and the Bankruptcy Court shall retain jurisdiction to estimate any Claim for purposes of determining the allowed amount of such Claim at any time. In the event that the Bankruptcy Court estimates any contingent or unliquidated Claim for allowance purposes, that estimated amount will constitute either the Allowed amount of such Claim or a maximum limitation on such Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on such Claim, any objecting party may elect to pursue any supplemental proceedings to object to any ultimate payment on such Claim. All of the objection, estimation, settlement, and resolution procedures set forth in the Plan are cumulative and not exclusive of one another.

**6.4. *No Recourse.***

Notwithstanding that the Allowed amount of any particular Disputed Claim is reconsidered under the applicable provisions of the Bankruptcy Code and the Bankruptcy Rules or is Allowed in an amount for which after application of the payment priorities established by this Plan there is insufficient value to provide a recovery equal to that received by other holders of Allowed Claims in the respective Class, no holder of a Claim shall have recourse against the Debtors, the Disbursing Agent, the Reorganized Debtors, or any of their respective professionals, consultants, attorneys, advisors, officers, directors, or members or their successors or assigns, or any of their respective property. However, nothing in the Plan shall modify any right of a holder of a Claim under section 502(j) of the Bankruptcy Code. **THE BANKRUPTCY COURT'S ENTRY OF AN ORDER ESTIMATING CLAIMS MAY LIMIT THE DISTRIBUTION TO BE MADE ON SUCH DISPUTED CLAIM, REGARDLESS OF THE AMOUNT FINALLY ALLOWED ON ACCOUNT OF SUCH DISPUTED CLAIM.**

**6.5. *Preservation of Insurance.***

The discharge and release of the Debtors as provided in this Plan, and the revesting of property in the Reorganized Debtors, shall not diminish or impair the enforceability of any Insurance Policies and Agreements that may cover Claims against any Debtor any Reorganized Debtor or any other Person.

**ARTICLE VII.**

**EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**7.1. *Treatment of Executory Contracts.***

The Plan shall constitute a motion to assume and, to the extent applicable, assign to the Reorganized Debtors all executory contracts and unexpired leases that have not previously been assumed, other than those executory contracts and unexpired leases that are listed on **Exhibit 7.1** to the Plan, which shall be filed with the Plan Supplement, and designated for rejection. Prior to the hearing regarding confirmation of the Plan, the Debtors will file with the Bankruptcy Court the information necessary to establish adequate assurance of future performance under such assumed executory contracts and unexpired lease. The entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of any such assumptions and assignments pursuant to sections 365(a) and 1123 of the Bankruptcy Code. As of the Effective Date, all executory contracts and unexpired leases that are included on **Exhibit 7.1**, as such Exhibit may be amended and modified prior to the Effective Date, shall be deemed rejected.

**7.2. *Claims Based on Rejection of Executory Contracts or Unexpired Leases.***

All Claims arising from the rejection of executory contracts or unexpired leases, if any, will be treated as General Unsecured Claims. Pursuant to **Section 9.3** hereof, all such Claims shall be discharged on the Effective Date, and shall not be enforceable against the Reorganized Debtors or their respective properties or interests in property. Any party that fails to object to the rejection of its executory contract or file a proof of claim in accordance with the terms of the Bar Date Order, shall be forever barred, estopped and enjoined from disputing the

rejection and/or from asserting any claim against such applicable Debtor arising under section 365 of the Bankruptcy Code.

**7.3. *Cure of Defaults for Assumed Executory Contracts and Unexpired Leases.***

Except to the extent that different treatment has been agreed to by the non-Debtor party or parties to any executory contract or unexpired lease to be assumed pursuant to **Sections 7.1 and 7.2** of the Plan any monetary amounts by which each executory contract and unexpired lease to be assumed or assumed and assigned pursuant to the Plan is in default for the period prior to the Effective Date shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code by payment of such “**Cure Amount**” by the Reorganized Debtors in Cash: (1) as soon as practicable following the later of (i) the Effective Date, or (ii) within thirty (30) days after the date on which the Cure Amount has been resolved (either consensually or through judicial decision); or (2) on such other less favorable terms to the non-Debtor party as the parties to such executory contracts or unexpired leases may otherwise agree.

