

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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	:
<b>In re</b>	: <b>Chapter 11</b>
	:
<b>ALPHA ENTERTAINMENT LLC,</b>	: <b>Case No. 20-10940 (LSS)</b>
	:
<b>Debtor.<sup>1</sup></b>	:
	: <b>Hearing Date: July 19, 2021 at 3:00 p.m. (ET)</b>
	: <b>Response Deadline: June 25, 2021 at 4:00 p.m. (ET)</b>
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**PLAN ADMINISTRATOR’S SECOND (SUBSTANTIVE) OMNIBUS OBJECTION  
TO CLAIMS PURSUANT TO SECTION 502 OF THE BANKRUPTCY  
CODE, BANKRUPTCY RULE 3007 AND LOCAL RULE 3007-1**

**PARTIES RECEIVING THIS OBJECTION SHOULD LOCATE THEIR NAMES AND  
THEIR DISPUTED CLAIMS IDENTIFIED ON SCHEDULE 1 TO THE PROPOSED  
ORDER**

***TO CLAIMANTS WHOSE DISPUTED CLAIMS ARE SUBJECT TO THIS OBJECTION:***  
**\*YOUR SUBSTANTIVE RIGHTS AMY BE AFFECTED BY THIS OBJECTION AND  
ANY FURTHER OBJECTION THAT MAY BE FILED IN THIS CHAPTER 11 CASE**  
**\*\*THE RELIEF SOUGHT IN THIS OBJECTION IS WITHOUT PREJUDICE TO THE  
RIGHTS OF THE PLAN ADMINISTRATOR TO PURSUE FURTHER OBJECTIONS  
TO THE DISPUTED CLAIMS**

Peter Hurwitz, solely in his capacity as plan administrator (the “Plan Administrator”) for the above-captioned debtor and post-effective date debtor (the “Debtor”) hereby submits this objection (this “Objection”), pursuant to section 502 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 3007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 3007-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), to each of the claims filed against the Debtor and its estate that are listed on **Schedule 1** (collectively, the

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7778. The Debtor’s mailing address is c/o Peter Hurwitz, Plan Administrator, 40 Half Moon Lane, Irvington, NY 10533.

“Disputed Claims”) to the proposed form of order attached hereto as **Exhibit A** (the “Proposed Order”), and requests the entry of the Proposed Order reclassifying the Disputed Claims, as indicated in further detail below and on **Exhibit A** to the Proposed Order. In support of this Objection, the Plan Administrator relies on his declaration (the “Hurwitz Declaration”), a copy of which is attached hereto as **Exhibit B**. In further support of this Objection, the Plan Administrator respectfully represents as follows:

### **JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter 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)(2), and the Plan Administrator consents, pursuant to Local Rule 9013-1(f), to the entry of a final order by the Court in connection with the Objection 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.

2. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory and legal predicates for the relief sought herein are section 502 of the Bankruptcy Code, Bankruptcy Rule 3007 and Local Rule 3007-1.

### **BACKGROUND**

4. On April 13, 2020 (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. No requests have been made for the appointment of a trustee or examiner in the Chapter 11 Case.

5. Prior to the Petition Date, the Debtor and each player in the Debtor's XFL football league (the "Players") entered into a standard employee agreement (the "Player Contracts"). On May 11, 2020, the Court entered orders granting the Debtor's motions to reject the Player Contracts as of the Petition Date. [See Docket Nos. 116-24] (the "Rejection Orders").

6. Additional information about the Debtor's business and the events leading up to the Petition Date can be found in the *Disclosure Statement for the 1<sup>st</sup> Amended Chapter 11 Plan of Alpha Entertainment LLC* [Docket No. 503].

7. On December 10, 2020, the Debtor filed the 2<sup>nd</sup> Amended Chapter 11 Plan of Alpha Entertainment LLC [Docket No. 583] (the "Plan"). In accordance with the Plan, the Plan Administrator is responsible for administering and objecting to all Claims against the Debtor's estate. See Plan, § 5.4.3.<sup>2</sup>

8. On December 11, 2020, the Court entered an order confirming the Plan [Docket No. 592], which approved the appointment of the Plan Administrator as of the Effective Date. *Id.* at ¶ 18. The Effective Date occurred on December 22, 2020. [See Docket No. 604].

### **DEBTOR'S SCHEDULES**

9. On June 1, 2020, the Debtor filed its Schedules of Assets and Liabilities and Statements of Financial Affairs [Docket Nos. 194 and 195] (the "Schedules"). On September 24, 2020, the Debtor filed a notice of amendment to certain of the Schedules [Docket No. 421].

### **PROOFS OF CLAIM AND BAR DATE ORDERS**

10. On April 15, 2020, the Court entered an order [Docket No. 33] appointing Donlin, Recano & Company, Inc. ("DRC") as claims and noticing agent in the Chapter 11 Case. Among other things, DRC is authorized to (a) receive, maintain, and record and otherwise administer the

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to it in the Plan.

proofs of claim filed in the Chapter 11 Case, and (b) maintain an official claims register for the Debtor.

11. On July 14, 2020, the Court entered an order [Docket No. 286] (the “Bar Date Order”) providing that, except as otherwise provided therein, (i) all persons or entities (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts) that assert a claim, as defined in section 101(5) of the Bankruptcy Code, against the Debtor, including, without limitation, secured claims, and priority claims, which arose on or prior to the Petition Date, including requests for allowance and payment of claims under section 503(b)(9) of the Bankruptcy Code, shall file a proof of any such claim so that it is actually received on or before 5:00 p.m. (Eastern Time) on August 18, 2020 (the “General Bar Date”), and (ii) all governmental units, as defined in section 101(27) of the Bankruptcy Code, shall file a proof of any such claim so that it is actually received on or before 5:00 p.m. (Eastern Time) on October 12, 2020 (the “Government Bar Date”).

12. Additionally, pursuant to the Bar Date Order, except as otherwise provided by another order of the Court, any person or entity that holds a claim that arises from the rejection of an executory contract or unexpired lease (each, a “Rejection Damages Claim”) must file a proof of claim based on such rejection on or before the later of (i) the General Bar Date or (ii) 5:00 p.m. (prevailing Eastern Time) on the date that is thirty (30) days following the entry of the order approving the rejection of the executory contract or unexpired lease pursuant to which the entity asserting the Rejection Damages Claim is a party (the “Rejection Bar Date” and with the General Bar Date, the Government Bar Date and the Amended Schedules Bar Date, the “Bar Dates”).

13. Notice of the Bar Dates was provided by mail and publication in accordance with the procedures outlined in the Bar Date Order. [Docket Nos. 294 & 327].

**Player Claims and Contracts**

14. The Debtor and each Player entered into a Player Contract under which almost every Player earned a base weekly salary of \$1,040 with a term spanning from December 4, 2019 to May 31, 2020. A form Player Contract is attached hereto as **Exhibit C**. After reviewing the Debtor's books and records and making further inquiry, the Plan Administrator has determined that the Debtor paid all Players their earned wages and salary under the Player Contracts up to and through the Petition Date.

15. The Disputed Claims are Player claims for alleged priority wages, rejection damages and any other amounts alleged to be owing under the Player Contracts. Despite the wages of all Players having been paid through the Petition Date, the Disputed Claims request priority status under section 507(a)(4) of the Bankruptcy Code. Some of the Disputed Claims were also filed after the Bar Dates. The Plan Administrator has determined that no amounts were owing under the Player Contracts as of the Petition Date and rejection damages due under the Player Contracts, if any, should be calculated by taking the Player's weekly salary and multiplying it by seven, i.e. the number of weeks left on the Player Contracts. Accordingly, without conceding that any rejection damages are due on the Disputed Claims, the Plan Administrator is prepared to allow each of the Disputed Claims, except as otherwise noted on **Schedule 1** to the Proposed Order, as a general unsecured claim in the amount of \$7,280.

**RELIEF REQUESTED**

16. By this Objection, the Plan Administrator requests that the Court enter the Proposed Order, pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rule 3007, and Local Rule 3007-1, reclassifying the Disputed Claims, as indicated in further detail below and on **Schedule 1** to the Proposed Order.

17. In accordance with Local Rule 3007-1(e)(i)(E), the Plan Administrator submits that this Objection complies in all material respects with Local Rule 3007-1.

### **OBJECTION TO DISPUTED CLAIMS**

#### **A. The Disputed Claims**

18. The Disputed Claims listed on **Schedule 1** to the Proposed Order assert that the claim is entitled to priority status under the Bankruptcy Code.

19. The Plan Administrator has confirmed that no wages or salaries were unpaid under the Player Contracts as of the Petition Date. Rather, the Plan Administrator's review revealed that the Debtor paid all wages, salaries, or commissions earned by all Players within 180 days before the Petition Date. As a result, the Player claims are not entitled to priority under section 507(a)(4) of the Bankruptcy Code. Given that Players may have mistakenly asserted rejection damages as a priority wage claim under section 507(a)(4), the Disputed Claims should be reclassified as general unsecured claims as indicated on **Schedule 1** to the Proposed Order. Accordingly, the Disputed Claims should be reclassified to the priority levels indicated in the column titled "*Reclassified Claim Class*" on **Schedule 1** to the Proposed Order. Any failure to reclassify the Disputed Claims as indicated on **Schedule 1** to the Proposed Order will result in the Player being awarded undue priority status to the detriment of other creditors in this Chapter 11 Case.

20. Accordingly, subject to further objection by the Plan Administrator, the Plan Administrator objects to the Disputed Claims, and requests entry of the Proposed Order reclassifying the Disputed Claims as indicated on **Schedule 1** to the Proposed Order.

### **RESPONSES TO THIS OBJECTION**

21. Any responses to this Objection must be filed **on or before 4:00 p.m. (ET) on June 24, 2021**, in accordance with the procedures set forth in the notice of this Objection.

