

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

-----X	:	Chapter 11
In re	:	
	:	Case No. 20-10940 (LSS)
ALPHA ENTERTAINMENT LLC,	:	
	:	
Debtor.¹	:	Cure Cost/Assignment Objection Deadline & Sale Objection Deadline:
	:	July 13, 2020 at 4:00 p.m. (ET)
	:	
	:	Post-Auction Objection Deadline:
	:	August 5, 2020 at 12:00 p.m. (ET)
	:	
	:	Hearing Date:
	:	August 7, 2020 at 10:00 a.m. (ET)
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**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. The Sale Hearing shall take place on **August 7, 2020, at 10:00 a.m. (ET)**. The Sale Hearing may be adjourned by the Debtor from time to time without further notice to creditors or other parties in interest other than by announcement of the adjournment in open court on the date scheduled for the Sale Hearing or by filing a notice, which may be a hearing agenda, stating the adjournment, on the docket of the Debtor's chapter 11 case.

4. To facilitate the Sale, the Debtor is potentially seeking to assume and assign the Designated Contracts to any Successful Bidder, in accordance with the Assignment Procedures provided for in the Bid Procedures Order. Each of the 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 Designated Contracts under section 365(b)(1)(A) and (B) of the Bankruptcy Code is identified on Exhibit 1 attached hereto.

5. If a Non-Debtor Counterparty objects to the Cure Cost for its Designated Contract and/or to the proposed assumption, assignment and/or transfer of such Designated Contract (including the transfer of any related rights or benefits thereunder), other than objections that relate specifically to the identity of a Successful Bidder, 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 July 13, 2020** (the "*Sale 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); and (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) (collectively, the "*Notice Parties*").

6. Objections (a “*Post-Auction Objection*”) of any Non-Debtor Counterparty related solely to the identity of, and adequate assurance of future performance provided by, the Successful Bidder must (i) be in writing; (ii) state with specificity the nature of such objection, and (iii) be filed with the Bankruptcy Court and properly served on the Notice Parties so as to be received **on or before 12:00 p.m. (ET) on August 5, 2020** (the “*Post-Auction Objection Deadline*”).

7. At the Sale Hearing, the Debtor may seek Bankruptcy Court approval of the assumption and assignment to any Successful Bidder of those Designated Contracts that have been selected by the Successful Bidder to be assumed and assigned. The Debtor and its estate reserve any and all rights with respect to any Designated Contracts that are not ultimately assigned to the Successful Bidder.

8. Any Non-Debtor Counterparty to a Contract who fails to timely file and properly serve a Cure Cost/Assignment Objection or Post-Auction 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 relevant Successful Bidder and shall be forever barred and estopped from asserting or claiming against the Debtor or the Successful Bidder 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 relevant Successful Bidder.

9. 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.

10. Consideration of unresolved Cure Cost/Assignment Objections and Post-Auction Objections relating to all Designated Contracts, if any, will be held at the Sale Hearing; *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 and the parties to any Contract that is subject to a Cure Cost/Assignment objection, may adjourn a Cure Cost/Assignment objection.

11. 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 the relief generally requested in the Motion with respect to the approval of the Sale.

12. The Debtor's assumption and/or assignment of a Contract is subject to approval by the Bankruptcy Court and consummation of the Sale. Absent consummation of the Sale and entry of an order approving the assumption and/or assignment of the Designated Contracts, the Designated Contracts shall be deemed neither assumed nor assigned, and shall in all respects be subject to subsequent assumption or rejection by the Debtor.

13. Copies of the Motion, the Bidding Procedures, and the Bid Procedures 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.

14. 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 any Stalking Horse Bidder, as applicable; (b) adequate assurance information from the Stalking Horse Bidder (if its Contract is implicated by the Stalking Horse Bid), as applicable; (c) the identity of the Successful Bidder and any backup bidder; and (d) adequate assurance information from the Successful Bidder and any backup bidder (if its Contract is implicated by the Successful Bid or backup bid). Any such request shall include an email address whereby the requestor can receive such information, and Debtor shall provide, or shall cause their counsel and/or the claims and noticing agent to provide, such information to any requestor (a) with respect to a Stalking Horse Bidder, within the later of (i) twenty-four (24) hours after entry into any agreement with a Stalking Horse Bidder and (ii) twenty-four (24) hours after receipt by counsel to the Debtor of such a request; and (b) with respect to a successful Bidder or backup bidder, within the later of (i) twelve (12) hours after the conclusion of the Auction and (ii) twelve (12) hours after receipt by counsel to the Debtor of such a request.

