

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

|                          |   |                        |
|--------------------------|---|------------------------|
| In re:                   | ) |                        |
|                          | ) | Chapter 11             |
| ALPHA ENTERTAINMENT LLC, | ) |                        |
| Debtor. <sup>1</sup>     | ) | Case No. 20-10940-LSS  |
|                          | ) | (Jointly Administered) |

**UNIVERSITY OF HOUSTON’S LIMITED OBJECTION AND RESERVATION  
OF RIGHTS WITH RESPECT TO NOTICE OF POSSIBLE ASSUMPTION  
AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND  
UNEXPIRED LEASES**

Comes now the University of Houston (the “University”), by and through the Office of the Attorney General of Texas, and files this limited objection and reservation of rights (the “Objection”) with respect to the *Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Doc. No. 202] and in support of the Objection respectfully states as follows:

**BACKGROUND**

1. On April 13, 2020 (the “Petition Date”), Alpha Entertainment LLC and its affiliated debtors (the “Debtors”) filed voluntary petitions for relief under chapter 11, title 11 of the U.S. Code (the “Bankruptcy Code”).

2. The Debtors are parties to a Practice Facility Agreement and Venue Use Agreement (collectively, the “Agreements”), both executed prior to the Petition Date. The Agreements provide for the Debtors’ use of the University’s TDECU Stadium.

3. On April 13, 2020, the Debtors filed their *Twelfth Omnibus Motion for Entry of an Order Authorizing the Debtors to Reject Certain Unexpired Leases and Executory Contracts*

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<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.

*Effective as of the Petition Date* [Doc. No. 23] (the “Motion to Reject”). The Agreements were included in the Motion to Reject among executory contracts and leases to be rejected.

4. Following the Motion to Reject, the University negotiated with the Debtors to have the Agreements included among the sale assets. The University and the Debtors (the “Parties”) ultimately agreed to certain terms by which the Agreements may be assumed and assigned.

5. On Jun 3, 2020, the Debtors filed the Notice. The Debtors have subsequently filed supplements to the Notice. Neither the Notice nor the supplements referenced cure amounts due for the Agreements.

6. Following the filing of the Notice, the Parties worked directly in an attempt to come to an agreed cure amount payable in the event the Agreements are assumed and assigned. The University was appreciative of this approach and of the professionalism showed by the Debtors’ representatives. The discussions were successful in the sense that the Parties are now much closer to agreement to the cure amounts than they were when discussions began. However, one potential additional issue remains unresolved. As such, the University has filed this Objection out of an abundance of caution.

**LIMITED OBJECTION AND RESERVATION OF RIGHTS**

7. Upon information and belief, the Parties are in agreement of a cure amount of \$729,444.25.<sup>2</sup> The University asserts that an additional \$112,500 is due (for a total of \$841,944.25) under the Venue Use Agreement for field replacement which has already occurred and costs and expenses have already been incurred. While the second installment payment of \$112,500 is not due until May 2021, the University is aware that an argument could be made by a prospective

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<sup>2</sup> Information supporting this amount was provided to the Debtors by the University in the recent discussions.

purchaser in a sale that such amount accrued pre-petition and therefore should have been included in the cure amount. As a result, the University is filing this Objection to preserve the issue.

WHEREFORE, the University respectfully requests that the Court permit the University to preserve the issue that the referenced \$112,500 shall be due and owing under the terms of the Agreements upon any assumption and assignment, and grant the University such other and further relief, both at law and in equity, to which the University may justly be entitled.

Dated: July 31, 2020

Respectfully submitted,

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ATTORNEYS FOR THE UNIVERSITY OF HOUSTON

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing has been served via the Court's Electronic Filing System on all parties requesting notice in this proceeding and that copies were mailed to the counsel and parties listed below via first class U.S. Mail, postage prepaid, on July 31, 2020.

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