22. The Plan Administrator reserves the right to adjourn the hearing on any Disputed Claim, and in the event that the Plan Administrator does so, the Plan Administrator will state the same in the agenda for the hearing on that Disputed Claim, which agenda will be served on the claimant.

### **RESERVATION OF RIGHTS**

23. The Plan Administrator reserves any and all rights to amend, supplement or otherwise modify this Objection, the Proposed Order, or **Schedule 1** thereto, and to file additional objections to any and all claims filed in this Chapter 11 Case, including, without limitation, any and all of the Disputed Claims. The Plan Administrator also reserves any and all rights, claims and defenses with respect to any and all of the Disputed Claims, and nothing included in or omitted from this Objection, the Proposed Order, or **Schedule 1** thereto is intended or shall be deemed to impair, prejudice, waive or otherwise affect any rights, claims, or defenses of the Debtor and its estate with respect to the Disputed Claims.

### **NOTICE**

24. Notice of the Objection has been provided to: (i) the U.S. Trustee; (ii) counsel to the Committee; (iii) counsel to the Debtor's prepetition lender; (iv) any party that has requested notice pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure; and (v) all claimants whose Disputed Claims are subject of this Objection. In light of the nature of the relief requested herein, the Plan Administrator submits that no other or further notice is necessary.

### **CONCLUSION**

25. WHEREFORE, for the reasons set forth herein, the Plan Administrator respectfully requests that the Court (a) enter the Proposed Order, and (b) grant such other and further relief as may be just and proper.

Dated: June 11, 2021

GREENBERG TRAURIG, LLP

/s/ Dennis A. Meloro

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*Counsel for the Plan Administrator*

**Exhibit A**

(Proposed Order)

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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

**ORDER SUSTAINING PLAN ADMINISTRATOR’S SECOND (SUBSTANTIVE) OMNIBUS OBJECTION TO CLAIMS PURSUANT TO SECTION 502 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3007 AND LOCAL RULE 3007-1**

Upon consideration of the *Plan Administrator’s Second (Substantive) Omnibus Objection to Claims Pursuant to Section 502 of the Bankruptcy Code, Bankruptcy Rule 3007 and Local Rule 3007-1* (the “Objection”)<sup>2</sup> and the Hurwitz Declaration; and it appearing that this Court has jurisdiction to consider the Objection 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; and it appearing that venue of this chapter 11 case and the Objection in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that notice of the Objection was good and sufficient upon the particular circumstances and that no other or further notice need be given; and upon the record herein; and after due deliberation thereon and good and sufficient cause appearing therefor; it is hereby **ORDERED, ADJUDGED, AND DECREED THAT:**

1. The Objection is SUSTAINED, as set forth herein.

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7778. The Debtor’s mailing address is c/o Peter Hurwitz, Plan Administrator, 40 Half Moon Lane, Irvington, NY 10533.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to it in the Objection.

2. Subject to further objection by the Debtor and its estate, the Disputed Claims identified on **Schedule 1** to the Order are hereby reclassified to the priority levels indicated in the column titled “*Reclassified Claim Class*” on **Schedule 1** to the Order.

3. The Plan Administrator’s objection to each Disputed Claim addressed in the Objection constitutes a separate contested matter as contemplated by Bankruptcy Rule 9014. This Order shall be deemed a separate Order with respect to each claim. Any stay of this Order pending appeal by any of the claimants subject to this Order shall only apply to the contested matter which involves such claimant and shall not act to stay the applicability and/or finality of this Order with respect to the other contested matters covered hereby.

4. Any and all rights of the Plan Administrator and its estate to amend, supplement or otherwise modify the Objection and to file additional objections to any and all claims filed in this Chapter 11 Case, including, without limitation, any and all of the Disputed Claims, shall be reserved. Any and all rights, claims and defenses of the Debtor and its estate with respect to any and all of the Disputed Claims shall be reserved, and nothing included in or omitted from the Objection is intended or shall be deemed to impair, prejudice, waive or otherwise affect any rights, claims, or defenses of the Debtor and/or its estate with respect to the Disputed Claims.

5. This Court shall retain jurisdiction over any and all affected parties with respect to any and all matters, claims or rights arising from or related to the implementation or interpretation of this Order.

**Schedule 1**<sup>1</sup>

(Disputed Claims)

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<sup>1</sup> Capitalized terms used but not otherwise defined on **Schedule 1** shall have the meanings ascribed to such terms in the Objection.

No.	Name	Claim No.	ECN	Asserted Claim Class	Asserted Claim Amount	Reclassified Claim Class	Reclassified Claim Amount	Reason(s)
1.	Rausa, Tyler	640	469	Unsecured Secured Priority Administrative Total	\$0 \$0 \$7,280 \$0 \$7,280	Unsecured Secured Priority Administrative Total	\$7,280 \$0 \$0 \$0 \$7,280	The Debtor paid all wages, salaries, or commissions earned within 180 days before the Petition Date. Therefore, the claimant is not entitled to priority under section 507(a)(4) of the Bankruptcy Code, and the claim should be reclassified as a general unsecured claim.
2.	Robinson, Jaelin	614	443	Unsecured Secured Priority Administrative Total	\$0 \$0 \$7,280 \$0 \$7,280	Unsecured Secured Priority Administrative Total	\$7,280 \$0 \$0 \$0 \$7,280	The Debtor paid all wages, salaries, or commissions earned within 180 days before the Petition Date. Therefore, the claimant is not entitled to priority under section 507(a)(4) of the Bankruptcy Code, and the claim should be reclassified as a general unsecured claim.
3.	Victor, Darius	585	416	Unsecured Secured Priority Administrative Total	\$0 \$0 \$7,280 \$0 \$7,280	Unsecured Secured Priority Administrative Total	\$7,280 \$0 \$0 \$0 \$7,280	The Debtor paid all wages, salaries, or commissions earned within 180 days before the Petition Date. Therefore, the claimant is not entitled to priority under section 507(a)(4) of the Bankruptcy Code, and the claim should be reclassified as a general unsecured claim.
4.	Barron, Kirk	584	414	Unsecured Secured Priority Administrative Total	\$0 \$0 \$7,280 \$0 \$7,280	Unsecured Secured Priority Administrative Total	\$7,280 \$0 \$0 \$0 \$7,280	The Debtor paid all wages, salaries, or commissions earned within 180 days before the Petition Date. Therefore, the claimant is not entitled to priority under section 507(a)(4) of the Bankruptcy Code, and the claim should be reclassified as a general unsecured claim.
5.	Farrow, Kenneth	595	425	Unsecured Secured Priority Administrative Total	\$0 \$0 \$7,280 \$0 \$7,280	Unsecured Secured Priority Administrative Total	\$7,280 \$0 \$0 \$0 \$7,280	The Debtor paid all wages, salaries, or commissions earned within 180 days before the Petition Date. Therefore, the claimant is not entitled to priority under section 507(a)(4) of the Bankruptcy Code, and the claim should be reclassified as a general unsecured claim.
6.	Carew, Tanner	692	521	Unsecured Secured Priority Administrative Total	\$0 \$0 \$7,280 \$0 \$7,280	Unsecured Secured Priority Administrative Total	\$7,280 \$0 \$0 \$0 \$7,280	The Debtor paid all wages, salaries, or commissions earned within 180 days before the Petition Date. Therefore, the claimant is not entitled to priority under section 507(a)(4) of the Bankruptcy Code, and the claim should be reclassified as a general unsecured claim.

No.	Name	Claim No.	ECN	Asserted Claim Class	Asserted Claim Amount	Reclassified Claim Class	Reclassified Claim Amount	Reason(s)
7.	McDonald, Andrew	588	417	Unsecured Secured Priority Administrative Total	\$0 \$0 \$7,280 \$0 \$7,280	Unsecured Secured Priority Administrative Total	\$7,280 \$0 \$0 \$0 \$7,280	The Debtor paid all wages, salaries, or commissions earned within 180 days before the Petition Date. Therefore, the claimant is not entitled to priority under section 507(a)(4) of the Bankruptcy Code, and the claim should be reclassified as a general unsecured claim.
8.	Russolino, Taylor	691	520	Unsecured Secured Priority Administrative Total	\$0 \$0 \$7,280 \$0 \$7,280	Unsecured Secured Priority Administrative Total	\$7,280 \$0 \$0 \$0 \$7,280	The Debtor paid all wages, salaries, or commissions earned within 180 days before the Petition Date. Therefore, the claimant is not entitled to priority under section 507(a)(4) of the Bankruptcy Code, and the claim should be reclassified as a general unsecured claim.
9.	Stubbs, Anthony	602	432	Unsecured Secured Priority Administrative Total	\$0 \$0 \$7,280 \$0 \$7,280	Unsecured Secured Priority Administrative Total	\$7,280 \$0 \$0 \$0 \$7,280	The Debtor paid all wages, salaries, or commissions earned within 180 days before the Petition Date. Therefore, the claimant is not entitled to priority under section 507(a)(4) of the Bankruptcy Code, and the claim should be reclassified as a general unsecured claim.

**Exhibit B**

(Hurwitz Declaration)

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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	:
<b>In re</b>	: <b>Chapter 11</b>
	:
<b>ALPHA ENTERTAINMENT LLC,</b>	: <b>Case No. 20-10940 (LSS)</b>
	:
<b>Debtor.<sup>1</sup></b>	:
	:
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**DECLARATION OF PETER HURWITZ IN SUPPORT OF PLAN ADMINISTRATOR’S SECOND (SUBSTANTIVE) OMNIBUS OBJECTION TO CLAIMS PURSUANT TO SECTION 502 OF THE BANKRUPTCY CODE, BANKRUPTCY RULE 3007 AND LOCAL RULE 3007-1**

I, Peter Hurwitz, pursuant to 28 U.S.C. § 1746, declare:

1. I am the plan administrator (the “Plan Administrator”) for the above-captioned debtor and post-effective date debtor (the “Debtor”). I am the person responsible for overseeing the claims reconciliation and objection process in this Chapter 11 Case. I have read the *Plan Administrator’s Second Omnibus (Substantive) Objection to Claims Pursuant to Section 502 of the Bankruptcy Code, Bankruptcy Rule 3007 and Local Rule 3007-1* (the “Objection”),<sup>2</sup> and I am directly, or by and through other personnel or representatives, reasonably familiar with the information contained therein, the Proposed Order, and the schedule to the Proposed Order. I am authorized to execute this declaration on behalf of the Debtor.

