

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

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In re : **Chapter 11**
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ALPHA ENTERTAINMENT LLC, : **Case No. 20-10940 (LSS)**
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Debtor.¹ : **Supplemental Cure Cost/Assignment Objection Deadline:**
: **August 10, 2020 at 4:00 p.m. (ET)**
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: **Post-Auction Objection Deadline:**
: **August 5, 2020 at 12:00 p.m. (ET)**
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: **Hearing Date:**
: **August 7, 2020 at 10:00 a.m. (ET)**
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: **Ref. Docket Nos. 202, 321**
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**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 *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. The Debtor hereby files this *Supplemental Notice of Possible Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with Sale* (this “**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 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.

7. 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 any Successful Bidder, in accordance with the Assignment Procedures provided for in the Bid Procedures 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.

8. 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), 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 August 10, 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); 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***”).

9. 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***”).

10. 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.

11. 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.

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 and Post-Auction Objections relating to all Designated Contracts, if any, will be held at the Sale Hearing or, as applicable such later 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 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 the relief generally requested in the Motion with respect to the approval of the Sale.

15. 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.

16. 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.

17. 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.

Dated: July 27, 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
Anschutz Southern California Sports Complex, LLC 18400 Avalon Blvd. Los Angeles, CA 90015	Venue Use Agreement	Team Facility Lease Agreement	\$22,318.48
BreakingT LLC 4601 Fairfax Dr. Suite 1200 Arlington, VA 22203	License Agreement	Consumer Products License Agreement	\$0.00
Kinduct Technologies Inc. Purdy's Wharf Tower 2 1969 Upper Water St, Suite 201 Halifax, Nova Scotia B3J 3R7 Canada	Services and License Agreement	Software License and Services Agreement	\$0.00
Navex Global, Inc. 550 Meadows Road, Suite 500 Lake Oswego, OR 97035	Master Services Agreement	Software Subscription Services Agreement	\$0.00
Rangers Baseball LLC 1000 Ballpark Way, Suite 400 Arlington, TX 76011	Venue Use Agreement	Team Facility Lease Agreement	\$283,957.60
Salesforce.com, Inc. Salesforce Tower 415 Mission St., 3rd Fl. San Francisco, CA 94105	Master Subscription Agreement	Master Subscription Agreement	\$0.00
Sportradar AG Feldlistrasse 2, CH-9000 St. Gallen, Switzerland	Data Feed Agreement	Data Feed Marketing Agreement	\$0.00
SSM Medical Group, Inc. 12312 Olive Blvd., Ste. 600 St. Louis, MO 63141	Sponsorship Agreement	Sponsorship Agreement	\$0.00
SSM Medical Group, LLC 1173 Corporate Lake Drive St. Louis, MO 63132	Medical Provider Services Agreement	Medical Provider Services Agreement	\$0.00
Wavemaker Global LLC 825 7th Avenue New York, NY 10019	Marketing Agreement	Master Services Marketing Agreement	\$0.00
XOS Digital, Inc. 181 Ballardvale Street Wilmington, MA 01887	Master Services Agreement	Product and Software Agreement	\$453,605.00