

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 : Hearing Date: TBD
 : Objection Deadline: April 27, 2020 at 4:00 p.m. (ET)
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**DEBTOR’S TWELFTH OMNIBUS MOTION FOR ENTRY OF AN ORDER
AUTHORIZING THE DEBTOR TO REJECT CERTAIN UNEXPIRED LEASES AND
EXECUTORY CONTRACTS EFFECTIVE AS OF THE PETITION DATE**

**ANY PARTY RECEIVING THIS MOTION SHOULD LOCATE ITS
NAME AND ITS REJECTED AGREEMENT IDENTIFIED ON
EXHIBITS 1 AND 2 TO THE PROPOSED ORDER**

The debtor and debtor in possession in the above-captioned case (the “*Debtor*”) hereby submits this motion (this “*Motion*”) for entry of an order, substantially in the form attached hereto as Exhibit A (the “*Proposed Order*”), authorizing, but not directing, the Debtor to (i) reject the unexpired leases of nonresidential real property set forth on Exhibit 1 to the Proposed Order (the “*Rejected Real Property Leases*”) and the executory contracts, including any and all amendments thereto, set forth on Exhibit 2 to the Proposed Order (the “*Rejected Contracts*” and, collectively with the Rejected Real Property Leases, the “*Rejected Agreements*”), effective as of the Petition Date (as defined below) and (ii) abandon, effective as of the Petition Date, any personal property of the Debtor, including, but not limited to, furniture, fixtures, and equipment (collectively, the “*Personal Property*”) that remains, as of the Petition Date, on any of the premises (the “*Premises*”) that are subject to the Rejected Real Property Leases, except as otherwise noted

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.

herein. In support of this Motion, the Debtor relies on the *Declaration of Jeffrey N. Pollack in Support of Chapter 11 Petition and First-Day Pleadings* (the “**First Day Declaration**”),² which was filed contemporaneously with this Motion and is incorporated herein by reference. In further support of this Motion, the Debtor respectfully represents as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b), and the Debtor consents, pursuant to Local Rule 9013-1(f), to the entry of a final order by the Court in connection with this Motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

2. The statutory and legal predicates for the relief sought herein are sections 105(a), 365(a), and 554(a) of the Bankruptcy Code and Rules 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

BACKGROUND

A. General Background

3. On the date hereof (the “**Petition Date**”), the Debtor commenced this bankruptcy case (the “**Chapter 11 Case**”) by filing a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor is authorized to continue to operate its business and manage its

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the First Day Declaration.

property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No official committees have been appointed in the Chapter 11 Case and no request has been made for the appointment of a trustee or examiner.

4. Additional factual background relating to the Debtor's business, capital structure, and the commencement of the Chapter 11 Case is set forth in the First Day Declaration.

B. The Rejected Agreements

5. Prior to the Petition Date, the XFL provided high-energy professional football, reimagined for the 21st century with many innovative elements designed to bring fans closer to the players and the game they love, during the time of year when they wanted more football. The league debuted on February 8, 2020 to immediate acclaim; unfortunately, however, just weeks later the worldwide COVID-19 pandemic forced every major American sports league to suspend, if not cancel, their seasons. On March 20, 2020, the XFL canceled the remainder of its inaugural season, costing the nascent league tens of millions of dollars in revenue. The impossibility of knowing when the pandemic would sufficiently abate and allow the league to restart only exacerbated the problems posed by the Debtor's abrupt loss of revenue and continuing operating expenses. After considering all available strategic options, the Debtor and its professional advisors determined that the best course to preserve and maximize the value of the Debtor's estate is through a chapter 11 sale process.