2. Considerable resources and time have been expended in reviewing and reconciling the proofs of claim filed or pending against the Debtor and its estate in this Chapter 11 Case. Such

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7778. The Debtor’s mailing address is c/o Peter Hurwitz, Plan Administrator, 40 Half Moon Lane, Irvington, NY 10533.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Objection.

claims have been (and continue to be) reviewed and analyzed in good faith utilizing due diligence by the appropriate personnel and representatives of the Plan Administrator. These efforts have resulted in the identification of the Disputed Claims.

3. With respect to the Disputed Claims, the Debtor and each Player entered into a form employment agreement (a "Player Contract") under which the Player earned a base weekly salary of \$1,040 with a term spanning from December 4, 2019 to May 31, 2020. After reviewing the Debtor's books and records and further due inquiry, I have determined that the Debtor paid all Players their earned wages and salary under the Player Contracts through the Petition Date and that no amounts were owing under the Player Contracts as of the Petition Date.

4. The Disputed Claims are the Players' claims for alleged rejection damages and any other amounts alleged to owing under the Player Contracts. Despite the uniformity of the Player Contracts, and the wages of all Players having been paid through the Petition Date, the Disputed Claims request priority status under section 507(a)(4) of the Bankruptcy Code. Some of the Disputed Claims were also filed after the Bar Dates.

5. As noted above, the Debtor paid all amounts owing under the Player Contracts through the Petition Date such that no claims for wages or salary were extant as of the Petition Date in connection with any of the Disputed Claims. In addition, based on my review and investigation, rejection damages due under the Player Contracts, if any, should be calculated by taking the Player's weekly salary and multiplying it by seven, i.e. the number of weeks remaining on the Player Contracts upon rejection. Accordingly, without conceding that any rejection damages are due on the Disputed Claims, I have proposed allow each of the Disputed Claims, except as otherwise noted on Schedule 1 to the Proposed Order, as a general unsecured claim in the amount of \$7,280.

6. The information contained in **Schedule 1** to the Proposed Order, including the calculations as to rejection damages, is true and correct to the best of my knowledge, information, and belief.

7. I, along with my representatives, have reviewed the Debtor's books and records and determined that the Disputed Claims should be modified, reclassified and allowed as provided for on **Schedule 1** to the Proposed Order to prevent the Players from potentially receiving unwarranted recoveries and undue priority status to the detriment of other creditors in this Chapter 11 Case. Thus, the Plan Administrator seeks to modify the amount of the Disputed Claims, as provided for on **Schedule 1** to the Proposed Order.

8. I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed on June 10, 2021

/s/ Peter Hurwitz  
Peter Hurwitz, solely in his capacity as plan administrator for Alpha Entertainment LLC

**Exhibit C**

(Form Player Contract)

**CONFIDENTIAL DRAFT -- DO NOT CIRCULATE**

## **XFL STANDARD PLAYER CONTRACT**

This XFL Standard Player Contract (the “**Contract**”) is by and between Alpha Entertainment LLC, dba XFL (the “**XFL**” or “**League**”), and \_\_\_\_\_ (the “**Player**”).

The XFL wishes to employ Player, and Player wishes to serve, as a skilled football player for one or more of the XFL Teams, subject to the terms and conditions of the Contract Documents (as defined below in Section 1).

All capitalized terms not otherwise defined in this Contract shall be defined as set forth in Section 1 of the XFL Standard Terms and Conditions attached hereto as Exhibit 1.

Intending to be legally bound, the XFL and Player agree as follows:

### **1. Term**

This Contract, which consists of (a) the XFL Standard Player Contract, (b) the XFL Standard Terms and Conditions attached hereto as Exhibit 1, (c) the Arbitration Agreement, Class Action Waiver, and Acknowledgement Form attached hereto as Exhibit 2, (d) the Pre-Existing Sponsorship and Licensing Contracts attached hereto as Exhibit 3, (e) the Original Intellectual Property attached hereto as Exhibit 4, and (f) the Sports Player Coverage Agreement attached hereto as Exhibit 5 (together, the “**Contract Documents**”), shall cover the portion of the 2020 League Year commencing on December 4, 2019 or the date the Contract Documents are signed by the Player, whichever is later (the “**Effective Date**”) and end on May 31, 2020, unless terminated pursuant to the terms of the Contract Documents (hereinafter defined the “**Term**”).

### **2. Player Services**

(a) During the Term, and subject to the provisions of the XFL Standard Terms and Conditions, the Player shall:

(i) attend and play in all games in which the XFL Team to which the Player has been assigned by the League is scheduled to play (including all exhibition or Pre-Season, Regular Season, and Post-Season games);

(ii) attend and participate in all Pre-Season mini-camps and training camps;

(iii) attend and participate in all practices, training and conditioning sessions (including, but not limited to, weight training sessions), and meetings scheduled by Player’s Team;

(iv) attend and play, if selected, in the League's all-star event(s);

(v) attend and play, if invited, in any other tours, exhibitions or activities scheduled by the League;

(vi) attend and participate in all mandatory programs scheduled by the League (e.g., player orientations, life skill programs, player development programs, career development seminars, and any and all other training and development activities as may be set by the League);

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(vii) at reasonable times, serve, solely when authorized by the League and/or a Team, as a spokesperson for and promoter of such Team, the XFL, its media and business partners (including, without limitation sponsors and advertisers) and the sport of football and devote reasonable time and efforts to the performance of such duties, including participation in Commercial Appearances and/or Promotional Appearances (as defined in Section 1(c) and 1(m) of Exhibit 1);

(viii) at reasonable times, commit a portion of his time to the creation, capturing, producing or distributing of original content for the XFL and/or its media partners (e.g., electronic imaging for video games) as directed by the League and/or a Team;

(ix) solely when authorized by the League and/or a Team, cooperate with all reasonable requests of the news media, media partners and any XFL media platforms, and upon the request of the XFL and/or a Team, consent to and be available for interviews conducted at reasonable times;

(x) cooperate with all reasonable requests of the XFL and/or Team for content creation and capture, which shall include (A) using Player social channels for cross-promotion of XFL and/or Team initiatives, (B) participating in fan-oriented, in-person activities (e.g., community appearances, pre- and post-game fan, partner and media meet-and-greet opportunities, autograph signings), (C) maintaining an active social media presence through each of the primary social media channels (e.g., Facebook, Twitter, Instagram, Snapchat, YouTube), and (D) working cooperatively with the Team and the League on posting social presence and tracking of performance on social media following Player receipt of training on best practices to satisfy this obligation;

(xi) upon the request of the XFL and/or Team, consent to the wearing of audio-visual devices, wearable technology sensors incorporating the ability to track player movement, biometrics and vital signs of any kind (now known or hereafter devised) during League games and/or practices (and the broadcast of such recording) in each case to the fullest extent permitted under applicable law, with the understanding that further disclosures by the XFL and/or the Player's voluntary consent may in certain cases be required; and

(xii) comply with the terms and conditions of Section 8 (Promotion of Team and League) of the XFL Standard Terms and Conditions.

(b) The Player shall perform his duties and responsibilities at such place or places and such times as may be designated by the XFL (either directly or through a Team). The Player recognizes, understands and agrees that (i) at any time during the Term, his services may be assigned to any Team in the XFL, and (ii) he may be required to relocate in order to satisfactorily fulfill his duties under the Contract Documents. The Player further recognizes, understands and agrees that the League, in the League's sole discretion, may assign the Player to the League's Team 9.

### **3. Compensation and Benefits**

(a) As full compensation for all time worked during the Term (except as set forth in Section 8(c) of Exhibit 1), the Player shall receive a weekly salary in the gross amount of One Thousand Forty Dollars and 00/100

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(\$1,040.00), prorated for the actual period of employment, for an anticipated aggregate gross amount of Twenty-Seven Thousand Forty Dollars and 00/100 (\$27,040.00) (the “**Base Salary**”).

(b) All amounts set forth in subsection 3(a) above and subsection 3(e) below shall be payable less applicable withholding and taxes and in accordance with League policies and all applicable laws.

(c) For participating in the League’s and/or Team’s pre-season mini-camps and training camps, the Player will be provided with housing and meals while attending the camps as set forth by the League.

(d) Player will be provided with housing and meals in connection with Player’s travel to fulfill his obligations hereunder including football games outside of Team’s home city and shall be provided necessary traveling expenses in accordance with the XFL’s travel and entertainment policy to his residence if the Contract Documents are terminated by the League or Team. Notwithstanding the prior sentence, Player shall be responsible for any traveling expenses to his residence following the end of his Team’s respective Season.

(e) Subject to Player’s compliance with all XFL rules, policies, and procedures, Player shall be eligible to receive certain performance bonuses, postseason bonuses, and other bonuses, as determined by the XFL from time to time in its sole discretion. As of the Effective Date, the Player is eligible for the following bonuses:

(i) *Game Activation Bonus*. Player shall receive One Thousand Six Hundred Eighty-Five and 00/100 Dollars (\$1,685.00) for each game during the Regular Season in which the Player is on the final Active Roster for such game; and

(ii) *Victory Bonus*. Player shall receive Two Thousand Two Hundred Twenty-Two and 00/100 Dollars (\$2,222.00) for each game during the Regular Season in which the Player is on the final Active Roster for such game and the Player’s then-assigned Team wins such game.

