

CAUSE NO. 153-252201-11

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| RANGERS BASEBALL EXPRESS LLC | § | IN THE DISTRICT COURT OF |
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| Plaintiff, | § | |
| | § | |
| v. | § | TARRANT COUNTY, TEXAS |
| | § | |
| BALLPARK REAL ESTATE, L.P. | § | |
| | § | |
| | § | |
| Defendant. | § | 153RD JUDICIAL DISTRICT |

AGREED TEMPORARY INJUNCTION AND RULE 11 AGREEMENT

Rangers Baseball Express LLC ("Rangers Baseball Express"), Plaintiff in the above-styled and numbered cause, and Ballpark Real Estate, L.P. ("BRE"), hereby agree to the entry of the following as an Agreed Temporary Injunction and Rule 11 Agreement in accordance with the terms of this Order.

Rangers Baseball Express previously filed a verified Application for Temporary Restraining Order and Temporary Injunction (the "Application") and in connection with that Application presented a request for a Temporary Restraining Order involving Defendant Ballpark Real Estate L.P. ("BRE") and BRE's owned and purportedly leased parking lots surrounding Rangers Ballpark in Arlington (the "Ballpark"), specifically parking lots A, B, C, D, E, F, G, H, J, K, L, M, and N adjacent to the Ballpark ("Lots A-N"), and related land and amenities used for the benefit of the Texas Rangers and BRE (collectively, the "BRE Property").

Following a hearing on April 14, 2011 the Court granted a Temporary Restraining Order effective until the scheduled April 28, 2011 hearing on a proposed temporary injunction. In the interim, the parties have continued to negotiate with respect to the relief requested by Plaintiff. As a result of such discussions, the parties have reached agreement, reserving all of their rights, on an Agreed Temporary Injunction covering operation of the BRE Property during the 2011 baseball season, pending claims by both parties for damages at trial. The relief granted herein is effective until the conclusion of the last Rangers baseball game, including any Rangers playoff games, played at the Ballpark in 2011 (the "Agreed Injunction Period"), or until further Order of this Court.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that BRE and other persons in active concert or participation with it who receive actual notice of this order by personal service or otherwise, are hereby commanded forthwith from the date of entry of this Order until and through the Agreed Injunction Period, or until further Order of this Court, not to interfere with Rangers Baseball Express's operation of the parking on the BRE Property during the Agreed Injunction Period, nor with fans or other ballpark patrons' ingress and egress into or out of the BRE Property, for purposes of parking at a Texas Rangers baseball game or other events sponsored by the Texas Rangers during the Agreed Injunction Period.

Rangers Baseball Express and BRE hereby stipulate and agree as follows, without waiver of either party's position that different contractual and economic arrangements should govern the parties' relationship and that claims or counterclaims may be asserted at trial relating to amounts owed between them for the Agreed Injunction Period:

1. Rangers Baseball Express and BRE shall have the right to utilize the BRE Property during the Agreed Injunction Period in the same manner and upon the same terms as were in effect in 2010 pursuant to the LUA.

2. Rangers Baseball Express shall be authorized to operate the BRE Property for parking for Texas Rangers baseball games and daytime uses (other than Non-Ranger Events) on its own behalf during the Agreed Injunction Period.
3. Rangers Baseball Express shall be authorized to operate parking on the BRE Property for Non-Rangers Events on behalf of BRE during the Agreed Injunction Period in the same manner and upon the same terms as were in effect in 2010 pursuant to the LUA.
4. Rangers Baseball Express shall continue to operate, manage and maintain the BRE Property in the manner contemplated under the LUA during the Agreed Injunction Period.
5. Rangers Baseball Express shall be responsible for payment of costs associated with the BRE Property (including, taxes, insurance and maintenance) that accrue during the Agreed Injunction Period, in the same manner and upon the same terms as were in effect in 2010 pursuant to the LUA.
6. Revenues from parking operations on and use of the BRE Property shall continue to be allocated during the Agreed Injunction Period between Rangers Baseball Express and BRE in the same manner and upon the same terms as such revenues were allocated in 2010 under Sections 5.1 and 5.2 of the LUA.
7. Notwithstanding any contrary provision herein, BRE shall be authorized during the Agreed Injunction Period to remove one or more of Lots F, G or H from the operation and effect of this Agreed Temporary Injunction and the use arrangement created hereby, upon delivery of fifteen days written notice to Rangers Baseball Express, as long as at least 9,000 parking spaces on the BRE Property remain available for parking for Texas Rangers baseball games at all times during the 2011 baseball season.

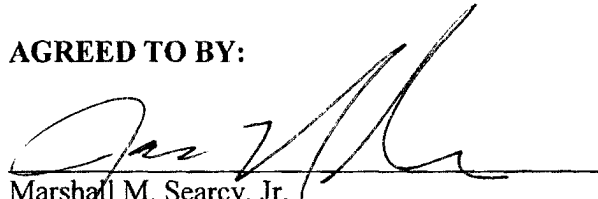
All claims and counterclaims for damages are expressly preserved by the parties and are not waived, including damages relating to Rangers Baseball Express' use of the BRE Property during the Agreed Injunction Period. Nothing contained herein is intended to revive the LUA or intended to grant Rangers Baseball Express the right to utilize, operate or lease the BRE Property after the 2011 baseball season. Both parties reserve their rights regarding BRE's purported termination of the LUA and the amounts ultimately owed or damages claimed by the parties.

This Order shall not be effective unless and until Rangers Baseball Express executes and files with the Clerk of the Court a bond, in conformity with the law, in the amount of \$2500. The foregoing bond requirement will be deemed fulfilled if Rangers Baseball Express maintains the bond that it executed and filed in connection with its application for temporary restraining order.

SIGNED this ____ day of April, 2011, at _____ o'clock, ____m.

Presiding Judge

AGREED TO BY:



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