

# **EXHIBIT C**

**PROPOSED FINAL ORDER**

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

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

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**FINAL ORDER (I) PROHIBITING UTILITY COMPANIES  
FROM ALTERING, REFUSING, OR DISCONTINUING UTILITY SERVICES,  
(II) APPROVING LOS ANGELES DODGERS LLC’S PROPOSED FORM OF  
ADEQUATE ASSURANCE, AND (III) ESTABLISHING PROCEDURES FOR  
RESOLVING OBJECTIONS THERETO BY UTILITY COMPANIES**

Upon the motion (the “Motion”)<sup>2</sup> of Los Angeles Dodgers LLC, a debtor and debtor in possession herein (, the “LAD”), for an order (i) prohibiting LAD’s utility companies (collectively, the “Utility Companies”) from altering, refusing, or discontinuing utility services to LAD, (ii) approving LAD’s proposed form of adequate assurance, and (iii) establishing procedures for resolving objections thereto by Utility Companies, all as more fully described in the Motion; and upon the Ingram Declaration; and the Court having entered an order on June \_\_\_\_, 2011 (the “Interim Order”) granting the relief requested in the Motion on an interim basis; and due and sufficient notice of the Motion and Interim Order 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 estates, its creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor, it is hereby;

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

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

**ORDERED, ADJUDGED, AND DECREED, that:**

1. The Motion is granted on a final basis.

2. LAD is authorized, but not directed, to pay on a timely basis and in accordance with its prepetition practices, all undisputed invoices for postpetition Utility Services provided by the Utility Companies; *provided, 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. LAD shall maintain the Adequate Assurance Account, as provided in this Order, for the purpose of providing each Utility Company with adequate assurance of payment of its postpetition Utility Services to LAD. The Adequate Assurance Account shall be maintained with a minimum balance of \$65,700, equal to 50% of LAD's estimated average monthly cost of Utility Services (the "Adequate Assurance Deposit"), which may be adjusted to account for: (i) the termination of Utility Services by LAD regardless of any Additional Assurance Requests, and (ii) agreements with Utility Companies.

4. Except in accordance with the procedures set forth herein and further order of this Court, all Utility Companies (including, without limitation, those identified in the Utility Service List, attached to the Motion as Exhibit A) are (i) prohibited from altering, refusing, or discontinuing Utility Services to, or discriminating against, LAD on account of the commencement of this chapter 11 case or any unpaid prepetition charges and (ii) deemed to have received adequate assurance of payment in compliance with section 366 of the Bankruptcy Code.

5. The adequate assurance procedures (the "Adequate Assurance Procedures"), as follows, are approved:

- (a) If a Utility Company is not satisfied with the Proposed Adequate Assurance provided by LAD, the Utility Company must serve a request for additional

adequate assurance (the “Additional Assurance Request”) upon (i) Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, Delaware 19801, Attn: Ian J. Bambrick, Esq., proposed co-counsel to LAD; and (ii) Dewey & LeBoeuf LLP, 333 South Grand Avenue, Suite 2600, Los Angeles, California 90071, Attn: Jason R. Wolf, Esq., proposed co-counsel to LAD;

- (b) Any Additional Assurance Request must (i) be in writing, (ii) set forth the location(s) for which Utility Services are provided, (iii) include a summary of LAD’s payment history relevant to the affected account(s), including any security deposits, (iv) identify why the Utility Company believes the Proposed Adequate Assurance is not sufficient, (v) set forth what the Utility Company would accept as satisfactory adequate assurance of payment, and (vi) provide an address, telephone number, and electronic mail address to which LAD may respond to the Additional Assurance Request;
- (c) Upon the receipt of any Additional Assurance Request as set forth above, LAD shall have 30 days from the receipt of such Additional Assurance Request (the “Resolution Period”) to negotiate with the Utility Company to resolve the Utility Company’s Additional Assurance Request. During this period, Utility Companies may not discontinue, alter, or refuse service to, or discriminate against, LAD on the basis of any unpaid prepetition charges or the commencement of this chapter 11 case;
- (d) Without further order of this Court, LAD may enter into agreements granting additional adequate assurance to a Utility Company that served an Additional Assurance Request, if LAD, in its business judgment, determines an Additional Assurance Request is reasonable;
- (e) If LAD determines an Additional Assurance Request is not reasonable and is unable to reach an alternative resolution with the Utility Company before the end of the Resolution Period, LAD will request a hearing before this Court to determine the adequacy of assurances of payment LAD has proposed with respect to the applicable Utility Company (the “Determination Hearing”) pursuant to section 366(c)(3) of the Bankruptcy Code;
- (f) Pending resolution of such dispute at the Determination Hearing, the relevant Utility Company shall be prohibited from altering, refusing, or discontinuing service to LAD on the basis of unpaid charges for prepetition services or on account of any objections to the Proposed Adequate Assurance; and
- (g) The Proposed Adequate Assurance shall be deemed adequate assurance of payment for any Utility Company that fails to serve an Additional Assurance Request.

6. Nothing in this Order prejudices or otherwise affects the rights of Utility Companies under section 366(c)(4) of the Bankruptcy Code.

7. LAD is authorized, but not directed, to supplement (a “Utility Service List Supplement”) the Utility Service List at any time, provided, however, that LAD shall increase the Adequate Assurance Deposit by an amount equal to 50% of LAD’s estimated average monthly cost of Utility Services provided by any Utility Company (a “Supplemental Utility Company”) that is included on any Utility Service List Supplement. Any Supplemental Utility Company shall be governed by this Final Order, and shall be served with a copy of this Final Order within 3 business days after the Utility Service List Supplement is supplemented. Any Adequate Assurance Request made by a Supplemental Utility Company shall comply with the terms of this Final Order.

8. Nothing in the Motion, the Utility Service List, any Utility Service List Supplement, or this Final Order shall be deemed to constitute the postpetition assumption of any executory contract between LAD and any third-party.

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

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

11. This Court shall retain jurisdiction with respect to all matters arising from or relating to the interpretation or implementation of this Order.

Dated: \_\_\_\_\_, 2011  
Wilmington, Delaware

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UNITED STATES BANKRUPTCY JUDGE