(f) Player shall be entitled to participate in the XFL’s health insurance plan, subject to and in accordance with the terms and conditions of such plan and the provisions set forth in the XFL Benefits Information Guide, as such terms, conditions and provisions may be amended from time to time in the XFL’s sole discretion.

(g) Neither the Player nor any person or entity acting for or in concert with the Player shall request, accept or otherwise receive any payments or other benefits or things of value from the XFL or any Team for the services hereunder except those provided in the Contract Documents, otherwise as may be required by law, or as otherwise described in any written program or policy that the XFL may in its sole discretion adopt or maintain. The XFL may suspend the Player or terminate the Contract Documents (or any portion thereof) and declare the Contract Documents null and void if the XFL in its sole discretion determines that the Player has violated the provisions of this subsection 3(g).

(h) Player understands and agrees that the Player’s position is exempt and not subject to federal or state minimum wage or overtime requirements, that the above amounts will constitute the full compensation he will be paid under the Contract Documents (except for any additional compensation as expressly set forth in Section 8(c) of Exhibit 1), and that no additional monies or royalties will be paid for the rights granted by Player to the XFL,

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including, but not limited to, the licensing, merchandising, and promotional rights set forth in Sections 5, 6 and 8 of the XFL Standard Terms and Conditions attached hereto as Exhibit 1.

**4. Termination**

(a) The Contract Documents (or any portion thereof) may be terminated by the XFL at any time without further obligation on the part of either the XFL or Player, upon written notice to the Player, if the Player: (i) in the sole judgment of a physician designated by the XFL or Team, fails to pass his pre-season physical; (ii) in the sole opinion of League's management, does not satisfactorily pass a background check; (iii) in the sole opinion of League management, fails, refuses or neglects to keep himself in first class physical condition or to obey the League and Team training rules; (iv) in the sole opinion of the League's management, fails to exhibit sufficient skill or competitive ability to qualify or to continue to qualify as a Player for the Team and/or in the XFL; (v) in the sole opinion of League's management, violates the XFL's Substance Abuse and Drug Testing Policy or otherwise uses drugs, alcohol or any other substance in a manner that interferes with or affects the performance of the services required hereunder; (vi) in the sole opinion of League's management, fails, refuses, neglects or is unable, for any reason, to render his services hereunder or in any other manner materially breaches the Contract Documents, including but not limited to all required on- and off-field activities or services during the League Year; (vii) in the sole opinion of League's management, fails, refuses or neglects to conform his personal conduct to standards of good citizenship, good moral character, good sportsmanship or acts in a manner that is not in the best interests of the League and/or Team; (viii) in the sole opinion of League's management, fails to follow any League and/or Team rules, policies or procedures that have been communicated (in written form, verbally or otherwise) to the Player; or (ix) if for any other reason, is not assigned or reassigned to a Team.

(b) Prior to terminating the Contract Documents, the League may, but shall not be required to, offer the Player to the other XFL Teams by assignment, pursuant to the League's player allocation and waiver system to be determined in the League's sole discretion. In the event that the Player is assigned pursuant to those procedures, the Contract Documents shall remain in full force and effect.

(c) If the XFL terminates the Contract Documents, all obligations of the XFL to pay compensation or benefits hereunder shall cease on the date of termination, except that the Player shall be entitled to receive (provided that he has not already received), as full compensation for his services hereunder, a prorated portion of his Base Salary through the date of termination, and any bonus payments, promotional fees or expense reimbursements (if applicable) that the Player had earned prior to the date of termination that were not paid to the Player as of the date of termination.

5. [Intentionally Omitted]

**6. Termination for NFL Opportunity**

If at any time after the conclusion of the 2020 championship game through May 31, 2020, Player receives a written offer to sign a contract with a team in the National Football League ("**NFL**"), the Contract Documents shall be terminated and the Player shall be free to play competitive football for the NFL team, provided Player executes a release in a form provided by the XFL relieving the XFL of all future obligations to the Player, including

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without limitation all compensation and benefits provided by the XFL. Should Player be released from the NFL team within the initial six (6) months of signing, Player shall notify the XFL in writing immediately following such release, in which event the XFL shall have the exclusive right to sign Player to a new XFL Standard Player Contract. Such exclusive right shall continue for thirty (30) days from the date of notification of such release. If no agreement is reached by the end of such thirty (30) day period, then the XFL shall have a right to match the objective financial terms (i.e., terms that are objectively and readily reducible to an exact dollar amount) of any third party offer for Player's football services. Player shall notify the XFL in writing immediately following receipt of any such third party offer. Player shall obtain any such third party offer in a writing signed by the third party, and Player shall deliver such written and signed third party offer to the XFL. Such matching right shall be exercised by the XFL, if at all, not later than five (5) business days after XFL's receipt of the written and signed third party offer. For the avoidance of doubt, nothing herein shall restrict Player from signing a contract with the NFL between May 31, 2020 and the time at which Player enters into a new commitment with the XFL, if applicable.

**7. Injury**

Subject to Sections 4 and 5 of the XFL Standard Terms and Conditions attached hereto as Exhibit 1, if Player is unable to render his services hereunder due to an injury that (i) in the sole judgment of a physician designated by the XFL or the Player's assigned Team, resulted directly from his rendering playing services for an XFL Team or the League and does not constitute an aggravation or re-injury of a prior injury suffered by the Player while not performing playing services for the XFL, (ii) occurred while the Player was on an Active Roster of an XFL Team, and (iii) Player provided notice of such injury as required by Section 4(c) of the XFL Standard Terms and Conditions, then the Player shall continue to receive his Base Salary until the sooner of (A) Player passing a physical; and (B) the conclusion of the League Year in which his injury occurred. The Player shall not be eligible for any bonus payments after the date of injury (except any bonus payments that the Player earned prior to the date of the injury that were not paid to the Player as of the date of injury); provided however, if Player's assigned Team as of the date of injury wins the championship of the League, Player shall be eligible to receive a championship bonus, in an amount to be determined by the League in its sole discretion.

**8. Workers' Compensation**

(a) Unless prohibited by applicable law, any compensation paid to Player under the Contract Documents for a period during which Player is entitled to workers' compensation benefits by reason of temporary total, permanent total, temporary partial, permanent partial disability or any variation thereof, will be deemed an advance payment of workers' compensation benefits due to Player, and the League shall be entitled to be reimbursed the amount of such payment out of any award of workers' compensation to which the Player is, or may become entitled. This reimbursement shall apply with regard to workers' compensation claims arising out of any injury, whether acute or cumulative, that is the principal basis for the Player's workers' compensation award.

(b) Player shall execute a copy of the Sports Player Coverage Agreement set forth on Exhibit 5 for purposes of workers' compensation, as Player may be assigned, designated or relocated to perform his duties and responsibilities for the XFL in the State of Washington. In such event, Player agrees that any workers' compensation dispute or cause of action arising out of Player's employment with the XFL shall be subject to the workers' compensation laws of Texas exclusively.

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(c) Player agrees that any workers' compensation dispute or cause of action arising out of Player's employment with the XFL shall be subject to the workers' compensation laws of Connecticut exclusively and not the workers compensation laws of any other state and shall be brought solely with the Workers Compensation Board (or such other government tribunal or entity that has such jurisdiction) of the State of Connecticut.

**9. Off-Season Activities**

As more fully set forth in Section 8 of the XFL Standard Terms and Conditions attached hereto as Exhibit 1, Player shall be required to participate in any and all Off-Season promotional games, events, activities or XFL Content Creation ("**Promotional Activities**") if he is invited by the XFL to participate. Player shall be paid weekly during any week Player performs services during the Off-Season, in accordance with federal, state and local law.

**10. Exclusivity**

The Player represents and agrees that he has extraordinary and unique skill and ability as a professional football player, that the services to be rendered by him hereunder cannot be replaced, that the loss of such services cannot be estimated with certainty and cannot fairly or adequately be compensated for in money damages, and that any breach by the Player of the Contract Documents will cause irreparable injury to the League and the Team. Therefore, it is agreed that except as set forth herein, if in the event it is alleged by the League or the Team that the Player is playing, attempting or threatening to play, or negotiating for the purpose of playing football, during the Term of the Contract Documents, for any other person, business, team, company, corporation, or organization, then the League, the Team and their respective assignees (in addition to any other remedies that may be available to them judicially or by way of arbitration) shall have the right to obtain from any court or arbitrator having jurisdiction such equitable relief as may be appropriate, including a decree enjoining the Player from any such further breach of the Contract Documents, and enjoining the Player from playing football for any other person, business, team, company, corporation, or organization or performing other services for any football league or team during the Term. The Player agrees that the Team may at any time assign such right to the League for the enforcement thereof. In any suit, action, or arbitration proceeding brought to obtain such equitable relief, the Player does hereby waive his right, if any, to trial by jury, and does hereby waive his right, if any, to interpose any counterclaim or set-off for any cause whatever, and acknowledges that any counterclaim or set-off may only be pursued in arbitration as provided in Section 11.