6. The Rejected Agreements consist of (i) agreements for the use of certain stadium venues and/or practice facilities; and (ii) vendor and supplier agreements that, in each case, no longer provide any benefit to the Debtor in light of the unplanned termination of the inaugural XFL season and therefore represent potentially burdensome liabilities of the Debtor's estate.³

³ Prior to the Petition Date, certain of the Rejected Agreements may have terminated as a result of a force majeure provision, or a provision of similar effect, on account of the COVID-19 pandemic's devastating impact on the Debtor's

RELIEF REQUESTED

7. By this Motion, and in order to preserve and maximize the value of its estate, the Debtor seeks to reject the Rejected Agreements, effective as of the Petition Date, as the Debtor has determined that the Rejected Agreements are not integral to its chapter 11 efforts, are not otherwise beneficial to its estate, and potentially present burdensome liabilities. In addition, the Debtor seeks to abandon, effective as of the Petition Date, any Personal Property that remains as of such date on any of the Premises. In light of the Debtor's efforts to preserve and maximize the value of its estate through the Chapter 11 Case, and to avoid incurring costs and expenses that are no longer integral to its operations, the Debtor submits that such relief is necessary and appropriate.

BASIS FOR RELIEF

A. Rejection of the Rejected Agreements Effective as of the Petition Date is a Sound Exercise of the Debtor's Business Judgment

8. Section 365(a) of the Bankruptcy Code provides, in pertinent part, that a debtor-in-possession "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). As courts have held, "[t]he purpose behind allowing the assumption or rejection of executory contracts is to permit the trustee or debtor-in-possession to use valuable property of the estate and to 'renounce title to and abandon burdensome property.'" *Orion Pictures Corp. v. Showtime Networks, Inc. (In re Orion Pictures Corp.)*, 4 F.3d 1095, 1098 (2d Cir. 1993) (quoting 2 *Collier on Bankruptcy* ¶ 365.01[1] (15th ed. 1993)).

9. The standard applied to determine whether the rejection of an unexpired lease should be authorized is the "business judgment" standard. See *Sharon Steel Corp. v. Nat'l Fuel*

business, or otherwise pursuant to their terms. The Debtor nonetheless seeks authority to reject any such Rejected Agreements out of an abundance of caution. Additionally, a counterparty's inclusion on the lists of Rejected Real Property Leases and Rejected Contracts attached to the Proposed Order is not, and should not be construed as, an admission that the Debtor was party to a contract with such counterparty, or that any applicable agreement is executory.

Gas Distr. Corp., 872 F.2d 36, 40 (3d Cir. 1989); *see also In re HQ Global Holdings, Inc.*, 290 B.R. 507, 513 (Bankr. D. Del. 2003) (stating that a debtor’s decision to reject an executory contract is governed by the business judgment standard and can only be overturned if the decision was the “product of bad faith, whim, or caprice”). Once a debtor states a valid business justification, “[t]he business judgment rule ‘is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.’” *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

10. The business judgment rule is crucial in chapter 11 cases and shields a debtor’s management from judicial second-guessing. *See Comm. of Asbestos Related Litigants and/or Creditors v. Johns-Manville Corp.*, 60 B.R. 612, 615–16 (Bankr. S.D.N.Y. 1986) (“The Code favors the continued operation of a business by a debtor and a presumption of reasonableness attached to a debtor’s management decisions.”). Generally, courts defer to a debtor-in-possession’s business judgment to reject a lease or other executory contract. *See, e.g., NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984); *In re Minges*, 602 F.2d 38, 43 (2d Cir. 1979); *In re Riodizio*, 204 B.R. 417, 424–25 (Bankr. S.D.N.Y. 1997); *In re G Survivor Corp.*, 171 B.R. 755, 757 (Bankr. S.D.N.Y. 1994).