**7.4. *Collective Bargaining Agreements.***

Upon the Effective Date, any Collective Bargaining Agreement entered into by the Debtors that has not expired by its terms and is in effect as of the Effective Date shall be deemed to have been assumed or assumed and assigned in accordance with, and subject to, the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code. Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval of the survival, and/or the pertinent Debtor’s assumption of the Collective Bargaining Agreements then in effect, including assumption of the MLBPA CBA, the Players’ and Former Players’ individual contracts, the AFTRA CBA, and the Announcers’ individual contracts, except to the extent that such agreements have already been assumed prior to the entry of the Confirmation Order. Upon the Effective Date, with respect to any Collective Bargaining Agreement entered into by the Debtors that has expired by its terms, the rights and obligations, if any, of the Reorganized Debtors with respect to such expired agreement shall not be affected by the Confirmation Order, and the Reorganized Debtors shall continue to have the same rights and obligations with respect to any such expired agreement as the Debtors had immediately prior to the entry of the Confirmation Order and any such rights and obligations of the Reorganized Debtors under any such expired agreement shall continue to be determined in accordance with applicable federal labor law.

**7.5. *Compensation and Benefit Programs.***

The Debtors are contributing sponsors of the Major League Baseball Plan for Non-Uniformed Personnel (the “**Pension Plan**”) within the meaning of ERISA and 29 U.S.C. § 1301(a)(13) in particular. The Pension Plan is a tax-qualified defined benefit pension plan covered by the provisions of ERISA, 29 U.S.C. §§ 1001 *et seq.*, and 29 U.S.C. § 1301(15) specifically. Upon confirmation of the Plan, the Reorganized Debtors shall continue to perform their obligations under all Employee Benefit Plans and all such Employee Benefit Plans shall be assumed by the applicable Reorganized Debtors, who shall satisfy the minimum funding standards pursuant to 26 U.S.C. § 412 and 29 U.S.C. § 1082 and administer the Pension Plan in accordance with their terms and the provisions of ERISA and the Internal Revenue Code;

provided, however, that nothing in the Plan shall limit, diminish or otherwise alter the Reorganized Debtors' defenses, claims, causes of action, or other rights with respect to the interpretation, application or enforcement of any such Employee Benefit Plan, including the Reorganized Debtors' rights to amend, modify or terminate any such Employee Benefit Plan either prior to or after the Effective Date. Furthermore, (i) nothing in the Plan shall be construed as discharging, releasing or relieving the Debtors or the Debtors' successors, including the Reorganized Debtors, from any liability imposed under ERISA, the Bankruptcy Code, or any related law or regulatory provision with respect to the Pension Plan or the Pension Benefit Guaranty Corporation, (ii) notwithstanding any provision of the Plan or the confirmation order, the Pension Benefit Guaranty Corporation and the Pension Plan shall not be enjoined or precluded from enforcing any such liability, subject, in the case of the immediately preceding clauses (i) and (ii) to any applicable rights and defenses of the Debtors and Reorganized Debtors.

#### **7.6. Insurance Policies.**

Notwithstanding anything to the contrary in the Plan or the Confirmation Order, the insurance policies (including, without limitation, any policies covering directors' or officers' conduct) issued to, or insurance agreements or claims servicing agreements entered into by, any one or more of the Debtors prior to the Petition Date (the "**Insurance Policies and Agreements**") shall continue in effect after the Effective Date pursuant to their respective terms and conditions and treated as if assumed. To the extent that any Insurance Policies or Agreements are considered to be executory contracts, then, notwithstanding anything to the contrary in the Plan, the Plan shall constitute a motion to assume, assume and assign, or ratify such Insurance Policies and Agreements, and, subject to the occurrence of the Effective Date, the entry of the Confirmation Order shall constitute approval of such assumption pursuant to section 365(a) of the Bankruptcy Code and a finding by the Bankruptcy Court that each such assumption is in the best interest of each Debtor and its Estate. Unless otherwise determined by the Bankruptcy Court pursuant to a Final Order or agreed to by the parties thereto prior to the Effective Date, no payments shall be required to cure any defaults of the Debtors existing as of the Confirmation Date with respect to each such Insurance Policy or Agreement assumed by the Debtors.

#### **7.7. Fox Related Agreements.**

To the extent that anything contained in this Plan is inconsistent with the rights and obligations arising under the Stipulated Order by and between Debtors, Fox Sports Net West 2, LLC and Fox Sports Net, Inc. Regarding Global Resolution of Claims and Disputes dated January 11, 2012 ("**Fox Order**"), the Fox Order controls and survives confirmation of the Plan. Notwithstanding anything to the contrary contained in this Plan, nothing contained in this Plan shall release or alter (i) any amounts or other obligations owed to Fox Sports Net, Inc. by Frank H. McCourt arising under that certain Loan and Security Agreement dated April 13, 2011 in the principal amount of \$30 million, including but not limited to the collateral and security obligations arising thereunder; (ii) on-going performance and other obligations arising under the Telecast Rights Agreement dated November 1, 2001 between Los Angeles Dodgers, LLC and Fox Sports Net West 2, LLC, as amended (with all amendments, the "**Telecast Agreement**") from and after January 11, 2012, including any amounts due and owing in the ordinary course of

business under the Telecast Agreement, or (iii) the rights and obligations arising under the Fox Order.