**11. Governing Law**

The Contract Documents are made under and shall be governed by the laws of the State of Connecticut. The XFL and the Player agree that, to the fullest extent permitted under the Federal Arbitration Act and other applicable law, the law of Connecticut shall govern any disputes between them, regardless of whether Connecticut choice of law principles would dictate that the law of another state would apply; *provided however* that, (a) if the Player primarily resides and works in California, then either the XFL or the Player may choose to instead have any controversy between them that arises in California governed by California law, and (b) if the Player is Washington-

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based, then the Player shall be entitled to all applicable protections and benefits of Washington House Bill 1450, signed May 8, 2019, as ultimately codified in Title 49 RCW, in any dispute arising out of Section 10 of the XFL Standard Terms and Conditions. The XFL and Player agree that the the XFL's headquarters is located in Connecticut and is a reasonable basis for this choice of law provision. In the event there is any claim, dispute, or other matter in question arising out of or relating in any way to the Contract Documents or the performance thereunder, it shall be submitted for binding arbitration in accordance with the terms of the Arbitration Agreement, Class Action Waiver and Acknowledgement Form set forth in Exhibit 2 attached to this Contract. This provision of this Section 11 shall be specifically enforceable; and each of the XFL and Player consents to jurisdiction of an arbitrator in Connecticut for purposes of any other party seeking or securing any legal and/or equitable relief; *provided however* that, if the Player primarily resides and works in California, then either the XFL or the Player may choose to instead have any claim between them that arises in California adjudicated by an arbitrator in Los Angeles, California. This Section 11 shall survive termination or expiration of the Contract Documents.

12. **Severability**

Any provision hereof found to be void or unenforceable will not affect the validity or enforceability of any other provisions of the Contract Documents.

13. **Execution in Counterparts**

The Contract Documents may be executed by electronic means (e.g. PDF or DocuSign) and in counterparts, which, when signed by both the League and the Player, shall constitute a binding agreement. Electronic counterparts shall have the same effect as an original in all respects.

14. **Other**

Player acknowledges that before executing the Contract Documents, he read the Contract Documents and was given the opportunity to seek advice from his counsel and/or his representative.

*SIGNATURES ON THE FOLLOWING PAGE*

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IN WITNESS WHEREOF, the undersigned have executed this Contract as of the last date set forth below.

**Alpha Entertainment LLC**

\_\_\_\_\_  
Player Signature

\_\_\_\_\_  
League Signature

\_\_\_\_\_  
Player Name

\_\_\_\_\_  
League Executive Name & Title

XFL  
1266 East Main St.  
Stamford, CT 06902

\_\_\_\_\_  
Player Address

(203) \_\_\_\_\_

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print the State of Execution

\_\_\_\_\_  
Print the State of Execution

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EXHIBIT 1

XFL STANDARD TERMS AND CONDITIONS

1. Definitions

In this Contract:

(a) “**Active Roster**” means, at a specified time, those Players assigned to a Team who are placed on such Team's active roster list.

(b) “**Affiliate**” means any entity or person that is an investor or shareholder in the XFL.

(c) “**Commercial Appearance**” means an appearance by a Player on behalf of a sponsor, partners, vendors or licensee of the XFL.

(d) “**Content Creation**” means content captured by the XFL and/or a Team media team or League licensees, sponsors or partners, including, but not limited to interviews, workouts, community relations appearances, partner events and/or Player profile features.

(e) “**Injured Reserve List**” means, at a specified time, those Players assigned to a Team who are placed on such Team's injured reserve list.

(f) “**League Year**” means the annual period beginning June 1 of one calendar year through and including May 31 of the following calendar year, and will be designated by the year in which the Season is played (e.g., 2020 League Year shall mean the period June 1, 2019 through May 31, 2020).

(g) “**New Intellectual Property**” means the intellectual property identified in Section 5(g) of the XFL Standard Terms and Conditions.

(h) “**Off-Season**” means the period beginning on the day following the XFL championship game and ending on the first day of training camp for the following Season. For purposes of the 2020 League Year, “Off-Season” shall also include the period of time beginning on the date of execution of the Contract Documents through the first day of the League mini-camps in December 2019.

(i) “**Original Intellectual Property**” means the intellectual property identified in Section 5(f) of the XFL Standard Terms and Conditions.

(j) “**Pre-Season**” means the period beginning on the first day of training camp and ending on the day prior to the first day of an XFL Season.

(k) “**Post-Season**” means the period beginning on the first day following the Regular Season and ending the day after the League championship game.

(l) “**Promotional Appearance**” means an appearance by the Player that is intended to promote: (a) a Team or multiple Teams, the XFL, XFL players, Affiliates, XFL and/or Team corporate, community and other civic partners, and/or the sport of football; (b) any XFL Competition or any other game or competition in which a Team or group of XFL players participates; or (c) any telecast or broadcast of such game or competition.

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(m) "**Recordings**" means the recordings identified in Section 5(b) of the XFL Standard Terms and Conditions.

(n) "**Regular Season**" or "**XFL Regular Season**" means, with respect to any Season, the period beginning on the first day and ending on the last day of any regularly scheduled (as opposed to Pre-Season or Post-Season) competitions between XFL Teams.

(o) "**Regular Season Roster**" means those Players assigned to a Team who are either on the Team's Active Roster or Injured Reserve List.

(p) "**Season**" or "**XFL Season**" means the period beginning on the first day and ending on the last day of any scheduled competitions between XFL Teams, including the Pre-Season, Regular Season and Post-Season.

(q) "**Team**" means one of the XFL's teams.

(r) "**Team 9**" means, at a specified time, those Players assigned to the League's practice squad.

(s) "**XFL Competition**" means all XFL games (including Pre-Season, Regular Season and Post-Season games), all-star games, skills competitions, and any tour or exhibition scheduled by the XFL during the Season.

(t) "**XFL Event**" means all XFL Competitions, practices, scrimmages, official Team or League events, press conferences, interviews, and Team, League or Affiliate Promotional Appearances and Commercial Appearances (and events related to such appearances).

(u) "**XFL Substance Abuse and Drug Testing Policy**" means the XFL Substance Abuse and Drug Testing Policy, as may be amended from time to time in the sole discretion of the XFL, and which will be available for review at the XFL League office and at the office of each Team.

## 2. Player Representations and Warranties

The Player represents, warrants, covenants, and agrees as follows:

(a) that he is not obligated to play football in or for any entity other than the XFL during the Term of the Contract Documents;

(b) that he is free to enter into and perform under the Contract Documents in accordance with their terms and, by doing so, he is not violating (and will not violate) any other agreement to which he is a party or by which he is bound;

(c) that as of the date of his execution of the Contract Documents he is mentally and physically able to perform the services hereunder;

(d) that he has disclosed and submitted all sponsorship and licensing agreements to which he is a party in existence as of the date of his execution of the Contract Documents, and that copies of all such pre-existing agreements (or affidavits executed by the Player or his representative summarizing such pre-existing agreements, including all material terms) to the reasonable satisfaction of the XFL are attached to the Contract Documents as Exhibit 3; and

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(e) that the participation and activities required by Player in connection with providing football-related services to the League and Team may be dangerous and may involve the risk of serious bodily injury, including without limitation the risk of head injuries.

### 3. Player Conduct

(a) The Player agrees that he must at all times conform his conduct to the highest standards of good citizenship, good moral character, and good sportsmanship and must not do anything disrespectful to or otherwise detrimental or prejudicial to the best interests of the XFL, its Affiliates, his Team, or the sport of football. Without limiting the foregoing, the Player also agrees that he will (i) at all times comply with all terms and provisions of the Contract Documents, (ii) comply with all policies, rules and regulations promulgated by the League and his Team (whether communicated in writing, verbally or otherwise reasonably communicated to Player), (iii) comply with all applicable federal, state, and local laws, and (iv) be properly attired and present a professional appearance when in public (including, but not limited to, all player appearances, travel days, and travel to and from the stadium).

(b) In addition to any other rights it has under the Contract Documents, the XFL (and/or the Team) may impose discipline on the Player for any act or omission that fails to conform to the requirements set forth in Section 3(a) above. Such discipline may include suspensions and/or the termination of the Contract Documents (or any portion thereof). The findings and decisions of the XFL in this regard are final, binding and unappealable.

(c) Without limiting Section 3(a) and (b) above, the Player specifically acknowledges that if the XFL, in its sole discretion, finds that the Player: (i) has offered, agreed, conspired, aided, been compensated for or attempted to cause any XFL Competition to result or be played otherwise than on its merits; (ii) has failed to disclose to the XFL or a Team official any information that the Player may possess concerning any attempt by any person or entity to give or receive money or anything of value to fix, throw or otherwise affect the outcome, score or any other aspect of any XFL Competition other than on its merits; (iii) has wagered (directly or indirectly), or has offered or attempted to wager, money or anything of value on the outcome, score, or any other aspect of any XFL Competition; (iv) has made statements or engaged in conduct that, in the sole discretion of the XFL, is disrespectful to or otherwise detrimental or prejudicial to the best interests of the Team, the XFL, its Affiliates or the sport of football; (v) violates the XFL's Substance Abuse and Drug Testing Policy; or (vi) has entered into or attempted to enter into a contract, understanding, or arrangement of any kind, whether expressed or implied, to share any other compensation received from the XFL, with a player or coach of another XFL Team, or has shared any compensation received from the XFL with a player or coach of another XFL Team, the Player shall, in the sole discretion of the XFL, be subject to suspension, termination of the Contract Documents (or any portion thereof) and/or dismissal and disqualification from any further association with the XFL. The findings and decisions of the XFL in this regard are final, binding and unappealable.

(d) If the Player is suspended for any full workweek(s) while on a Regular Season Roster as set forth in the Contract Documents, the suspension shall, to the fullest extent consistent with salary basis requirements of the Fair Labor Standards Act and applicable state law, be unpaid during such full workweek(s).

**CONFIDENTIAL DRAFT -- DO NOT CIRCULATE****4. Physical Condition, Medical Examinations, Injuries**

(a) Both (i) before performing any job duties under the Contract Documents and (ii) upon the request of the XFL or Team, during the Season, upon the conclusion of the Season, and/or any other time required by the XFL (provided that such request is job-related and consistent with business necessity), the Player shall submit to a complete medical examination by a physician designated by the XFL or the Team (the "**Physician**") and shall answer completely and truthfully all questions asked of him with respect to his physical and mental condition.

