

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

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In re	: Chapter 11
ALPHA ENTERTAINMENT LLC,	: Case No. 20-10940 (LSS)
Debtor. ¹	: Supplemental Cure Cost/Assignment Objection Deadline: September 14, 2020 at 4:00 p.m. (ET)
	: Hearing Date: TBD
	: Ref. Docket Nos. 202, 321, 331
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**SECOND SUPPLEMENTAL NOTICE OF POSSIBLE ASSUMPTION AND
ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND
UNEXPIRED LEASES IN CONNECTION WITH SALE**

PLEASE TAKE NOTICE OF THE FOLLOWING:

1. On April 21, 2020, the debtor and debtor in possession in the above-captioned case (the “*Debtor*”) filed with the United States Bankruptcy Court for the District of Delaware (the “*Bankruptcy Court*”) its motion (the “*Motion*”) for the entry of: (A) an order (the “*Bid Procedures Order*”),² (i) approving bidding procedures in connection with the sale of the Debtor’s assets (the “*Bidding Procedures*”); (ii) scheduling an auction for (the “*Auction*”) and hearing (the “*Sale Hearing*”) on the approval of the proposed sale or disposition (the “*Sale*”) of the Debtor’s assets (the “*Acquired Assets*”); (iii) approving notice of the respective date, time and place for the Auction and for the Sale Hearing; (iv) approving procedures for the assumption and assignment of certain executory contracts and unexpired leases; (v) approving the form and manner of notice; and (vi) granting related relief; and (B) an order authorizing and approving (i) the Sale free and clear of liens, claims, rights, encumbrances, and other interests; and (ii) the assumption and assignment of certain executory contracts and unexpired leases (collectively, the “*Designated Contracts*”) and (iii) related relief.

¹ 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.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bid Procedures Order (including the Bidding Procedures). Any summary of the Bidding Procedures and the Bid Procedures Order contained herein is qualified in its entirety by the actual terms and conditions thereof. To the extent that there is any conflict between any such summary and such actual terms and conditions, the actual terms and conditions shall control.

2. On May 28, 2020, the Bankruptcy Court entered the Bid Procedures Order [Docket No. 181].

3. On June 3, 2020, the Debtor filed the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 202] (the “**Assumption and Assignment Notice**”).

4. On July 23, 2020, the Debtor filed the *Notice of Amendments to Exhibit 1 to Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 321] (the “**Amended Cure Notice**”), amending and supplementing the list of Designated Contracts set forth on Exhibit 1 to the Assumption and Assignment Notice.

5. On July 27, 2020, the Debtor filed the *Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* [Docket No. 331] (the “**Supplemental Assumption and Assignment Notice**”) to supplement the list of Designated Contracts identified in the Assumption and Assignment Notice, as amended and supplemented by the Amended Cure Notice.

6. The Sale Hearing took place on August 7, 2020, and consistent with the record at the Sale Hearing, the Court entered an order [Docket No. 358] (the “**Sale Order**”) approving the Sale of substantially all of the Debtor’s assets to Alpha Opco, LLC (the “**Buyer**”).

7. The Debtor hereby files this *Second Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* (this “**Second Supplemental Assumption and Assignment Notice**”) to further supplement the list of Designated Contracts identified in the Assumption and Assignment Notice, as amended and supplemented by the Amended Cure Notice.