**7.8. *Indemnification Agreements.***

Subject to the Purchase Agreement, including Section 6.3 thereof, all indemnification provisions currently in place for directors, officers, managers, members, employees and agents of the Debtors (whether in the certificates of incorporation, by-laws, limited liability company agreements, board resolutions, contracts assumed by the Debtors or otherwise) shall survive effectiveness of the Plan and/or be assumed pursuant to section 365 of the Bankruptcy Code, it being understood that all indemnification provisions in place on and prior to the Effective Date for directors, officers, managers, members, employees, and agents of the Debtors shall survive the effectiveness of the Plan for claims related to or in connection with any actions, omissions or transactions prior to the Effective Date.

**ARTICLE VIII.  
CONDITIONS PRECEDENT TO  
CONFIRMATION AND CONSUMMATION OF THE PLAN**

**8.1. *Conditions Precedent to the Effective Date.***

The occurrence of the Effective Date is subject to the occurrence of each of the following conditions:

(a) the Confirmation Order in form and substance reasonably satisfactory to the Debtors and the Purchaser shall have been entered by the Bankruptcy Court, confirming the Plan in each of the Debtors' chapter 11 cases, and the Confirmation Order shall be in full force and effect and not subject to any stay or injunction;

(b) the Plan Documents shall have been executed and delivered by all relevant parties, and any conditions (other than the occurrence of the Effective Date or certification by the Debtors that the Effective Date has occurred) contained therein have been satisfied or waived in accordance therewith;

(c) any material governmental, regulatory and third party approvals, waivers and/or consents in connection with the transactions contemplated by this Plan shall have been obtained and shall remain in full force and effect, and there shall exist no claim, action, suit, investigation, litigation or proceeding, pending or threatened in any court or before any arbitrator or governmental instrumentality, which, if granted, would prohibit the transactions contemplated herein; and

(d) the Debtors and the Purchaser (and all Persons and entities related thereto) shall have received all consents and approvals required by MLB to implement the Purchase Agreement and all transactions related thereto, and the Plan consistent with the MLB Settlement.

**8.2. *Waiver of Conditions Precedent and Bankruptcy Rule 3020(e).***

The Debtors shall have the right to waive the conditions precedent set forth in **Sections 8.1 (a) and (b)** of this Plan at any time with respect to any Debtor without leave of or notice to the Bankruptcy Court and without any formal action other than proceeding with consummation of this Plan. Further, this Plan shall be deemed a request for a waiver of the stay of the Confirmation Order, pursuant to Bankruptcy Rule 3020(e), and such stay shall be waived by the Confirmation Order.

If any condition precedent to the Effective Date is waived pursuant to this **Section 8.2** and the Effective Date occurs, the waiver of such condition shall benefit from the “mootness doctrine,” and the act of consummation of this Plan shall foreclose any ability to challenge this Plan in any court.

**8.3. *Effect of Failure of Conditions.***

If all of the conditions to effectiveness and the occurrence of the Effective Date have not been satisfied or duly waived on or before the first Business Day that is more than ninety (90) days after the Confirmation Date, or by such later date as set forth by the Debtors in a notice filed with the Bankruptcy Court prior to the expiration of such period, then upon motion by the applicable Debtor(s) made before the time that all of the conditions have been satisfied or duly waived, the Confirmation Order shall be vacated by the Bankruptcy Court as to such Debtors(s). Notwithstanding the filing of such a motion, the Confirmation Order shall not be vacated if all of the conditions to consummation set forth in **Section 8.1** of this Plan are either satisfied or duly waived before the Bankruptcy Court enters an order granting the relief requested in such motion. If the Confirmation Order is vacated pursuant to this **Section 8.3**, this Plan shall be null and void in all respects as to such Debtor(s), and nothing contained in this Plan shall: (a) constitute a waiver or release of any Claims against or Interests in the applicable Debtors; (b) prejudice in any manner the rights of the holder of any Claim or Interest in the applicable Debtors; or (c) constitute an admission, acknowledgment, offer or undertaking by the applicable Debtors or any other entity with respect to any matter set forth in the Plan.

**ARTICLE IX.**  
**EFFECT OF CONFIRMATION**

**9.1. *Binding Effect.***

This Plan shall be binding and inure to the benefit of the Debtors, all holders of Claims and Interests, and their respective successors and assigns.