(b) In addition to any other rights it has under the Contract Documents, if the Physician determines that the Player is not (with or without reasonable accommodation) completely and unqualifiedly fit to perform all essential football-related services required of the Player under the Contract Documents (unless such condition in the sole judgment of the Physician results from an injury sustained by the Player as a direct result of participating in any football practice or game for the Team during the Season while on the Team's Active Roster), the XFL shall have the right, in its sole discretion and to the fullest extent permitted under applicable law, to terminate the Contract Documents or suspend the Player (and any suspension covering a full workweek will be without pay during such workweek) until such time as, in the sole judgment of the Physician, the Player is in sufficiently good physical condition to play skilled football.

(c) The Player (or his authorized representative) agrees to notify his Team's coach, trainer or physician of any illness, injury or condition contracted or suffered by him that may impair or otherwise affect his ability to play skilled football no later than twenty-four (24) hours after the Player's first awareness that such illness, injury or condition could impact Player's ability to play skilled football.

(d) Should the Player suffer an injury or illness that may impair or otherwise affect his ability to play skilled football during the Term of the Contract Documents, he shall submit to a medical examination and treatment by a physician designated and/or approved in writing by the XFL or the Team. Such examination and treatment when made at the request of the XFL or the Team shall be paid for by the XFL or the Team, unless such examination and/or treatment is made necessary by some act, omission or conduct of the Player contrary to the terms of the Contract Documents.

(e) Whenever the Player is examined or treated by a physician or other medical personnel at the request of the XFL or Team, the Player consents to and authorizes the release by such physician or other medical personnel to the XFL and Team of his medical records and any other information to the extent such records and information pertain to his ability to play skilled football, and hereby waives any privilege or confidentiality that may otherwise attach to such records and information. The Player agrees to take whatever steps are necessary (including providing a release or waiver to such physician or other medical personnel) to effectuate the release of his medical information.

(f) The Player agrees that he may be subject to discipline, including, but not limited to, suspensions, or termination of the Contract Documents (or any portion thereof), if, without reasonable justification, he misses any required medical appointment or fails to follow rehabilitation and/or treatment instructions from the Physician or any other physician, trainer or medical personnel designated and/or approved in writing by the XFL or the Team.

(g) If the Player is injured while performing playing services in any XFL Competition or during any Team practice, training or conditioning session and reports that injury to such Team in accordance with Section

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4(c) above, the XFL shall pay the Player's reasonable hospitalization and medical expenses necessarily incurred as a direct result of the injury, provided that the hospital and physicians are selected by the XFL (or, if selected by the Player, approved in advance in writing by the XFL). Notwithstanding the foregoing, the Player may seek a second medical opinion consistent with the requirements of the League's Second Medical Opinion Policy (as may be updated from time to time in League's sole discretion). The XFL's obligation under this subsection shall be reduced by any applicable workers' compensation insurance (which, to the extent permitted by law, shall be deemed as having been assigned to the XFL) and any insurance paid or payable to the Player by reason of such injury.

(h) If, following the commencement of the XFL Season, the Player, in the sole judgment of the Physician, is injured as a direct result of rendering playing services for an XFL Team and rendered unfit to play skilled football, and provided that: (i) the Player was on the Active Roster of an XFL Team at the time of the injury; (ii) notice of such injury was given by the Player as required by Section 4(c) above; and (iii) in the sole judgment of the Physician the injury does not constitute an aggravation or re-injury of a prior injury suffered by the Player while not performing playing services for the XFL during the Season, the Player shall continue to receive his Base Salary, for so long as such unfitness continues, but in no event beyond the conclusion of the League Year in which his injury occurred. For purposes of the immediately preceding sentence, a Player whose disability resulted from an injury occurring while assigned to his Team's Active Roster will be paid his Base Salary as if he remained on the Team's Active Roster. The Player shall not be eligible for any bonus payments after the date the Player is determined unfit to render football-related services (except any bonus payments that the Player had earned prior to the date that he was determined unfit that were not paid by that date) for so long as such unfitness continues.

(i) The Player hereby agrees to cooperate with the XFL regarding all insurance matters, including, but not limited to, required medical evaluations and workers' compensation claim requirements.

(j) The Player hereby agrees to comply with the XFL Substance Abuse and Drug Testing Policy and explicitly agrees to all of the provisions thereof (including, but not limited to, those relating to testing).

##### 5. Intellectual Property

(a) The Player irrevocably grants to the XFL and its Affiliates, representatives, licensees, media partners, sponsors, business partners, successors and assigns the exclusive right to, or to authorize others to, broadcast, cable cast, internet cast, or otherwise distribute, display, perform, or transmit the games, practices, appearances, Promotional Activities, or other activities, including the Player's appearance and performance therein, live or substantially simultaneously with their occurrence via any manner or medium now or hereafter known or devised, including but not limited to radio, television (broadcast, cable, satellite, or otherwise, including without limitation free, cable, pay cable, closed circuit, and pay-per-view television), the internet, digital media, and computer networks.

(b) The Player irrevocably grants to the XFL and its Affiliates, representatives, licensees, media partners, sponsors, business partners, successors and assigns the exclusive right to, or to authorize others to, film, video tape, audio tape, photograph, or otherwise record, by any media now known or hereafter created, the Player, his appearance and performance during and in connection with the games, practices, appearances, XFL Events, Promotional Activities, or at any other time. The recordings identified in this section will herein be referred to individually as a "Recording" and collectively as the "Recordings."

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(c) The Player irrevocably grants to the XFL and its Affiliates, representatives, licensees, media partners, sponsors, business partners, successors and assigns the exclusive right to, or to authorize others to, reproduce, manufacture, sell, distribute, make derivative works from, create compilations and collections containing, display, perform, transmit, cast, publish, republish, copy, print, reprint, or otherwise use or exploit the Recordings any number of times in whole or in part, with the right to edit or modify, in any manner or medium now or hereafter known or developed including but not limited to audio and video tapes and discs, DVDs, radio, television (broadcast, cable or otherwise, including without limitation free, cable, pay cable, closed circuit, and pay-per-view television), the internet, digital medium, and computer networks, and in advertising and promotion of such uses and for purposes of trade. The XFL shall not be obligated to use any Recording.

(d) The XFL shall solely and exclusively own in perpetuity all worldwide right, title, and interest in and to the Recordings. Included in such ownership rights of the Recordings by the XFL shall be the right of production, manufacture, recordation, reproduction, performance, and exhibition in any manner and by any art, device, or method, now known or hereafter devised, including without limitation radio, television, on the internet, on audio or video tapes or discs, DVDs and the right to add to, subtract from, change, arrange, revise, adapt, rearrange, repackage, create derivative works of, create compilations and collections containing, translate into any and all languages, change the sequence, change the characters and the descriptions thereof, change the title of the same, record and photograph the same with or without sound (including spoken words, dialogue and music synchronously recorded), to vend, copy and publish the same, and to do any other activity consistent with ownership of copyright, trademark, patent, right of publicity, or other proprietary rights, as the XFL may desire in its sole discretion.

(e) The Player hereby agrees that he is an employee of the XFL and that all works, including the Recordings and any of the Player's contributions to the Recordings, that are the subject matter of the Contract Documents are prepared within the scope of his employment and as such are works made for hire under 17 U.S.C. § 101(1), or that the Player's works, including the Recordings and any of the Player's contributions to the Recordings, that are the subject matter of the Contract Documents are specially ordered or commissioned by the XFL and as such are works made for hire under 17 U.S.C. § 101 (2).

(f) The Player acknowledges and agrees that, as of the date of the Contract Documents, all service marks, trademarks and any and all other distinctive and identifying features under which the Player claims any rights, including but not limited to the Player's legal name, nickname, likeness, personality, voice, signature, trade dress, gimmicks, gestures, routines, themes, tattoos or other discernible physical attributes which are owned by the Player or in which the Player has any rights anywhere in the world (collectively, the "**Original Intellectual Property**") have been identified and described in Exhibit 4 of the Contract Documents. Except as specifically set forth in Exhibit 4, the Player represents and warrants that as of the date of execution of the Contract Documents, the Player owns solely and exclusively any and all rights to the Original Intellectual Property and shall indemnify the XFL, its Teams, Affiliates, employees, representatives, licensees, media partners, sponsors, business partners, successors and assigns against any and all liabilities, costs and expenses resulting from a claim of ownership of the Original Intellectual Property by any person or entity and/or the breach of any of the representations or warranties made by the Player under the Contract Documents. The Player hereby assigns to the XFL, for the Term of the Contract Documents, all worldwide right, title and interest in and to the Player's Original Intellectual Property, including, but not limited to, the right to license, reproduce, manipulate, promote, expose,

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exploit and otherwise use the Original Intellectual Property anywhere in the world in any commercial manner, media, art form, method or device now known or hereinafter discovered. Upon the termination or expiration of the Contract Documents, all rights in and to the Original Intellectual Property shall revert to the Player, except that the XFL, its Teams, Affiliates, licensees, sublicensees, media partners, sponsors, business partners, successors and assigns may continue to exploit any and all materials, products, goods, merchandise and other items incorporating the Original Intellectual Property made before such termination or expiration, until all such materials, products, goods and merchandise are sold off, and shall have fair use rights with respect to the use of Player's Original Intellectual Property in connection with the XFL's exploitation of the Recordings and other copyrighted works depicting Player or any of his performances.

(g) Except the Original Intellectual Property described in Section 5(f) above, the XFL shall solely and exclusively own in perpetuity all worldwide right, title and interest in and to any products, results, proceeds, service marks, trademarks, copyrights, patent rights, right of publicity, character rights, Player attributes and identifying features (including, but not limited to, nicknames, character names, likeness, personality, persona, sayings, expressions, quotes, character, caricature, voice, signature, statistics, performance, props, trade dress, gestures, routines, themes, incidents, dialogue, actions, gags, accessories, domain names and inventions), data collected from all wearable technology sensors and other items of tangible or intangible property (whether written, composed, submitted, added, improvised, created and/or used by or associated with the Player) that arise out of or are associated with the performance of services under the Contract Documents (collectively the "**New Intellectual Property**").