11. Upon finding that the Debtor has exercised sound business judgment in determining that rejection of the Rejected Agreements, effective as of the Petition Date, is in the best interests of the Debtor and its estate, the Court should approve the proposed rejections under section 365(a) of the Bankruptcy Code. *See, e.g., Westbury Real Estate Ventures, Inc. v. Bradlees, Inc. (In re Bradlees Stores, Inc.)*, 194 B.R. 555, 558 n.1 (Bankr. S.D.N.Y. 1996); *see also Summit Land Co.*

v. Allen (In re Summit Land Co.), 13 B.R. 310, 315 (Bankr. D. Utah 1981) (holding that, absent extraordinary circumstances, court approval of a debtor's decision to assume or reject an executory contract "should be granted as a matter of course"). If a debtor's business judgment has been reasonably exercised, a court should approve the assumption or rejection of an unexpired lease. *See, e.g., Sharon Steel Corp.*, 872 F.2d at 39–40.

12. As an integral component of its effort to preserve and maximize the value of its estate and reduce potential administrative claims in the Chapter 11 Case by, among other things, eliminating unnecessary costs, the Debtor has determined, in its business judgment, that the Rejected Agreements are burdensome and provide no economic value to its estate. The Rejected Agreements are unnecessary as the Debtor is no longer operating and, if not rejected, could potentially be a drain on the Debtor's estate and a hindrance to its chapter 11 efforts. The Debtor also believes that any continued expense in maintaining the Rejected Agreements and attempting to market such agreements would likely outweigh, if not eclipse, any benefit in attempting to identify a potential acquirer of the Rejected Agreements and unnecessarily deplete assets of the Debtor's estate, to the detriment of creditors. In contrast, rejection of the Rejected Agreements will represent a significant cost savings to the Debtor moving forward.

13. To avoid paying any unnecessary expenses related to the Rejected Agreements, the Debtor seeks to reject the Rejected Agreements effective as of the Petition Date. The Court has routinely authorized a debtor's retroactive rejection of unexpired leases. *See In re Chi-Chi's, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004); *see also In re Fleming Cos., Inc.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003) (rejection permitted to be effective as of the date of the motion or the date the premises surrendered).

14. The facts and circumstances of the Chapter 11 Case and the balance of the equities favor the Debtor's rejection of the Rejected Agreements effective as of the Petition Date. Without a retroactive date of rejection, the Debtor may incur unnecessary administrative charges that are not necessary to its operations. Moreover, the counterparties to the Rejected Agreements (collectively, the "*Counterparties*") will not be unduly prejudiced if the Rejected Agreements are rejected effective as of the Petition Date because the Debtor has served this Motion on the Counterparties and/or their agents or representatives by overnight delivery and, where possible, electronic mail, stating that the Debtor intends to reject the Rejected Agreements effective as of the Petition Date.

15. Furthermore, with respect to the Rejected Real Property Leases, to the extent applicable, the Debtor has, on or before the Petition Date, turned over any keys to the Premises to each Counterparty or its representative and has unequivocally surrendered, or hereby is unequivocally surrendering, possession thereof.⁴ Therefore, as it is in the Debtor's and its estate's best interest to eliminate the potential incurrence of administrative claims, and to avoid the potential accrual of any further obligations under the Rejected Agreements, the Debtor respectfully submits that the retroactive rejection of the Rejected Agreements effective as of the Petition Date is appropriate.

16. In light of the foregoing facts and circumstances, the Debtor respectfully submits that its rejection of the Rejected Agreements under section 365(a) of the Bankruptcy Code,

⁴ In certain instances, the Debtor and the Counterparties are party an agreement for the use of stadium or venue locations (each a "*Venue Use Agreement*") and a separate agreement for co-located practice and / or storage facilities (each a "*Practice Facility Agreement*"). *Except to the extent indicated on Exhibit I hereto*, the Debtor is not seeking to reject Practice Facility Agreements (even where an associated Venue Use Agreement is being rejected). Where only a Venue Use Agreement is being rejected, the Debtor has surrendered use and possession of the venue or stadium, however, it has not surrendered use of the practice or storage facility, and is not abandoning any Personal Property remaining therein.

effective as of the Petition Date, is a sound exercise of its business judgment and is necessary, prudent, and in the best interests of the Debtor, its estate, and its creditors. Accordingly, entry of the Proposed Order is appropriate.