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Dated: June 3, 2020
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Shane M. Reil

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Counsel to the Debtor and Debtor in Possession

EXHIBIT 1

Designated Contracts

(attached)

Alpha Entertainment LLC

Counterparty Name and Address	General Description	Contract Type	Cure Amount
30 Montgomery Partners, LLC c/o American Realty Advisors 515 South Flower Street, 49 th Floor Los Angeles, CA 90071	Office Facility Agreement	Office Facility Lease Agreement	\$20,034.67
1266 East Main LLC c/o Barings LLC One Financial Plaza, Suite 1700 Hartford, CT 06103	Office Facility Agreement	Office Facility Lease Agreement	\$0.00
Admiralty Insurance Company 100 Howard Blvd., Suite 300 P.O. Box 5430 Mt. Laurel, NJ 08054	Medical Professional Liability Insurance	Insurance Policy	\$0.00
ADP LLC One ADP Blvd Roseland, NJ 07068	Payroll Processing Agreement	Payroll Management Agreement	\$0.00
ADP LLC One ADP Blvd Roseland, NJ 07068	Payroll Tax Processing Agreement	Payroll Management Agreement	\$0.00
Alive Risk 10150 York Road, 5 th Floor Hunt Valley, MD 21030	Excess Liability Insurance Policy	Insurance Policy	\$0.00
Amazon Web Services 410 Terry Ave North Seattle, WA 98109-5210	Cloud Services	Services agreement	\$3,714.68
American Broadcasting Companies, Inc. 77 West 66 th Street New York, NY 10023	Broadcast rights agreement	Broadcast Agreement	\$0.00
American Express Merchant Services 200 Vesey Street New York, NY 10285	Credit Card Processing Agreement	Credit Card Processing Agreement	\$984,429.82
Anheuser Busch 2420 W 26th Avenue, Suite 275D Denver, CO 80211	XFL Sponsorship Agreement	Sponsorship Agreement	\$0.00
Anheuser Busch, LLC One Busch Place St. Louis, MO 63118	XFL Sponsorship Agreement	Sponsorship Agreement	\$0.00
AT&T Mobility 208 S. Akard St. Dallas, TX 75202	Voice/ Wireless Data Services Agreement	Services Agreement	\$0.00
barrettSF 250 Sutter St, Suite 200 San Francisco, CA 94108	Creative Services Agreement	Services Agreement	\$0.00
Canto Inc. 625 Market Street, Suite 600 San Francisco, CA 94105	Digital Asset Management	Asset Management Agreement	\$0.00

Counterparty Name and Address	General Description	Contract Type	Cure Amount
City of Plant City 302 W. Reynolds Street Plant City, FL 33563	Practice Facility and Storage Agreement	Team Facility Lease Agreement	\$0.00
Connect 2323 Ross Avenue, Suite 1700 Dallas, TX 75201	Consulting Services	Consulting Agreement	\$97,123.47
Crossroads Developers Associates LLC 1 International Boulevard, 11 th Floor Mahwah, NJ 07495	Practice Facility and Storage Agreement	Team Facility Lease Agreement	\$37,700.38
D.A. International 1904 Occidental Ave. South Seattle, WA 98134	Storage Facility Agreement	Storage Agreement	\$0.00
De Lage Landen Financial Services 1111 Old Eagle School Rd Wayne, PA 19087	Equipment Leasing	Leasing Agreement	\$19,388.82
Delaware North 250 Delaware Avenue Buffalo, NY 14202	Licensing Agreement	Licensing Agreement	\$0.00
DraftKings Inc. 222 Berkeley Street, 5 th Floor Boston, MA 02116	Partnership Agreement	Partnership Agreement	\$0.00
E-Z Storage Takoma Park 1352 Holton Lane Takoma Park, MD 20912	Storage Facility Agreement	Storage Agreement	\$0.00
El Rinconsito 2606 70th Avenue E, Suite 104 Fife, WA 98424	Sponsorship Agreement	Sponsorship Agreement	\$0.00
Elevate Sports Ventures LLC 4949 Marie DeBartolo Way Santa Clara, CA 95054	Consulting Agreement	Consulting Agreement	\$856,175.49
ESPN, Inc. ESPN Plaza Bristol, CT 06010	Broadcast Rights Agreement	Broadcast Agreement	\$0.00
Evanston Insurance Company 10 Parkway North Blvd, Suite 100 Deerfield, IL 60015	Executive Risk Insurance Policies	Insurance Policies	\$0.00
Evolution Media (CAA) 405 Lexington Ave, 20th Floor New York, NY 10174	Media Advisory Services	Media Agreement	\$250,000.00
Fairly Group 1800 S Washington St, STE 400 Amarillo, TX 79102	Insurance Services	Insurance Services Agreement	\$0.00
Fanatics 8100 Nations Way Jacksonville, FL 32256	Licensing Agreement	Licensing Agreement	\$0.00
FanDuel Inc. Betfair Interactive US LLC 123 Town Square Place #195 Jersey City, NJ 07310	Partnership Agreement	Letter Agreement	\$0.00