(h) The Player hereby sells, assigns, and transfers over to the XFL, its successors, and assigns, all right, title, and interest in and to the Recordings, the New Intellectual Property, and any other results, products, and proceeds arising out of the Player's services rendered hereunder, throughout the universe, in perpetuity, for all uses and purposes whether now known or hereafter created, without reservation, conditions or limitations, and no right of any kind, nature or description is reserved by the Player. The XFL's acquisition hereunder shall also include a waiver by the Player of any and all rights generally known as the "moral rights of authors" in any Recordings or other works. All of the rights granted or agreed to be granted hereunder shall vest in the XFL immediately and shall survive termination or expiration of the Contract Documents, and the XFL shall have the exclusive right, even to the exclusion of the Player, to assign, license, sublicense, reproduce, promote, expose, exploit and otherwise use the rights in any commercial manner, whether now known or hereinafter discovered, regardless of whether such rights are exercised during or after the Term of the Contract Documents, and notwithstanding the expiration or termination of the Contract Documents for any reason. The Player acknowledges receipt of the following statutory limitations on provisions requiring the Player to assign inventions to the XFL if the Player is employed by the XFL in California or Washington.

(1) California – In accordance with Section 2872 of the California Labor Code, the Contract Documents do not apply to inventions that the Player developed entirely on his own time without using the League's or Team's equipment, supplies, facilities, or trade secret information except for those inventions that either (a) relate at the time of conception or reduction to practice of the invention to the League's or Team's business, or actual or demonstrably anticipated research or development of the League or Team; or (b) result from any work performed by the Player for the League or Team.

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(2) Washington – In accordance with RCW 49.44.140, the Contract Documents do not apply to an invention for which no equipment, supplies, facility, or trade secret information of the League or Team was used and which was developed entirely on the Player's own time, unless (a) the invention relates (i) directly to the business of the League or Team, (ii) to the League's or Team's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the Player for the League or Team.

(i) The Player agrees to cooperate fully and in good faith with the XFL for the purpose of securing and preserving the XFL's rights in and to the Recordings, Original Intellectual Property and New Intellectual Property. The Player acknowledges and hereby grants to the XFL the exclusive worldwide right during the Term of the Contract Documents (with respect to Original Intellectual Property) and in perpetuity (with respect to New Intellectual Property and Recordings) to apply for and obtain trademarks, service marks, copyrights and other registrations throughout the world in the XFL's name and/or on behalf of the XFL's designee. At the XFL's expense and request, the XFL and Player shall take such steps, as the XFL deems necessary, for any registration, litigation or other proceeding, to protect the XFL's rights in the Original Intellectual Property, New Intellectual Property, Recordings, or any derivatives or uses thereof.

(j) The Player and the XFL agree wherever in the Contract Documents the term "Recording" or terms of similar tenor are used, such terms shall be conclusively deemed and construed to include the present and future developments of the sports, motion picture, television, radio, internet, video tape, videodisc, computer, electronics, telephone, and recording industries, including but not limited to motion pictures, video tape, audio tape, television, radio, internet, any and all kinds of electronic and other interactive uses, audio or video discs, CD-ROMs, DVDs, interactive multimedia devices, computer discs, and similar uses, whether now known or unknown or hereafter invented, and their accompanying devices which reproduce visual images and words, music and/or other sounds in synchronization with, in accompaniment of, or supplementary to visual images.

(k) The XFL and its Teams, Affiliates, representatives, licensees, media partners, sponsors, business partners, successors and assigns shall have the right in perpetuity to use and display the Original Intellectual Property and New Intellectual Property and/or other identifying features of the Player for and in connection with the sale, use, advertising, publicity, and exploitation of the Recordings. The exhibition of the Recording by any media, even though a part of or in connection with a commercially sponsored program, shall not be deemed an endorsement of any nature.

(l) The Player expressly releases the XFL from and against any and all claims that the Player has or may have for invasion of privacy or publicity, defamation, trademark, service mark, or trade dress infringement or dilution, unfair competition, copyright infringement, unjust enrichment, quantum meruit, or any other state law or federal right, or any other cause of action arising out of the use of the Recordings, Original Intellectual Property, or New Intellectual Property by the XFL or its Teams, Affiliates, representatives, licensees, media partners, sponsors, business partners, successors and assigns under the Contract Documents.

## 6. Merchandising

(a) The Player hereby grants exclusively during the Term of the Contract Documents to the XFL the worldwide right to solicit, negotiate, and enter into contracts for and on behalf of the Player for the exploitation of publicity, merchandising, commercial tie-up, publishing, personal appearance, performing

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in non-football events, and endorsement rights of the Player. The Player hereby grants to the XFL the exclusive worldwide right and license to use, and to license others to use, the Recordings and to use and simulate, and license others to use and simulate, the Original Intellectual Property and New Intellectual Property and/or other identifying features of the Player on or in connection with products or services produced by the XFL or its licensees or in and in connection with any merchandising, licensing programs, publishing endeavors, or commercial activities whatsoever in which the XFL or its licensees may be or become engaged. The Player hereby agrees that the XFL shall have the exclusive right (i) during the Term of the Contract Documents and thereafter, as provided in Section 5(f) above, to use the Original Intellectual Property and (ii) in perpetuity, to use the New Intellectual Property, in connection with the manufacture, production, reproduction, reissuance, manipulation, reconfiguration, broadcast, rebroadcast, distribution, sale, and other commercial exploitation in any manner, now known or hereinafter discovered, of any and all materials, goods, merchandise and other items incorporating the Original Intellectual Property or New Intellectual Property. As to all such materials, goods, merchandise or items created, developed, produced and/or distributed during the Term of the Contract Documents using the Original Intellectual Property, subject to Section 5(f) above, the XFL shall have the exclusive right to sell and exploit such materials, goods and merchandise until the sell-off of same. As to all such materials, goods, merchandise or items using the New Intellectual Property, the XFL shall have the exclusive right, in perpetuity, to sell and exploit same forever.

(b) The Player agrees that the grant of rights set forth in Section 6(a) above is exclusive to the XFL, even to the exclusion of the Player, and that such grant is a condition of the XFL's employment of the Player and is necessary for the XFL to operate as a viable football league. The XFL shall own all copyrights and trademarks in any and all such materials, goods, merchandise and items and shall be entitled to obtain copyright, trademark, service mark or other registrations in the XFL's name or on behalf of its designee. The Player agrees to provide all reasonable assistance to the XFL in obtaining such copyright, trademark, service mark or other registrations.

#### 7. Uniforms and Equipment

Except as otherwise set forth by the League, the Player agrees that he will only wear footwear, apparel and equipment (including, without limitation, helmets, jerseys, pants, socks, arm and wristbands, headbands, bandanas, athletic shoes, jackets and pads) supplied by the Team or League for all XFL Events and shall not alter the appearance of such apparel, footwear or equipment, or cover any name, logo, symbol or emblem on such apparel, footwear or equipment. The Player may not wear or display the logo, name, color, marks, design, or other identification of any commercial, promotional, charitable company, product or service at XFL Events other than those contained on the footwear, apparel and equipment supplied by the Team or League, including, but not limited to on his body, in his hair or otherwise.

#### 8. Promotion of Team and League

(a) The Player agrees that in order for the XFL to operate a viable football league, it may be necessary to promote the Player and the XFL in an amount and to an extent that may be considered greater than the promotion of players, teams, and leagues in other sports or sport leagues. The Player agrees that his participation in such heightened promotion of the Player and the XFL and/or Team(s) is a condition of the XFL's employment of the Player and that the necessity of such heightened promotion will be taken into account when considering what is reasonable under the Contract Documents.

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(b) The Player agrees to make himself available for Content Creation and Promotional Appearances for the XFL, the Team, their respective partners, sponsors and Affiliates during the Season as reasonably requested by the League or Team in their sole discretion. These Promotional Appearances may include, but shall not be limited to, award shows, public service, community relation or charitable announcements, clinics, autograph signing sessions, meet-and-greet sessions, retail and/or restaurant appearances, or hospitality or promotional events involving or relating to XFL Competitions. The Promotional Appearances may be in the Player's Team market or another location designated by the League or Team and may be combined to include multiple appearances in one request. Any such Content Creation and/or Promotional Appearances will be upon reasonable notice to the Player. There shall be no additional compensation for such Content Creation or Promotional Appearances.

(c) The Player agrees to make himself available for Content Creation and up to six (6) Promotional Appearances for the XFL, Player's Team, their respective partners, sponsors and Affiliates during the Off-Season when Player is not earning a weekly salary from the XFL. Any such Off-Season Promotional Appearances will be upon reasonable notice to the Player and will be at times and locations as determined by the League and/or the Team; provided, that should the Player have a bonafide conflict and/or extenuating circumstances that inhibit his ability to participate in such Off-Season Promotional Appearance, the Player shall provide the League and/or Team with information related to such conflict or circumstances and if in the reasonable determination of the League and/or Team the Player has a genuine conflict for the Off-Season Promotional Appearance(s), then the parties will work in good faith to resolve such conflict. The Off-Season Promotional Appearances may be in the Player's Team market or another location designated by the League or Team and may be combined to include multiple Off-Season Promotional Appearances in one request. For each such Off-Season Promotional Appearance requested by the League or Team, the Player shall be paid a gross amount of One Thousand Forty Dollars and 00/100 (\$1,040.00), payable less applicable withholding and taxes and in accordance with League policies and applicable laws. The League or Player's Team shall pay for travel to and from the location of each Promotional Appearance subject to the League's travel and entertainment policy, as may be amended from time to time at the League's sole discretion. The League or Player's Team may request Player to attend Off-Season Promotional Appearances above the six (6) allotted above, in which case Player may decide to participate in such additional Off-Season Promotional Appearance(s) at his sole discretion, and the fee for participation shall be the same as stated above in this subsection (c).