B. Authorizing the Debtor to Abandon any Personal Property Remaining at the Premises as of the Petition Date is Appropriate

17. In the event that any Personal Property remains on any of the Premises as of the Petition Date, the Debtor requests authority to abandon the Personal Property, pursuant to section 554(a) of the Bankruptcy Code, with such abandonment being effective as of the Petition Date.

18. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). The right to abandon is virtually unfettered, unless abandonment of the property will contravene laws designed to protect public health and safety and the property poses an imminent threat to the public’s welfare. *See In re Midlantic Nat’l Bank*, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant under the circumstances.

19. The Debtor submits that any abandoned Personal Property is of inconsequential value or burdensome to the Debtor’s estate to remove. Among other things, the Debtor believes that the cost of retrieving, marketing, and reselling the abandoned Personal Property outweighs any recovery that the Debtor could reasonably hope to attain for such Personal Property. As a result, the Debtor has determined, in its business judgment, that the abandonment of any such Personal Property, effective as of the Rejection Date, is a sound exercise of its business judgment, and is necessary, prudent, and in the best interests of the Debtor, its estate, and its creditors.

RESERVATION OF RIGHTS

20. Nothing contained herein should be construed as a waiver of any of the Debtor's rights, defenses, or counterclaims with respect to any of the Rejected Agreements. Nor does anything contained herein constitute an acknowledgement that a particular Rejected Agreement constitutes an executory contract or unexpired lease under section 365 of the Bankruptcy Code, and has not otherwise expired by its own terms or upon agreement of the parties as of the date hereof.

NOTICE

21. Notice of this Motion has been provided to: (i) the Office of the United States Trustee for the District of Delaware; (ii) the Debtors' twenty-five (25) largest unsecured creditors; (iii) counsel to the Debtor's prepetition and postpetition lender; (iv) the Counterparties (via overnight delivery); and (v) any party that has requested notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtor submits that no other or further notice is necessary.

CONCLUSION

WHEREFORE, the Debtor requests entry of the Proposed Order granting the relief requested herein and such other and further relief as is just and proper.

Dated: April 13, 2020
Wilmington, Delaware

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Proposed Counsel to the Debtor and Debtor in Possession

EXHIBIT A

Proposed Order

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

	X	
In re	:	Chapter 11
	:	
ALPHA ENTERTAINMENT LLC,	:	Case No. 20-10940 (LSS)
	:	
Debtor.¹	:	Ref. Docket No. _____
	X	

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

Upon the motion (the “*Motion*”)² 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

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 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.
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.
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. 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.

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.

EXHIBIT 1

Rejected Real Property Leases

Exhibit A
Practice Facilities & Venue Use Agreements

Index	Contract Party	Description
1	Anschutz Southern California Sports Complex, LLC	Venue Use Agreement - Dignity Health Sports Park, California State University Dominguez Hills
2	Dc Stadium, LLC	Venue Use Agreement - Audi Field
3	First & Goal Inc.	Venue Use Agreement - Memorial Stadium
4	Long Beach Community College District	Practice Facility Agreement - Long Beach City College
5	New Meadowlands Stadium Company, LLC	Venue Use Agreement - MetLife Sports Complex
6	Rangers Baseball LLC	Venue Use Agreement - Globe Life Park
7	Seattle School District No. 1	Practice Facility Agreement - Memorial Stadium
8	St. Louis Convention And Visitors Commission	Venue Use Agreement - The Dome
9	Superdome North Jersey LLC	Practice Facility Agreement - Superdome
10	Tampa Sports Authority	Venue Use Agreement - Raymond James Stadium
11	The Maryland-National Capital Park and Planning Commission	Practice Facility Agreement - Prince George's Sports & Learning Complex
12	Town Of Ramapo	Practice Facility Agreements - 2020 Turf Field
13	University Of Houston	Practice Facility Agreement - University of Houston
14	University Of Houston	Venue Use Agreement - University of Houston - TDECU Stadium

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