EXHIBIT A

Form of Purchase Agreement

The attached document represents the redacted form of the Purchase Agreement negotiated by the Debtors and the Purchaser. The Debtors expressly reserve the right to alter, modify, amend, remove, augment, or supplement the following document at any time in accordance with the Plan and the Purchase Agreement.

Execution Copy

LLC INTEREST PURCHASE AGREEMENT

between:

LA HOLDCO LLC,
a Delaware limited liability company;

and

GUGGENHEIM BASEBALL MANAGEMENT, L.P.,

a Delaware limited partnership

Dated as of March 27, 2012

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LLC INTEREST PURCHASE AGREEMENT

THIS LLC INTEREST PURCHASE AGREEMENT is made and entered into as of March 27, 2012, by and between LA Holdco LLC**,** a Delaware limited liability company (the "Company"), and Guggenheim Baseball Management, L.P., a Delaware limited partnership ("Purchaser") (the Company and Purchaser being sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties"). Certain other capitalized terms used in this Agreement are defined in Exhibit A.

RECITALS

A. The Company (i) is, through its Subsidiaries, engaged in the operation of a professional baseball team known as the "Los Angeles Dodgers" (the "Club") which plays home games in Los Angeles, California at Dodger Stadium and (ii) is a party to the MLB Constitution as an MLB Club. The operations of the Company and its Subsidiaries include owning and managing certain media rights and owning and operating Dodger Stadium.

B. LA Partners LLC, a Delaware limited liability company (the "Sole Member"), owns 100% of the outstanding limited liability company interests in the Company (the "Existing Interests").

C. The Company and the Subsidiary Debtors filed voluntary petitions for relief under the Bankruptcy Code with the Bankruptcy Court on June 27, 2011, commencing jointly administered Case No. 11-12010 entitled *In re Los Angeles Dodgers LLC, et al*., and filed the Plan of Reorganization with the Bankruptcy Court on January 20, 2012 [Docket No. 13231].

D. The Company, the Subsidiary Debtors, Frank H. McCourt and MLB entered into the MLB Settlement Agreement, which resolved certain disputes between them and was approved by the Bankruptcy Court on January 11, 2012.

E. The Company, the Subsidiary Debtors and Fox Sports Net West 2 LLC entered into a settlement agreement that resolved certain disputes between them and was approved by the Bankruptcy Court on January 11, 2012 (the "Fox Settlement Agreement").

F. The Company, the Subsidiary Debtors, and Jeffrey Ingram (the "Disbursing Agent") have entered into a disbursing agent agreement, dated as of the date of this Agreement, a copy of which is attached as Exhibit B (the "Disbursing Agent Agreement").

G. The Company, Purchaser and Bank of America, N.A. (the "Deposit Escrow Agent") have entered into a deposit escrow agreement, dated as of the date of this Agreement, a copy of which is attached as Exhibit C (the "Deposit Escrow Agreement").

H. The Sole Member, the Company and Purchaser have executed a limited joinder agreement, dated as of the date of this Agreement, a copy of which is attached as Exhibit D (the "Joinder Agreement"), pursuant to which the Sole Member is agreeing to be bound by certain

specified provisions of this Agreement and the parties thereto are agreeing that the Sole Member is a third party beneficiary of this Agreement.

I. At the Closing, following the satisfaction or waiver of the conditions set forth in Section 7, the Existing Interests will be canceled and the Company will issue new limited liability company interests (the "New Interests") to Purchaser. Immediately after the Closing, the New Interests will constitute all of the issued and outstanding equity interests in the Company.

J. Upon the terms and subject to the conditions set forth in this Agreement, Purchaser desires to purchase the New Interests from the Company, and the Company desires to issue and sell the New Interests to Purchaser.

AGREEMENT

1. DESCRIPTION OF TRANSACTION

1.1 Purchase and Sale of the New Interests. At the Closing, upon the terms and subject to the conditions set forth in this Agreement, Purchaser will purchase the New Interests from the Company, and the Company will issue and sell the New Interests to Purchaser for the consideration described in this Agreement.

1.2 Purchase Price

(a) As consideration for the New Interests, Purchaser will cause to be paid to the Disbursing Agent, at the time and in the manner set forth in Section 1.3, an amount in cash (the "Closing Payment Amount") equal to (i) $1,587,798,000, minus (ii) the Excess Covered Claim Amount.

(b) On the date of this Agreement, in accordance with the Deposit Escrow Agreement, Purchaser will pay to the Deposit Escrow Agent $158,779,800 in cash (such amount plus the amount of any interest earned thereon, the "Deposit Amount") by wire transfer of immediately available funds to the account designated therefor in the Deposit Escrow Agreement.

(c) In accordance with the Deposit Escrow Agreement, the Deposit Amount will either:

(i) be released and paid to the Disbursing Agent at the Closing in partial payment of the Closing Payment Amount; or

(ii) be released and paid to the Company, or released and returned to Purchaser, as the case may be, upon termination of this Agreement as provided in Section 8.2(d).

1.3 Closing

(a) The consummation of the purchase and sale of the New Interests and the other Contemplated Transactions that are to be consummated contemporaneously therewith (the

"Closing") will take place at the offices of Dewey & LeBoeuf LLP, 333 South Grand Avenue, Suite 2600, Los Angeles, California, 90071, at 10:00 a.m. Pacific time on April 30, 2012 (unless otherwise agreed to by the Parties) if the Closing Conditions Satisfaction Date occurs prior to April 30, 2012; provided, however, that the Company may, in its sole discretion at any time prior to the Closing, seek from and propose to MLB, the Bankruptcy Court or the Arbitrator an extension of the date designated for the Closing to a date in May 2012, and if the extended date so proposed by the Company is satisfactory to and approved by MLB, the Bankruptcy Court or the Arbitrator, then such extended date will be deemed to replace the references to April 30, 2012 in this sentence. The date on which the Closing actually takes place is referred to in this Agreement as the "Closing Date."

(b) At the Closing:

(i) the Company will cause to be delivered to Purchaser an executed certificate representing the New Interests;

(ii) the Company will cause its Affiliate, Blue Landco LLC, to execute and deliver to the Company the CCR;

(iii) Purchaser and the Company will cause the Deposit Amount to be released and paid to the Disbursing Agent in accordance with the Deposit Escrow Agreement (for further distribution by the Disbursing Agent in accordance with the Plan of Reorganization and the Disbursing Agent Agreement);

(iv) Purchaser will cause to be paid to the Disbursing Agent (for further distribution by the Disbursing Agent in accordance with the Plan of Reorganization and the Disbursing Agent Agreement) an amount equal to (A) the Closing Payment Amount *minus* (B) the Deposit Amount *minus* (C) the Closing Escrow Amount, by wire transfer of immediately available funds to one or more accounts designated in writing by the Disbursing Agent;

(v) (A) Purchaser will cause to be paid to the Closing Escrow Agent the Closing Escrow Amount by wire transfer of immediately available funds to the Closing Escrow Account, (B) the Company will cause to be delivered to Purchaser the Closing Escrow Agreement duly executed by the Sole Member and the Closing Escrow Agent, and (C) Purchaser will cause to be delivered to the Company the Closing Escrow Agreement duly executed by Purchaser;

(vi) if MLB has delivered a written notice to the Parties prior to the Closing specifying the aggregate dollar amount of all Purchaser-Related MLB Incurred Expenses and providing a breakdown of such expenses, then Purchaser will cause to be paid to the Office of the Commissioner an amount in cash equal to such aggregate dollar amount;

(vii) the Company will cause to be executed and delivered to Purchaser the certificate set forth in Section 7.2(a) to be executed by the Company;

(viii) Purchaser will cause to be executed and delivered to the Company and the Sole Member the certificate set forth in Section 7.3(a) to be executed by Purchaser; and

(ix) the Company will cause to be delivered to Purchaser a certificate dated as of the Closing Date and signed by the Company setting forth (A) the Excess Covered Claim Amount and (B) a breakdown, in reasonable detail, of the aggregate amount of all Covered Claims as of the Closing.

All payments and other actions under this Section 1.3, and all documents to be executed and delivered by the Parties pursuant to this Section 1.3, will be deemed to have been made, taken, executed and delivered simultaneously.

1.4 Major Breach Notice

(a) At any time following the Closing within 120 days after the Closing Date, Purchaser may deliver a written notice to the Sole Member (a "Major Breach Notice") setting forth Purchaser's reasonable, good faith assertion that the Company or the Sole Member has committed a Major Breach (as defined in Section 1.4(b)), and specifying the Refund Amount (as defined in Section 1.4(d)) that Purchaser claims to be payable to Purchaser as a result of such Major Breach. Purchaser (i) will specify in reasonable detail in the Major Breach Notice all facts and circumstances supporting its assertion that the Company or the Sole Member has committed a Major Breach and its supporting calculation of the Refund Amount, and (ii) will provide, with the Major Breach Notice, all available back-up documentation supporting such assertion and such calculation.

(b) For purposes of this Agreement, the Company or the Sole Member will be deemed to have committed a "Major Breach" if and only if:

(i) (A) in the case of a representation or warranty in Section 2 that speaks specifically as of the date of this Agreement or another specified date prior to the Closing Date, the Company has committed a material breach of such representation or warranty as of such specified date, (B) in the case of any other representation or warranty in Section 2, the Company has committed a material breach of such representation or warranty as of the Closing Date, (C) the Company has committed a material breach of one or more of the covenants in this Agreement to be performed by the Company on or before the Closing Date, or (D) the Sole Member has committed a material breach of one or more of the covenants in this Agreement by which the Sole Member is bound pursuant to the Joinder Agreement; and

(ii) there has occurred, and there continues to exist, a material adverse change in the Company Business as a direct result of such material breach (determined after taking into account (x) any cure or partial cure of such breach that is effected after the date of this Agreement and (y) any change since the date of this Agreement in the circumstances underlying such breach).

(c) If Purchaser delivers a Major Breach Notice in accordance with Section 1.4(a), Purchaser and the Sole Member will attempt in good faith to resolve (i) all disputed matters relating to the question of whether the Company or the Sole Member has committed a Major Breach and (ii) all disputed matters relating to the amount of any Refund Payment that may be required to be made in accordance with Section 1.5 (the disputed matters referred to in

clauses "(i)" and "(ii)" of this sentence being referred to in this Agreement collectively as the "Disputed Matters"). Purchaser and the Sole Member will attempt in good faith to resolve the unresolved Disputed Matters during the 30-day period commencing with the delivery of the Major Breach Notice (the "Dispute Period"). If, after the expiration of the Dispute Period, any Disputed Matter has not been resolved in a manner satisfactory to Purchaser and the Sole Member, Purchaser and the Sole Member will submit such Disputed Matter and any other unresolved Disputed Matters to final and binding arbitration in accordance with Section 9.12 (it being understood and agreed that no Disputed Matter will be submitted to the Arbitrator until after the Final Net Capital Statement has been finally agreed or determined in accordance with Section 1.6). The Arbitrator may consider only those Disputed Matters that Purchaser and the Sole Member have been unable to resolve before the expiration of the Dispute Period, and must resolve such Disputed Matters in accordance with the arbitration rules and procedures set forth in Section 9.12 as supplemented by this Section 1.4. If there are any conflicts between (i) the arbitration rules and procedures set forth in Section 9.12 and (ii) the supplemental rules and procedures set forth in this Section 1.4, the supplemental rules and procedures set forth in this Section 1.4 will prevail.

(d) Any arbitration with respect to the unresolved Disputed Matters will be subject to the following rules and procedures in addition to those set forth in Section 9.12.

(i) The Arbitrator will determine, with respect to the Disputed Matters submitted to him, only:

(x) whether the Company or the Sole Member has committed a Major Breach; and

(y) if the Arbitrator determines that the Company or the Sole Member has committed a Major Breach, the amount of any Purchaser Loss Amount and any resulting Refund Amount, determined in accordance with the definitions set forth below.

A. "Purchaser Loss Amount" means the dollar amount of any net loss actually incurred by Purchaser as a direct result of a breach constituting a Major Breach, with the dollar amount of such net loss determined after taking into account any cure or partial cure of such breach effected after the date of this Agreement and any change since the date of this Agreement in the circumstances underlying such breach and with such dollar amount reduced: (1) to the extent such net loss has been caused, contributed to or exacerbated by any act or omission of Purchaser or any of its Affiliates or by any breach by Purchaser of any representation, warranty or covenant in the Transaction Documents; (2) by the amount of any insurance proceeds, Tax benefit or other payment or benefit that is or may become payable to, receivable by or recoverable by the Company, the Company Subsidiaries, Camelback LLC, Purchaser or any of their respective Affiliates in respect of or in connection with such net loss; and (3) to the extent any portion of such net loss has been reflected in or taken into account in preparing the Final Net Capital Statement.

B. "Refund Amount" means the Purchaser Loss Amount as finally determined by the Arbitrator; provided, however, that (i) if the Purchaser Loss Amount is

less than 1% of the Closing Payment Amount, then the Refund Amount will be $0 and Purchaser will not be entitled to any payment under Section 1.5 and (ii) if the Purchaser Loss Amount is greater than the amount remaining in the Closing Escrow Account, then the Refund Amount will be the amount remaining in the Closing Escrow Account.

(e) Notwithstanding anything to the contrary in this Agreement, the Sole Member's total, cumulative liability for all Refund Amounts will not exceed $50,000,000 in the aggregate.

(f) Each of Purchaser and the Sole Member will bear and pay its own legal fees and costs in connection with any arbitration to resolve Disputed Matters, except that if the Arbitrator determines that (i) the Company has not committed a Major Breach, or (ii) the Refund Amount is $0, then all such fees and costs will be borne entirely by Purchaser.

1.5 Refund Amount Relating to the Major Breach Notice

(a) If the Arbitrator issues an Award requiring the payment by the Sole Member of a Refund Amount greater than $0 in connection with the resolution of the unresolved Disputed Matters in accordance with Section 1.4, then, within 30 days after receiving the Arbitrator's Award relating to such Disputed Matters, the Sole Member will pay to Purchaser, without interest, an amount in cash equal to the Refund Amount as set forth in such Award.

(b) The Arbitrator's Award regarding the resolution of the Disputed Matters will be final, non-appealable and binding. Purchaser acknowledges and agrees that the right to receive a Refund Amount (if any) from the Closing Escrow Account as set forth in this Section 1.5 will be its sole and exclusive remedy for any and all claims it may have against the Company, the Sole Member or any of their respective Affiliates in connection with any Disputed Matter or any breach of any representation, warranty, certificate or covenant of the Company or the Sole Member, except for cases of intentional fraud committed by the Company or the Sole Member with respect to the representations and warranties in Section 2.

(c) To the extent that a Refund Amount is paid or payable in accordance with this Section 1.5, the Sole Member will be entitled to exercise, and will be subrogated to, any rights and remedies (including rights of indemnity, rights of contribution and other rights of recovery) that Purchaser, any of its Affiliates (including, the Company, the Company Subsidiaries and Camelback LLC), or any Representative of Purchaser or any of its Affiliates, may have against any other Person with respect to or in connection with the Purchaser Loss Amount or any loss or other circumstance relating to the Purchaser Loss Amount or taken into account in the determination of the Purchaser Loss Amount; provided, however, that in no event may the Sole Member make any subrogration claim pursuant to this Section 1.5(c) against Purchaser, the Company, any Company Subsidiary or Camelback LLC for any Refund Amount. Purchaser will cause to be taken such actions as the Sole Member may request for the purpose of enabling the Sole Member to perfect or exercise the Sole Member's right of subrogation under this Section 1.5(c).

(d) On the Closing Date, Purchaser shall pay to a financial institution to be mutually agreed upon, as agent to Purchaser and the Sole Member (the "Closing Escrow Agent"), in immediately available funds, to the account designated by the Closing Escrow Agent (the "Closing Escrow Account"), an amount equal to $50,000,000 (the "Closing Escrow Amount"), in accordance with the terms of this Agreement and an escrow agreement, which will be executed at the Closing, by and between Purchaser, the Sole Member and the Closing Escrow Agent (the "Closing Escrow Agreement"). At Purchaser's election, any payment the Sole Member is obligated to make to Purchaser pursuant to this Section 1.5 or Section 1.7 or Section 1.9 may be paid from the funds in the Closing Escrow Account, by release of funds to Purchaser from the Closing Escrow Account by the Closing Escrow Agent pursuant to the terms and conditions of the Closing Escrow Agreement and will accordingly reduce the amount in the Closing Escrow Account. As will be more fully set forth in the Closing Escrow Agreement, on the date that is 120 days after the Closing Date the Closing Escrow Agent shall release to the Disbursing Agent, in accordance with the terms of the Disbursing Agent Agreement, all amounts then in the Closing Escrow Account other than the aggregate amount retained by the Closing Escrow Agent for claims made by Purchaser pursuant to this Section 1.5, Section 1.7 or Section 1.9 that are unresolved as of such time. The amount in the Closing Escrow Account retained for unresolved claims will be released to the Disbursing Agent by the Closing Escrow Agent (to the extent not utilized to pay Purchaser for any such claims resolved in favor of Purchaser) upon their resolution in accordance with this Section 1.5 or Section 1.7 or Section 1.9 and the Closing Escrow Agreement to the Disbursing Agent, which will be paid by wire transfer of immediately available funds into an account designated by the Disbursing Agent. Simultaneously with the release of any funds from the Closing Escrow Account to the Disbursing Agent, Purchaser shall pay to the Disbursing Agent, in cash, an amount equal to the product of (i) the aggregate dollar amount of the funds so released multiplied by [redacted].

1.6 Net Capital Statement

(a) Within 75 days after the Closing Date (or such longer period as may be requested by the Sole Member if Purchaser breaches any of its covenants in this Section 1.6), the Sole Member will prepare and deliver to Purchaser a statement (the "Sole Member's Net Capital Statement") in the form attached as Exhibit F setting forth the dollar amounts, determined (unless otherwise specified in this Section 1.6 or Section 1.8) as of the point in time immediately prior to the Closing, of all line items identified therein, including the following line items: (i) each line item identified in the definition of the Included Assets Amount; (ii) the Included Assets Amount; (iii) each line item identified in the definition of the Included Liabilities Amount; (iv) the Included Liabilities Amount; and (v) the Net Capital Amount. Following the Closing and until final resolution of all matters in dispute under this Section 1.6, Purchaser will, and will cause its Affiliates (including the Company and the Company Subsidiaries) and the respective Representatives of Purchaser and its Affiliates to, assist the Sole Member to the extent requested by the Sole Member in the preparation of the Sole Member's Net Capital Statement and to provide the Sole Member and the Sole Member's Representatives (at Purchaser's expense) with (x) any information relating to the Company, the Company Subsidiaries, Camelback LLC and the Company Business as the Sole Member may reasonably request from time to time and (y)

reasonable access during normal business hours to such personnel (including Purchaser's Representatives and the Company's Representatives), properties, books and records and work papers of or relating to the Company, the Company Subsidiaries, Camelback LLC and the Company Business.

(b) If Purchaser determines in good faith that any of the dollar amounts set forth in the line items in the Sole Member's Net Capital Statement are incorrect, then Purchaser will, within 30 days after receiving the Sole Member's Net Capital Statement, deliver to the Sole Member a written notice (a "Correction Notice") describing in reasonable detail all necessary corrections to the Sole Member's Net Capital Statement, accompanied by a statement prepared in the form attached as Exhibit F reflecting the dollar amounts proposed by Purchaser for all line items identified therein ("Purchaser's Net Capital Statement"); provided, however, that: (i) Purchaser will not be permitted to challenge, correct or change, and Purchaser's Net Capital Statement will not be permitted to reflect any omission of or correction or change to, any line item in the Sole Member's Net Capital Statement unless (A) the correction is based on a mathematical error or a failure to calculate such line item amount in accordance with Exhibit F or the Specified Accounting Principles and (B) Purchaser has determined in good faith that the dollar amount of the necessary correction exceeds $100,000; and (ii) Purchaser will not be permitted to challenge, correct or change the inclusion or calculation of, and Purchaser's Net Capital Statement will not be permitted to reflect any omission of or correction or change to, the Estimated MLB League Revenues Receivable Amount, the Estimated Revenue Sharing Liability Amount, or the Estimated Pension Fund Liability Amount (it being understood that any difference between the Estimated MLB League Revenues Receivable Amount and the Final MLB League Revenues Receivable Amount, or between the Estimated Pension Fund Liability Amount and the Final Pension Fund Liability Amount, will result in a payment pursuant to Section 1.9).