**9.2. *Vesting of Assets.***

On the Effective Date, pursuant to sections 1141(b) and (c) of the Bankruptcy Code, the property of each Estate other than the Sale Proceeds shall vest in the Reorganized Debtors free and clear of all Claims, Liens, encumbrances, charges, and other interests, except as provided herein, the Purchase Agreement, or in the Confirmation Order. The Reorganized Debtors may operate their businesses and may use, acquire, and dispose of property and prosecute, compromise or settle any Claims (including any Administrative Expense Claims) and causes of action without supervision of or approval by the Bankruptcy Court and free and clear

of any restrictions of the Bankruptcy Code or the Bankruptcy Rules in all respects as if there were no pending case under any chapter or provision of the Bankruptcy Code, except as provided herein or therein. Without limiting the foregoing, the Reorganized Debtors may pay the charges that they incur on or after the Effective Date for professional fees, disbursements, expenses or related support services without application to or approval of the Bankruptcy Court.

**9.3. *Discharge of Claims Against and Interests in the Debtors.***

Upon the Effective Date and in consideration of the distributions to be made hereunder, to the fullest extent permitted by applicable law, except as otherwise provided herein or in the Confirmation Order, each Person that is a holder (as well as any trustees and agents on behalf of such Person) of a Claim or Interest and any affiliate of such holder shall be deemed to have forever waived, released, and discharged the Debtors, to the fullest extent permitted by section 1141 of the Bankruptcy Code, of and from any and all Claims, Interests, rights, and liabilities that arose prior to the Effective Date. Except as otherwise provided herein, upon the Effective Date, all such holders of Claims and Interests and their affiliates shall be forever precluded and enjoined, pursuant to sections 105, 524, and 1141 of the Bankruptcy Code, from prosecuting or asserting any such discharged Claim against or terminated Interest in any Debtor.

**9.4. *Term of Pre-Confirmation Injunctions or Stays.***

Unless otherwise provided herein, all injunctions or stays arising prior to the Confirmation Date in accordance with sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Effective Date and thereafter to the extent permitted under applicable law.

**9.5. *Injunction Against Interference With Plan.***

Upon the entry of the Confirmation Order, all holders of Claims and Interests and other parties in interest, along with their respective present or former affiliates, employees, agents, officers, directors, or principals, shall be enjoined from taking any actions to interfere with the implementation or consummation of this Plan.

**9.6. *Injunction.***

(a) *Except as otherwise provided in this Plan or the Confirmation Order, as of the Confirmation Date, but subject to the occurrence of the Effective Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtors or the Estates are, with respect to any such Claims or Interests, permanently enjoined after the Confirmation Date from: (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtors, the Reorganized Debtors, the Estates or any of their property, the Disbursing Agent, the Purchaser, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons or any property of any such transferee or successor; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree*



or order against the Debtors, the Reorganized Debtors, or the Estates or any of their property, the Disbursing Agent, the Purchaser, or any direct or indirect transferee of any property of, or direct or indirect successor in interest to, any of the foregoing Persons, or any property of any such transferee or successor; (iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtors, the Reorganized Debtors, or the Estates or any of their property, the Disbursing Agent, the Purchaser, or any direct or indirect transferee of any property of, or successor in interest to, any of the foregoing Persons; (iv) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of this Plan to the fullest extent permitted by applicable law; and (v) commencing or continuing, in any manner or in any place, any action that does not comply with or is inconsistent with the provisions of this Plan; provided, however, that nothing contained herein shall preclude such persons from exercising their rights pursuant to and consistent with the terms of this Plan.

(b) Each holder of an Allowed Claim or Allowed Interest shall be deemed to have specifically consented to the injunctions set forth herein.

### **9.7. Releases.**

(a) Releases by the Debtors. Except as otherwise provided in this Plan or the Confirmation Order, as of the Effective Date, each Debtor, in its individual capacity and as a debtor in possession, shall be deemed to forever release, waive and discharge all claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action (including Avoidance Actions) and liabilities (other than the rights of the Debtors to enforce this Plan and the contracts, instruments, releases, credit facilities and other agreements or documents delivered thereunder) whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act, omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the parties released pursuant to this Section 9.7(a), the Reorganization Cases, this Plan or the Disclosure Statement, and that could have been asserted by or on behalf of the Debtors or their Estates, whether directly, indirectly, derivatively or in any representative or any other capacity, against any Released Party; provided, however, that in no event shall anything in this Section 9.7(a) be construed as a release of any Person's fraud, gross negligence or willful misconduct for matters with respect to the Debtors and their Subsidiaries and/or affiliates.

