

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

	X	
<b>In re</b>	:	<b>Chapter 11</b>
	:	
<b>ALPHA ENTERTAINMENT LLC,</b>	:	<b>Case No. 20-10940 (LSS)</b>
	:	
<b>Debtor.<sup>1</sup></b>	:	<b>Ref. Docket No. 23</b>
	X	

**ORDER AUTHORIZING THE DEBTOR TO REJECT CERTAIN  
UNEXPIRED LEASES AND EXECUTORY CONTRACTS  
EFFECTIVE AS OF THE PETITION DATE**

Upon the motion (the “*Motion*”)<sup>2</sup> of the Debtor for the entry of an order, pursuant to sections 105(a), 365(a), and 554(a) of the Bankruptcy Code, authorizing the Debtor to (i) reject the Rejected Agreements set forth on Exhibits 1 and 2 to this Order, effective as of the Petition Date; and (ii) abandon, effective as of the Petition Date, any Personal Property that remains, as of the Petition Date, on any of the Premises subject to the Rejected Real Property Leases; and upon consideration of the First Day Declaration and the record of the Chapter 11 Case; and having determined that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 1334 and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and having determined that this is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and having determined that venue of the Chapter 11 Case and of the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and having determined that due and adequate notice of the Motion has been given under the circumstances, and that no other or

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7778. The Debtor’s mailing address is 1266 East Main St., Stamford, CT 06902.

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

further notice need be given; and having determined that the relief requested in the Motion is in the best interests of the Debtor, its estate, its creditors, and other parties in interest; and after due deliberation and sufficient cause appearing therefor;

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED as set forth herein.
2. Pursuant to sections 105(a) and 365(a) of the Bankruptcy Code and Bankruptcy Rule 6006, the Rejected Agreements, to the extent not already terminated in accordance with their applicable terms or upon agreement of the parties, are hereby rejected by the Debtor, with such rejection being effective as of the Petition Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code and Bankruptcy Rule 6007, any Personal Property remaining, as of the Petition Date, on any of the Premises is hereby abandoned by the Debtor, with such abandonment being effective as of the Petition Date. Landlords of the Rejected Real Property Leases may dispose of any and all abandoned Personal Property remaining on the Premises without further notice or liability to any third party.<sup>3</sup>
4. If the Debtor has deposited monies with a Counterparty to a Rejected Agreement as a security deposit or other arrangement, such Counterparty may not setoff or recoup or otherwise use such deposit without the prior authority of this Court.
5. Any person or entity that holds a claim that arises from a Rejected Agreement must file a proof of claim based on such rejection by the last date and time for each person or entity to file proofs of claim based on prepetition claims against the Debtor as set by an order of this Court.

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<sup>3</sup> Paragraph 3 of this Order shall apply to New Meadowlands Stadium Company, LLC whether or not such entity is a “landlord” under its Rejected Agreement.

6. Nothing in this Order shall impair, prejudice, waive, or otherwise affect any rights of the Debtor or its estate to assert that any claims for damages arising from the Debtor's rejection of the Rejected Agreements are limited to any remedies available under any applicable termination provisions of such Rejected Agreements, or that any such claims are obligations of a third party, and not those of the Debtor or its estate.

7. The Debtor is authorized to execute and deliver all instruments and documents, and take such other actions as may be necessary or appropriate, to implement and effectuate the relief granted by this Order.

8. This Order shall not constitute a determination, adjudication, or finding of fact concerning the expiration or termination of any of the Rejected Agreements prior to the Petition Date. The rights of the Debtor and its estate to assert that the Rejected Agreements expired by their own terms or were terminated prior to the date hereof are fully preserved, and the Debtor and its estate do not waive any claims that they may have against the Counterparties, whether or not such claims arise under, are related to the rejection of, or are independent of the Rejected Agreements. The rights of the Counterparties to contest or object to any assertion by the Debtor or its estate that any Rejected Agreement expired by its terms or was terminated prior to the date hereof are fully preserved, and this Order shall not constitute a waiver of any arguments, defenses, rights, claims, privileges, and/or interests of the Counterparties, which arose under, are related to, or are independent of the Rejected Agreements.

9. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

10. The requirements in Bankruptcy Rule 6006 and 6007 are satisfied.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

Dated: June 12th, 2020  
Wilmington, Delaware

  
LAURIE SELBER SILVERSTEIN  
UNITED STATES BANKRUPTCY JUDGE

**EXHIBIT 1**

**Rejected Real Property Leases**

Exhibit A  
Practice Facilities & Venue Use Agreements

Index	Contract Party	Description
1	Dc Stadium, LLC	Venue Use Agreement - Audi Field
2	First & Goal Inc.	Venue Use Agreement - Memorial Stadium
3	Long Beach Community College District	Practice Facility Agreement - Long Beach City College
4	New Meadowlands Stadium Company, LLC	Venue Use Agreement - MetLife Sports
5	Seattle School District No. 1	Practice Facility Agreement - Memorial Stadium
6	St. Louis Convention And Visitors Commission	Venue Use Agreement - The Dome
7	Superdome North Jersey LLC	Practice Facility Agreement - Superdome
8	The Maryland-National Capital Park and Planning Commission	Practice Facility Agreement - Prince George's Sports & Learning Complex
9	Town Of Ramapo	Practice Facility Agreements - 2020 Turf Field