(c) The Sole Member's Net Capital Statement will become the "Final Net Capital Statement" on the 30th day following Purchaser's receipt thereof unless prior to such date, Purchaser has delivered to the Sole Member a Correction Notice accompanied by Purchaser's Net Capital Statement in accordance with Section 1.6(b).

(d) If, within 30 days after Purchaser receives the Sole Member's Net Capital Statement, Purchaser delivers a Correction Notice, accompanied by Purchaser's Net Capital Statement, to the Sole Member in accordance with Section 1.6(b), then the Sole Member and Purchaser will, during the 30-day period following the Sole Member's receipt of such Correction Notice and accompanying Purchaser's Net Capital Statement (such 30-day period, the "Resolution Period"), attempt in good faith to resolve any differences between the line item amounts in the Sole Member's Net Capital Statement and the corresponding line item amounts in the Purchaser's Net Capital Statement (each line item amount where there is such a difference, a "Disputed Line Item"). If Purchaser and the Sole Member resolve their disagreements as to all Disputed Line Items by agreement, the statement (in the form attached as Exhibit F) appended to such agreement will be the "Final Net Capital Statement."

(e) If, after the expiration of the Resolution Period, the disagreement as to any Disputed Line Item is not resolved in a manner satisfactory to the Sole Member and

Purchaser, then the Sole Member and Purchaser will submit all their unresolved disagreements with respect to Disputed Line Items to final and binding arbitration in accordance with Section 9.12. Purchaser agrees to make available to the Arbitrator such personnel, information, books and records of Purchaser and its Affiliates (including the Company and the Company Subsidiaries) as may be required by the Arbitrator to enable him to determine his Award. The Arbitrator may consider only those specific Disputed Line Items as to which the Sole Member and Purchaser have been unable to resolve their disagreements before the expiration of the Resolution Period, and must resolve all such disagreements in accordance with the arbitration rules and procedures set forth in Section 9.12 as supplemented by this Section 1.6. The Arbitrator's Award regarding the resolution of the disagreement with respect to each Disputed Line Item will be final, non-appealable and binding and the amount of each Disputed Line Item determined by the Arbitrator will be reflected in a "Final Net Capital Statement," which will be attached to such Award. If there are any conflicts between (i) the arbitration rules and procedures set forth in Section 9.12 and (ii) the supplemental rules and procedures set forth in this Section 1.6, the supplemental rules and procedures set forth in this Section 1.6 will prevail.

(f) Any arbitration with respect to Disputed Line Items will be subject to the following rules and procedures in addition to those set forth in Section 9.12.

(i) The determination of the Arbitrator with respect to a Disputed Line Item will be neither more favorable to the Sole Member than the corresponding line item reflected in the Sole Member's Net Capital Statement nor more favorable to Purchaser than the corresponding line item reflected in Purchaser's Net Capital Statement.

(ii) Each of the Sole Member and Purchaser will bear and pay its own fees and expenses incurred by it in connection with the resolution of the disagreements as to the Disputed Line Items, unless the Arbitrator determines otherwise.

1.7 Net Capital Related Post-Closing Payment. Within 10 Business Days after the earliest to occur of (i) the Sole Member's Net Capital Statement becoming the Final Net Capital Statement in accordance with Section 1.6(c), (ii) the Parties reaching agreement on all Disputed Line Items in accordance with Section 1.6(d), and (iii) the Arbitrator delivering an Award resolving all unresolved disagreements as to Disputed Line Items in accordance with Section 1.6(e):

(a) if the Net Capital Amount reflected in the Final Net Capital Statement is greater than $0, then Purchaser will pay to the Sole Member in cash, without interest, the Net Capital Amount; provided, however, that no payment will be due from Purchaser to the Sole Member pursuant to this Section 1.7 if the Net Capital Amount is less than $1,000,000; and

(b) if the Net Capital Amount reflected in the Final Net Capital Statement is less than $0 (*i.e.*, the Net Capital Amount is a negative number), then the Sole Member will pay to Purchaser in cash, without interest, the absolute value of the Net Capital Amount (*i.e.*, the amount by which the Included Liabilities Amount exceeds the Included Assets Amount); provided, however, that no payment will be due from the Sole Member to Purchaser pursuant to this Section 1.7 if such absolute value is less than $1,000,000.

1.8 Certain Definitions

For purposes of Section 1.6, Section 1.7, this Section 1.8 and Section 1.9, the following definitions will apply with all amounts being determined as of the Closing, unless otherwise expressly indicated in this Agreement:

(a) Club Trust Facility Obligation Amount. "Club Trust Facility Obligation Amount" means the aggregate dollar amount of the Club's obligations for principal (but not interest) under the MLB Trust Credit Agreement as determined under the Specified Accounting Principles.

(b) Estimated MLB League Revenues Receivable Amount. "Estimated MLB League Revenues Receivable Amount" means [redacted]

(c) Estimated Pension Fund Liability Amount. "Estimated Pension Fund Liability Amount" means [redacted].

(d) Estimated Revenue Sharing Liability Amount. "Estimated Revenue Sharing Liability Amount" means [redacted].

(e) Excluded Liabilities Amount. "Excluded Liabilities Amount" means the sum of the following amounts: (i) the aggregate dollar amount of all Professional Fee Claims; (ii) the aggregate dollar amount of all of the Company's outstanding obligations (including both principal and interest) under the MLB DIP Facility; (iii) the aggregate dollar amount of all accrued and unpaid liabilities of the Company and its Subsidiaries due and owing as of June 27, 2011; (iv) the Club Trust Facility Obligation Amount; and (v) the Tickets Facility Obligation Amount; in the case of each of the amounts reflected in clauses "(i)" through "(v)" of this sentence as determined under the Specified Accounting Principles. For the avoidance of doubt, all of the liabilities reflected in clauses "(i)" and "(ii)" will be paid and satisfied out of the Closing Payment Amount proceeds.

(f) Final MLB League Revenues Receivable Amount. "Final MLB League Revenues Receivable Amount" means the aggregate dollar amount of the portion of the MLB League Revenues to be distributed to the Club (i) for the year 2012 that is attributable to the period of time preceding the Closing Date and (ii) for all years prior to 2012, which will be calculated in accordance with Section 1.9(b).

(g) Final Pension Fund Liability Amount. "Final Pension Fund Liability Amount" means the aggregate dollar amount of the Club's unpaid obligations under the Major League Baseball Plan for Non-Uniformed Personnel that is attributable to the period of time prior to the Closing Date, which will be calculated in accordance with Section 1.9(c).

(h) Included Assets Amount. "Included Assets Amount" means the aggregate dollar amount of all assets properly characterized as assets of the Company and its consolidated Subsidiaries (other than Camelback LLC) under the Specified Accounting Principles, including the Estimated MLB League Revenues Receivable Amount but excluding (i)

net property and equipment, (ii) player acquisition costs, (iii) net intangible assets, (iv) franchise intangibles, (v) equity interests in other entities, (vi) capitalized debt issuance costs, and (vii) any other assets characterized as Class VI or Class VII under Treasury Regulations, Subchapter A, Section 1.338-6 under the Code.

(i) Included Liabilities Amount. "Included Liabilities Amount" means the aggregate dollar amount of all liabilities properly characterized as liabilities of the Company and its consolidated Subsidiaries under the Specified Accounting Principles, including the Estimated Revenue Sharing Liability Amount and the Estimated Pension Fund Liability Amount but excluding the Excluded Liabilities Amount.

(j) MLBAM Funds. "MLBAM Funds" means the funds (primarily consisting of revenue from the operation of the official MLB Internet site and the official Internet sites for each of the 30 Clubs) received and disbursed to the MLB Clubs by the Major League Central Fund.

(k) MLB Central Funds. "MLB Central Funds" means the funds (primarily consisting of national telecasting and broadcasting revenue) received and disbursed to the MLB Clubs by the Major League Central Fund, which is administered by the Office of the Commissioner.

(l) MLB DIP Facility. "MLB DIP Facility" means the $150,000,000 Debtor-In-Possession Credit Agreement (as it may be amended, restated, supplemented or otherwise modified from time to time, including all documents related thereto), dated August 8, 2011, between the Company as borrower, the other Subsidiary Debtors as guarantors, and Baseball Finance LLC.

(m) MLB League Revenues. "MLB League Revenues" means the MLB national revenues that are shared with the MLB Clubs, which consist of (i) the MLB Central Funds, (ii) the MLB Properties Funds, (iii) the MLB Network Funds, and (iv) the MLBAM Funds.

(n) MLB Network Funds. "MLB Network Funds" means the funds (primarily consisting of revenue from a national cable television network that features live MLB games, highlight shows, event programming and classic games) received and disbursed to the MLB Clubs by The MLB Network, LLC and its wholly owned subsidiary, The MLB Network, Inc.

(o) MLB Properties Funds. "MLB Properties Funds" means the funds (primarily consisting of revenue from the licensing of trademarks, copyrighted materials, and other intellectual property to textile and apparel, video game, trading card, publishing and video production businesses) received and disbursed to the MLB Clubs by Major League Baseball Properties, Inc. and its subsidiaries pursuant to the Amended and Restated Agency Agreement by and among Major League Baseball Properties, Inc., the various MLB Clubs and the Office of the Commissioner.

(p) **MLB Trust Credit Agreement.** "MLB Trust Credit Agreement" means the Fifth Amended and Restated Club Trust Credit Agreement, dated as of September 12, 2011, between Major League Baseball Trust, Bank of America, N.A., and the Club Trusts from time to time party thereto.

(q) **Net Capital Amount.** "Net Capital Amount" (which may be a negative number) means the Included Assets Amount *minus* the Included Liabilities Amount.

(r) **[intentionally omitted]**

(s) **Professional Fee Claims.** "Professional Fee Claims" has the meaning set forth in the Plan of Reorganization.

(t) **Specified Accounting Principles.** "Specified Accounting Principles" means GAAP applied on a basis consistent with the basis on which the Financial Statements have been historically prepared.

(u) **Tickets Facility Credit Agreement.** "Tickets Facility Credit Agreement" means the Indenture and Security Agreement dated as of May 11, 2005 (as supplemented by the First Supplemental Indenture and Amendment dated as of November 15, 2007, and as further supplemented, amended or otherwise modified) between Dodger Tickets LLC and U.S. Bank National Association, as trustee.

(v) **Tickets Facility Obligation Amount.** "Tickets Facility Obligation Amount" means the aggregate dollar amount of Dodger Tickets LLC's obligations for principal (but not interest) under the Tickets Facility Credit Agreement.

(w) **2012 MLB Fiscal Year.** "2012 MLB Fiscal Year" means the MLB fiscal year (as determined by MLB) that includes the Closing Date.

1.9 MLB-Related Post-Closing Payments

(a) After the Closing, within five Business Days after the Club, Purchaser or any Affiliate of Purchaser receives any official MLB notice letter or other official MLB documentation [redacted] relating to (i) amounts payable to Purchaser, any Affiliate of Purchaser or the Club from the MLB League Revenues for the year 2012 or prior years (an "MLB League Revenues Notice") or (ii) the amount of the Club's unpaid obligations under the Major League Baseball Plan for Non-Uniformed Personnel for the year 2012 or prior years (an "MLB Pension Fund Liability Notice"), Purchaser will deliver an accurate and complete copy of such notice letter or other documentation to the Sole Member.

(b) After the Closing, when the Sole Member has received one or more MLB League Revenues Notices sufficient for the Sole Member to calculate the Final MLB League Revenues Receivable Amount as set forth below (which is expected to be in the first three months of 2013), the Sole Member will, without undue delay, provide written notice to Purchaser of the Final MLB League Revenues Receivable Amount (the "Final MLB League

Revenues Receivable Amount Notice"). The Final MLB League Revenues Receivable Amount will be calculated as the sum of the Final MLB Central Funds Receivable Amount *plus* the Final MLB Properties Receivable Amount *plus* the Final MLB Network Receivable Amount *plus* the Final MLBAM Receivable Amount, each of which will be calculated as follows:

(i) The "Final MLB Central Funds Receivable Amount" will be equal to the sum of (A) the portion of the MLB Central Funds earned by the Club for the year 2012, according to the applicable MLB League Revenues Notice, multiplied by a fraction the numerator of which is the number of days in the official 2012 MLB season (as determined by MLB) before or on the Closing Date and the denominator of which is 183, plus (B) the portion of the MLB Central Funds remaining to be distributed to the Club for all years prior to 2012 as of December 31, 2011 (which is [redacted]), plus (C) any additional portion of the MLB Central Funds earned by the Club for years prior to 2012 according to MLB League Revenues Notices received by the Club after December 31, 2011, less (D) payments of MLB Central Funds received by the Club (if any) in 2012 on or before the Closing Date.

(ii) The "Final MLB Properties Receivable Amount" will be equal to (A) the portion of the MLB Properties Funds earned by the Club for the year 2012, according to the applicable MLB League Revenues Notice, multiplied by a fraction the numerator of which is the number of days in the 2012 MLB Fiscal Year before or on the Closing Date and the denominator of which is 366, less (B) payments of such MLB Properties Funds received by the Club (if any) in 2012 on or before the Closing Date.

(iii) The "Final MLB Network Receivable Amount" will be equal to (A) the portion of the MLB Network Funds distributed or to be distributed to the Club for the year 2012, according to the applicable MLB League Revenues Notice, multiplied by a fraction the numerator of which is the number of days in the 2012 MLB Fiscal Year before or on the Closing Date and the denominator of which is 366, less (B) payments of such MLB Network Funds received by the Club (if any) in 2012 on or before the Closing Date.

(iv) The "Final MLBAM Receivable Amount" will be equal to (A) the portion of the MLBAM Funds distributed or to be distributed to the Club for the year 2012, according to the applicable MLB League Revenues Notice, multiplied by a fraction the numerator of which is the number of days in the 2012 MLB Fiscal Year before or on the Closing Date and the denominator of which is 366, less (B) payments of such MLBAM Funds received by the Club (if any) in 2012 on or before the Closing Date.

(Exhibit G contains an example of this calculation.) The Sole Member's calculation of the Final MLB League Revenues Receivable Amount will be final unless, within five Business Days after receiving the Final MLB League Revenues Receivable Amount Notice, Purchaser delivers to the Sole Member a written notice of disagreement describing in reasonable detail all corrections to the calculation of the Final MLB League Revenues Receivable Amount that Purchaser believes in good faith are necessary. If Purchaser delivers such notice of disagreement to the Sole Member in a timely manner, the Sole Member and Purchaser will attempt in good faith to resolve their disagreements. If, after 10 Business Days, such disagreements are not resolved in a manner satisfactory to the Sole Member and Purchaser, then the Sole Member and Purchaser will submit

their disagreements to final and binding arbitration in accordance with Section 9.12. Within five Business Days after the Sole Member provides the Final MLB League Revenues Receivable Amount Notice to Purchaser (or, if Purchaser delivers a notice of disagreement to the Sole Member in a timely manner, within five Business Days after the disagreement has been resolved):

(i) if the Final MLB League Revenues Receivable Amount is greater than the Estimated MLB League Revenues Receivable Amount, Purchaser will pay the difference between the Final MLB League Revenues Receivable Amount and the Estimated MLB League Revenues Receivable Amount to the Sole Member;

(ii) if the Final MLB League Revenues Receivable Amount is less than the Estimated MLB League Revenues Receivable Amount, the Sole Member will pay the difference between the Estimated MLB League Revenues Receivable Amount and the Final MLB League Revenues Receivable Amount to Purchaser; or

(iii) if the Final MLB League Revenues Receivable Amount equals the Estimated MLB League Revenues Receivable Amount, no payment will be due pursuant to this Section 1.9(b).

(c) After the Closing, when the Sole Member has received one or more MLB Pension Fund Liability Notices sufficient for the Sole Member to calculate the Final Pension Fund Liability Amount as set forth below (which is expected to be in the first three months of 2013), the Sole Member will, without undue delay, provide written notice to Purchaser of the Final Pension Fund Liability Amount (the "Final Pension Fund Liability Amount Notice"). The Final Pension Fund Liability Amount will be calculated as follows: (i) the aggregate dollar amount of the Club's obligations under the Major League Baseball Plan for Non-Uniformed Personnel for the year 2012, according to the MLB Pension Fund Liability Notices, multiplied by a fraction the numerator of which is the number of days in the year 2012 that fall on or before the Closing Date and the denominator of which is 366, plus (ii) the aggregate dollar amount of the Club's obligations under the Major League Baseball Plan for Non-Uniformed Personnel for all years prior to 2012, less (iii) the aggregate dollar amount of all such obligations that has been paid by or on behalf of the Club as of the Closing Date. (Exhibit G contains an example of this calculation.) The Sole Member's calculation of the Final Pension Fund Liability Amount will be final unless, within five Business Days after receiving the Final Pension Fund Liability Amount Notice, Purchaser delivers to the Sole Member a written notice of disagreement describing in reasonable detail all corrections to the calculation of the Final Pension Fund Liability Amount that Purchaser believes in good faith are necessary. If Purchaser delivers such notice of disagreement to the Sole Member in a timely manner, the Sole Member and Purchaser will attempt in good faith to resolve their disagreements. If, after 10 Business Days, such disagreements are not resolved in a manner satisfactory to the Sole Member and Purchaser, then the Sole Member and Purchaser will submit their disagreements to final and binding arbitration in accordance with Section 9.12. Within five Business Days after the Sole Member provides the Final Pension Fund Liability Amount Notice to Purchaser (or, if Purchaser delivers a notice of disagreement to the Sole Member in a timely manner, within five Business Days after the disagreement has been resolved):

(i) if the Final Pension Fund Liability Amount is less than the Estimated Pension Fund Liability Amount, Purchaser will pay the difference between the Estimated Pension Fund Liability Amount and the Final Pension Fund Liability Amount to the Sole Member;

(ii) if the Final Pension Fund Liability Amount is greater than the Estimated Pension Fund Liability Amount, the Sole Member will pay the difference between the Final Pension Fund Liability Amount and the Estimated Pension Fund Liability Amount to Purchaser; or

(iii) if the Final Pension Fund Liability Amount equals the Estimated Pension Fund Liability Amount, no payment will be due from either party to the other pursuant to this Section 1.9(c).

1.10 Payment Terms. All payments to be made pursuant to Section 1.5, Section 1.7 or Section 1.9 will be made by wire transfer of immediately available funds to the account designated by the Person entitled to receive such payment. Any amount not paid when due will accrue interest at the rate of one percent per month or the highest rate permitted by law, whichever is less.

2. REPRESENTATIONS AND WARRANTIES RELATING TO THE COMPANY

The Company represents and warrants to Purchaser that, except as set forth or referred to in the Disclosure Schedule or in any of the documents referred to in the Disclosure Schedule:

2.1 Organization; Standing and Power. The Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Subject to any limitations imposed on the Company as a result of the Reorganization Cases, the Company has the limited liability company power to own, lease or operate its properties and to carry on its business as now being conducted. The Company is duly qualified to do business under the laws of each state of the United States in which the conduct of its business requires it to be so qualified, except where the failure to be so qualified would not reasonably be expected have a material adverse effect on the Company Business. Copies of the Organizational Documents of the Company, with all amendments thereto to the date of this Agreement, have been Made Available.

2.2 Authority. Subject to the approval of the Bankruptcy Court, the Company has the requisite power and authority to enter into the Transaction Documents, to perform its obligations thereunder, and to issue and sell the New Interests. The Transaction Documents have been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery of the Transaction Documents by the other parties thereto and the approval of the Bankruptcy Court, constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms, subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

2.3 Capitalization. As of the date of this Agreement the Sole Member owns, and immediately prior to the redemption thereof at Closing the Sole Member will own, 100% of the outstanding limited liability company interests in the Company. The New Interests, when issued, will be free and clear of all Liens (other than (a) any Liens created by or through Purchaser or any of Purchaser's Affiliates and (b) any Liens created or arising under securities laws or other statutes or regulations). There are no warrants, rights or convertible securities obligating the Company to issue, sell or deliver any additional equity securities of the Company to any third party, except for the Company's obligation to issue and sell the New Interests to Purchaser as contemplated by this Agreement.