(b) Releases by Holders of Claims and Interests. Except as otherwise provided in this Plan or the Confirmation Order (including, Section 4.10), on the Effective Date, to the fullest extent permissible under applicable law, as such law may be extended or interpreted subsequent to the Effective Date, all holders of Claims and Interests, in consideration for the obligations of the Debtors under this Plan, the Plan Consideration and other contracts, instruments, releases, agreements or documents executed and delivered in connection with this Plan, and each entity (other than a Debtor) that has held, holds or may hold a Claim or Interest, as applicable, will be deemed to have consented to this Plan for all purposes and the restructuring embodied herein and deemed to forever release, waive and discharge all claims, demands, debts, rights, causes of action or liabilities (other than the right to enforce the

*obligations of any party under this Plan and the contracts, instruments, releases, agreements and documents delivered under or in connection with this Plan), including, without limitation, any claims for any such loss such holder may suffer, have suffered or be alleged to suffer as a result of the Debtors commencing the Reorganization Cases or as a result of this Plan being consummated, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or thereafter arising, in law, equity or otherwise that are based in whole or in part on any act or omission, transaction, event or other occurrence taking place on or prior to the Effective Date in any way relating to the Debtors, the Reorganization Cases, this Plan or the Disclosure Statement against any Released Party; provided, however, that in no event shall anything in this **Section 9.7(b)** be construed as a release of any Person's gross negligence, fraud or willful misconduct for matters with respect to the Debtors and their Subsidiaries and/or affiliates (the "**Third Party Release**").*

(c) Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019 of the Third Party Release, which includes by reference each of the related provisions and definitions contained herein, and further, will constitute the Bankruptcy Court's finding that such release is (i) in exchange for the good and valuable consideration provided by the Debtors and the other Released Parties, representing good faith settlement and compromise of the claims released herein; (ii) in the best interests of the Debtors and all holders of Claims; (iii) fair, equitable, and reasonable; (iv) approved after due notice and opportunity for hearing; and (v) a bar to any of the holders of Claims and Interests against or in the Debtors asserting any claim released pursuant to this **Section 9.7**.

#### **9.8. Exculpation and Limitation of Liability.**

*None of the Exculpated Parties shall have or incur any liability to any holder of any Claim or Interest for any act or omission in connection with, or arising out of the Debtors' restructuring, including without limitation the negotiation and execution of this Plan, the Reorganization Cases, the Disclosure Statement, the solicitation of votes for and the pursuit of this Plan, the consummation of this Plan, or the administration of this Plan or the property to be distributed under this Plan, including, without limitation, all documents ancillary thereto, all decisions, actions, inactions and alleged negligence or misconduct relating thereto and all prepetition activities leading to the promulgation and confirmation of this Plan except fraud, gross negligence, or willful misconduct as determined by a Final Order of the Bankruptcy Court. The Exculpated Parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under this Plan.*

#### **9.9. Injunction Related to Releases and Exculpation.**

*The Confirmation Order shall permanently enjoin the commencement or prosecution by any person or entity, whether directly, derivatively or otherwise, of any Claims, obligations, suits, judgments, damages, demands, debts, rights, Causes of Action or liabilities released or exculpated pursuant to this Plan, including but not limited to the claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action or liabilities released in **Sections 9.7, 9.8, and 9.11** of this Plan.*

**9.10. Retention of Causes of Action/Reservation of Rights.**

Subject to **Sections 9.7, 9.8** and **9.11** herein, nothing contained in this Plan or the Confirmation Order shall be deemed to be a waiver or relinquishment of any rights, claims or causes of action, rights of setoff, or other legal or equitable defenses that the Debtors had immediately prior to the Effective Date on behalf of the Estates or of themselves in accordance with any provision of the Bankruptcy Code or any applicable non-bankruptcy law. The Reorganized Debtors shall have, retain, reserve, and be entitled to assert all such claims, causes of action, rights of setoff, or other legal or equitable defenses as fully as if the Reorganization Cases had not been commenced, and all of the Debtors' legal and/or equitable rights respecting any Claim left unimpaired, as set forth in **Section 5.12** herein, may be asserted after the Confirmation Date to the same extent as if the Reorganization Cases had not been commenced.

**9.11. Avoidance Actions.**

Subject to the occurrence of the Effective Date, neither the Reorganized Debtors nor any other party in interest shall assert any Avoidance Action not asserted by a Debtor prior to the Effective Date, *provided, however*; that nothing herein shall prohibit the Debtors or the Reorganized Debtors from challenging the validity, priority, perfection or extent of any lien, mortgage or security agreement or, subject to **Section 6.1** hereof, objecting to any Claim. All Avoidance Actions shall be released and waived by the Debtors and their Estates under the Plan on the Effective Date.