(d) The Player hereby authorizes the XFL, the Teams, their respective partners, any of the League's Affiliates, licensees, media partners, sponsors, business partners or assignees to use the Old Intellectual Property and New Intellectual Property and/or other identifying features of the Player, and to use the Recordings and any pictures, images, drawings, and/or sound recordings of the Player, no matter by whom taken, in any manner for publicity, advertising, or promotion of the XFL or any of its Teams, including but not limited to in newspapers, magazines, trading cards, game programs and roster manuals, posters and handbills, television and radio, video games, on the internet, motion pictures and any other publicity and advertising media. The rights in any Recordings, pictures, images, drawings and sound recordings shall belong to the XFL in perpetuity.

(e) During the Term of the Contract Documents the Player will not make public appearances, participate in radio or television programs, write or sponsor digital, newspaper or magazine articles, sponsor commercial products, or engage in any promotional, advertising, sponsorship or related activity for any

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entity or purpose that would in the sole opinion of the XFL be detrimental to the reputation, integrity or image of the XFL, its Teams, media partners, sponsors, business partners, licensees or Affiliates. The Player may not use any logo, trademark and/or copyright of the XFL for any purpose without the prior written consent of the XFL.

#### 9. Hazardous Activity and Other Sports

The Player and the XFL acknowledge and agree that the Player's participation in other sports or hazardous activities may impair or destroy his ability and skill as a football player. Accordingly, the Player agrees that he will not, without the written consent of the League and the Team, engage in any sport or activity that may endanger his health and safety (including, but not limited to, motorcycling, auto racing, sky-diving, bungee-jumping, hang-gliding, skateboarding, in-line skating, skiing, snowboarding, boxing, wrestling, soccer, baseball, basketball, field or ice hockey, extreme sports, football (other than pursuant to the Contract Documents) or lacrosse).

#### 10. Unique Skills

The Player represents and agrees that he has extraordinary and unique skill and ability as a football player, that the services to be rendered by him under the Contract Documents cannot be replaced or the loss thereof adequately compensated for in money damages, and that any breach by the Player of the Contract Documents will cause irreparable injury to the XFL and to its Teams and assignees. Therefore, except as otherwise provided in the Contract Documents, if it is alleged by the XFL that: (i) the Player is playing, attempting or threatening to play, or negotiating for the purpose of playing football for any other person, firm or organization (a "Third Party") during the Term of the Contract Documents; (ii) negotiating or attempting to negotiate a contract that may preclude the Player from playing for the XFL during the Term of the Contract Documents; or (iii) the Player has agreed or has entered into a contract that may preclude Player from playing for the XFL during the Term of the Contract Documents, then, in each case to the fullest extent allowed under applicable law, the XFL, its representatives, successors or its assignees (in addition to any other remedies that may be available to them under the Contract Documents or applicable law) shall have the right to obtain from any court or arbitrator having jurisdiction such equitable relief as may be appropriate, including a decree enjoining the Player from playing football for any Third Party during the Term of the Contract Documents, without the necessity of posting a bond or other security or proving actual damages. In any suit, action, or arbitration proceeding brought to obtain such relief, the Player hereby waives his right, if any, to trial by jury, and, to the maximum extent permitted by applicable law, waives his right, if any, to interpose any counterclaim or set-off for any cause whatsoever.

#### 11. Dispute Resolution

The XFL and Player agree that all disputes, claims or controversies between the Player and the XFL relating to or arising out of the Player's employment or termination of employment (including, but not limited to, disputes relating to compensation, benefits, bonuses, discipline, or the termination of the Contract Documents) that either the XFL or the League otherwise could have attempted to resolve in state or federal court or in another governmental dispute resolution forum shall be resolved solely and exclusively in accordance with the terms of the Arbitration Agreement, Class Action Waiver and Acknowledgment Form set forth in Exhibit 2. In the event of an alleged default by the League in the payments to the Player provided for in the Contract Documents, or in the event of an alleged failure by the League to perform any other material obligation that it has agreed to perform hereunder, the Player shall notify the League

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in writing of the facts constituting such alleged default or alleged failure. If the League shall not cause such alleged default or alleged failure to be remedied within ten (10) business days after receipt of such written notice, the Player shall have the right to submit the dispute to arbitration in accordance with the provisions of the Arbitration Agreement, Class Action Waiver and Acknowledgement Form. If, as a result of such arbitration, an award issues in favor of the Player, and if the League does not comply with such award within ten (10) business days of its receipt (unless such award has been stayed or reversed by appropriate legal process), the Player shall have the right, by a further written notice to the League, to terminate the Contract Documents.

**12. Notices**

All notices, consents, approvals, requests and other communications given or required to be given pursuant to the Contract Documents (the “**Notices**”) shall be given in writing by (a) hand, (b) first-class certified mail, return receipt requested, postage prepaid, or (c) nationally recognized overnight delivery service, fee prepaid (provided that a copy of such notice is also given by certified mail return receipt requested on the same day). Notices shall be deemed given upon actual receipt (or when delivery is refused). Changes of address for Notices shall be provided in compliance with this Section 12.

(i) Notices to the League shall be sent to:

XFL  
1266 East Main St.  
Stamford, CT 06902  
Attention: Player Contract Notice  
Email: ContractNotice@xfl.com

(ii) Notices to the Player shall be sent to the address and/or the facsimile number of the Player as set forth herein in the Contract Documents.

**13. General Matters**

(a) The Contract Documents constitute the sole and entire contract among the parties and supersede all prior contracts, negotiations and discussions between the parties to the Contract Documents and/or their representatives. Any amendment to the Contract Documents must be in writing specifically referring to the Contract Documents and signed by the parties. The Player expressly acknowledges that no promises or commitments have been made other than those set forth in the Contract Documents.

(b) The Player and the XFL hereby understand, acknowledge and agree that, under the Contract Documents, the Player is employed by the XFL and that no Team shall be deemed to be the employer of the Player for any reason whatsoever. Any claim that the Player may have in connection with his employment shall be made against the XFL only, and the Player understands, acknowledges and agrees that neither the Team nor any other party (other than the XFL) shall be made the subject of any such claim by the Player except to the extent that such claim arises out of events unrelated to the Player's performance of his services under the Contract Documents.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----	X
	:
<b>In re</b>	: <b>Chapter 11</b>
	:
<b>ALPHA ENTERTAINMENT LLC,</b>	: <b>Case No. 20-10940 (LSS)</b>
	:
<b>Debtor.</b> <sup>1</sup>	:
	: <b>Hearing Date: July 19, 2021 at 3:00 p.m. (ET)</b>
	: <b>Response Deadline: 25, 2021 at 4:00 p.m. (ET)</b>
-----	X

**NOTICE OF OBJECTION**

**PLEASE TAKE NOTICE** that on April 13, 2020, the above-captioned debtor (the “Debtor”) filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), with the Clerk of the United States Bankruptcy Court for the District of Delaware (the “Court”).

**PLEASE TAKE FURTHER NOTICE** that, on June 11, 2021, Peter Hurwitz, solely in his capacity as plan administrator (the “Plan Administrator”), filed the *Plan Administrator’s Second (Substantive) Omnibus Objection to Claims Pursuant to Section 502 of the Bankruptcy Code, Bankruptcy Rule 3007 and Local Rule 3007-1* (the “Objection”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that any response or objection to the relief sought in the Objection must be filed with the Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before **June 25, 2021 AT 4:00 P.M. PREVAILING EASTERN TIME.**

**PLEASE TAKE FURTHER NOTICE** that at the same time, you must also serve a copy of the response or objection upon: counsel to the Plan Administrator: (a) Greenberg Traurig, LLP,

<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are 7778. The Debtor’s mailing address is c/o Peter Hurwitz, Plan Administrator, 40 Half Moon Lane, Irvington, NY 10533.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the same meaning ascribed to it in the Objection.

The Nemours Building, 1007 North Orange Street, Suite 1200, Wilmington, Delaware 19801,  
Attn: Dennis A. Meloro, Esq. (melorod@gtlaw.com); Ari Newman (newmana@gtlaw.com);  
Stephanie Rosner (rosners@gtlaw.com); and Danny Duerdoth (duerdothd@gtlaw.com ).

**PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE RELIEF SOUGHT IN THE MOTION WILL BE HELD ON JULY 19, 2021 AT 3:00 P.M. PREVAILING EASTERN TIME BEFORE THE HONORABLE LAURIE SELBER SILVERSTEIN, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 2, WILMINGTON, DELAWARE 19801.**

**PLEASE TAKE FURTHER NOTICE THAT, IF NO OBJECTIONS OR RESPONSES TO THE OBJECTION ARE TIMELY FILED, SERVED, AND RECEIVED IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR A HEARING.**

[Signature on next page]

Dated: June 11, 2021

GREENBERG TRAURIG, LLP

*/s/ Dennis A. Meloro*

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Dennis A. Meloro (DE Bar No. 4435)  
1007 North Orange Street, Suite 1200  
Wilmington, Delaware 19801  
Telephone: (302) 661-7000  
Facsimile (302) 661-7360  
Email: melorod@gtlaw.com

and

Ari Newman (admitted *pro hac vice*)  
Greenberg Traurig, P.A.  
333 S.E. 2<sup>nd</sup> Avenue, Suite 4400  
Miami, FL 33131  
Telephone: (305) 579-0500  
Facsimile: (305) 579-0717  
Email: newmanar@gtlaw.com

*Counsel for the Plan Administrator*