2.4 Subsidiaries

(a) Each Company Subsidiary is duly organized, validly existing and (where applicable) in good standing under the laws of the jurisdiction in which it is organized and, subject to any limitations imposed on it as a result of the Reorganization Cases, has the requisite power to own, lease or operate its properties and to carry on its business as now being conducted. Each Company Subsidiary organized or incorporated in a state of the United States is duly qualified to do business as a foreign entity under the laws of each state of the United States in which the conduct of its business requires it to be so qualified, except where the failure to be so qualified would not reasonably be expected to have a material adverse effect on the Company Business. Copies of the Organizational Documents of the Company Subsidiaries, with all amendments thereto to the date of this Agreement, have been Made Available.

(b) All of the outstanding limited liability company interests of each Company Subsidiary (or, with respect to Dodger Tickets Manager Corp., shares of capital stock) were duly authorized and validly issued and are fully paid and non-assessable, and are owned by the Company or a Company Subsidiary, in each case free and clear of all Liens (other than (i) any Liens created by or through Purchaser or any of Purchaser's Affiliates and (ii) any Liens created or arising under securities laws or other statutes or regulations). There are no warrants, rights or convertible securities obligating any Company Subsidiary to issue, sell or deliver any equity securities of any of the Company Subsidiaries to any third party.

(c) Section 2.4(c) of the Disclosure Schedule sets forth the name of each Company Subsidiary and the name of each other entity (including Camelback LLC) in which the Company or any Company Subsidiary owns a material equity interest.

2.5 Non-Contravention; Consents and Approvals

(a) Subject to the obtaining of Governmental Consents referred to in Section 2.5(b) and subject to the other matters referred to in Section 2.5(b), the execution and delivery by the Company of the Transaction Documents do not, and the issuance and sale by the Company of the New Interests will not, (i) conflict with any of the provisions of the Organizational Documents of the Company or a Company Subsidiary, (ii) result in a breach of or give rise to a right of termination or cancellation under any Material Contract, or (iii) contravene any material statutes or governmental regulations applicable to the Company or any Company Subsidiary.

(b) No material consent, approval or authorization of any governmental authority ("Governmental Consent") is required to be obtained by the Company or any Company Subsidiary prior to the Closing in order to permit the execution and delivery by the Company of the Transaction Documents or the issuance and sale by the Company of the New Interests, other than (i) approval of the Bankruptcy Court and (ii) any Governmental Consent required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended (the "HSR Act").

2.6 Permits; Compliance with Applicable Laws

(a) Each of the Company and the Company Subsidiaries has in full force and effect all material governmental permits required for it to own, lease or operate its assets and to carry on its business as now conducted. No lawsuit is pending or, to the Company's Knowledge, is being overtly threatened against the Company or any Company Subsidiary that would reasonably be expected to result in the revocation or cancellation of any such material governmental permit.

(b) To the Company's Knowledge, the Company and the Company Subsidiaries are in material compliance with all statutes and governmental regulations applicable to the Company and the Company Subsidiaries, other than as would not reasonably be expected to have a material adverse effect on the Company Business.

(c) Since January 1, 2010, neither the Company nor any of the Company Subsidiaries has received any written notice of any material violation of any statute or governmental regulation applicable to the Company and the Company Subsidiaries that would reasonably be expected to have a material adverse effect on the Company Business, other than any written notice that has been withdrawn and any material violation that has been cured in all material respects.

2.7 MLB Matters

(a) The Company owns the MLB franchise currently known as the "Los Angeles Dodgers." Such franchise is in full force and effect and authorizes the Company to operate the Club as currently operated. Between the date of the MLB Settlement Agreement and the date of this Agreement, neither the Company nor any Company Subsidiary has received any written notice from MLB stating that the Company or any Company Subsidiary is in material violation of the MLB Settlement Agreement or the MLB Governing Documents, other than any written notice that has been withdrawn and any material violation that has been cured in all material respects.

(b) Since January 1, 2010, the Company and the Company Subsidiaries have (i) made all material contributions required to be made by them to MLB and (ii) paid all material assessments, fines and other charges assessed by MLB and required to be paid by the Company and the Company Subsidiaries to MLB.

(c) The Company has Made Available copies of (i) all MLB revenue sharing rulings issued to the Club since January 1, 2010, (ii) all pending written requests by the Club for revenue sharing rulings, and (iii) all MLB audit letters issued to the Club since January 1, 2010.

(d) No Dodger Player Employee contract identified in Section 2.11(b) of the Disclosure Schedule has been disapproved or rejected by MLB. Between January 1, 2010 and the date of this Agreement, neither the Company nor any of the Company Subsidiaries has received any written notice stating that any such Dodger Player Employee contract is in material violation of the MLB Rules and Regulations, other than any written notice that has been withdrawn and any material violation that has been cured in all material respects.

(e) To the Company's Knowledge as of the date of this Agreement, (i) no Dodger Player Employee is subject to suspension by MLB and (ii) no Dodger Player Employee is subject to any investigation by MLB that would reasonably be expected to result in suspension, expulsion or material fines.

2.8 Litigation. Except for the Reorganization Cases, as of the date of this Agreement there is no lawsuit pending or, to the Company's Knowledge, being overtly threatened against the Company or any Company Subsidiary before any court of competent jurisdiction that would reasonably be expected to have a material adverse effect on the Company Business.

2.9 Financial Statements; No Undisclosed Liabilities; Indebtedness

(a) The Company has Made Available: (i) the consolidated audited balance sheet of the Company and its consolidated Subsidiaries at December 31, 2010, and the related statements of operations and cash flows for the year ended December 31, 2010 (such audited financial statements, together with the notes thereto, the "Audited Financial Statements"); and (ii) the consolidated unaudited balance sheet of the Company and its consolidated Subsidiaries at December 31, 2011, and the related statements of operations and cash flows for the twelve-month period then ended (the financial statements in clause "(ii)" above, the "Unaudited Financial Statements," and together with the Audited Financial Statements, the "Financial Statements"). The Financial Statements fairly present, in accordance with GAAP (except as otherwise disclosed therein or in the notes thereto), the consolidated financial condition of the Company and its consolidated Subsidiaries as of dates indicated therein and of the consolidated operating results and cash flows of the Company and its consolidated Subsidiaries for the periods indicated therein, except for, in the case of the Unaudited Financial Statements, normal year-end adjustments, any other adjustments described therein and the absence of notes thereto.

(b) There are no material liabilities of the Company or any Company Subsidiary that would be required to be reflected in the liabilities column of a balance sheet prepared in accordance with GAAP, other than (i) liabilities referred to in the Financial Statements, (ii) liabilities incurred after December 31, 2010 in the ordinary course of business or in accordance with past practice, (iii) liabilities referred to in any of the Transaction Documents or in the Disclosure Schedule, (iv) liabilities to be repaid or settled in accordance with the Plan of Reorganization, (v) liabilities that have arisen under or in connection with the Transaction Documents or incurred in connection with the Contemplated Transactions, and (vi) other

liabilities that would not reasonably be expected to have a material adverse effect on the Company Business.

(c) The aggregate amount of the indebtedness of the Company and the Company Subsidiaries under the Tickets Facility Credit Agreement and the MLB Trust Credit Agreement is, and on the Closing Date will be, no greater than $412,200,000.

2.10 Ordinary Course of Business. Between January 1, 2012 and the date of this Agreement, the Company Business has been run, in all material respects, in the ordinary course of business (it being understood that matters relating to (a) player trades, acquisitions, dispositions, waivers, drafts, or similar baseball player decisions and (b) the hiring or firing of any manager, coach, scout, or trainer are all considered activities in the ordinary course of business), unless otherwise authorized, required or permitted by the Bankruptcy Court in accordance with the Reorganization Cases. Between January 1, 2012 and the date of this Agreement, except for actions relating to, contemplated by or referred to in the Reorganization Cases, any of the Transaction Documents or the Disclosure Schedule, neither the Company nor any of the Company Subsidiaries has taken any action that, if taken after the date of this Agreement, would constitute a material breach of the covenants set forth in Sections 4.1(a)(iii), (iv), (v), (viii), (ix), (x), (xi), (xii) and (xiv).

2.11 Material Contracts. Section 2.11 of the Disclosure Schedule lists all of the following material contracts (other than Excluded Contracts) to which the Company or a Company Subsidiary is a party that are in effect as of the date of this Agreement and under which the Company or a Company Subsidiary has material unsatisfied obligations (such material contracts described in clauses "(a)" through "(t)" below, other than Excluded Contracts, being referred to in this Agreement as "Material Contracts"):

(a) any contract between (i) the Company or any Company Subsidiary and (ii) any Dodger Non-Player Employee who is an executive officer (including any officer with the title of "Vice President" or above), any Dodger Non-Player Employee with a title of "Senior Director," the General Manager of the Club or any Assistant General Manager of the Club;

(b) any contract between (i) the Company or any Company Subsidiary and (ii) any current Dodger Player Employee on the 40-man roster of the Club;

(c) any contract contemplating the payment of deferred compensation between (i) the Company or any Company Subsidiary and (ii) any current or former major league or minor league baseball player who was employed by the Company or any of the Company Subsidiaries that relates to the Club or any of its minor league affiliates;

(d) any contract creating or documenting indebtedness for borrowed money of the Company or any Company Subsidiary in excess of $1,000,000;

(e) any contract relating to any insurance arrangement currently in force under which the Company's or any Company Subsidiary's exposure limit is greater than $1,000,000;

(f) any sponsorship, marketing or advertising contract under which the Company or any Company Subsidiary paid or received in excess of $1,000,000 in the aggregate in 2011 or is, under the terms of such contract, required to pay or is entitled to receive in excess of $1,000,000 in the aggregate in any calendar year after 2011;

(g) any contract (other than contracts with Dodger Player Employees) under which the Company or any Company Subsidiary paid more than $1,000,000 in the aggregate in 2011 or is, under the terms of such contract, required to pay more than $1,000,000 in the aggregate in any calendar year after 2011, other than a contract that is terminable by the Company or a Company Subsidiary on notice of 120 days or less without material penalty on the Company or a Company Subsidiary;

(h) any contract that would change the name of, or grant the right to any Person to change the name of, Dodger Stadium or any material portion thereof (including by adding the association with another name);

(i) other than any media-related agreement entered into by, or on behalf of, any MLB Entity or the MLB Clubs acting collectively, any contract granting any rights to broadcasts (whether radio, television or otherwise) of MLB games in which the Club is a participant or settling any material dispute relating thereto (including the Fox Settlement Agreement);

(j) any contract related to a non-baseball event scheduled to occur after the date of this Agreement at Dodger Stadium pursuant to which the Company, an Affiliate of the Company, the Sole Member or an affiliate of the Sole Member would reasonably be expected to receive more than $200,000 with respect to such event;

(k) any contract (other than contracts with Dodger Non-Player Employees and Dodger Player Employees) containing non-competition obligations expressly and materially restricting the conduct of the Company Business or the ability of the Company or the Company Subsidiaries to compete with any Person in any material line of business;

(l) any contract for a material joint venture or the shared use by the Club or any minor league club owned by the Company or any Company Subsidiary of any material baseball facility;

(m) any contract between (i) the Company or any Company Subsidiary (including Camelback LLC) and (ii) the Sole Member or any of its Affiliates (other than the Company, any Company Subsidiary or Camelback LLC);

(n) any contract that gives a party thereto the right to use a suite at Dodger Stadium for more than 10 games in a single MLB season with a term that extends beyond the 2012 MLB season;

(o) any contract providing for concession services at Dodger Stadium that provides for annual payments to the Company or any Company Subsidiary in excess of $500,000 during any baseball season;

(p) any contract with an MLB Entity;

(q) any contract the primary purpose of which is to provide space in the immediate vicinity of Dodger Stadium for parking multiple vehicles on days of MLB games or other events at Dodger Stadium;

(r) any contract the primary purpose of which is to provide services or systems related to the sale, exchange or resale of tickets to baseball games at Dodger Stadium in which the Club participates or tickets to other events at Dodger Stadium;

(s) any material commitments for capital expenditures (to the extent unpaid) with respect to the Company Business, other than commitments for capital expenditures substantially in accordance with the capital expenditures schedule for the Company Business Made Available; and

(t) any contract pursuant to which the Company or any Company Subsidiary acts as surety, co-signer, guarantor, endorser, co-maker, or indemnitor in respect of the indebtedness of any Person (other than endorsements for collection or deposit made in the ordinary course of business).

Except as a result of the Reorganization Cases or except as set forth in the Disclosure Schedule, (i) each Material Contract is in full force and effect, (ii) to the Company's Knowledge as of the date of this Agreement, no party to any Material Contract is in material breach or default, and no event has occurred that with notice or lapse of time would constitute a material breach or default of, or permit the other party to such Material Contract to terminate or materially modify or accelerate, such Material Contract, and (iii) between January 1, 2010 and the date of this Agreement, neither the Company nor any Company Subsidiary has received, from any other Person, any written notice asserting any material breach by the Company or any Company Subsidiary of any Material Contract, except for breaches that have been cured or resolved on or prior to the date of this Agreement and except for any such notice that has been withdrawn or would not reasonably be expected to have a material adverse effect on the Company Business. The Company has Made Available copies of the Material Contracts. For purposes of this Section 2.11, the following will be deemed to be "Excluded Contracts" (and will not be considered "Material Contracts"): (i) any contract between the Company and any one or more Company Subsidiaries or between any two or more Company Subsidiaries and (ii) any contract that is being rejected, canceled, discharged or otherwise terminated in accordance with the Plan of Reorganization.

2.12 Employee Benefits

(a) A copy of (i) each "employee benefit plan" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")), and each

incentive, retention, equity-based, change in control, deferred compensation, employment, cafeteria, retiree medical, flexible spending, sick or disability pay, vacation or holiday pay, workers' compensation, life insurance, or fringe benefit plan, that is currently in effect and is maintained, sponsored or contributed to by the Company or any Company Subsidiary for the benefit of Dodger Non-Player Employees (each of the foregoing, a "Company Plan") and (ii) each summary plan description of any multiemployer plan that is currently in effect and is contributed to by the Company or any Company Subsidiary (within the meaning of Section 3(37) of ERISA) (each such multiemployer plan, a "Multiemployer Plan") has been Made Available. Since January 1, 2010, to the Company's Knowledge, the Company Plans have been maintained in material compliance with their respective terms and all applicable statutes and governmental regulations. Each Company Plan and each Multiemployer Plan is identified in Section 2.12 of the Disclosure Schedule.

(b) Neither the Company nor any Company Subsidiary contributes to or has any material liability with respect to any Multiemployer Plan. Neither the Company nor any Company Subsidiary has been assessed for withdrawal liability by, or received written notice of any withdrawal from, any Multiemployer Plan in connection with any complete or partial withdrawal from such plan.

(c) Except as required by the continuation coverage requirements of Sections 601 et seq. of ERISA and Section 4980B of the Code ("COBRA"), neither the Company or any Company Subsidiary (i) provides health or welfare benefits for any retired or former employee or (ii) is obligated to provide health or welfare benefits to any active employee following such employee's retirement or other termination of service.

(d) Each Company Plan that meets or purports to meet the requirements of Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS that the Company or a Company Subsidiary can rely on.

2.13 Labor Matters. A copy of each collective bargaining or other collective labor agreement (or the relevant portions thereof) that the Company or any Company Subsidiary has entered into with respect to Dodger Non-Player Employees has been Made Available, and the Company and the Company Subsidiaries are in material compliance with the provisions of each such agreement. A list of all full-time Dodger Non-Player Employees employed as of the date of this Agreement has been Made Available. To the Company's Knowledge, no material strike, work stoppage, work slowdown or lockout is pending or being overtly threatened against the Company or any Company Subsidiary.

2.14 Intellectual Property. Each of the Company and the Company Subsidiaries owns, or has a valid license or otherwise has the right to use, all trademarks, trade names, service marks, copyrights, internet domain names and other proprietary intellectual property rights (collectively, "Intellectual Property Rights") that are used by the Company and the Company Subsidiaries and are material to the conduct of the Company Business. As of the date of this Agreement, no lawsuit is pending or, to the Company's Knowledge, is being overtly threatened against the Company or any Company Subsidiary that alleges that the Company or any Company Subsidiary is materially infringing the rights of any Person with regard to any material

Intellectual Property Right, except for lawsuits that would not reasonably be expected to have a material adverse effect on the Company Business. To the Company's Knowledge as of the date of this Agreement, no Person is materially infringing the rights of the Company or any Company Subsidiary with respect to any Intellectual Property Right owned by the Company or any Company Subsidiary, except for infringements that would not reasonably be expected to have a material adverse effect on the Company Business.

2.15 Tax Matters

(a) All material Tax Returns required to be filed with any Taxing Authority by the Company or any Company Subsidiary has been filed, and, as of the time of filing, all such Tax Returns were accurate in all material respects. The Company and the Company Subsidiaries have timely paid all material Taxes that are due and owing with respect to such Tax Returns (unless such Taxes are being contested in good faith under appropriate proceedings).

(b) There are no material liens on any of the assets of the Company or any of the Company Subsidiaries that arose in connection with any failure to pay any Tax.

(c) Neither the Company nor any Company Subsidiary has received written notice from any Taxing Authority that any Tax Return of such Person is the subject of any audit or similar examination, or that any such audit or similar examination is pending, except for written notices that have been withdrawn and audits or examinations that have been concluded.

(d) Neither the Company nor any Company Subsidiary is a party to any Tax allocation or sharing agreement (excluding agreements between or among only the Company and the Company Subsidiaries and agreements not primarily related to Taxes).

(e) The Company and the Company Subsidiaries have withheld all material Taxes required to have been withheld, and have timely remitted any such Taxes to the appropriate taxing authority.

(f) The Company and each Company Subsidiary is a disregarded entity for U.S. federal Tax purposes, other than (i) Dodgers Club Trust, which is a grantor trust for U.S. federal Tax purposes, (ii) Dodger Tickets Manager Corp., which is a corporation for U.S. federal Tax purposes and (iii) Camp Management LLC, S.R.L., which is a corporation for U.S. federal Tax purposes. Camelback LLC is a partnership for U.S. federal Tax purposes. Neither the Company, Camelback LLC nor any Company Subsidiary that is a domestic eligible entity within the meaning of Section 301.7701-3(b)(1) of the Treasury Regulations has made an election to be taxed as a corporation.

(g) Neither the Company nor any Company Subsidiary has outstanding any waiver of any statute of limitations in respect of Taxes imposed on it or extension of time with respect to a Tax assessment or deficiency imposed on it, which waiver or extension is currently in effect.

2.16 Insurance. A copy of each insurance policy to which the Company or any Company Subsidiary is a party that is in effect as of the date of this Agreement and that is not

being rejected or otherwise terminated in accordance with the Plan of Reorganization has been Made Available, and: (a) each such insurance policy is in full force and effect; (b) to the Company's Knowledge, there is no material claim pending as of the date of this Agreement under such insurance policy as to which coverage has been denied or disputed by the underwriters of such insurance policy; (c) the Company and the Company Subsidiaries are in compliance in all material respects with the terms of each such insurance policy; and (d) to the Company's Knowledge, as of the date of this Agreement no termination of, or material premium increase with respect to, any of such policies is pending or being overtly threatened.

2.17 Tangible Personal Property. The Company and the Company Subsidiaries have (a) good and valid title to all material tangible personal property owned by them and (b) with respect to material tangible personal property being leased to the Company or a Company Subsidiary under personal property leases that are not being rejected in accordance with the Plan of Reorganization, valid leasehold interests therein. The material plants, property and equipment of the Company and the Company Subsidiaries that are being used by the Company and the Company Subsidiaries in the ordinary course of business are in all material respects in good operating condition and repair, subject to normal wear and tear. Neither the Sole Member nor any of its Affiliates (other than the Company, the Company Subsidiaries and Camelback LLC) owns any material tangible personal property that is necessary for the operation of the Company Business as currently conducted.

2.18 Real Property; Real Property Leases

(a) Section 2.18(a) of the Disclosure Schedule lists all real property owned by the Company and the Company Subsidiaries (the "Owned Real Property"). The Company has Made Available copies of all title insurance policies and land surveys in the possession of the Company or any Company Subsidiary to the extent that the same relate to any Owned Real Property. The Company and the Company Subsidiaries have, or will have at Closing, all rights necessary to (i) operate Dodger Stadium, (ii) have the Club play games at Dodger Stadium and (iii) otherwise hold events at Dodger Stadium.