**9.12. Tickets Financing Transactions.**

Pursuant to the transactions contemplated by the Plan, the Purchaser will indirectly acquire the beneficial ownership of 100% of the equity of Tickets. As a result, the Tickets financing transactions (described in Section 3.2(c) of the Disclosure Statement), including, without limitation, any obligations of the Debtors in connection with such transactions, shall remain in place. None of the contracts or instruments entered into or executed in connection with the Tickets financing transactions will be cancelled, rejected, modified, or amended, *provided, however*, that to the extent that Tickets, any Debtor, the Purchaser, or any other person or entity requests that any agreements, instruments, or documents under the Tickets financing transactions be modified, rejected, cancelled, or amended, such modifications, rejections, cancellations, or amendments will only be made in accordance with the provisions of such agreements and documents. In the case of provisions requiring consent of any non-Debtor party, such consents shall be obtained to the extent required by law.

**ARTICLE X.**  
**RETENTION OF JURISDICTION**

On and after the Effective Date, the Bankruptcy Court shall retain exclusive jurisdiction, pursuant to 28 U.S.C. §§ 1334 and 157, over all matters arising in, arising under, or related to the Reorganization Cases for, among other things, the following purposes:

(a) To hear and determine applications for the assumption or rejection of executory contracts or unexpired leases and the allowance of Claims resulting therefrom;

(b) To determine any motion, adversary proceeding, application, contested matter, and other litigated matter pending on or commenced after the Confirmation Date;

(c) To ensure that distributions to holders of Allowed Claims or Allowed Interests are accomplished as provided herein;

(d) To consider Claims or the allowance, classification, priority, compromise, estimation, or payment of any Claim, Administrative Expense Claim, or Interest;

(e) To enter, implement, or enforce such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, reversed, revoked, modified, or vacated;

(f) To issue injunctions, enter and implement other orders, and take such other actions as may be necessary or appropriate to restrain interference by any Person with the consummation, implementation, or enforcement of this Plan, the Confirmation Order, or any other order of the Bankruptcy Court;

(g) To hear and determine any application to modify this Plan in accordance with section 1127 of the Bankruptcy Code, to remedy any defect or omission or reconcile any inconsistency in this Plan, the Disclosure Statement, or any order of the Bankruptcy Court, including the Confirmation Order, in such a manner as may be necessary to carry out the purposes and effects thereof;

(h) To hear and determine all Professional Fee Claims;

(i) To resolve disputes concerning any reserves with respect to Disputed Claims, Cure Disputes, or the administration thereof;

(j) To hear and determine disputes arising in connection with the interpretation, implementation, or enforcement of this Plan, the Confirmation Order, the Purchase Agreement, any transactions or payments contemplated hereby, or any agreement, instrument, or other document governing or relating to any of the foregoing;

(k) To take any action and issue such orders, including any such action or orders as may be necessary after occurrence of the Effective Date and/or consummation of the Plan and the Purchase Agreement, as may be necessary to construe, enforce, implement, execute, and consummate this Plan, the Purchase Agreement, and the MLB Settlement, including any release or injunction provisions set forth herein, or to maintain the integrity of this Plan, the Purchase Agreement, and the MLB Settlement following consummation;

(l) To determine such other matters and for such other purposes as may be provided in the Confirmation Order;

(m) To hear and determine matters concerning state, local, and federal taxes in accordance with sections 346, 505, and 1146 of the Bankruptcy Code;

(n) To hear and determine any other matters related hereto and not inconsistent with the Bankruptcy Code and title 28 of the United States Code;

(o) To resolve any disputes concerning whether a Person or entity had sufficient notice of the Reorganization Cases, the Disclosure Statement Hearing, the Confirmation Hearing, any applicable Bar Date, or the deadline for responding or objecting to a Cure Amount, for the purpose of determining whether a Claim or Interest is discharged or barred hereunder, or for any other purpose;

(p) To hear and determine any matters relating to implementation of the Sale Transactions, including arising out of or in connection with the Purchase Agreement and any ancillary agreement thereto;

(q) To recover all Assets of the Debtors and property of the Estates, wherever located; and

(r) To enter a final decree closing the Reorganization Cases.

## **ARTICLE XI.** **MISCELLANEOUS PROVISIONS**

### **11.1. *Critical Vendor and Other Payments.***

Notwithstanding the contents of the Schedules, Claims listed therein as undisputed, liquidated and not contingent shall be reduced by the amount, if any, that was paid by one or more of the Debtors pursuant to an order of the Bankruptcy Court. To the extent such payments are not reflected in the Schedules, such Schedules are hereby amended and reduced to reflect that such payments were made. Nothing in this Plan shall preclude the Reorganized Debtors from paying Claims that the Debtors were authorized to pay pursuant to any Final Order entered by the Bankruptcy Court prior to the Confirmation Date.