8. To facilitate the Sale, the Debtor is potentially seeking to assume and assign the Designated Contracts, including the contracts identified on Exhibit 1 attached hereto (the “**Supplemental Designated Contracts**,” and hereinafter included in the Designated Contracts, except as otherwise provided herein), to the Buyer, in accordance with the Assignment Procedures provided for in the Bid Procedures Order and the Sale Order. Each of the Supplemental Designated Contracts subject to potential assignment through the Sale process is identified on Exhibit 1 attached hereto. **THE INCLUSION OF ANY CONTRACT ON EXHIBIT 1 DOES NOT CONSTITUTE AN ADMISSION THAT A PARTICULAR CONTRACT IS AN EXECUTORY CONTRACT OR UNEXPIRED LEASE OF PROPERTY OR REQUIRE OR GUARANTEE THAT SUCH CONTRACT WILL BE ASSUMED AND ASSIGNED, AND ALL RIGHTS OF THE DEBTOR WITH RESPECT THERETO ARE RESERVED.** The cure amount (each, a “**Cure Cost**”), if any, that the Debtor believes is required to be paid to the applicable counterparty (each, a “**Non-Debtor Counterparty**,” and collectively, the “**Non-Debtor Counterparties**”) to each of the Supplemental Designated Contracts under section 365(b)(1)(A) and (B) of the Bankruptcy Code is identified on Exhibit 1 attached hereto.

9. If a Non-Debtor Counterparty objects to the Cure Cost for its Supplemental Designated Contract and/or to the proposed assumption, assignment and/or transfer of such

Supplemental Designated Contract (including the transfer of any related rights or benefits thereunder), the Non-Debtor Counterparty must file with the Bankruptcy Court and serve on the Notice Parties (as defined below) a written objection (a “***Cure Cost/Assignment Objection***”). Any Cure Cost/Assignment Objection must: (i) be in writing; (ii) signed by counsel or attested to by the objecting party; (iii) in conformity with the applicable provisions of the Bankruptcy Rules and the Local Rules; (iv) state with particularity the legal and factual basis for the objection and the specific grounds therefor; (v) be filed with the Clerk of the Court, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801, together with proof of service, **on or before 4:00 p.m. (ET) on September 14, 2020** (the “***Supplemental Cure Cost/Assignment Objection Deadline***”); and (vi) be served, so as to be actually received on or before the Sale Objection Deadline, upon (a) counsel to the Debtor, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Matthew B. Lunn and Kenneth J. Enos); (b) counsel to the Official Committee of Unsecured Creditors of Alpha Entertainment LLC, Greenberg Traurig, LLP, (i) 3333 Piedmont Road, NE, Atlanta, GA 30305, Attn: David Kurzweil (kurzweild@gtlaw.com), and (ii) 1000 Louisiana Street, Suite 1700, Houston, TX 77002, Attn: Shari L. Heyen (heyens@gtlaw.com); (c) the Office of the United States Trustee for the District of Delaware, 844 N. King Street, Room 2207, Lockbox 35, Wilmington DE, 19801 (Attn: Richard Schepacarter); (d) counsel to the Debtor’s prepetition lender, K&L Gates, LLP, 599 Lexington Avenue, New York, New York 10022 (Attn: John A. Bicks and James A. Wright III); and (e) counsel to the Buyer, (i) Sidley Austin LLP, One South Dearborn, Chicago, IL 60603 (Attn: Bojan Guzina), and (ii) Fried, Frank, Harris, Shriver & Jacobson LLP, One New York Plaza, New York, NY 10004 (Attn: Mark Lucas and Peter Siroka) (collectively, the “***Notice Parties***”).

10. The Debtor and its estate reserve any and all rights with respect to any Designated Contracts that are not ultimately assigned to the Buyer.

11. Any Non-Debtor Counterparty to a Contract who fails to timely file and properly serve a Cure Cost/Assignment Objection as provided herein will (i) be forever barred from objecting to the Cure Cost and from asserting any additional cure or other amounts with respect to such Contract in the event it is assumed and/or assigned by the Debtor and the Debtor shall be entitled to rely solely upon the Cure Cost, and (ii) be deemed to have consented to the assumption, assignment and/or transfer of such Contract (including the transfer of any related rights and benefits thereunder) to the Buyer and shall be forever barred and estopped from asserting or claiming against the Debtor or the Buyer that any additional amounts are due or defaults exist, or conditions to assumption, assignment, and/or transfer must be satisfied under such Contract, or that any related right or benefit under such Contract cannot or will not be available to the Buyer.