(b) Section 2.18(b) of the Disclosure Schedule lists all leases under which real property is leased to or by the Company or any Company Subsidiary as lessee or lessor that are in effect as of the date of this Agreement and that are not being rejected or otherwise terminated in accordance with the Plan of Reorganization. Copies of all such leases, as amended or modified through the date of this Agreement, have been Made Available. All such leases are in full force and effect.

2.19 Environmental Matters. To the Company's Knowledge, the Company and the Company Subsidiaries are in material compliance with all applicable environmental statutes and governmental regulations. No lawsuit or court action is pending or, to the Company's Knowledge, is being overtly threatened against the Company or any Company Subsidiary with respect to violations of applicable environmental statutes and governmental regulations. The Company has Made Available copies of all material environmental assessments, audits, studies, analyses and other reports that are in its or any Company Subsidiary's possession and that have been generated since January 1, 2010.

2.20 Affiliate Transactions. Neither the Company nor any Company Subsidiary is materially indebted to any director, officer, member or manager of the Company or any Company Subsidiary (except for amounts due under employment contracts or other employment arrangements, amounts due under employee benefit plans and amounts payable in reimbursement of expenses), and no such director, officer, member or manager is materially indebted to the Company or any Company Subsidiary. None of the Sole Member, any Affiliate of the Sole Member or any Seller Affiliate has been involved in any material business arrangement or relationship with the Company or any of the Company Subsidiaries within the past 12 months (other than employment by the Company or a Company Subsidiary). There are no material contracts or other material binding arrangements between the Company or any Company Subsidiary, on the one hand, and the Sole Member, any Affiliate of the Sole Member or any Seller Affiliate or any director, officer, member or manager of any of them, on the other hand. No material amounts are owed to or from the Company or any Company Subsidiary, on the one hand, and the Sole Member, any Affiliate of the Sole Member or any Seller Affiliate or any director, officer, member or manager of any of them, on the other hand.

2.21 Media Rights. Except for the express terms of the Fox Agreement in the form previously made available to Purchaser and except for the IMRA, none of the Company, any Company Subsidiary or any other Person with the authority to bind the Company or any Company Subsidiary has entered into any agreement or other arrangement, or otherwise impaired any rights of the Company or any Company Subsidiary, regarding any of the Club's local or regional media rights (including television, cable and radio broadcast rights) for the 2014 MLB season (or, with respect to radio broadcast rights, the 2015 MLB season) or any subsequent MLB season. The Fox Agreement is valid and enforceable (subject to (i) applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies) and has not been rejected, and will not be rejected, in the Reorganization Cases. The Fox Settlement Agreement is valid and enforceable (subject to (i) applicable bankruptcy, insolvency, moratorium or other similar laws affecting the rights of creditors generally, and (ii) rules of law governing specific performance, injunctive relief and other equitable remedies) and is in full force and effect.

2.22 No Brokers or Finders. Except for Blackstone Advisory Partners L.P., no broker, finder or investment banker is entitled to brokerage or finders' fees or agents' commissions or investment bankers' fees from the Company or any Company Subsidiary in connection with this Agreement or any of the Contemplated Transactions.

3. REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to the Company and the Sole Member that:

3.1 Organization, Standing and Power. Purchaser is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware.

3.2 Authority. Purchaser has the requisite power and authority to enter into the Transaction Documents, to perform its obligations thereunder and to purchase the New Interests.

The Transaction Documents have been duly authorized, executed and delivered by Purchaser and, assuming due authorization, execution and delivery by the other parties thereto and the approval of the Bankruptcy Court, constitute valid and binding obligations of Purchaser enforceable against Purchaser in accordance with their terms, subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.3 Non-Contravention; Consents and Approvals

(a) Subject to the matters referred to in Section 3.3(b), the execution and delivery by Purchaser of the Transaction Documents do not, and the consummation by Purchaser of the Contemplated Transactions will not, (i) conflict with any of the provisions of the Organizational Documents of Purchaser, (ii) result in a breach of or give rise to a right of termination or cancellation under any material agreement to which Purchaser or its Affiliates is a party, or (iii) contravene any statutes or governmental regulations applicable to Purchaser.

(b) No Governmental Consent is required to be obtained by Purchaser or any of its Affiliates in connection with the execution and delivery by Purchaser of the Transaction Documents or the consummation by Purchaser of the Contemplated Transactions, other than (i) approval of the Bankruptcy Court and (ii) any Governmental Consent required under the HSR Act.

3.4 MLB Approvals

(a) Purchaser has provided all information to MLB concerning itself and its Affiliates (including each direct or indirect owner of Purchaser) in compliance in all material respects with and as required by MLB Rules and Regulations. Without limiting the generality of the foregoing, Purchaser has completed and filed all necessary applications, all background information forms, and any other documents and information required by MLB to obtain the MLB Approvals in connection with the Contemplated Transactions. Such information is accurate in all material respects and does not contain any untrue statement of material fact or omit to state a material fact necessary to make the statements therein not misleading.

(b) Neither Purchaser nor any Affiliate of Purchaser has an ownership interest in (i) any MLB Club or any minor league franchise affiliated with MLB, (ii) any gambling business or operation, or (iii) any business or operation involved in the manufacture or distribution of performance enhancing substances (as such term is defined in MLB's Joint Drug Prevention and Treatment Program). Purchaser is legally, financially and otherwise qualified, under the MLB Rules and Regulations and otherwise, to acquire and operate the Company Business (including the Club). To the knowledge of Purchaser, there are no facts that would disqualify Purchaser or any direct or indirect owner of Purchaser under the MLB Rules and Regulations from acquiring, operating or investing in the Company Business (including the Club).

(c) Purchaser has reviewed the MLB Constitution, the MLB Ownership Guidelines and the MLB Settlement Agreement.

3.5 Adequacy of Funds. Taking into account the Financing, Purchaser has adequate financial resources to pay all amounts that may become due, and to satisfy its other obligations, under the Transaction Documents.

3.6 Financing. Purchaser has provided, or no later than March 29, 2012 will provide, to the Company accurate and complete copies of executed, binding equity commitment letters from those Persons set forth in Schedule 3.6 (such equity commitment letters, the "Commitment Letters"), pursuant to which such Persons have committed to invest in Purchaser $1,597,798,000 in order to finance the acquisition of the New Interests and the other Contemplated Transactions (such equity financing represented by the investment of such amount, the "Financing"). All such Persons have been approved by MLB as providers of equity financing for Purchaser. The Commitment Letters are in full force and effect and are valid, binding and enforceable by Purchaser. No event has occurred that, with or without notice, lapse of time or both, could reasonably be expected to constitute or result in a default or breach on the part of Purchaser under any term or condition of any of the Commitment Letters. Except as expressly set forth in the Commitment Letters, there are no conditions precedent or other contingencies relating to the Financing. Purchaser knows of no facts or circumstances that could be expected to result in the Financing or any portion thereof not being provided to Purchaser at the Closing. Purchaser's obligation to consummate the acquisition of the New Interests and the other Contemplated Transactions is not and will not be conditioned in any way on the obtaining of the Financing or any Alternative Financing.

3.7 Investment Intention. Purchaser is an accredited investor as defined in Regulation D under the Securities Act of 1933, as amended (the "Securities Act"). Purchaser is acquiring the New Interests for its own account, for investment purposes only and not with a view to or in connection with the distribution thereof (as such term is used in Section 2(11) of the Securities Act). Purchaser understands that the New Interests have not been registered under the Securities Act or any applicable state securities laws, and that the New Interests cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is available.

3.8 No Brokers or Finders. Except for Guggenheim Securities, LLC, no broker, finder or investment banker is entitled to brokerage or finders' fees or agents' commissions or investment bankers' fees from Purchaser or any of its Affiliates in connection with the Contemplated Transactions.

3.9 No Knowledge of Inaccuracies. As of the date of this Agreement, Purchaser has no knowledge of any inaccuracies in any representation or warranty made by the Company in the Transaction Documents or of any errors in or omissions from the Disclosure Schedule.

3.10 Independent Investigation. Purchaser has conducted its own investigation of the Company, the Company Subsidiaries and Camelback LLC and has developed its own financial projections, financial model and valuation of the Company and the Company Business. Purchaser acknowledges that Purchaser and its Affiliates, and the respective Representatives of Purchaser and its Affiliates, have been permitted full access to the personnel, properties, premises and records of the Company, the Company Subsidiaries and Camelback LLC and the

electronic data room maintained by the Company in connection with the Contemplated Transactions. Purchaser possesses such knowledge of and experience in financial and business matters that it is capable of evaluating the merits and risks of the purchase of the New Interests and the other Contemplated Transactions.

4. CERTAIN COVENANTS

4.1 Interim Operations of the Company

(a) Except (i) to the extent Purchaser otherwise provides its consent (which consent will not be unreasonably withheld, conditioned or delayed), (ii) as set forth in the Disclosure Schedule, (iii) as required, contemplated or permitted by any of the Transaction Documents or the Plan of Reorganization, (iv) as may be necessary or appropriate to carry out the Contemplated Transactions, (v) as may be required to facilitate compliance with the Bankruptcy Code or the rules, oversight or approvals of the Bankruptcy Court, (vi) as may be required to facilitate compliance with the MLB Rules and Regulations or other rules, oversight or approvals of MLB, (vii) as may be required to facilitate compliance with any statutes or governmental regulations, or (viii) as may be required to facilitate compliance with the terms and conditions of the MLB Settlement Agreement or the Fox Settlement Agreement, during the period from the date of this Agreement through the earlier of the Closing or the date of termination of this Agreement, (A) the Company will, and will cause each Company Subsidiary to, use commercially reasonable efforts to conduct the Company Business in the ordinary course of business (it being understood that matters relating to player trades, acquisitions, dispositions, waivers, drafts or similar baseball player decisions, or the hiring or firing of any manager, coach, scout or trainer, are all considered activities in the ordinary course of business) and (B) the Company will not, and will cause each Company Subsidiary not to, take any of the following actions:

(i) amend its Organizational Documents, other than as contemplated by the Plan of Reorganization;

(ii) issue or sell to any third party (A) any limited liability company interests or any other equity securities of the Company or any of the Company Subsidiaries or (B) any securities convertible into, or any rights, warrants or options to acquire, any such equity securities;

(iii) acquire (including by merger or consolidation) any material interest in any entity or a substantial portion of the assets of any entity;

(iv) sell or otherwise dispose of a substantial portion of the assets of the Company and the Company Subsidiaries, except (A) in the ordinary course of business, and (B) for transactions between the Company and any of the Company Subsidiaries (or between one Company Subsidiary and another Company Subsidiary);

(v) incur any material indebtedness for borrowed money or guarantee any such indebtedness, except for (A) short-term borrowings in the ordinary course of business,

(B) borrowings pursuant to existing credit facilities (including the MLB DIP Facility and the credit facilities relating to the MLB Trust Credit Agreement and the Tickets Facility Credit Agreement), or, in the case of the MLB DIP Facility, in accordance with any modifications, renewals or replacements of such credit facility, (C) purchase money financings and capital leases entered into in the ordinary course of business, and (D) indebtedness to be repaid at the Closing out of the Closing Payment Amount proceeds or prior to the Closing;

(vi) materially amend any Material Contract except in the ordinary course of business or in a manner that would not reasonably be expected to have to a material adverse effect on the Company Business;

(vii) (A) establish, adopt or materially amend or terminate any Company Plan, or (B) materially increase the compensation or fringe benefits of any Dodger Non-Player Employee, except for increases (1) in the ordinary course of business consistent with past practices, (2) pursuant to existing commitments, or (3) pursuant to any Company Plan or contract of the Company or any Company Subsidiary in effect on the date of this Agreement;

(viii) change any of its methods of accounting or accounting practices in any material respect other than as required or permitted by GAAP;

(ix) make any material tax election, except for elections made in the ordinary course of business consistent with past practices;

(x) commence any material capital improvements project with respect to the Owned Real Property;

(xi) materially increase any obligations of the Company or any Company Subsidiary of the type described in Section 6.3(a);

(xii) take any actions (including making any transfers or payments) prohibited, or fail to take any actions required, by the Bankruptcy Code, Bankruptcy Rules or any prior orders of the Bankruptcy Court;

(xiii) enter into any material contract unless in the ordinary course of business (and then, if so, the Company shall promptly Make Available a copy of such material contract);

(xiv) allow or cause any material insurance policy to lapse, terminate, be rejected or not be renewed;

(xv) file, amend, or materially modify or change any bankruptcy pleadings without the consent of Purchaser; or

(xvi) enter into a binding agreement committing to take any of the actions described in clauses "(i)" through "(xv)" of this Section 4.1(a).

(b) Notwithstanding the foregoing, nothing in this Agreement will give Purchaser, directly or indirectly, any right to control, direct or influence the Company Business prior to the Closing, including (i) any player trades, acquisitions, dispositions, waivers, drafts or the like, (ii) hiring or firing of any manager, coach, scout, trainer or Dodger Player Employee, and (iii) the conduct, performance or management of any baseball-related activities.

4.2 Filings; Other Action

(a) Each of the Company and Purchaser will: (i) promptly make and effect all registrations, filings and submissions required to be made or effected by it or any of its Affiliates pursuant to the HSR Act and other applicable statutes and governmental regulations with respect to the Contemplated Transactions; and (ii) use commercially reasonable efforts to cause to be taken, on a timely basis, all other actions necessary or appropriate for the purpose of consummating and effectuating the Contemplated Transactions. Without limiting the generality of the foregoing, each of the Company and Purchaser (A) will promptly provide any information requested by any governmental authority or MLB in connection with the Contemplated Transactions, and (B) will use its best efforts to promptly take, and cause its Affiliates to take, all actions and steps necessary to obtain any clearance or approval required to be obtained from the U.S. Federal Trade Commission (the "FTC"), the U.S. Department of Justice (the "DOJ"), any state attorney general or any other governmental authority in connection with the Contemplated Transactions. In furtherance and not in limitation of the provisions of this Section 4.2(a), each Party agrees to file, or cause an Affiliate that controls such party to file, a fully completed Notification and Report Form pursuant to the HSR Act on or before March 30, 2012.

(b) Without limiting the generality of anything in Section 4.2(a) or this Section 4.2(b), each of the Company and Purchaser will (i) give the other Party prompt notice of the making or commencement of any request, inquiry, investigation, action or lawsuit by or before any court, other governmental authority or MLB with respect to the Contemplated Transactions, (ii) keep the other Party informed as to the status of any such request, inquiry, investigation, action or lawsuit, (iii) promptly inform the other Party of any communication sent or received by such Party to or from the FTC, the DOJ or any other governmental authority regarding the Contemplated Transactions, and (iv) cooperate with the other Party in connection with any registrations, filings or submissions contemplated by this Section 4.2 and in connection with resolving any investigation or other inquiry of the FTC, the DOJ or other governmental authority or of MLB, in each case, with respect to any such filing. Each of the Company and Purchaser will consult and cooperate with the other Party and will consider in good faith the views of the other Party in connection with any analysis, appearance, presentation, memorandum, brief, argument, opinion or proposal made or submitted in connection with any such request, inquiry, investigation, action or lawsuit. In addition, except as may be (x) prohibited by any governmental authority, MLB or any statute or governmental regulation or (y) necessary to preserve attorney-client privilege, in connection with any such request, inquiry, investigation, action or lawsuit, each of the Company and Purchaser will permit authorized Representatives of the other Party to be present at each meeting or conference relating to such request, inquiry, investigation, action or lawsuit and to have access to and be consulted in connection with any document, opinion or proposal made or submitted to any governmental authority or MLB in connection with such request, inquiry, investigation, action or lawsuit.

(c) Purchaser will promptly file with MLB, the Commissioner and/or the MLB Entities, as applicable, and will promptly update, all necessary application materials related to the Contemplated Transactions and all related funding of Purchaser, including the Financing and any Alternative Financing. Without limiting the foregoing, Purchaser will (i) promptly respond to any requests for additional information, (ii) make itself and its Representatives reasonably available for Ownership Committee interviews, and (iii) otherwise promptly take all actions necessary to obtain any MLB Approvals in accordance with the MLB Settlement Agreement.

(d) Notwithstanding anything to the contrary in this Agreement, to the extent necessary in order to obtain any MLB Approval or any needed Governmental Consent or otherwise to permit the Contemplated Transactions to be consummated on a timely basis, Purchaser will agree and commit to: (i) cause any asset or business, or any portion of any asset or business, of Purchaser, any of its Affiliates, the Company, any Company Subsidiary or the Company's interest in Camelback LLC to be sold, divested or otherwise disposed of; (ii) enter into or cause any of its Affiliates, the Company, any Company Subsidiary or Camelback LLC to enter into any voting trust agreement, proxy arrangement or other similar agreement or arrangement with respect to any asset or business or any portion of any asset or business; and (iii) cause any contractual or business relationship between (A) Purchaser, any of Purchaser's Affiliates, the Company, any Company Subsidiary or Camelback LLC and (B) any other Person to be terminated or modified.

4.3 Purchaser Financing

(a) Purchaser will obtain the proceeds of the Financing on the terms and conditions described in the Commitment Letters and will cause the Financing to be funded in full at the Closing. Without limiting the generality of the foregoing, Purchaser will:

(i) maintain the Commitment Letters in effect in accordance with the terms and subject to the conditions set forth therein;

(ii) to the extent applicable, as promptly as practicable after the date of this Agreement, enter into definitive agreements to obtain the proceeds of the Financing at the Closing (the "Definitive Financing Agreements") on substantially the same terms and conditions set forth in the Commitment Letters and the provisions of this Agreement (it being understood that the Definitive Financing Agreements will contain no conditions precedent to funding beyond those expressly set forth in the Commitment Letters);

(iii) obtain all necessary MLB Approvals with respect to the Financing in accordance with the MLB Settlement Agreement;

(iv) satisfy on a timely basis all covenants, obligations and conditions set forth in the Commitment Letters and the Definitive Financing Agreements;

(v) diligently enforce its rights under the Commitment Letters and Definitive Financing Agreements, and if necessary, commence, participate in and diligently

pursue a lawsuit against or involving any of the Persons that have committed to provide any portion of, or otherwise with respect to, the Financing; and

(vi) promptly inform the Company in reasonable detail with respect to any material developments in the status of the Financing.

(b) Upon obtaining knowledge thereof, Purchaser will promptly (and in any event within one Business Day) give the Company notice of (i) any breach or default (or any event or circumstance that, with or without notice, lapse of time or both, could reasonably be expected to give rise to any breach or default) on the part of any party to any Commitment Letter or Definitive Financing Agreement, (ii) the receipt by Purchaser or any of its Affiliates of any notice or other communication from any other party to any Commitment Letter or Definitive Financing Agreement with respect to any actual or threatened breach or default by any party under any Commitment Letter or Definitive Financing Agreement, (iii) any actual or purported withdrawal, modification, termination, rescission or repudiation of any Commitment Letter or Definitive Financing Agreement, or any provision thereof, (iv) any actual or threatened dispute or disagreement with any Person expected to provide all or a portion of the Financing, and (v) any other circumstance resulting in Purchaser no longer believing in good faith that it will be able to obtain all or any portion of the Financing on the terms, in the manner or from the sources contemplated by the Commitment Letters or the Definitive Financing Agreements. As soon as reasonably practicable, but in any event within two Business Days after the date the Company delivers to Purchaser a request to receive information relating to any circumstance referred to in clause "(i)," "(ii)," "(iii)," "(iv)" or "(v)" of the preceding sentence, Purchaser will provide such information to the Company.

(c) Purchaser will not, and will not permit any of its Affiliates to, without the prior written consent of the Company, take or fail to take any action or enter into or fail to enter into any transaction, if the taking of or failure to take such action or the entering into or failure to enter into such transaction could reasonably be expected to impair, delay or prevent Purchaser's payment of the Closing Payment Amount to the Disbursing Agent at the Closing or the consummation of any of the other Contemplated Transactions.