Counterparty Name and Address	General Description	Contract Type	Cure Amount
Fantasy Sport Shark, LLC 1187 Coast Village Road, #10-M Montecito, CA 93108	Sponsorship Agreement	Sponsorship Agreement	\$0.00
Fidelity 245 Summer St Boston, MA 02210	401K Plan provider	Adoption Agreement	\$0.00
Fox Broadcasting Company, LLC 10201 West Pico Blvd., Building 100 Los Angeles, CA 90035	Broadcast Rights Agreement	Broadcast Agreement	\$0.00
Fox Sports 1, LLC 10201 West Pico Blvd., Building 100 Los Angeles, CA 90035	Broadcast Rights Agreement	Broadcast Agreement	\$0.00
Great American Insurance Company 11201 Douglas Avenue Urbandale, IA 50322	Excess Liability Insurance Policy	Insurance Policy	\$0.00
Great Divide Insurance Company 1 Lime Street London Greater London, UK EC3M 7HA	General Liability Insurance Policy	Insurance Policy	\$0.00
Great Divide Insurance Company 1 Lime Street London Greater London, UK EC3M 7HA	Excess Liability Insurance Policy	Insurance Policy	\$0.00
Great Divide Insurance Company 1 Lime Street London Greater London, UK EC3M 7HA	Umbrella Insurance Policy	Insurance Policy	\$0.00
Half Lion 1723 W. Valley Highway E, #101 Summer, WA 98390	Sponsorship Agreement	Sponsorship Agreement	\$0.00
Illinois National Insurance Company 300 South Riverside Plaza, Suite 2100 Chicago, IL 60606	Excess D&O Insurance Policy	Insurance Policy	\$0.00
JP Morgan Chase NA 8181 Communications Parkway Plano, TX 75024	Merchant Payment Processing Agreement	Payment Processing Agreement	\$4,475,233.35
Liberty Insurance Underwriters Inc. 175 Berkeley Street Boston, MA 02116	Excess Liability Insurance Policy	Insurance Policy	\$0.00
Lou Fusz Soccer Club 1 Ram's Way St. Louis, MO 63045	Office and Practice Facility Agreement	Office and Practice Facility Lease Agreement	\$23,130.33
Machete Group Inc. 2626 Persa Street Houston Texas, 77098	Consulting Services Agreement	Consulting Agreement	\$156,201.90
Maingate 7900 Rockville Road Indianapolis, IN 46214	Licensing Agreement	Licensing Agreement	\$0.00