For the avoidance of doubt, unless specifically indicated herein, the Debtor is not seeking to reject any practice or storage facility agreements associated with any rejected Venue Use Agreements

**EXHIBIT 2**

**Rejected Contracts**

Exhibit A  
Vendor Services

Index	Vendor Name	Vendor Services
1	A1 EVENT AND PARTY RENTAL	Gameday rentals
2	ACADEMY EXPRESS LLC	Transportation Services
3	ACC AVIATION INC	Charter Air
4	ACTION STREAMER LLC	Helmet-mounted Cameras
5	ADVANCED ENTERTAINMENT TECHNOLOGIES	Gameday presentation services
6	AFC TRANSPORTATION	Transportation Services
7	ALLISON SHELLEY PHOTOGRAPHY LLC	Photographer
8	ALMEIDA, MONICA	Photographer
9	ALPE INTERNATIONAL LLC	League/Team/Stadium Security Houston
10	ANDREW HANCOCK PHOTOGRAPHY LLC	Photographer
11	ARENT FOX LLP	Legal Services
12	ARTEMIS EVENTS INC	Gameday consulting
13	ASANA INC	Marketing workflow services
14	ASSOCIATED PRODUCTION MUSIC	Content Producer
15	AUSTIN SOSA PHOTOGRAPHY	Photographer
16	BAILES MD, JULIAN E	Medical Advisory Services
17	BALZER, HOWARD	Content Producer
18	BEACH 2 BAY AERIAL BILLBOARD ADVERTISING LLC	Advertising and promotion
19	BEATBUDS MEDIA LLC	Gameday Entertainment
20	BIG MAN ENTERTAINMENT LLC	DJ and Content Production Services
21	BLACK BROWN COLLECTIVE	multicultural agency
22	BONNEVILLE INTERNATIONAL CORP	Radio Partnership
23	BOOM SHAKALAKA INC	App Development and Management
24	BOURNE CREATIONS INC	DragonSeats heated benches
25	BOWEN, AMANDA K	Photographer
26	BREAKAWAY SPORTS MARKET	Media Coordination Services
27	BRIGHTCOVE INC	Video Player
28	BROOKLYN UNITED	Gameday Drumline services
29	BUCKLEY PETERSEN GLOBAL INC	League/Team/Stadium Security New York
30	CAMPBELL, THOMAS	Content Producer
32	CARDEN, KEVIN RAY	Content Producer
33	CARLOS M SAAVEDRA LLC	Photographer
34	CHAMPION DATA HOLDINGS PTY LTD	Stats services
35	CITIPARK	Parking Services
36	CJA INC	Talent agreement
37	COACH EM UP LLC	Content Production Services
38	CODE 4 MEDIA GROUP INC	Creative Design and Marketing Services
39	COMFORT ZONE SECURITY LLC	League/Team/Stadium Security St. Louis
40	CONCIERGE LIVE LLC	Employee Ticketing System
41	COURTYARD BY MARRIOTT	Hotel (various locations)
42	COVINGTON AND BURLING LLP	Legal Services
43	CP COMMUNICATIONS	Radio/Communications Services
44	CREATIVE CIRCLE LLC	Creative Freelance Support
45	CRIMSON HEXAGON INC	Content Producer
46	DCVOX LLC	On-air Talent Services
47	DELTA AIR LINES INC	Charter Air
48	DEPTH CHARGE RECORDING INC	Content Producer
49	DKG SECURITY SPECIALISTS LLC	League/Team/Stadium Security L.A.
50	DLA PIPER LLP US	Legal Services
51	DRAFT NETWORK LLC	Content Producer
52	DURAN, MELVIN HENRY	League/Team/Stadium Security Tampa
53	EISNER LLP	Legal Services
54	ENTERCOM COMMUNICATIONS CORP	Radio and Advertising
55	ENTRAVISION COMMUNICATIONS CORP	Advertising and promotion
56	ENVUE AUTOGRAPH COLLECTION	Hotel
57	EPIDEMIC SOUND US INC	Content Producer
58	ESPN DEPORTES	Radio Advertising
59	ESPN PRODUCTIONS INC	Radio Advertising
60	FAN INTERACTIVE MARKETING LLC	Marketing and Customer Contact Services
61	FASTLY INC	Content Delivery Network
62	FOCUSED CONSULTING LLC	League/Team/Stadium Security D.C.
63	FOUR POINTS BY SHERATON DALLAS	Hotel
64	FRIENDS OF THE RIVERWALK INC	Advertising and promotion
65	GAINS GROUP LLC	Tech consulting



Exhibit A  
Vendor Services

Index	Vendor Name	Vendor Services
66	GARCIA, ARTHUR	Content Producer
67	GATEWAY PYROTECHNIC PROD	Gameday special effects
68	GENIUS SPORTS LIMITED	Integrity Services
69	GO TO TEAM INC	Content Producer
70	GOLD, JON	Content Producer
71	GREENFLY INC	Content Distribution Services
72	GREENHOUSE SOFTWARE INC	HR and Recruiting