(d) If any portion of the Financing becomes unavailable on the terms and conditions contemplated in any of the Commitment Letters or Definitive Financing Agreements for any reason, or any of the Commitment Letters or Definitive Financing Agreements is withdrawn, modified, repudiated, terminated or rescinded for any reason, then (without limiting any of Purchaser's obligations under this Section 4.3) Purchaser will arrange and obtain, as promptly as practicable, from the same and/or alternative financing sources, alternative financing in an amount sufficient to consummate the Contemplated Transactions at the Closing. If any alternative financing is obtained in accordance with the terms of this Section 4.3(d) ("Alternative Financing"), references in this Section 4.3 to the Financing will be deemed to refer to such Alternative Financing, and if one or more commitment letters or definitive financing agreements are entered into or proposed to be entered into in connection with such Alternative Financing, references in this Agreement to the Commitment Letters and the Definitive Financing Agreements will be deemed to also refer to such commitment letters and definitive financing agreements relating to such Alternative Financing, and all obligations of Purchaser pursuant to

this Section 4.3 will be applicable thereto to the same extent as Purchaser's obligations with respect to the Financing. Purchaser will provide the Company with copies of all Commitment Letters (or amendments or modifications thereto) promptly following the execution thereof.

(e) Purchaser acknowledges and agrees that its obligation to consummate the Contemplated Transactions (including its obligation to make all payments related thereto) is not subject to or conditioned in any way on the obtaining of the Financing or any Alternative Financing.

4.4 Access to Information. During the period prior to the earlier of the Closing or the date of termination of this Agreement, upon reasonable advance notice from Purchaser, the Company will give Purchaser reasonable access, during normal business hours, to the Company's and the Company Subsidiaries' books and records for the purpose of enabling Purchaser to further investigate the Company Business at Purchaser's sole expense; provided, however, that the Company will not be required to permit any inspection or other access, or to disclose any information, if in the good faith judgment of the Company, such inspection, access or disclosure could (a) result in the disclosure of any trade secret of the Company or any of its Affiliates, (b) violate any obligation of the Company or any of its Affiliates with respect to confidentiality or privacy, (c) jeopardize protections afforded the Company or any of its Affiliates under the attorney-client privilege or the attorney work product doctrine, (d) violate or breach, or result in a violation or breach of, any statute or governmental regulation, any of the MLB Rules and Regulations, the MLB Settlement Agreement, the Fox Settlement Agreement or any other contract to which the Company or any of its Affiliates is a party, or (e) materially interfere with the conduct of any aspect of the Company Business. All information obtained by Purchaser and its Representatives pursuant to this Section 4.4 will be treated as the Company's "Confidential Information" for purposes of the Confidentiality Agreement (it being understood and agreed that this Section 4.4 will not in any way limit any other information that is disclosed to Purchaser or any of its Affiliates, or to any Representative of Purchaser or any of its Affiliates, from being treated as the Company's Confidential Information in accordance with the Confidentiality Agreement).

4.5 Confidentiality

(a) Purchaser acknowledges, represents, warrants and agrees, to and for the benefit of the Company and the Sole Member, that: (i) all information relating to the Transaction Documents (including discussions and negotiations associated therewith), the Company Business, the Company and the Subsidiaries and other Affiliates of the Company (including Camelback LLC and the Sole Member) provided to Purchaser or any of its Affiliates, or to any Representative of Purchaser or any of its Affiliates, in connection with the Contemplated Transactions, is subject to the terms of a confidentiality and non-disclosure agreement, dated as of December 17, 2011, between Purchaser or its Affiliate, the Company and the Subsidiary Debtors (the "Confidentiality Agreement"); and (ii) Purchaser's obligations under the Confidentiality Agreement will remain in full force and effect after the execution and delivery of this Agreement and will survive any termination of this Agreement. In addition to Purchaser's obligations under the Confidentiality Agreement, for a period of one year after the Closing, Purchaser will, and will cause its Affiliates and the respective Representatives of Purchaser and

its Affiliates to, maintain the confidentiality of any confidential information relating to the Sole Member or any of the Sole Member's Affiliates provided to Purchaser or any of its Affiliates or to any Representative of Purchaser or any of its Affiliates in connection with the Contemplated Transactions (the "Sole Member Confidential Information"), except as required by any statute, governmental regulation or legal process or by any MLB Rules and Regulations and except as necessary to enforce rights and remedies, or assert defenses, under the Transaction Documents or the Joinder Agreement; provided, however, that the Sole Member Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure of such information in violation of this Agreement by Purchaser or any of its Affiliates, (ii) is or becomes available to Purchaser on a non-confidential basis from a source not known to Purchaser to be bound by an obligation or duty of confidentiality with respect to such information, or (iii) is independently developed by Purchaser or any of its Representatives without reference to any of the Sole Member Confidential Information.

(b) For a period of one year after the Closing, the Sole Member will use commercially reasonable efforts to, and will cause its Affiliates to use commercially reasonable efforts to, maintain the confidentiality of any confidential information of the Company or the Company Subsidiaries relating to the Company Business ("Company Confidential Information"), except as required by any statute, governmental regulation or legal process or by any MLB Rules and Regulations and except as necessary to enforce rights and remedies, or assert defenses, under the Transaction Documents or the Joinder Agreement; provided, however, that Company Confidential Information does not and will not include information that (i) is or becomes generally available to the public other than as a result of a disclosure of such information in violation of this Agreement by the Sole Member or any of its Affiliates, (ii) is or becomes available to the Sole Member on a non-confidential basis from a source not known to the Sole Member to be bound by an obligation or duty of confidentiality with respect to such information, or (iii) is independently developed by the Sole Member or any of its Representatives without reference to any of the Company Confidential Information.

5. EMPLOYEE BENEFITS

5.1 Employee Benefits. Following the Closing and for a period of one year thereafter, Purchaser agrees, for the benefit of the Sole Member, to cause the Company and the Company Subsidiaries to maintain, for each Dodger Non-Player Employee (while such Dodger Non-Player Employee is employed by the Company or any Company Subsidiary), the policies and benefits (including vacation and severance pay) in existence as of the date of this Agreement as set forth in the employee handbooks or other materials made available to Dodger Non-Player Employees describing employee policies and benefits of the Company and the Company Subsidiaries; provided, however, that except as otherwise required by any employment contract or Dodger Non-Player Employee collective bargaining agreement or as required by applicable statutes and governmental regulations, neither the Company nor any Company Subsidiary will have any obligation to continue to employ any such Dodger Non-Player Employee for any specific period of time following the Closing Date. Notwithstanding the foregoing or any other provision of this Agreement, from and after the Closing Date, Purchaser will indemnify and hold harmless the Sole Member and its Affiliates from and against any losses, damages, liabilities, claims and expenses (including reasonable attorneys' fees and expenses) relating directly or

indirectly to or arising under the Company Plans ("Plan-Related Losses"), including Plan-Related Losses resulting directly or indirectly from any amendment, modification, discontinuance or termination of any Company Plan by the Company or any Company Subsidiary, and including both Plan-Related Losses arising from pre-Closing acts, omissions or circumstances and Plan-Related Losses arising from post-Closing acts, omissions or circumstances. The Company and the Sole Member agree to use commercially reasonable efforts (a) to establish, effective prior to the Closing, a new Code Section 401(k) plan for the benefit of current and former employees (and, if applicable, the beneficiaries of any such individuals) of The McCourt Company LLC and John McCourt Company LLC for whom accounts were maintained in the LA Dodgers 401(k) Plan immediately prior to the Closing, and who are not Dodger Non-Player Employees eligible to participate in the LA Dodgers 401(k) Plan as of the Closing, and (b) to cause such current and former employees (and, if applicable, the beneficiaries of any such individuals) to be transferred to such new 401(k) plan.

5.2 Enforcement by the Sole Member. Purchaser expressly agrees that the Sole Member may seek to enforce Purchaser's compliance with the provisions of this Section 5 for the benefit of any Dodger Non-Player Employee (or beneficiary or dependent thereof) even if the Sole Member has not suffered any damages as a result of Purchaser's failure to comply with such provisions.

6. ADDITIONAL COVENANTS

6.1 Maintenance of Records; Cooperation

(a) Purchaser will cause to be preserved and cause to be kept, for the benefit of the Sole Member, all books and records with respect to the period prior to the Closing and the period following the Closing (in whatever form they may be maintained, including electronic form) held by Purchaser or its Affiliates (including the Company, the Company Subsidiaries and Camelback LLC) relating to the Company Business, the Company, the Company Subsidiaries and Camelback LLC for a period of seven years following the Closing Date or such longer period as may be required by applicable statutes and governmental regulations. After the end of such period, before disposing of, altering or destroying any such books or records, Purchaser, subject to complying with all applicable MLB Rules and Regulations, will give notice to the Sole Member to permit the Sole Member, its Affiliates and their respective Representatives an opportunity to examine, duplicate or repossess such books and records.

(b) Following the Closing Date, except in connection with any dispute between Purchaser and the Sole Member, Purchaser, subject to complying with all applicable MLB Rules and Regulations, (i) will afford, and will cause its Affiliates and the respective Representatives of Purchaser and its Affiliates to afford, to the Sole Member and its Affiliates, and the respective Representatives of the Sole Member and its Affiliates, during normal business hours, reasonable access to inspect, audit and take copies of the books and records of the Company, the Company Subsidiaries and Camelback LLC with respect to the period prior to the Closing and the period following the Closing, and (ii) will cause the respective Representatives of Purchaser and its Affiliates to cooperate, to the fullest extent practicable, with the Sole Member, its Affiliates and the respective Representatives of the Sole Member and its Affiliates,

in each case to the extent such access or cooperation may be requested in good faith by the Sole Member or any of its Affiliates, or any Representative of the Sole Member or any of its Affiliates, for any lawful purpose, including any purpose relating to the Reorganization Cases, tax preparation, financial reporting or the investigation, defense, litigation or final disposition of any claims that may have been or may be made by or against the Sole Member or any of its Affiliates in connection with the Company Business.

6.2 Tax Covenants

(a) The Contemplated Transactions will be treated as an "applicable asset acquisition" for federal income Tax purposes. As soon as practicable (and in any event within 30 days) after the date on which the Final Net Capital Statement has become final in accordance with Section 1.6, Purchaser will deliver to the Sole Member a statement (the "Allocation Statement"), together with all workpapers, appraisals and other documentation prepared in connection therewith, allocating an amount equal to (x) the Closing Payment Amount (as reduced by the amount of any Refund Payment made by the Sole Member), *plus* (or *minus*) (y) the amount payable (or receivable) by Purchaser pursuant to Section 1.7, *plus* (z) the liabilities of the Company and the Disregarded Subsidiaries to the extent properly taken into account under Section 1060 of the Code, among the assets of the Company and the Disregarded Subsidiaries in accordance with Section 1060 of the Code. If within 20 days after the delivery of the Allocation Statement, the Sole Member notifies Purchaser in writing that the Sole Member objects to the allocation set forth in the Allocation Statement, Purchaser and the Sole Member will use good faith efforts to resolve such dispute within 20 days. If Purchaser and the Sole Member are unable to resolve such dispute within 20 days, Purchaser and the Sole Member will jointly retain an independent accountant of nationally recognized standing reasonably satisfactory to both Purchaser and the Sole Member (the "Accounting Referee") to resolve the disputed items. Upon resolution of the disputed items by the Accounting Referee, the allocation reflected on the Allocation Statement will be adjusted to reflect such resolution. The costs, fees and expenses of the Accounting Referee will be borne one half by Purchaser and one half by the Sole Member. Purchaser and the Sole Member will revise the Allocation Statement in accordance with the procedures outlined above to the extent necessary to reflect any post-Closing payment made pursuant to or in connection with this Agreement (other than any such payment addressed in the second sentence of this Section 6.2(a)). Purchaser and the Sole Member will (i) be bound by the Allocation Statement and (ii) act in accordance with the Allocation Statement in the preparation, filing and audit of any Tax Return (including filing Form 8594 with the federal income Tax Return for the taxable year that includes the date of the Closing).

(b) Purchaser will promptly pay or cause to be paid to the Sole Member (or an Affiliate of the Sole Member specified by the Sole Member) all refunds of Taxes and interest thereon, and all other Tax benefits, realized or received by the Company or any Company Subsidiary attributable to Taxes paid with respect to any Pre-Closing Tax Period, but only to the extent such amounts were not taken into account in calculating the Included Assets Amount.

(c) Purchaser agrees with the Sole Member that all transfer, documentary, sales, use, stamp, registration and other such Taxes (including any interest, penalties, additions to tax or additional amounts imposed in respect thereof) incurred in connection with the

Contemplated Transactions (including any real property transfer Tax and any similar Tax) will be borne and paid by Purchaser, and Purchaser will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such Taxes.

(d) Purchaser, subject to complying with all applicable MLB Rules and Regulations, agrees to furnish or cause to be furnished to the Sole Member and its Affiliates, upon request, as promptly as practicable, such information (including access to books and records) and assistance relating to the Company and the Company Subsidiaries as is reasonably requested in connection with (i) the preparation and filing of any Tax Return of or with respect to the Company or any Company Subsidiary for a taxable period that ends on or prior to, or includes, the Closing Date, and/or (ii) the preparation, prosecution or defense of any audit, investigation, dispute, disagreement, examination, refund litigation, adjustment in controversy or other administrative proceeding or court proceeding relating to Taxes for any such period (each a "Tax Contest") of or with respect to the Company or any Company Subsidiary (it being understood that (x) income Taxes with respect to the Company or any Company Subsidiary include income Taxes relating to the operations of the Company or any Company Subsidiary, even though a Person other than the Company or any Company Subsidiary may be liable for such Taxes, and (y) income Tax Returns with respect to the Company or any Company Subsidiary include any income Tax Returns taking into account the operations of the Company or any Company Subsidiary). Before disposing of, altering or destroying any such books or records, Purchaser, subject to complying with all applicable MLB Rules and Regulations, will give notice to the Sole Member, to permit the Sole Member and its Affiliates, and the respective Representatives of the Sole Member and its Affiliates, an opportunity to examine, duplicate or repossess such books and records. At the Sole Member's request, Purchaser shall cooperate with the Sole Member to carry out the intent of this Section 6.2(d).

(e) The Sole Member will have, at its option, such rights as Purchaser or any of its Affiliates may have to control any Tax Contest with respect to income Taxes relating to any Flow-Through Entity for taxable periods ending on or before, or including, the Closing Date. Purchaser will provide to the Sole Member any documentation received by Purchaser or any of its Affiliates relating to any such Tax Contest within 10 days after the receipt thereof. Purchaser will provide to the Sole Member any Tax Return (including any IRS Form 1065 Schedule K-1s) and other Tax-related documentation received by Purchaser or any of its Affiliates with respect to any Flow-Through Entity for a taxable period ending on or before, or including, the Closing Date. Purchaser and the Sole Member will cooperate with each other to allocate between them in accordance with applicable law any income reported on an IRS Form 1065 Schedule K-1 for a Flow-Through Entity with respect to the taxable year of the Closing.

(f) The Sole Member will deliver to Purchaser at the Closing a properly executed affidavit prepared in accordance with Treasury Regulations Section 1.1445-2(b) certifying that the owner of the Sole Member for federal Tax purposes is not a "foreign person."

(g) Notwithstanding anything in this Agreement to the contrary, Purchaser and the Sole Member agree that the covenants in this Section 6.2 will survive until the expiration of the longest applicable statute of limitations (giving effect to any waiver or extension thereof).

6.3 Indemnified Parties; Liability Insurance

(a) From the Closing through the sixth anniversary of the Closing, Purchaser will, and will cause the Company, the Company Subsidiaries and Camelback LLC to, fulfill and honor in all respects the obligations of the Company, the Company Subsidiaries and Camelback LLC pursuant to (i) each indemnification agreement in effect between the Company, any Company Subsidiary or Camelback LLC and any Indemnified Party, and (ii) any indemnification, exculpation from liability or advancement of expenses provision set forth in the Organizational Documents of the Company, any Company Subsidiary or Camelback LLC as in effect immediately prior to the Bankruptcy Commencement Date, in each case with respect to matters arising, and actions taken or allegedly taken or omissions occurring or allegedly occurring prior to the Closing Date. From the Closing through the sixth anniversary of the Closing, Purchaser will cause the Company, the Company Subsidiaries and Camelback LLC to maintain in effect the exculpation, indemnification and advancement of expenses provisions set forth in the Organizational Documents of the Company, any Company Subsidiary and Camelback LLC as in effect immediately prior to the Bankruptcy Commencement Date, and will not permit the amendment, repeal or other modification of any such provisions in any manner that would adversely affect any of the rights thereunder of any Indemnified Party.

(b) Purchaser will indemnify and hold harmless each Indemnified Party against and from any costs, fees, expenses (including reasonable attorneys' fees and investigation expenses), judgments, fines, losses, claims, damages, liabilities or amounts paid in settlement relating directly or indirectly to any claim, lawsuit, arbitration, investigation or inquiry, whether civil, criminal, administrative or investigative, to the extent such claim, lawsuit, arbitration, investigation or inquiry arises directly or indirectly, in whole or in part, out of or pertains directly or indirectly, in whole or in part, to: (i) any action or omission or alleged action or omission in such Indemnified Party's capacity as a director, officer, employee, fiduciary or agent of (A) the Company, any Company Subsidiary, or Camelback LLC or (B) any employee benefit plan or other entity with respect to which such Indemnified Party has at any time served as a director, officer, manager, member, employee, fiduciary or agent at the request of the Company, any Company Subsidiary or Camelback LLC (regardless of whether such action or omission, or alleged action or omission, occurred prior to, at or after the Closing); (ii) any of the Contemplated Transactions; or (iii) any action taken at the request of Purchaser, the Company, any Company Subsidiary, or Camelback LLC. Notwithstanding anything to the contrary in this Section 6.3 or elsewhere in this Agreement, Purchaser agrees that it will not settle or compromise or consent to the entry of any judgment or otherwise seek termination with respect to any claim, lawsuit, arbitration, investigation or inquiry for which indemnification may be sought under this Agreement unless such settlement, compromise, consent or termination includes an unconditional release of all Indemnified Parties from all liability arising out of such claim, lawsuit, arbitration, investigation or inquiry. In addition, from and after the Closing, Purchaser will, and will cause the Company, the Company Subsidiaries and Camelback LLC to, advance, prior to the final disposition of any claim, lawsuit, arbitration, investigation or inquiry for which indemnification may be sought under this Agreement, promptly following request by an Indemnified Party therefor, all costs, fees and expenses (including reasonable attorneys' fees and investigation expenses) incurred by such Indemnified Party in connection with any such claim, lawsuit, arbitration, investigation or inquiry.

(c) From the Closing through the sixth anniversary of the Closing, Purchaser will cause to be maintained in effect, for the benefit of the Indemnified Parties, the current level and scope of liability insurance coverage as set forth in the Company's, the Company Subsidiaries' and Camelback LLC's liability insurance policies in effect immediately prior to the Bankruptcy Commencement Date with respect to matters arising, and actions taken or allegedly taken and omissions occurring or allegedly occurring, prior to the Closing Date. Purchaser may, or may cause the Company to, purchase a six-year "tail policy" on terms no less favorable in the aggregate to the Indemnified Parties as the current policies in effect immediately prior to the Bankruptcy Commencement Date with respect to matters arising, and actions taken and omissions occurring, prior to the Closing Date, and if such "tail policy" has been obtained and remains in effect, it shall be deemed to satisfy all obligations to obtain insurance pursuant to this Section 6.3(c).

(d) The rights of each Indemnified Party under this Section 6.3 will be in addition to, and not in limitation of, any other rights such Indemnified Party may have under the Organizational Documents of the Company, any Company Subsidiary or Camelback LLC, under any other indemnification arrangement or otherwise. This Section 6.3 will survive the Closing, and is intended to benefit, and may be enforced by, the Indemnified Parties and their respective heirs, executors, estates, personal representatives, successors and assigns, and will be binding on all successors and assigns of Purchaser, the Company, the Company Subsidiaries and Camelback LLC. In the event of any merger, consolidation or other similar transaction involving Purchaser, the Company, any Company Subsidiary or Camelback LLC, or in the event of any sale or other disposition by Purchaser or the Company of all or substantially all of its assets, Purchaser will ensure that proper provisions will be made so that the successors to and assigns of such surviving entity will expressly assume all of the obligations of Purchaser, the Company, the Company Subsidiaries and Camelback LLC under this Section 6.3.