12. If a Non-Debtor Counterparty files a Cure Cost/Assignment Objection satisfying the requirements of these Assignment Procedures, the Debtor and the Non-Debtor Counterparty shall meet and confer in good faith to attempt to resolve any such objection without Bankruptcy Court intervention. If the applicable parties determine that the objection cannot be resolved without judicial intervention in a timely manner, the Bankruptcy Court shall make all necessary determinations relating to such Cure Cost/Assignment Objection at a hearing scheduled pursuant to the following Paragraph.

13. Consideration of unresolved Cure Cost/Assignment Objections relating to all Designated Contracts, if any, will be held at such hearing as may be set with respect to any Cure Cost/Assignment Objections related to the Supplemental Designated Contracts; *provided, however*, that (i) any Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection and (ii) the Debtor, in consultation with the Consultation Parties, the Buyer, and the parties to any Contract that is subject to a Cure Cost/Assignment objection, may adjourn a Cure Cost/Assignment objection.

14. A timely filed and properly served Cure Cost/Assignment Objection or Post-Auction Objection will reserve the filing Non-Debtor Counterparty's rights relating to the Contract, but will not be deemed to constitute an objection to any other relief requested with respect to the Sale or Sale Order.

15. Copies of the Motion, the Bidding Procedures, the Bid Procedures Order, and the Sale Order may be obtained by parties in interest free of charge on the dedicated webpage related to this chapter 11 case maintained by the claims and noticing agent in this case, Donlin, Recano & Company, Inc. (<http://www.donlinrecano.com/alpha>). Copies of such documents are also available for inspection during regular business hours at the Clerk of the Bankruptcy Court, 824 N. Market Street, 3rd Floor, Wilmington, DE 19801, and may be viewed for a fee at the Bankruptcy Court's website (<http://www.deb.uscourts.gov/>) by following the directions for accessing the ECF system on such website.

16. Any Non-Debtor Counterparty to a Contract may notify the Debtor, via an electronic mail request to the Debtor's counsel, Young Conaway Stargatt & Taylor, LLP, Rodney Square, 1000 North King Street, Wilmington, Delaware 19801 (Attn: Matthew B. Lunn, Esq. (mlunn@ycst.com), Kenneth J. Enos, Esq. (kenos@ycst.com) and Shane M. Reil, Esq. (sreil@ycst.com), of its desire for information about (a) the identity of the Buyer and (b) adequate assurance information from the Buyer. Any such request shall include an email address whereby the requestor can receive such information.

[Signature Page Follows]

Dated: August 31, 2020
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Matthew P. Milana

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Counsel to the Debtor and Debtor in Possession

EXHIBIT 1

Supplemental Designated Contracts

Alpha Entertainment LLC

Counterparty Name and Address	General Description	Contract Type	Cure Amount
Adobe Inc. 345 Park Avenue San Jose, CA 95110	Adobe Pro Product License	Product License Agreement and Sales Order	\$0.00
Fidelity 245 Summer St Boston, MA 02210	401(k) Plan	XFL 401(k) Plan, including the Adoption Agreement, the addendum to the Adoption Agreement and the Fidelity Basic Plan Document No. 17	\$0.00
Fidelity 245 Summer St Boston, MA 02210	401(k) Plan administration services	Plan Administrator Agreement	\$0.00
Greenfly, Inc. 225 Arizona Avenue #300 Santa Monica, CA 90401	Content Production Services	Service Agreement	\$75,000.00
Infinisource Benefit Services 15 E. Washington St., P.O. Box 889 Coldwater, MI 49036	Benefit Services Agreement	Service Agreement	\$0.00
Tampa Sports Authority Raymond James Stadium, 4201 N. Dale Mabry Highway, Tampa, FL 33607	Venue Use Agreement	Team Facility Lease Agreement	\$0.00
United HealthCare 185 Asylum Street Hartford, CT 06103	Medical Health Insurance	Insurance Policy	\$0.00