

EXHIBIT A

PROPOSED ORDER

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

In re:)	Chapter 11
LOS ANGELES DODGERS LLC, <i>et al.</i> , ¹)	Case No. 11- _____ (____)
Debtors.)	Jointly Administered
)	Ref. Docket No. _____
)	

**ORDER AUTHORIZING LOS ANGELES DODGERS LLC TO PAY THE
PREPETITION CLAIMS OF CERTAIN CRITICAL VENDORS**

Upon the motion (the “Motion”)² of Los Angeles Dodgers LLC, a debtor and debtor in possession herein (, the “LAD”), for an order pursuant to sections 105(a) and 363 of title 11 of the United States Code (the “Bankruptcy Code”) authorizing, but not directing, LAD to pay prepetition claims of critical vendors in the ordinary course of business; and upon the Ingram Declaration; and due and sufficient notice of the Motion having been given; and it appearing that no other or further notice need be provided; and it appearing that the relief requested by this Motion is in the best interests of LAD, its estate, its creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED, that:

1. The Motion is granted.
2. LAD is authorized, but not directed, in its sole discretion, to pay prepetition claims owed to Critical Vendors in an aggregate amount not to exceed \$500,000; *provided,*

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

² Capitalized terms used but not defined herein shall have the same meanings ascribed to them in the Motion.

however, that the foregoing payments may only be made in accordance with the terms of any order approving and authorizing postpetition financing and any applicable budget under such financing order.

3. Any Critical Vendor that accepts payment from LAD on account of a Critical Vendor Claim shall be deemed to have agreed to the terms and provisions of this Order.

4. If a Critical Vendor accepts payment on account of a Critical Vendor Claim and subsequently refuses to supply goods and/or services to LAD during the chapter 11 case or (b) seeks to alter the terms between LAD and such Critical Vendor, LAD is authorized to, in its discretion and without the need for further order of the Court, (i) declare that any payments to such Critical Vendor on account of its Critical Vendor Claim shall be deemed to have been in payment of then outstanding or subsequently accruing undisputed postpetition claims of such vendor without further action by any person or entity, and (ii) recover any payment made to such Critical Vendor on account of its Critical Vendor Claim to the extent that the aggregate amount of such payments exceeds the undisputed post-petition obligations of LAD then outstanding or subsequently accruing with respect to such Critical Vendor (without the right of any setoffs, recoupments, claims, provision for payment of reclamation or trust fund claims or any other defenses on the part of the Critical Vendor). Under any such circumstances, such Critical Vendor shall immediately repay to LAD any payment made to such Critical Vendor on account of its Critical Vendor Claim to the extent that the aggregate amount of such payments exceeds the undisputed post-petition obligations of LAD then outstanding or subsequently accruing with respect to such Critical Vendor (without the right of any setoffs, recoupments, claims, provision for payment of reclamation or trust fund claims or any other defenses on the part of the Critical Vendor). Upon recovery of any such payments by LAD, the applicable portion of the Critical

Vendor Claim shall be reinstated as a pre-petition claim in the amount recovered by LAD.

Nothing herein shall constitute a waiver of LAD's rights to seek damages or other appropriate remedies against any Critical Vendor.

5. LAD, its officers, employees and agents are authorized to take or refrain from taking such acts as are necessary and appropriate to implement and effectuate the relief granted herein.

6. In accordance with this Order and any other applicable order of this Court, each of the financial institutions at which LAD maintains its accounts relating to the payment of the obligations described in the Motion and authorized under this Order is directed to honor checks presented for payment of Critical Vendor Claims, whether issued prepetition or postpetition, and all wire transfer requests or fund transfer requests made by LAD related thereto to the extent that sufficient funds are on deposit in such accounts.

7. LAD is authorized to issue postpetition checks, or to effect postpetition fund transfer requests, in replacement of any checks or fund transfer request in respect of Critical Vendor Claims that have been dishonored or rejected.

8. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (a) an admission as to the validity of any claim against LAD; (b) a waiver of LAD's right to dispute any claim, including any Critical Vendor Claim, on any grounds; (c) a promise or requirement to pay any claim; (d) an implication or admission that any particular claim is of a type specified or defined in this Order or the Motion; (e) a request or authorization to assume any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; or (f) a waiver of LAD's rights under the Bankruptcy Code or any other applicable law.

9. The requirements set forth in Bankruptcy 6003(b) are satisfied.

10. The requirements of Bankruptcy Rule 6004(a) are hereby waived to avoid immediate and irreparable harm to LAD.

11. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

12. This Court shall retain jurisdiction to interpret, implement and enforce the provisions of this Order.

Dated: Wilmington, Delaware
June ____, 2011

United States Bankruptcy Judge