(e) For purposes of this Agreement, each individual who at any time prior to the Closing was a director, officer, manager, member, employee, fiduciary or agent of (i) the Company, any Company Subsidiary or Camelback LLC or (ii) any employee benefit plan maintained by, or for the benefit of any employees of, the Company, any Company Subsidiary or Camelback LLC will, in such capacity only, be deemed to be an "Indemnified Party." Each Indemnified Party is expressly intended as a third party beneficiary of Purchaser's covenants in this Section 6.3.

(f) Purchaser expressly agrees that the Sole Member may seek to enforce Purchaser's compliance with the provisions of this Section 6.3 for the benefit of any Indemnified Party (or beneficiary or dependent thereof) even if neither the Sole Member nor any of its Affiliates has suffered any damages as a result of Purchaser's failure to comply with such provisions.

6.4 Non-Disparagement

(a) From and after the date of this Agreement (both before and after the Closing or termination of this Agreement), and except as necessary to make statements in court or arbitration proceedings, Purchaser will not, and will cause its Affiliates not to, directly or

indirectly, alone or in connection with any Person, (i) engage in any conduct or make any statement, whether in commercial or noncommercial speech, that disparages, criticizes or is injurious to the reputation of (A) Frank McCourt or any members of his immediate family, or (B) the Company and the Company Subsidiaries (with respect to the period prior to the Closing) (each Person referred to in clause "(A)," and "(B)" above being referred to as a "McCourt Associate"), (ii) induce or encourage any other Person to disparage any McCourt Associate, or (iii) make or cause to be made any statement that is critical of or otherwise maligns the business, goodwill or personal or professional reputation of any McCourt Associate.

(b) From and after the date of this Agreement (both before and after the Closing or termination of this Agreement), and except as necessary to make statements in court or arbitration proceedings, the Sole Member will not, and will cause its Affiliates not to, directly or indirectly, alone or in connection with any Person, (i) engage in any conduct or make any statement, whether in commercial or noncommercial speech, that disparages, criticizes or is injurious to the reputation of Purchaser or any Affiliate of Purchaser , (ii) induce or encourage any other Person to disparage Purchaser or any Affiliate of Purchaser, or (iii) make or cause to be made any statement that is critical of or otherwise maligns the business, goodwill or personal or professional reputation of Purchaser or any Affiliate of Purchaser.

6.5 Publicity. From and after the date of this Agreement (both before and after the Closing or termination of this Agreement), Purchaser will consult with the Company and the Sole Member before issuing any press release or making any public statement with respect to this Agreement or any of the Contemplated Transactions and, except as may be required by any statute or governmental regulation or the MLB Rules and Regulations, will not issue any such press release or make any such public statement prior to such consultation. Notwithstanding anything to the contrary in this Section 6.5, Purchaser will, and will cause its Affiliates to, at all times comply with Section 4.5(a).

6.6 Further Assurances. From and after the date of this Agreement (both before and after the Closing or termination of this Agreement), Purchaser will, for the benefit of the Company and the Sole Member, cause to be executed and delivered such other documents or agreements and to take such other actions as may be reasonably necessary or desirable for the implementation of the Transaction Documents and the consummation of the Contemplated Transactions.

6.7 Third Party Beneficiaries. The Sole Member is expressly intended as a third party beneficiary of Purchaser's covenants in this Section 6.

6.8 Officer and Director Resignations

(a) The Sole Member will use commercially reasonable efforts to secure resignations of Frank McCourt and Jeff Ingram as officers and directors of the Company and each Company Subsidiary (including Camelback LLC) on the Closing Date or as soon after the Closing Date as reasonably practicable.

(b) After the Closing, commencing on a date to be designated by Purchaser after the Closing, the Sole Member will use commercially reasonable efforts to secure resignations of the persons who were officers and directors of Dodgers Dream Foundation as of the Closing Date.

6.9 **Cooperation.** If the Closing does not occur by April 30, 2012, then (i) the Company and Purchaser in good faith shall cooperate and work with each other and with the Bankruptcy Court, and, if ordered by the Bankruptcy Court, the Arbitrator, to determine a mutually acceptable solution to consummate the Contemplated Transactions as soon thereafter as possible, and the Company and Purchaser shall use their best efforts to effect that solution, and (ii) if, despite their best efforts to effect that solution in accordance with clause (i), the Company and Purchaser are still not able to consummate the Contemplated Transactions, then, except as the Company and Purchaser may otherwise agree, the Company and Purchaser in good faith shall cooperate and work with each other and with the Bankruptcy Court, and, if ordered by the Bankruptcy Court, the Arbitrator, to determine a mutually acceptable solution to terminate this Agreement.

6.10 [redacted]

7. CONDITIONS TO CLOSING

7.1 **Conditions to the Obligations of the Parties.** The obligations of Purchaser and the Company to consummate the purchase and sale of the New Interests and the other Contemplated Transactions are subject to the satisfaction (or waiver by Purchaser and the Company, except as otherwise provided in Section 7.1(c)) at or prior to the Closing of each of the following conditions:

(a) the Bankruptcy Court must have entered the Confirmation Order, in form and substance reasonably satisfactory to Purchaser, the Company and the Subsidiary Debtors as provided in the Plan of Reorganization;

(b) the Confirmation Order must have become a Final Order;

(c) the conditions precedent to the effectiveness of the Plan of Reorganization as set forth in Section 8.1 thereof must have been satisfied (or waived by the Company and the Subsidiary Debtors in accordance with Section 8.2 of the Plan of Reorganization), and the Effective Date of the Plan of Reorganization must have occurred;

(d) any applicable waiting period under the HSR Act relating to the Contemplated Transactions must have expired or been terminated;

(e) there must not be any order, injunction or decree issued by any court of competent jurisdiction or other governmental authority that restrains, enjoins or otherwise prohibits the consummation of the purchase or sale of the New Interests; and

(f) all remaining MLB Approvals with respect to the Contemplated Transactions, if any, must have been received by the Parties on or prior to the Closing Date, including any MLB Approval necessary for (i) the transfer of all of the New Interests to Purchaser, (ii) the designation of Mark R. Walter as the MLB Control Person with respect to the Club and [redacted], and such MLB Approvals must not be subject to the satisfaction of any material condition, other than any such condition that has been satisfied or that has been agreed to or approved in concept by Purchaser or any of Purchaser's Affiliates.

7.2 Additional Conditions to the Obligation of Purchaser. The obligation of Purchaser to consummate the purchase of the New Interests is subject to the satisfaction (or waiver by Purchaser) at or prior to the Closing of the following conditions (in addition to the conditions set forth in Section 7.1):

(a) the representations and warranties of the Company in Section 2 must be accurate as of the date of this Agreement, except where any inaccuracies in such representations and warranties have not had a material adverse effect on the Company Business, and the Company must have delivered to Purchaser a certificate signed by the Company, to the best of the Company's Knowledge, to that effect;

(b) there must not have been a material adverse change in the Company Business after the date of this Agreement that remains in effect and that resulted directly from a material breach by the Company of its covenants in Section 4.1; and

(c) the Company must have delivered, or caused to be delivered, to Purchaser all documents in Section 1.3(b) required to be delivered (or caused to be delivered) by the Company.

7.3 Additional Conditions to the Obligation of the Company. The obligation of the Company to consummate the issuance and sale of the New Interests is subject to the satisfaction (or waiver by the Company) at or prior to the Closing of the following condition (in addition to the conditions set forth in Section 7.1):

(a) the representations and warranties of Purchaser in Section 3 must be accurate as of the date of this Agreement, except where any inaccuracies in such representations and warranties have not had a material adverse effect on the benefits expected to be derived by the Sole Member, its Affiliates and the Seller Affiliates from the Contemplated Transactions, and Purchaser must have delivered to the Company and the Sole Member a certificate signed by Purchaser, to the best of the Purchaser's knowledge, to that effect;

(b) Purchaser must have delivered, or caused to be delivered, to the Company the applicable Purchaser Documents and all other documents in Section 1.3(b) required to be delivered (or caused to be delivered) by Purchaser; and

(c) no Person has commenced any lawsuit or arbitration or other proceeding seeking to restrain, enjoin, rescind or otherwise prohibit or challenge the consummation of any of the Contemplated Transactions, or seeking the recovery of material damages in connection with any of the Contemplated Transactions, that the Sole Member reasonably determines, after consultation with outside counsel, would more likely than not result in a material loss for the Sole Member and its Affiliates taken as a whole (it being understood that if there is a dispute over whether the condition in this Section 7.3(c) has been satisfied, the Parties will work together to seek a prompt determination from the Arbitrator, in accordance with Section 9.12, as to whether such lawsuit or arbitration or other proceeding is more likely than not to result in a material loss for the Sole Member and its Affiliates taken as a whole).

7.4 Frustration of Closing Conditions. Neither the Company nor Purchaser may rely on the failure of any condition set forth in Section 7.1, Section 7.2 or Section 7.3, as the case may be, if such failure was caused by such Party's failure to comply with any provision of this Agreement.

8. TERMINATION

8.1 Termination. This Agreement may be terminated and the Contemplated Transactions abandoned at any time prior to the Closing:

(a) by express written agreement of the Company and Purchaser;

(b) by the Company if there has been a material breach by Purchaser of any representation, warranty or covenant in this Agreement and such material breach cannot be cured by the End Date or, if capable of being cured by the End Date, has not been cured by the earlier of the End Date or three Business Days following delivery by the Company of written notice of such breach to Purchaser;

(c) by Purchaser if (i) there has been a material breach by the Company of any representation, warranty or covenant in this Agreement such that the conditions set forth in

Section 7.2 would not be satisfied and (ii) such material breach cannot be cured by the End Date or, if capable of being cured by the End Date, has not been cured by the earlier of the End Date or three Business Days following delivery by Purchaser of written notice of such breach to the Company;

(d) by either the Company or Purchaser if (i) the Bankruptcy Court issues an order stating that the Plan of Reorganization is not confirmed, (ii) a non-appealable order is entered by the Bankruptcy Court dismissing the Reorganization Cases, or (iii) any other court of competent jurisdiction or United States governmental authority issues any other Final Order that has the effect of permanently restraining, enjoining or otherwise prohibiting the purchase or sale of the New Interests; provided, however, that a Party will not be entitled to terminate this Agreement pursuant to this Section 8.1(d) if the occurrence of any event referred to in clause "(i)," "(ii)" or "(iii)" above results primarily from the failure of such Party to comply with any of its obligations under this Agreement;

(e) by either the Company or Purchaser, if the Closing has not occurred on or prior to April 30, 2012 or the date, if any, determined by the Parties and the Bankruptcy Court (and/or the Arbitrator) pursuant to Section 6.10 (the "End Date"); provided, however, that (i) a Party will not be entitled to terminate this Agreement pursuant to this Section 8.1(e) if the failure of the Closing to occur on or prior to the End Date results primarily from the failure of such Party to comply with any of its obligations under this Agreement, and (ii) neither Party will have the right to terminate this Agreement pursuant to this Section 8.1(e) during the pendency of any lawsuit brought by the other Party for specific performance of this Agreement; and

(f) by the Company, if Purchaser has failed to cause a fully completed Notification and Report Form under the HSR Act to be filed on or before March 30, 2012 in accordance with Section 4.2(b).

8.2 Effect of Termination

(a) To terminate this Agreement pursuant to Section 8.1(b), (c), (d), or (e), the terminating Party must deliver a written termination notice to the other Party specifying the provision hereof pursuant to which such termination is made.

(b) Upon the termination of this Agreement in accordance with Section 8.1, this Agreement will become null and void and of no further force and effect, other than the provisions of this Section 8, Section 4.5 (Confidentiality), Section 6.4 (Non-Disparagement), Section 6.5 (Publicity), Section 9 (Miscellaneous Provisions) and Exhibit A (Definitions), all of which will survive termination of this Agreement and remain in full force and effect (it being further understood that the Company will retain all rights and remedies against Purchaser relating to any breach by Purchaser of any of its representations, warranties or covenants in this Agreement, including, in the case of a breach by Purchaser of its obligation to consummate any of the Contemplated Transactions, specific performance of this Agreement pursuant to Section 9.14 and recovery of monetary damages relating to the loss of the consideration that would otherwise have been payable by Purchaser).

(c) The Confidentiality Agreement will not be affected by a termination of this Agreement and will survive any such termination and remain enforceable in accordance with its terms.

(d) Without limiting the generality of the foregoing, if (i) this Agreement is terminated pursuant to Section 8.1(d) and the occurrence of any event referred to in clause "(i)," "(ii)" or "(iii)" of Section 8.1(d) resulted primarily from the failure of Purchaser to comply with any of its obligations under this Agreement, (ii) this Agreement is terminated pursuant to Section 8.1(e) and the failure of the Closing to occur by the End Date resulted primarily from the failure of Purchaser to comply with any of its obligations under this Agreement or (iii) this Agreement is terminated pursuant to Section 8.1(b), then (without limiting any other rights or remedies exercisable by the Company or the Sole Member) the Deposit Amount will be released and paid to the Company in accordance with the Deposit Escrow Agreement free of any restrictions or any rights or claims of Purchaser or any other Person. If this Agreement is terminated other than as set forth in the preceding sentence, the Deposit Amount will be released and returned to Purchaser in accordance with the Deposit Escrow Agreement.

(e) Purchaser and the Company acknowledge and agree that the agreements in this Section 8 are an integral part of the Contemplated Transactions and that the Parties would not have entered into this Agreement without such provisions. The Company's rights and remedies in this Section 8 are in addition to any other rights and remedies that the Company may have under this Agreement or to which it is entitled at law or in equity, and nothing in this Agreement will prevent the enforcement of the remedy of specific performance set forth in Section 9.14 in lieu of termination of this Agreement.

9. MISCELLANEOUS PROVISIONS

9.1 Amendments and Waivers. This Agreement may be amended, modified, superseded or canceled, and any of the terms, representations, warranties, covenants or conditions hereof may be waived, only by an instrument in writing signed by each of the Parties or, in the case of a waiver, by or on behalf of the Party waiving compliance; provided, however, that after the Closing, any amendment, modification, supersession or cancelation of this Agreement, and any waiver of any term, representation, warranty, covenant or condition hereof, will require the written approval of the Sole Member. No course of dealing between the Parties will be construed to amend or waive any provision of this Agreement.

9.2 Post-Closing Survival of Representations, Warranties and Covenants of the Company. The representations and warranties made by the Company in this Agreement or any related certificate will survive the Closing only to the extent necessary to allow Purchaser to exercise its rights under Section 1.4 and Section 1.5, and all liabilities of the Company and all remedies exercisable by Purchaser with respect to such representations and warranties will be as expressly provided in Section 1.4. The covenants of the Company to Purchaser in this Agreement will terminate at the Closing, and all liabilities of the Company and all remedies exercisable by Purchaser with respect to such covenants will terminate at the Closing except as otherwise expressly provided in Section 1.4.

9.3 Entire Agreement

(a) The Transaction Documents and the Confidentiality Agreement constitute the entire agreement, and supersede all prior agreements and understandings (both written and oral), between the Parties (or between Purchaser and the Sole Member, where applicable) with respect to the subject matter thereof, and the Parties agree to define their rights, liabilities and obligations with respect to the Contemplated Transactions exclusively in contract pursuant to the express terms and provisions of the Transaction Documents and the Confidentiality Agreement.

(b) Without limiting the generality of the foregoing, Purchaser acknowledges, agrees, represents and warrants that:

(i) none of the Company, the Company Associates, the Sole Member and the Sole Member Associates has made or is making any representations or warranties whatsoever, express or implied, regarding the subject matter of this Agreement or any of the other Transaction Documents or any certificate related thereto, except as expressly provided in Section 2, and Purchaser is not relying and has not relied on any representations or warranties whatsoever, express or implied, regarding the subject matter of this Agreement or any of the other Transaction Documents or any certificate related thereto, except as expressly provided in Section 2;

(ii) none of the Company, the Company Associates, the Sole Member, the Sole Member Associates, MLB and the MLB Representatives has made or is making any representations or warranties whatsoever, express or implied, regarding (i) the Confidential Information Memorandum or the Media Information Memorandum or (ii) any projections, estimates or budgets discussed with or delivered to Purchaser, any of Purchaser's Affiliates, any Representative of Purchaser or any of Purchaser's Affiliates, or any other Person regarding the future revenues, future results of operations (or any component thereof), future cash flows or future financial condition (or any component thereof) of the Company, any Company Subsidiary or Camelback LLC, or the future business or operations of the Company, any Company Subsidiary or Camelback LLC (collectively, the "Evaluation Materials"); and

(iii) with respect to the Evaluation Materials and any additional materials independently developed by Purchaser, any of its Affiliates or any of the respective Representatives of Purchaser or its Affiliates with reference to the Evaluation Materials, Purchaser and its Affiliates, and the respective Representatives of Purchaser and its Affiliates, (A) understand that there are uncertainties inherent in attempting to make projections, estimates, budgets and forecasts, (B) are familiar with such uncertainties, (C) are not acting and have not acted in reliance on the Evaluation Materials or any such additional materials, and (D) will not have any claim against the Company, any of the Company Associates, the Sole Member, any of the Sole Member Associates, MLB or any of the MLB Representatives with respect to the Evaluation Materials or any such additional materials.

9.4 Assignment. Neither this Agreement nor any of the rights and obligations of Purchaser under this Agreement may be assigned by Purchaser without (a) the prior written

consent of the Company and the Sole Member and (b) Purchaser having obtained all necessary MLB Approvals in accordance with the MLB Settlement in advance of any such assignment. Any attempted assignment by Purchaser of any such rights or obligations in violation of this Section 9.4 will be null and void. Subject to the first sentence of this Section 9.4, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

9.5 No Third Party Beneficiaries. Except as otherwise provided in Section 5, Section 6, Section 9.10, Section 9.12 and Section 9.14, this Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein expressed or implied will give or be construed to give to any Person, other than the Parties and such successors and assigns, any legal or equitable rights hereunder.

9.6 Expenses. Except as otherwise provided in this Agreement, each Party will bear and pay its own legal, accounting and other fees and expenses incurred in connection with Purchaser's due diligence investigation of the Company Business, in connection with the negotiation, preparation, execution and delivery of the Transaction Documents and all documents and instruments executed pursuant thereto and in connection with the consummation of the Contemplated Transactions, and will bear and pay any other costs and expenses incurred by such Party. Without limiting the generality of the foregoing, subject to the terms of this Agreement (including provisions for Covered Claims), (a) Purchaser will be solely responsible for all filing fees in connection with the filings required by the HSR Act, and (b) Purchaser will be solely responsible for any costs and expenses incurred by MLB in connection with the consummation of the Contemplated Transactions, including the Purchaser-Related MLB Incurred Expenses (whether determined or invoiced by MLB prior to or after the Closing). At the Closing, Purchaser will pay to the Office of the Commissioner all Purchaser-Related MLB Incurred Expenses that MLB has notified the Parties have been incurred by MLB prior to the Closing.

9.7 Notices. All notices, requests, permissions, waivers and other communications hereunder must be in writing and will be deemed to have been duly given (a) five Business Days following sending by registered or certified mail, postage prepaid, (b) when delivered, if delivered personally to the intended recipient, and (c) one Business Day following sending by overnight delivery via a national courier service and, in each case, addressed to the applicable Person at the following address for such Person:

a) if to the Company prior to the Closing,

Los Angeles Dodgers LLC
1000 Elysian Park Avenue
Los Angeles, California 90012
Attention: Santiago Fernandez
Senior Vice President and General
Counsel
Facsimile: (323) 224-1555

with copies to (which will not constitute notice):

Dewey & LeBoeuf LLP
333 South Grand Avenue
Suite 2600
Los Angeles, California 90071
Attention: Bruce Bennett
Facsimile: (213) 473-2021

b) if to Purchaser,

Guggenheim Baseball Management, L.P.
c/o Guggenheim Partners, LLC
135 East 57th Street
New York, New York 10022
Attention: Anthony D. Minella
Senior Managing Director
Facsimile: (212) 644-8107

with copies to (which will not constitute notice):

Foley & Lardner LLP
3000 K Street N.W.
Suite 600
Washington, DC 20007
Attention: Irwin P. Raij
Facsimile: (202) 672-5399

and

Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202
Attention: Kevin R. Schulz
Facsimile: (414) 297-4900

c) if to Sole Member,

LA Partners LLC
c/o The McCourt Company, Inc.
9420 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212
Attention: Jeff Ingram
Facsimile: (310) 746-4211

with copies to (which will not constitute notice):

Dewey & LeBoeuf LLP
333 South Grand Avenue
Suite 2600
Los Angeles, California 90071
Attention: Bruce Bennett
Facsimile: (213) 473-2021

Each Person named above may change its address for receipt of notices by giving the other Persons notice of the new address in accordance with the provisions of this Section 9.7.

