

EXHIBIT B

(Agreement)

November 2, 2011

**Agreement Regarding Sale of the Los Angeles Dodgers Baseball Club
and Stadium or Entities Owning Such Assets (the "Agreement")**

This Agreement reflects a binding settlement endorsed by Judge Joseph Farnan (the "Mediator") and sets forth the terms on which the Office of the Commissioner of Baseball, doing business as Major League Baseball ("MLB"), and Frank H. McCourt ("Mccourt") and the Debtors in Jointly Administered Case No. 11-120 10 (KG) (the "Debtors," and collectively with MLB and McCourt, the "Parties") settle and resolve all disputes and issues between and among the Parties arising prior to the date hereof.

General Provisions:

Mccourt and the Debtors shall sell and hereby irrevocably agree to sell the Los Angeles Dodgers Major League Baseball Club (the "Team") by selling either (a) 100% of the shares in LA Holdco LLC ("Holdco") or (b) all assets owned directly or indirectly by Holdco that relate to the baseball operations of the Los Angeles Dodgers Major League Baseball Club (the "Team"), including without limitation (1) the Team's media rights, and (2) the Stadium and all fee interests currently owned by LA Real Estate LLC.

The fee interests in the parking lots and surrounding land will not be required to be included in any sale. The Team's lease of parking lots owned by Blue Landco LLC around the Stadium will be included (such lease to allow moving and/or decking of parking and other matters reasonably required in connection with development of the land currently used for parking). Notwithstanding the foregoing, the Debtors shall provide due diligence information to any prospective purchaser who requests such information and potential purchasers may submit bids that include the purchase of the parking lots and surrounding land. Any decision to sell or not to sell the parking lots and surrounding land shall be made by McCourt, in his sole and absolute discretion and without regard to any duties or responsibilities he may have to any of the Debtors. Debtors shall disclose that MLB's position is that parking expenses in excess of parking revenue cannot be deducted for revenue sharing purposes.

MLB and the Debtors have agreed to a dispute resolution mechanism to be conducted by the Honorable Joseph J. Farnan, United States District Judge (Retired) to address disputes arising in connection with the sale of the Team and in connection with MLB's evaluation of prospective purchasers as set forth in this Agreement and in the Special Terms Related to the Sale of the Los Angeles Dodgers Baseball Club (the "Special Terms"). Actions to enforce any determinations by the Mediator, which determinations shall be final and not reviewable, shall be brought in the Bankruptcy Court.

Team Sale Procedures:

The sale process shall be run by the Debtors' financial advisor, Blackstone Advisory Partners LLC ("Blackstone"), and managed by the Debtors.

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Confidential Information: Blackstone may provide to any potential purchaser it identifies in its sole discretion, as a potentially qualified bidder, Dodgers and MLB information in a form prepared by Blackstone (subject to the paragraph entitled Offering Document, below); provided, that such potential purchaser executes a confidentiality agreement in the form attached hereto as Exhibit "A" (the "Form CA"). Blackstone shall provide copies of all confidentiality agreements executed by potential purchasers (and a log of confidential information provided to each potential purchaser) to the Mediator. Blackstone and the Debtors shall have no obligation to disclose the identity of any potential purchaser to MLB unless and until Blackstone submits the forms necessary for MLB to commence its process of considering a potential purchaser for approval. Nevertheless, MLB shall be promptly notified of any breach of confidentiality by a potential purchaser.

Offering Document: To the extent that Blackstone prepares an offering document to be distributed to potential purchasers, Blackstone, prior to the distribution of such offering document to any potential purchaser, shall submit a copy of such offering document to MLB for its review and sign-off in conjunction with customary and standard practice regarding any offering documents used in connection with a proposed control interest ownership transaction.

MLB has agreed to other specific procedures regarding the sale of the Team and matters relating to MLB approval of prospective purchasers (including prospective purchasers that are groups), as set forth in the Special Terms. The Special Terms are confidential; however, the Special Terms may be discussed, shown to, and otherwise shared with (but without providing copies to) prospective purchasers of the Team who execute a Form CA.

Sale Terms:

The sale of the Team may be structured as an asset sale or as a sale of the equity in LA Holdco LLC, as reorganized pursuant to a confirmed plan of reorganization under chapter 11 of the United States Bankruptcy Code. The Team, including all media rights owned by the Team may be sold to a single buyer or a group of buyers (the "Buyer"). The interests in the Team and in any entities that exist or may be formed to own regional sports networks ("RSNs") may be divided among the members of the group of buyers as the Buyer shall determine. The decision to enter into a telecast rights agreement shall be in the sole and exclusive discretion of the Buyer.

MLB has agreed to confidential terms governing certain media rights transactions that a Buyer may enter into and which become effective at any time prior to April 2014, including how MLB rules, regulations and practices will be applied to such transactions, as set forth in the Special Terms. The Special Terms may be discussed, shown to, and otherwise shared with (but without providing copies to) prospective purchasers of the Team who execute a Form CA.

The auction shall be completed no later than April 1, 2012, and the sale of the Team as contemplated hereby shall be consummated no later than April 30, 2012.

The consideration for the sale of the Team may also include future or contingent payments as

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agreed upon by the Buyer and the Debtors.

It shall be the goal of MLB and the Debtors to have initial bids submitted on or before January 13, 2012.

Other Provisions:

MLB shall not be involved in any disputes between Fox and the Debtors. The Debtors shall modify the Media Rights Motion to conform to the relief requested in this Agreement, and MLB shall withdraw all pleadings filed in the Debtors' Bankruptcy Cases which support any position taken by Fox in connection with the Media Rights Motion.

Except as set forth herein, the Parties have no agreements regarding Fox.

The Debtors shall take all actions necessary to file and obtain confirmation of chapter 11 plans for the Debtors implementing the transactions contemplated hereby.

MLB shall consent to the elimination of the bond insurance covering indebtedness issued by Dodger Tickets LLC and to any necessary or appropriate amendments to the loan documentation.

All other approvals requested by the Debtors shall be processed in the ordinary course of business.

McCourt and his relatives (and his and their affiliates) shall not participate directly or indirectly prior to or after the sale of the Team in any Buyer, in any media transaction entered into in connection with the sale of the Team, or in any financing provided with respect thereto. McCourt shall not retain directly or indirectly any interest in the assets that comprise the Team.

MLB and the Commissioner, on the one hand, and the Debtors and McCourt (and his children), on the other hand, shall exchange mutual releases on behalf of themselves and their respective affiliates, insiders, shareholders, members, managers, directors, officers employees and advisors.

MLB and the Debtors will cooperate (a) to assure the extension of the Debtors' exclusivity periods and (b) in connection with the filing and confirmation of plans of reorganization consistent with the terms hereof. For greater certainty, MLB shall take all actions necessary to obtain confirmation of chapter 11 plans of reorganization implementing the transactions contemplated hereby.

All disputes concerning the foregoing matters shall be resolved by the Mediator.

The terms and conditions of the Special Terms shall remain strictly confidential except as otherwise provided in this Agreement or the Special Terms.

Violations of this Agreement shall be punishable with contempt of court sanctions.

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This Agreement is agreed to as of the date first above written.

Office of the Commissioner of Baseball,
doing business as Major League Baseball

By: _____
Robert Manfred
Executive Vice President

Frank H. McCourt Jr., for himself individually and on
behalf of each of the Debtors and each of their affiliates
that he directly or indirectly owns or controls

By: _____
Frank H. McCourt Jr.

Joseph J. Farnan Jr.