Counterparty Name and Address	General Description	Contract Type	Cure Amount
Monkey Knife Fight P.O. BOX 8401 San Jose, CA 95155	Partnership Agreement	Partnership Agreement	\$0.00
National Casualty Company Tower 301 E Fourth Street Cincinnati, OH 45202	Excess Liability Insurance Policy	Insurance Policy	\$0.00
National Union Fire Insurance Company of Pittsburgh 70 Pine Street New York, NY 10270	Cyber/Medical Insurance Policy	Insurance Policy	\$0.00
Onix: Google G Suite Reseller 18519 Detroit Ave Lakewood, OH 44107	License Agreement	License Agreement	\$2,838.81
PayPal Inc. 2211 North First Street San Jose, CA 95131	Payment Processing	Payment Processing Agreement	\$0.00
PointsBet USA Inc. 1331 17 th Street, Suite 900 Denver, CO 80202	Partnership Agreement	Partnership Agreement	\$0.00
Precious Vodka 1202 S. Southern Street Seattle, WA 98108	Sponsorship Agreement	Sponsorship Agreement	\$0.00
Presidio 200 Glastonbury Blvd, Suite 100 Glastonbury, CT 06033	Cloud Services	Service Agreement	\$0.00
Presidio 200 Glastonbury Blvd, Suite 100 Glastonbury, CT 06033	Identity and Management Services	Service Agreement	\$15,484.55
Presidio Networked 200 Glastonbury Blvd, Suite 100 Glastonbury, CT 06033	Networking and Cloud Services	Consulting Agreement	\$16,400.48
Progressive Insurance 6300 Wilson Mills Road Mayfield Village, OH 44143	Sponsorship Agreement	Sponsorship Agreement	\$0.00
Rangers Baseball LLC 1000 Ballpark Way Arlington, TX 76011	Practice Facility and Storage Agreement	Team Facility Lease Agreement	\$0.00
Rank & Rally 1111 S. Figueroa Street, Suite 3100 Los Angeles, CA 90015	Licensing Agreement	Licensing Agreement	\$0.00
RingCentral Inc. 20 Davis Dr. Belmont, CA 94002	Cloud based telecom services	Service Agreement	\$0.00
SHI International 290 Davidson Ave Somerset, NJ 08873	Microsoft Office 365 Pro Plus Agreement	Service Agreement	\$25,608.32
Slack 500 Howard St San Francisco, CA 94105	Cloud based messaging and collaboration services	Service Agreement	\$0.00

Counterparty Name and Address	General Description	Contract Type	Cure Amount
The Action Network 275 Madison Ave, Suite 512 New York, NY 10016	Content Partnership and Services	Letter Agreement	\$0.00
The Gatorade Company 555 West Monroe, Suite 10-2 Chicago, IL 60661	Sponsorship Agreement	Sponsorship Agreement	\$0.00
The Normal Brand 396A N. Euclid Avenue St. Louis, MO 63108	Licensing Agreement	Licensing Agreement	\$0.00
The Topps Company 1 Whitehall Street New York, NY 10004	Licensing Agreement	Licensing Agreement	\$0.00
Travelers One Tower Square Hartford, CT 06183	Crime Insurance Policy	Insurance Policy	\$0.00
Tri State Insurance Company of Minnesota 1250 East Diehl Road, Suite 200 Naperville, IL 60563	Workers' Compensation Insurance Policy	Insurance Policy	\$0.00
TSG Interactive US Services Limited DCOTA Office Center, 1855 Griffin Road, Suite C450 Dania Beach, FL 33004	Marketing and Operations Agreement	Gaming Agreement	\$0.00
Vegas Sports Information Network, Inc. 3033 Simpson Street Evanston, IL 60201	Production Agreement	Production Agreement	\$0.00
Wincraft, Inc. 960 East Mark Street P.O. Box 888 Winona, MN 55987	Licensing Agreement	Licensing Agreement	\$0.00
Workday Inc. 6230 Stoneridge Mall Rd Pleasanton, CA 94588	Software and Related Services Agreement	Service Agreement	\$6,060.00
World Wrestling Entertainment, Inc. 1241 E Main Street Stamford, CT 06902	Shared Services Agreement	Shared Services Agreement	\$203,424.65
WWE Media Services 1241 E Main Street Stamford, CT 06902	Shared services for content and media	Shared Services Agreement	\$0.00
Zaharoni Partners 9333 Melvin Avenue Northridge, CA 91324	Storage Facility Agreement	Storage Agreement	\$0.00
Zoom Video Communications, Inc. 55 Almaden Blvd, 6th Floor San Jose, CA 95113	Cloud based video conferencing service	Service Agreement	\$0.00