9.8 Counterparts. This Agreement may be executed and delivered (including by facsimile, Portable Document Format (PDF) or other form of electronic transmission) in one or more counterparts, and by the Parties in separate counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

9.9 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making such determination will have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement will be enforceable as so modified.

9.10 Non-Recourse. All claims or causes of action (whether in contract or in tort, in law or in equity) of Purchaser that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, may be made only against the Company (or, to the extent expressly provided in the Joinder Agreement, against the Sole Member). None of the Company Associates, the Sole Member (except to the extent expressly provided in the Joinder Agreement) and the Sole Member Associates will have any liability (whether in contract or in tort, in law or in equity, or based upon any theory that seeks to impose liability of an entity against its owners or Affiliates) for any obligations or liabilities arising under, in connection with or related to this Agreement or for any claim based on, in respect of or by reason of the Contemplated Transactions, including any alleged non-disclosure or misrepresentations made by any such Person. Purchaser waives and releases all rights, liabilities, claims and obligations against such Persons.

9.11 Governing Law. This Agreement, the negotiation, execution or performance of this Agreement and any disputes arising under or related hereto (whether for breach of contract, tortious conduct or otherwise) will be governed and construed in accordance with the laws of the State of Delaware, without reference to its conflicts of law principles.

9.12 Enforcement; Arbitration

(a) Except for claims for specific performance (which may be pursued in federal or state court or by arbitration), any dispute, controversy or claim arising from, relating to or in connection with this Agreement (including any breach of a representation, warranty or covenant in this Agreement), or the termination or validity of this Agreement, will be resolved solely in arbitration in accordance with the rules set forth under Section 9.12(g), except as may be modified herein or by mutual agreement of the Parties. The arbitration will be presided over by one arbitrator, whom Purchaser, the Company and the Sole Member agree will be The Honorable Joseph J. Farnan, Jr. (Ret.); provided, however, that if The Honorable Joseph J. Farnan, Jr. (Ret.) is not available or ceases to be available to act as arbitrator, an alternate arbitrator to be identified by The Honorable Joseph J. Farnan , Jr. (Ret.) shall so serve in his place and if such alternate arbitrator is not available or ceases to be available to act as an arbitrator, a replacement arbitrator who is mutually agreeable to Purchaser, the Company and the Sole Member will serve as arbitrator (the arbitrator presiding over the arbitration, the "Arbitrator"). The arbitration will take place in Los Angeles, California or such other location as Purchaser, the Company, the Sole Member and the Arbitrator may agree.

(b) Purchaser, the Company and the Sole Member agree that: (i) except as provided in Section 9.12(f), they are waiving and relinquishing the right to bring any dispute arising under or related in any way to this Agreement or the Contemplated Transactions before a court of any state or the United States; (ii) they are waiving any right to have such dispute decided by a jury; and (iii) they are also waiving any right to argue that the forum for the arbitration is an inconvenient one. Purchaser, the Company and the Sole Member intend that this Section 9.12 be interpreted as broadly as possible, and in favor of prompt and binding arbitration.

(c) Purchaser, the Company and the Sole Member agree that each arbitral award (an "Award") will (i) be written, (ii) state the reasons for the Award, and (iii) be the sole and exclusive binding remedy with respect to the dispute in question. Purchaser, the Company and the Sole Member acknowledge and agree that (w) time is of the essence, (x) they will not seek to vary the timing provisions of the rules set forth in Section 9.12(g), (y) judgment on an Award may be entered in any court having jurisdiction thereof and (z) all Awards of the Arbitrator will be final, non-appealable and binding.

(d) Purchaser, the Company and the Sole Member agree that the Arbitrator will have the authority to grant any equitable or legal remedies that would be available in any judicial proceeding, including specific performance as provided in Section 9.14 (it being understood that this Section 9.1(d) will not limit in any way Purchaser's, the Company's or the Sole Member's rights under Section 9.14 to pursue, at their sole discretion and at any time (including after commencement of arbitration), claims for specific performance in federal or state court).

(e) Except as provided in Section 1.4(e) and Section 1.6(f)(ii), each of Purchaser, the Company and the Sole Member will bear and pay its own legal fees and costs in connection with the arbitration; provided, however, that Purchaser and its Affiliates (including the Company following the Closing), on the one hand, and the Sole Member and its Affiliates

(including the Company prior to the Closing), on the other hand, will pay one-half of any filing fees, fees and expenses of the Arbitrator or other similar costs incurred by them in connection with the prosecution of the arbitration.

(f) Notwithstanding the other provisions of this Section 9.12, each of Purchaser, the Company and the Sole Member will be entitled to obtain interim or provisional relief solely in the Bankruptcy Court so long as the Reorganization Cases are pending or, if the Bankruptcy Court lacks subject matter jurisdiction, solely in any Federal court located in the State of Delaware or, if no Federal court located in the State of Delaware has subject matter jurisdiction, solely in the Delaware Court of Chancery to (i) protect the rights or property of such Party, (ii) maintain the status quo until such time as the arbitration award is rendered or the controversy is otherwise resolved, or (iii) prevent breaches of this Agreement. By doing so, such Party does not waive any right or remedy under this Agreement. Further, if the Honorable Joseph J. Farnan, Jr. (Ret.) is not available or ceases to be available to act as an arbitrator, and an alternate arbitrator to be identified by The Honorable Joseph J. Farnan , Jr. (Ret.) is not available to ceases to be available to act as an arbitrator, and the Company, Purchaser and the Sole Member are unable to agree upon a replacement arbitrator within five Business Days, then any dispute, controversy or claim arising from, relating to or in connection with this Agreement (including any breach of a representation, warranty or covenant in this Agreement) or the Contemplated Transactions, or the termination or validity of this Agreement, will be resolved solely in the Bankruptcy Court so long as the Reorganization Cases are pending or, if the Bankruptcy Court lacks subject matter jurisdiction, solely in any Federal court located in the State of Delaware or, if no Federal court located in the State of Delaware has subject matter jurisdiction, solely in the Delaware Court of Chancery. For the foregoing purposes, each of Purchaser, the Company and the Sole Member (x) irrevocably submits itself to the personal and exclusive jurisdiction of the Bankruptcy Court, any Federal court located in the State of Delaware or the Delaware Court of Chancery in any proceeding seeking such relief and (y) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court. If Purchaser, the Company or the Sole Member seeks to obtain interim or provisional relief in accordance with this Section 9.12(f), each of Purchaser, the Company and the Sole Member agrees (A) to submit itself to the personal jurisdiction of the Arbitrator, the Bankruptcy Court, the Federal courts located in the State of Delaware and the Delaware Court of Chancery, as the case may be, in connection with proceedings pursuant to this Section 9.12, (B) that all claims in respect of such action or proceeding may be heard and determined in such court, (C) that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from such court, and (D) not to bring any action or proceeding arising from or relating to this Agreement or any of the Contemplated Transactions in any other court. Each Party waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any of Purchaser, the Company or the Sole Member may make service on another Party by sending or delivering a copy of the process to the Party to be served at the address and in the manner provided for the giving of notices in Section 9.7. Nothing in this Section 9.12, however, will affect the right of Purchaser, the Company or the Sole Member to serve legal process in any other manner permitted by law.

(g) The following rules shall govern any arbitration under this Agreement:

(i) With respect to any dispute that, if not arbitrated and resolved prior to the Closing, would in the opinion of the Arbitrator prevent the Closing from occurring on or before the Closing Date, then in such case, the Arbitrator shall be authorized in his sole discretion to determine the rules that will apply in order to enable the Arbitrator to issue an Award so that the Closing can occur prior to the Closing Date;

(h) With respect to any other dispute subject to arbitration that does not require arbitration and resolution prior to the Closing, and that is submitted in writing to arbitration by one or both of the Parties or the Sole Member, the following Commercial Arbitration Rules of the American Arbitration Association will apply (it being understood and agreed that any references to the American Arbitration Association under its Commercial Arbitration Rules will be deemed to refer to the Arbitrator):

(i) R-5 (Initiation Under a Submission);

(ii) R-7(a) (Jurisdiction);

(iii) R-20 (Preliminary Hearing), provided that the Arbitrator may in his sole discretion consider, without limitation, the matters set forth in L-3 (Preliminary Hearing);

(iv) R-21(a) and R-21(c) (Exchange of Information);

(v) R-23 (Attendance at Hearings);

(vi) R-24 (Representation);

(vii) R-31 (Evidence);

(viii) R-35 (Closing of Hearing);

(ix) R-36 (Reopening of Hearing);

(x) R-37 (Waiver of Rules);

(xi) R-38 (Extensions of Time);

(xii) R-39 (Serving of Notice), provided that under R-38(b), notice may also be provided by electronic mail;

(xiii) R-48 (Applications to Court and Exclusion of Liability);

(xiv) R-50 (Expenses);

(xv) R-51 (Neutral Arbitrator’s Compensation);

(xvi) E-5 (Exchange of Exhibits);

(xvii) E-7 (Date, Time, and Place of Hearing), provided that the location of the hearing shall be in accordance with Section 9.12(a) of this Agreement, and that the hearing shall take place within 30 days of the date when the dispute is submitted in writing to the Arbitrator;

(xviii) E-8 (The Hearing); and

(xix) E-9 (Time of Award).

(i) The Sole Member is expressly intended as a third party beneficiary of this Section 9.12.

9.13 Waiver of Jury Trial. Each Party hereby knowingly, voluntarily and intentionally waives to the fullest extent permitted by law any right such Party may have to trial by jury in respect of any proceeding, litigation or counterclaim based on, or arising from, under or in connection with, this Agreement or any course of conduct, course of dealing, statement (whether oral or written) or action of any Party. If the subject matter of any lawsuit is one in which the waiver of jury trial is prohibited, no Party will present as a non-compulsory counterclaim in any such lawsuit any claim based on, or arising from, under or in connection with, this Agreement. Furthermore, no Party will seek to consolidate any such action in which a jury trial cannot be waived.

9.14 Specific Performance. Each Party acknowledges and agrees that irreparable damage for which monetary damages, even if available, would not be an adequate remedy, would occur if the other Party does not perform its obligations under this Agreement (including failing to take such actions as are required of it under this Agreement to consummate the Contemplated Transactions) in accordance with its specified terms or otherwise breaches any of such provisions. Each Party acknowledges and agrees that, in addition to any other remedy that the other Party may have at law or in equity, if there is any breach or threatened breach by such Party of any covenant in this Agreement, the other Party will be entitled to obtain: (a) a decree or order of specific performance to enforce specifically the observance and performance of such covenant; and (b) an injunction restraining such breach or threatened breach. Each Party hereby further acknowledges and agrees that prior to the Closing, the other Party will be entitled to a decree or order of specific performance: (i) where the Company is entitled to specific performance, to enforce specifically the terms and provisions of, and to prevent or cure breaches by Purchaser of, Section 4.3; and (ii) to cause such Party to consummate the Contemplated Transactions, including to effect the Closing in accordance with Section 1.3, on the terms and subject to the conditions set forth in this Agreement if (with respect to this clause "(ii)") each of the conditions in Section 7 has been satisfied or waived. Each Party agrees not to assert that a remedy of specific performance is unenforceable, invalid, contrary to law or inequitable for any reason, and not to assert that a remedy of monetary damages would provide an adequate remedy or that the other Party otherwise has an adequate remedy at law. Each Party acknowledges and agrees that, if the other Party seeks an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the terms and provisions of this Agreement in accordance with this Section 9.14, then the other Party will not be required to provide any bond or other security in connection with any such order or injunction. Notwithstanding anything in this Agreement to the contrary, if

this Agreement is terminated, the election to pursue specific performance or an injunction thereafter will not be available to either Party, except only to the extent that such Party is seeking to enforce the obligation of the other Party to make a payment due under Section 8.2 as a result of such termination. Except as otherwise provided in this Agreement, the remedies available to each Party pursuant to this Section 9.14 will be in addition to any other remedy to which such Party is entitled at law or in equity. The Sole Member is expressly intended as a third party beneficiary of this Section 9.14.

9.15 Certain Limitations. For purposes of Section 1.4(b) and the other provisions of this Agreement (regardless as to whether the Closing occurs or this Agreement is terminated), no representation or warranty made by the Company will be deemed to have been breached if Purchaser or any of its Affiliates, or any Representative of Purchaser or any of Purchaser's Affiliates, had knowledge, on or prior to the date of this Agreement, of the breach of such representation or warranty, or of any facts or circumstances constituting or resulting in such breach.

9.16 Disclosure Schedule. The Disclosure Schedule has been arranged, for purposes of convenience only, in separate sections and subsections corresponding to the sections and subsections of Section 2 and Section 4. Any information set forth in any section or subsection of the Disclosure Schedule will be deemed to be disclosed and incorporated by reference in each of the other sections and subsections of the Disclosure Schedule as though fully set forth in such other sections and subsections (whether or not specific cross-references are made). No reference to or disclosure of any item or other matter in the Disclosure Schedule will be construed as an admission or indication that such item or other matter is material or that such item or other matter is required to be referred to or disclosed in the Disclosure Schedule. The information set forth in the Disclosure Schedule is disclosed solely for the purposes of this Agreement, and no information set forth therein will be deemed to be an admission by any Party to any third party of any matter whatsoever, including any violation of law or breach of any contract. For purposes of this Agreement, no statement or other item of information set forth in the Disclosure Schedule is intended to constitute, or will be construed as constituting, a representation or warranty of the Company or any other Person.

9.17 Construction. When a reference is made in this Agreement to a Section, Exhibit or Schedule (including the Disclosure Schedule), such reference is to a Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement. As used in this Agreement, (a) the words "include," "includes" or "including" will be deemed to be followed by the words "without limitation," (b) the words "hereof," "herein," "hereunder" and "hereto" and words of similar import refer to this Agreement as a whole (including any Exhibits and Schedules hereto) and not to any particular provision of this Agreement, (c) all references to any period of days are to the relevant number of calendar days unless otherwise specified, and (d) all references to dollars or $ are references to United States dollars. All terms defined in this Agreement will have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. The

Parties have participated jointly in the negotiating and drafting of this Agreement and, if an ambiguity or question of intent exists or arises, then this Agreement will be construed as jointly drafted by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement. All references to a document or item of information having been "Made Available" will be deemed to include (i) the making available of such document or item of information to Purchaser's counsel, to Purchaser's legal or financial advisor or to any other Representative of Purchaser, and (ii) the posting of such document or item of information in an electronic dataroom.

9.18 Fulfillment of Obligations. Any obligation of any Party to any other Party under this Agreement or any of the other agreements referred to herein, which obligation is performed, satisfied or fulfilled completely by an Affiliate of such Party, will be deemed to have been performed, satisfied or fulfilled by such Party.

9.19 MLB Settlement Agreement. Notwithstanding any provision in this Agreement to the contrary, if any term or provision of this Agreement conflicts with any term or provision of the MLB Settlement Agreement, then the terms and provisions of the MLB Settlement Agreement will be controlling.

[Remainder of page intentionally left blank]

The Parties have caused this Agreement to be executed and delivered as of the date first written above.

LA HOLDCO LLC

By:_____
Name:
Title:

GUGGENHEIM BASEBALL MANAGEMENT, L.P.

By:_____
Name:
Title:

EXHIBIT A

CERTAIN DEFINITIONS

For purposes of the Agreement (including this Exhibit A and the Disclosure Schedule):

Accounting Referee. "Accounting Referee" has the meaning set forth in Section 6.2(a).

Affiliate. A Person will be deemed to be an "Affiliate" of another Person if such Person directly or indirectly controls, is directly or indirectly controlled by or is directly or indirectly under common control with such other Person. For purposes of this definition, the term "control" (including the correlative terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (it being understood that Camelback LLC is deemed to be an Affiliate of the Company). The Company, the Company Subsidiaries and Camelback LLC will be Affiliates of Purchaser after the Closing.

Agreement. "Agreement" means the LLC Interest Purchase Agreement to which this Exhibit A is attached (including the Disclosure Schedule and Exhibits), as it may be amended from time to time.

Allocation Statement. "Allocation Statement" has the meaning set forth in Section 6.2(a).

Alternative Financing. "Alternative Financing" has the meaning set forth in Section 4.3(d).

Arbitrator. "Arbitrator" has the meaning set forth in Section 9.12(a).

Audited Financial Statements. "Audited Financial Statements" has the meaning set forth in Section 2.9(a).

Award. "Award" has the meaning set forth in Section 9.12(c).

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

Bankruptcy Commencement Date. "Bankruptcy Commencement Date" means June 27, 2011, the date on which the Reorganization Cases were commenced in the Bankruptcy Court.

Bankruptcy Court. "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.

Bankruptcy Rules. "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.

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

Camelback LLC. "Camelback LLC" means Camelback Spring Training LLC, a Delaware limited liability company.

CCR. "CCR" means the Declaration of Covenants, Conditions, Restrictions and Easements for Chavez Ravine between Blue Landco LLC, LA Real Estate LLC and another Person in the form of Exhibit E attached hereto.

Closing. "Closing" has the meaning set forth in Section 1.3(a).

Closing Conditions Satisfaction Date. "Closing Conditions Satisfaction Date" means the first date as of which each of the conditions set forth in Section 7 shall have been satisfied or waived.

Closing Date. "Closing Date" has the meaning set forth in Section 1.3(a).

Closing Escrow Account. "Closing Escrow Account" has the meaning set forth in Section 1.5(d).

Closing Escrow Agent. "Closing Escrow Agent" has the meaning set forth in Section 1.5(d).

Closing Escrow Agreement. "Closing Escrow Agreement" has the meaning set forth in Section 1.5(d).

Closing Escrow Amount. "Closing Escrow Amount" has the meaning set forth in Section 1.5(d).

Closing Payment Amount. "Closing Payment Amount" has the meaning set forth in Section 1.2(a).

Club. "Club" has the meaning set forth in the Recitals.

Club Trust Facility Obligation Amount. "Club Trust Facility Obligation Amount" has the meaning set forth in Section 1.8(a).

COBRA. "COBRA" has the meaning set forth in Section 2.12(c).

Code. "Code" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

Commissioner. "Commissioner" means the Commissioner of Baseball as elected under the MLB Constitution or, in the absence of a Commissioner, any Person succeeding to the powers and duties of the Commissioner pursuant to the Major League Constitution.

Commitment Letters. "Commitment Letters" has the meaning set forth in Section 3.6.

Company. "Company" has the meaning set forth in the Preamble.

Company Associate. "Company Associate" means each Person that is, becomes or has at any time been an Affiliate, equity holder, partner, investor, incorporator, organizer or Representative of the Company, any of the Company Subsidiaries or Camelback LLC (including Blackstone Advisory Partners L.P., Dewey & LeBoeuf LLP and their respective Affiliates and Representatives).

Company Business. "Company Business" means the business of the Company, the Company Subsidiaries and Camelback LLC, taken as a whole, including the business of operating the Club and Dodger Stadium.

Company Plan. "Company Plan" has the meaning set forth in Section 2.12(a).

Company Subsidiary. "Company Subsidiary" means a Subsidiary of the Company (it being understood that Camelback LLC is not a Company Subsidiary).

Company's Knowledge. "Company's Knowledge" means the actual knowledge of Frank McCourt, Jeff Ingram, Peter Willhelm, Marlo Vandemore and Santiago Fernandez.

Confidential Information. "Confidential Information" has the meaning ascribed to it in the Confidentiality Agreement.

Confidential Information Memorandum. "Confidential Information Memorandum" means that certain confidential information memorandum related to the Company and the Company Subsidiaries, dated as of December 2011, and any amendments or supplements thereto.

Confidentiality Agreement. "Confidentiality Agreement" has the meaning set forth in Section 4.5(a).

Confirmation Order. "Confirmation Order" means the order of the Bankruptcy Court confirming the Plan of Reorganization pursuant to Section 1129 of the Bankruptcy Code.

Contemplated Transactions. "Contemplated Transactions" means the transactions contemplated by the Transaction Documents and the CCR.