### **11.2. *Exemption from Certain Transfer Taxes.***

Pursuant to section 1146(a) of the Bankruptcy Code, the issuance, transfer or exchange of notes or equity securities under or in connection with the Plan, including the Purchase Agreement, the creation of any mortgage, deed of trust or other security interest, the making or assignment of any lease or sublease, or the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with the Plan, including the transfer of the Excess Real Property and any merger agreements or agreements of consolidation, deeds, bills of sale or assignments executed in connection with any of the transactions contemplated under the Plan shall not be subject to any stamp, real estate transfer, mortgage recording, sales, use or other similar tax. The Confirmation Order shall provide, among other things:

**“Each and every federal, state, and local government agency or department is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate the transactions**

**pursuant to this Plan, including without limitation the transfer of the Excess Real Property to LA Partners LLC, all without imposition and payment of any stamp tax, transfer tax, or similar tax, pursuant to Section 1146(a) of the Bankruptcy Code. The register or recorder of deeds (or other similar recording agency) is hereby directed to accept and include a certified copy of this Order along with any other appropriate conveyance documents used to record and index the transfer of the Properties in the appropriate public records.”**

**11.3. *Dissolution of Creditors’ Committee and Cessation of Fee and Expense Payment.***

The Creditors’ Committee shall be dissolved automatically on the Effective Date and (a) all members, employees or agents thereof shall be released and discharged from all rights and duties arising from, or related to, the Reorganization Cases; and (b) the retention or employment of any advisors or professionals retained by the Creditors’ Committee, including, without limitation, accountants, attorneys and financial advisors will terminate. Subject to the provisions of **Section 2.3** hereof, after the Effective Date, the Reorganized Debtors shall no longer be responsible for paying any fees and expenses incurred by the members of any advisors or Professionals retained by the Creditors’ Committee, except with respect to fees and expenses of Professionals retained by the Creditors’ Committee incurred in preparing, filing, and prosecuting their own Professional Fee Claims in accordance with **Section 2.3** of this Plan.

**11.4. *Amendments.***

(a) *Plan Modifications.* This Plan may be amended, modified, or supplemented by the Debtors in the manner provided for by section 1127 of the Bankruptcy Code, or as otherwise permitted by law, without additional disclosure pursuant to section 1125 of the Bankruptcy Code, except as the Bankruptcy Court may otherwise direct. In addition, after the Confirmation Date, so long as such action does not materially and adversely affect the treatment of holders of Claims or Interests pursuant to this Plan, the Debtors may institute proceedings in the Bankruptcy Court to remedy any defect or omission or reconcile any inconsistencies in this Plan, the Plan Documents and/or the Confirmation Order, with respect to such matters as may be necessary to carry out the purposes and effects of this Plan.

(b) *Other Amendments.* Prior to the Effective Date the Debtors may make appropriate technical adjustments and modifications to this Plan without further order or approval of the Bankruptcy Court, *provided, however*, that, such technical adjustments and modifications do not adversely affect in a material way the treatment of holders of Claims or Interests.

**11.5. *Inconsistency.***

In the event of any inconsistency among the Plan, the Disclosure Statement, and any exhibit or schedule to the Disclosure Statement, the provisions of the Plan shall govern. In the event of any inconsistency between the Plan and the Confirmation Order, the Confirmation Order shall govern.

**11.6. *Revocation or Withdrawal of this Plan.***

The Debtors reserve the right to revoke or withdraw this Plan prior to the Effective Date in their sole and absolute discretion. If the Debtors take such action, this Plan shall be deemed null and void.

**11.7. *Confirmation Order.***

The Confirmation Order shall, and is hereby deemed to, ratify all transactions effected by the Debtors during the period commencing on the Commencement Date and ending on the Confirmation Date.

**11.8. *Substantial Consummation.***

On the Effective Date, the Plan shall be deemed to be substantially consummated pursuant to section 1101 of the Bankruptcy Code.

**11.9. *Allocation of Plan Distributions Between Principal and Interest.***

To the extent that any Allowed Claim entitled to a distribution under the Plan consists of indebtedness and other amounts (such as accrued but unpaid interest thereon), such distribution shall be allocated first to the principal amount of the Claim (as determined for federal income tax purposes) and then, to the extent the consideration exceeds the principal amount of the Claim, to such other amounts.

**11.10. *Severability.***

If, prior to the entry of the Confirmation Order, any term or provision of this Plan is held by the Bankruptcy Court to be invalid, void, or unenforceable, the Bankruptcy Court, at the request of the Debtors, shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void, or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration, or interpretation, the remainder of the terms and provisions of this Plan will remain in full force and effect and will in no way be affected, impaired, or invalidated by such holding, alteration, or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

**11.11. *Governing Law.***

Except to the extent that the Bankruptcy Code or other federal law is applicable, or to the extent a Plan Document provides otherwise, the rights, duties, and obligations arising under this Plan and the Plan Documents shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof.

**11.12. Section 1125(e) of the Bankruptcy Code.**

The Debtors have, and upon confirmation of this Plan shall be deemed to have, solicited acceptances of this Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code, and the Debtors (and their affiliates, agents, directors, officers, employees, advisors, and attorneys) have participated in good faith and in compliance with the applicable provisions of the Bankruptcy Code in the offer, issuance, sale, and purchase of any securities offered and sold under this Plan, and therefore are not, and on account of such offer, issuance, sale, solicitation, and/or purchase will not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan or offer, issuance, sale, or purchase of any securities offered and sold under this Plan.

**11.13. Time.**

In computing any period of time prescribed or allowed by this Plan, unless otherwise set forth herein or determined by the Bankruptcy Court, the provisions of Bankruptcy Rule 9006 shall apply.

**11.14. Notices.**

In order to be effective, all notices, requests, and demands to or upon the Debtors, or the Reorganized Debtors, or the Disbursing Agent, as the case may be, shall be in writing (including by facsimile transmission) and, unless otherwise provided herein, shall be deemed to have been duly given or made only when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows (or to such alternative address as the Reorganized Debtors may subsequently) file with the Bankruptcy Court:

***Debtors or the Reorganized Debtors***

Los Angeles Dodgers LLC  
1000 Elysian Park Avenue  
Los Angeles, California 90012  
Attn: Peter Wilhelm, Chief Financial Officer  
Facsimile: (323) 224-1555

-and-

Dewey & LeBoeuf LLP  
333 South Grand Avenue, Suite 2600  
Los Angeles, California 90071  
Attn: Bruce Bennett, Esq.  
Sidney P. Levinson, Esq.  
Joshua M. Mester, Esq.  
Telephone: (213) 621-6000  
Facsimile: (213) 621-6100



-and-

Young Conaway Stargatt & Taylor, LLP  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Attn: Robert Brady, Esq.  
Pauline K. Morgan, Esq.  
Donald J. Bowman, Jr., Esq.  
Ryan M. Bartley, Esq.  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253

***Disbursing Agent***

Mr. Jeffrey J. Ingram  
9420 Wilshire Blvd  
Beverly Hills, California 90212  
Telephone: (310) 746-4209  
Facsimile: (310) 746-4211

**11.15. *Payment of Statutory Fees.***

All fees payable pursuant to section 1930 of title 28 of the United States Code, due and payable through the Effective Date shall be paid by the Debtors on or in connection with the Effective Date and amounts due thereafter shall be paid by the Reorganized Debtors in the ordinary course until the entry of a final decree closing the Reorganization Cases. Any deadline for filing Administrative Expense Claims shall not apply to fees payable pursuant to section 1930 of title 28 of the United States Code.

**11.16. *Reservation of Rights.***

Except as expressly set forth herein, the Plan shall have no force or effect unless the Bankruptcy Court shall enter the Confirmation Order. None of the filing of the Plan, any statement or provision contained herein, or the taking of any action by the Debtors with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of the Debtors with respect to the holders of Claims or Interests prior to the Effective Date.

Dated: April 13, 2012  
Los Angeles, California

Respectfully submitted,

LOS ANGELES DODGERS LLC, on behalf of  
itself and its affiliated debtors and debtors-in-  
possession

By:           /s/ Jeffrey J. Ingram            
Name: Jeffrey J. Ingram  
Title: Assistant Treasurer

Counsel:

Bruce Bennett  
Sidney P. Levinson  
Joshua M. Mester  
DEWEY & LEBOEUF LLP  
333 South Grand Avenue, Suite 2600  
Los Angeles, California 90071  
Telephone: (213) 621-6000

Robert S. Brady (No. 2847)  
Pauline K. Morgan (No. 3650)  
Donald J. Bowman, Jr. (No. 4383)  
Ryan M. Bartley (No. 4985)  
YOUNG CONAWAY STARGATT &  
TAYLOR, LLP  
Rodney Square  
1000 North King Street  
Wilmington, Delaware 19801  
Telephone: (302) 571-6600

*Co-Counsel for Debtors and Debtors in Possession*