Correction Notice. "Correction Notice" has the meaning set forth in Section 1.6(b).

Covered Claims. "Covered Claims" means, to the extent paid by Purchaser, the Company or any Company Subsidiary at or after Closing: (a) all of the unpaid amounts payable in Cash (as defined in the Plan of Reorganization) under the Plan of Reorganization for U.S. Trustee and statutory fees, fees payable to the clerk of the Bankruptcy Court, Priority Tax Claims (as defined in the Plan of Reorganization), Secured Claims (as defined in the Plan of Reorganization), and all cure payments for executory contracts assumed under the Plan of Reorganization or previously assumed in the Reorganization Cases; and (b) all costs, fees and expenses incurred by MLB in connection with the Reorganization Cases, the sale or attempted sale of the Club, the Company or any Company Subsidiary (in each case, whether or not to Purchaser), the MLB approval process (whether or not related to Purchaser), consummation of the transactions contemplated by this Agreement or any other costs, fees and expenses of MLB imposed upon Purchaser, the Company or any Company Subsidiary pursuant to this Agreement or the Plan of Reorganization, including all Purchaser-Related MLB Incurred Expenses; provided, however, that any amounts paid out of the Closing Payment Amount proceeds are excluded from the definition of Covered Claims.

Covered Claims Cap. "Covered Claims Cap" means $10,000,000.

Definitive Financing Agreements. "Definitive Financing Agreements" has the meaning set forth in Section 4.3(b)(ii).

Deposit Amount. "Deposit Amount" has the meaning set forth in Section 1.2(b).

Deposit Escrow Agent. "Deposit Escrow Agent" has the meaning set forth in the Recitals.

Deposit Escrow Agreement. "Deposit Escrow Agreement" has the meaning set forth in the Recitals.

Disbursing Agent. "Disbursing Agent" has the meaning set forth in the Recitals.

Disbursing Agent Agreement. "Disbursing Agent Agreement" has the meaning set forth in the Recitals.

Dispute Period. "Dispute Period" has the meaning set forth in Section 1.4(c).

Disputed Line Item. "Disputed Line Item" has the meaning set forth in Section 1.6(d).

Disputed Matters. "Disputed Matters" has the meaning set forth in Section 1.4(c).

Disregarded Subsidiary. "Disregarded Subsidiary" means a Company Subsidiary that is treated as a disregarded entity for U.S. federal income Tax purposes.

Dodger Non-Player Employee. "Dodger Non-Player Employee" means any individual who is employed (including common law employees) by the Company or any of its Subsidiaries exclusively in connection with the Club, other than a Dodger Player Employee.

Dodger Player Employee. "Dodger Player Employee" means each baseball player on the 40-man roster of the Club and each other major league or minor league baseball player employed by the Company or any of its Subsidiaries, in each case, in connection with the Club or any of its minor league affiliates.

DOJ. "DOJ" has the meaning set forth in Section 4.2(a).

Effective Date of the Plan of Reorganization. "Effective Date of the Plan of Reorganization" means a Business Day designated by the Company, the Subsidiary Debtors and Purchaser 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 precedent specified in Section 8.1 of the Plan of Reorganization have been satisfied or waived in accordance with Section 8.2 of the Plan of Reorganization.

End Date. "End Date" has the meaning set forth in Section 8.1 (e).

Excluded Contracts. "Excluded Contracts" has the meaning set forth in the last paragraph of Section 2.11.

ERISA. "ERISA" has the meaning set forth in Section 2.12(a).

Estimated MLB League Revenues Receivable Amount. "Estimated MLB Leagues Revenues Receivable Amount" has the meaning set forth in Section 1.8(b).

Estimated Pension Fund Liability Amount. "Estimated Pension Fund Liability Amount" has the meaning set forth in Section 1.8(c).

Estimated Revenue Sharing Liability Amount. "Estimated Revenue Sharing Liability Amount" has the meaning set forth in Section 1.8(d).

Evaluation Materials. "Evaluation Materials" has the meaning set forth in Section 9.3(b)(ii).

Excess Covered Claim Amount. "Excess Covered Claim Amount" means the amount, if any, by which the aggregate amount of all Covered Claims as of Closing exceeds the Covered Claims Cap.

Excluded Liabilities Amount. "Excluded Liabilities Amount" has the meaning set forth in Section 1.8(e).

Executive Council. "Executive Council" means the Major League Executive Council that is governed by Article III of the MLB Constitution, and any successor body thereto.

Existing Interests. "Existing Interests" has the meaning set forth in the Recitals.

Final MLBAM Receivable Amount. "Final MLBAM Receivable Amount" has the meaning set forth in Section 1.9(b)(iv).

Final MLB Central Funds Receivable Amount. "Final MLB Central Funds Receivable Amount" has the meaning set forth in Section 1.9(b)(i).

Final MLB League Revenues Receivable Amount. "Final MLB League Revenues Receivable Amount" has the meaning set forth in Section 1.8(f).

Final MLB League Revenues Receivable Amount Notice. "Final MLB League Revenues Receivable Amount Notice" has the meaning set forth in Section 1.9(b).

Final MLB Properties Receivable Amount. "Final MLB Properties Receivable Amount" has the meaning set forth in Section 1.9(b)(ii).

Final Net Capital Statement. "Final Net Capital Statement" means the Net Capital statement in the form attached as Exhibit F as has been finally agreed or determined in accordance with Section 1.6(c), 1.6(d) or 1.6(e).

Final MLB Network Receivable Amount. "Final MLB Network Receivable Amount" has the meaning set forth in Section 1.9(b)(iii).

Final Order. "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 will not cause such order, ruling or judgment not to be a Final Order.

Final Pension Fund Liability Amount. "Final Pension Fund Liability Amount" has the meaning set forth in Section 1.8(g).

Final Pension Fund Liability Amount Notice. "Final Pension Fund Liability Amount Notice" has the meaning set forth in Section 1.9(d).

Financial Statements. "Financial Statements" has the meaning set forth in Section 2.9(a).

Financing. "Financing" has the meaning set forth in Section 3.6.

Flow-Through Entity. "Flow-Through Entity" means any entity that is treated as a partnership or grantor trust for federal income Tax purposes and with respect to which any equity interest is transferred to Purchaser in connection with this Agreement.

Fox Agreement. "Fox Agreement" means the Telecast Rights Agreement, dated as of November 1, 2001, by and between Los Angeles Dodgers LLC (as successor in interest to Los Angeles Dodgers, Inc.) and FOX Sports Net West 2, LLC, as amended by the Amendment to Telecast Rights Agreement dated as of February 13, 2004, the Second Amendment to Telecast Rights Agreement dated as of March 16, 2005, and the Third Amendment (in the form of a letter agreement) dated September 17, 2010.

Fox Settlement Agreement. "Fox Settlement Agreement" has the meaning set forth in the Recitals.

FTC. "FTC" has the meaning set forth in Section 4.2(a).

GAAP. "GAAP" means accounting principles generally accepted in the United States of America.

Governmental Consent. "Governmental Consent" has the meaning set forth in Section 2.5(b).

HSR Act. "HSR Act" has the meaning set forth in Section 2.5(b).

IMRA. "IMRA" means Interactive Media Rights Agreement among certain MLB Entities and the Clubs.

Included Assets Amount. "Included Assets Amount" has the meaning set forth in Section 1.8(h).

Included Liabilities Amount. "Included Liabilities Amount" has the meaning set forth in Section 1.8(i).

Indebtedness. "Indebtedness" means (without duplication when computing the amount) (a) the principal of, and accreted value, accrued and unpaid interest, fees, penalties and cure amounts in respect of, (i) indebtedness of the Company and the Company Subsidiaries for money borrowed (including under the Club Trust Facility and the Tickets Facility) and (ii) indebtedness evidenced by notes, debentures, bonds or other similar instruments for the payment of which the Company and/or any Company Subsidiary is responsible or liable; (b) all obligations of the Company and the Company Subsidiaries issued or assumed as the deferred purchase price of property, all conditional sale obligations of the Company and the Company Subsidiaries and all obligations of the Company and the Company Subsidiaries under any title retention agreement (but excluding trade accounts payable and other accrued current liabilities); (c) all obligations of the type referred to in clauses (a) and (b) of the Company and the Company Subsidiaries the payment of which the Company and/or any Company Subsidiary is responsible or liable, directly

or indirectly, as obligor, guarantor, surety or otherwise; and (d) all obligations of the type referred to in clauses (a) through (c) of other Persons secured by any Lien on any property or asset of the Company and/or any Company Subsidiary (whether or not such obligation is assumed by such Person).

Indemnified Party. "Indemnified Party" has the meaning set forth in Section 6.3(d).

Intellectual Property Rights. "Intellectual Property Rights" has the meaning set forth in Section 2.14.

Joinder Agreement. "Joinder Agreement" has the meaning set forth in the Recitals.

Lien. "Lien" means any lien, encumbrance, pledge, mortgage, deed of trust, security interest, claim, lease, charge, option, right of first refusal, interest (as such term is used in section 363(f) of the Bankruptcy Code), easement or servitude.

Made Available. "Made Available" has the meaning set forth in Section 9.17.

Major Breach. "Major Breach" has the meaning set forth in Section 1.4(b).

Major Breach Notice. "Major Breach Notice" has the meaning set forth in Section 1.4(a).

Material Contracts. "Material Contracts" has the meaning set forth in Section 2.11.

McCourt Associate. "McCourt Associate" has the meaning set forth in Section 6.4(a).

Media Information Memorandum. "Media Information Memorandum" means that certain confidential information memorandum related to the Company's media rights, dated as of January 2012, and any amendments or supplements thereto.

MLB. "MLB" means, depending on the context, any or all of (a) the Office of the Commissioner, each other MLB Entity and/or all boards and committees thereof, including the Executive Council and the Ownership Committee and/or (b) the MLB Clubs acting collectively.

MLB Approvals. "MLB Approvals" means any consents, waivers, approvals, orders, authorizations or no-objection letters required to be obtained pursuant to the MLB Settlement Agreement in connection with the consummation of the Contemplated Transactions.

MLBAM Funds. "MLBAM Funds" has the meaning set forth in Section 1.8(j).

MLB Central Funds. "MLB Central Funds" has the meaning set forth in Section 1.8(k).

MLB Club. "MLB Club" means any professional baseball club that is entitled to the benefits of and bound by the MLB Rules and Regulations.

MLB Collective Bargaining Agreement. "MLB Collective Bargaining Agreement" means the Basic Agreement, effective November 23, 2011, between the MLB Clubs and the Major League Baseball Players Association, including any side agreement or collectively bargained employee benefit plan contained or referenced therein or maintained pursuant thereto.

MLB Constitution. "MLB Constitution" means the Major League Constitution adopted by the MLB Clubs (which amended and superseded the Major League Agreement dated January 1, 1975, the Agreement in re Major Leagues Central Fund dated as of December 8, 1983, as amended, and the respective constitutions of the former American and National Leagues of Professional Baseball Clubs) as the same may be amended, supplemented or otherwise modified from time to time in the manner provided therein and all replacement or successor agreements that may in the future be entered into by the MLB Clubs.

MLB Control Person. "MLB Control Person" means the person who is accountable for the operation of an MLB Club and for the compliance with all MLB Rules and Regulations and who is the single individual with ultimate authority and responsibility for making all decisions concerning such MLB Club as the "control person" in accordance with the MLB Rules and Regulations.

MLB DIP Facility. "MLB DIP Facility" has the meaning set forth in Section 1.6 (m).

MLB Entity. "MLB Entity" means each of the Office of the Commissioner, Major League Baseball Enterprises, Inc., Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Advanced Media, L.P., and/or any of their respective present or future affiliates, assigns or successors.

MLB Governing Documents. "MLB Governing Documents" means the following documents as in effect from time to time and any amendments, supplements or other modifications thereto and all replacement or successor documents thereto that may in the future be entered into: (a) the Major League Constitution; (b) the MLB Collective Bargaining Agreement; (c) the Professional Baseball Agreement between the Office of the Commissioner, on behalf of itself and the MLB Clubs, and the National Association of Professional Baseball Leagues; (d) the Major League Rules (and all attachments thereto); (e) the Interactive Media Rights Agreement, effective as of January 20, 2000, by and among the Office of the Commissioner, the various MLB Clubs, MLB Advanced Media, L.P. and various other MLB Entities; and (f) each agency agreement and operating guidelines among the MLB Clubs and any MLB Entity, including the Amended and Restated Agency Agreement, effective as of November 1, 2006, by and among Major League Baseball Properties, Inc., the various MLB Clubs and the Office of the Commissioner (and the Operating Guidelines related thereto).

MLB League Revenues. "MLB League Revenues" has the meaning set forth in Section 1.8(m).

MLB League Revenues Notice. "MLB League Revenues Notice" has the meaning set forth in Section 1.9(a).

MLB Network Funds. "MLB Network Funds" has the meaning set forth in Section 1.8(n).

MLB Ownership Guidelines. "MLB Ownership Guidelines" means the "Control Interest Transfers – Guidelines & Procedures" issued by the Commissioner on November 9, 2005 as the same may be amended, supplemented or otherwise modified from time to time.

MLB Pension Fund Liability Notice. "MLB Pension Fund Liability Notice" has the meaning set forth in Section 1.9(a).

MLB Properties Funds. "MLB Network Funds" has the meaning set forth in Section 1.8(o).

MLB Representatives. "MLB Representatives" means MLB's Affiliates, members, managers, directors, officers, employees, agents, advisors and other Representatives.

MLB Rules and Regulations. "MLB Rules and Regulations" means (a) the MLB Governing Documents, (b) any present or future agreements or arrangements entered into by, or on behalf of, the Office of the Commissioner, any other MLB Entity or the MLB Clubs acting collectively, including agreements or arrangements entered into pursuant to the MLB Governing Documents, and (c) the present and future mandates, rules, regulations, policies, practices, bulletins, by-laws, directives or guidelines issued or adopted by, or behalf of, the Commissioner, the Office of the Commissioner or any other MLB Entity as in effect from time to time, including the MLB Ownership Guidelines.

MLB Settlement Agreement. "MLB Settlement Agreement" means the settlement agreement (including the special terms relating to the sale of the Club contained therein), dated November 2, 2011, between the Company, the Subsidiary Debtors, Frank McCourt and MLB, which was approved by the Bankruptcy Court on January 11, 2012.

MLB Trust Credit Agreement. "MLB Trust Credit Agreement" has the meaning set forth in Section 1.8(p).

Multiemployer Plan. "Multiemployer Plan" has the meaning set forth in Section 2.12(a).

Net Capital Amount. "Net Capital Amount" has the meaning set forth in Section 1.8(q).

New Interests. "New Interests" has the meaning set forth in the Recitals.

Office of the Commissioner. "Office of the Commissioner" means the Office of the Commissioner of Baseball, an unincorporated association comprised of the MLB Clubs who are party to the MLB Constitution, and any successor organization thereto.

Organizational Documents. "Organizational Documents" means, with respect to any entity, (a) if such entity is a corporation, such Person's certificate or articles of incorporation, by-laws and similar organizational documents, as amended, and (b) if such Person is a limited liability company, such Person's certificate or articles of formation and operating agreement, as amended.

Owned Real Property. "Owned Real Property" has the meaning set forth in Section 2.18(a).

Ownership Committee. "Ownership Committee" means the Ownership Committee of MLB that reports to the Executive Council, and any successor body thereto.

Party. "Party" has the meaning set forth in the Preamble.

Person. "Person" means any individual, corporation, general partnership, limited partnership, limited liability partnership, joint venture, limited liability company or other entity (including any governmental authority).

Plan of Reorganization. "Plan of Reorganization" means the chapter 11 plan of reorganization of the Company and the Subsidiary Debtors attached hereto as Exhibit H, as it may be amended, supplemented or otherwise modified from time to time in accordance with the provisions of the Bankruptcy Code and the terms thereof.

Plan-Related Losses. "Plan-Related Losses" has the meaning set forth in Section 5.1.

Post-Closing Tax Period. "Post-Closing Tax Period" means any Tax period beginning after the Closing Date and, with respect to a Tax period that begins on or before the Closing Date and ends thereafter, the portion of such Tax period beginning on the day after the Closing Date.

Pre-Closing Tax Period. "Pre-Closing Tax Period" means any Tax period ending on or before the Closing Date and with respect to a Tax period that begins on or before the Closing Date and ends thereafter, the portion of such Tax period ending on the Closing Date.

Professional Fee Claims. "Professional Fee Claims" has the meaning set forth in Section 1.8(s).

Purchaser. "Purchaser" has the meaning set forth in the Preamble.

Purchaser Loss Amount. "Purchaser Loss Amount" has the meaning set forth in Section 1.4(d)(i)(y)(A).

Purchaser-Related MLB Incurred Expenses. "Purchaser-Related MLB Incurred Expenses" means all unpaid fees and expenses of MLB incurred with respect to Purchaser (including the direct and indirect owners of Purchaser) in connection with the MLB approval

process (*i.e.*, background investigation expenses, legal fees and disbursements and other outside expenses).

Purchaser's Net Capital Statement. "Purchaser's Net Capital Statement" has the meaning set forth in Section 1.6(b).

Refund Amount. "Refund Amount" has the meaning set forth in Section 1.4(d)(i)(y)(B).

Reorganization Cases. "Reorganization Cases" means the jointly-administered cases under chapter 11 of the Bankruptcy Code commenced by the Company and the Subsidiary Debtors on June 27, 2011 in the Bankruptcy Court and styled *In re Los Angeles Dodgers LLC, et al.*, No. 11-12010 (KG) (Jointly Administered).

Representative. "Representative" of a Person means each other Person that is a director, officer, manager, employee, agent, attorney, accountant, investment banker, advisor, consultant, financing source or other representative of (i) such Person, or (ii) any Subsidiary of such Person.

Resolution Period. "Resolution Period" has the meaning set forth in Section 1.4 (b).

Securities Act. "Securities Act" has the meaning set forth in Section 3.7.

Seller Affiliate. "Seller Affiliate" means Frank McCourt, his family or any trust for the benefit of him or his family or any entity (other than the Company or any Company Subsidiary) a majority of the outstanding equity interests of which are owned, directly or indirectly, by Frank McCourt, his family or any trust for the benefit of him or his family.

Sole Member. "Sole Member" has the meaning set forth in the Recitals.

Sole Member Associate. "Sole Member Associate" means each Person that is, becomes or has at any time been an Affiliate, equity holder, partner, investor, incorporator, organizer or other Representative of the Sole Member.

Sole Member Confidential Information. "Sole Member Confidential Information" has the meaning set forth in Section 4.5(a).

Sole Member's Net Capital Statement. "Sole Member's Net Capital Statement" has the meaning set forth in Section 1.6(a).

Specified Accounting Principles. "Specified Accounting Principles" has the meaning set forth in Section 1.8(t).

Subsidiary. An entity will be deemed to be a "Subsidiary" of another entity if such entity directly or indirectly owns, beneficially or of record, (a) an amount of voting securities or other interests in such entity that is sufficient to enable such Person to elect a majority of the members

of such entity's board of managers, board of directors or comparable governing body or (b) more than 50% of the outstanding equity interests issued by such entity.

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

Tax. "Tax" means any tax, governmental fee or other like assessment or charge, together with any interest, penalty, addition to tax or additional amount imposed by any Taxing Authority.

Tax Return. "Tax Return" means any report, return, statement, form or other document or information required to be filed with a Taxing Authority with respect to Taxes.

Taxing Authority. "Taxing Authority" means any governmental authority responsible for the imposition of any Tax.

Tickets Facility Credit Agreement. "Tickets Facility Credit Agreement" has the meaning set forth in Section 1.8(u).

Tickets Facility Obligation Amount. "Tickets Facility Obligation Amount" has the meaning set forth in Section 1.8(v).

Transaction Documents. "Transaction Documents" means this Agreement, the Deposit Escrow Agreement, the Disbursing Agent Agreement and the Closing Escrow Agreement.

2012 MLB Fiscal Year. "2012 MLB Fiscal Year" has the meaning set forth in Section 1.8(w).

Unaudited Financial Statements. "Unaudited Financial Statements" has the meaning set forth in Section 2.9(a).

LIST OF EXHIBITS AND SCHEDULES

EXHIBITS

[redacted]

SCHEDULES