

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re : **Chapter 11**
ALPHA ENTERTAINMENT LLC, : **Case No. 20-10940 (LSS)**
Debtor.¹ : **Ref. Docket Nos. 55, 181, 358 & 537**

**ORDER APPROVING THE ASSUMPTION AND ASSIGNMENT OF A CERTAIN
UNEXPIRED LEASE AND GRANTING RELATED RELIEF**

Pursuant to that certain *Order (I) Approving and Authorizing the Sale of Certain of the Debtor's Assets Free and Clear of All Encumbrances, (II) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (III) Granting Related Relief* [D.I. 358] (the “**Sale Order**”); and upon consideration of the certification of counsel submitted by the Debtor in connection herewith [Docket No. 537] (the “**Certification of Counsel**”);² and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* of the United States District Court for the District of Delaware, dated February 29, 2012; and this being a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and due and proper notice of the relief requested by the Debtor in the Certification of Counsel having been given under the particular circumstances, and it appearing that no other or further notice need be provided; and Alpha Opco, LLC (the “**Buyer**”) having requested that the Debtor assume and assign to the Buyer, pursuant to the Sale Order and the APA, that certain Lease Agreement, dated November 1, 2019, by and between the Debtor and REV

¹ The last four digits of the Debtor’s federal tax identification number, is 7778. The Debtor’s mailing address is 600 Steamboat Road, Suite 105, Greenwich, CT 06830.

² Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Certification of Counsel.

Entertainment LLC (“*REV*”) and such agreement, (the “*Lease Agreement*”), as amended and restated pursuant to that certain Amended and Restated Lease Agreement between the Debtor and REV (the “*Assigned Contract*”), a copy of which is attached hereto as Exhibit 1; and REV and the Buyer having consented to the entry of this Order and the relief granted herein; and upon the representations of the Debtor in the Certification of Counsel; and after due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Debtor is hereby authorized to enter into the Amended and Restated Lease Agreement, in substantially the form attached hereto as Exhibit 1, and to take any and all actions necessary and appropriate in connection therewith.
2. In accordance with the terms of the Sale Order, the assumption and assignment of the Assigned Contract is hereby approved, as set forth herein, and the Debtor is authorized to assume and assign the Assigned Contract to the Buyer pursuant to sections 105(a), 363, and 365 of the Bankruptcy Code.
3. The cure amount (the “*Cure Amount*”) required to be paid under section 365(b) of the Bankruptcy Code in connection with the assumption and assignment of the Assigned Contract shall be \$0.00. REV shall be forever barred from asserting any additional Cure Amount or other claims arising prior to the date hereof with respect to such Assigned Contract, and the entry of this Order shall effect a cure of all defaults and shall prohibit REV from seeking amounts of any actual pecuniary loss from any such defaults.
4. The Buyer has provided adequate assurance of its future performance under the Assigned Contract within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable), and 365(f)(2)(B) of the Bankruptcy Code.

5. Except to the extent expressly set forth herein, nothing in this Order is intended to amend, supersede, or modify the Sale Order or the APA. The Assigned Contract shall be an “Assigned Contract” for all purposes under the Sale Order, and except as expressly modified herein, all provisions of the Sale Order and the APA relating to an Assigned Contract shall be applicable to the Assigned Contract.

6. Effective as of November 19, 2020, (i) the Buyer shall be, and hereby is, deemed to be substituted for the Debtor as a party to the Assigned Contract, and (ii) the Debtor and its bankruptcy estate shall be, and hereby are, relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assigned Contract.

7. The Debtor is authorized to take all actions and execute all documents necessary or appropriate to effectuate the assumption and assignment of the Assigned Contract to the Buyer consistent with this Order, the Sale Order, and the APA.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry and not subject to any stay.

9. This Court shall retain exclusive jurisdiction and power over any and all matters arising from or related to this Order.

EXHIBIT 1

Amended and Restated Lease Agreement

AMENDED AND RESTATED LEASE AGREEMENT

THIS AMENDED AND RESTATED LEASE AGREEMENT (this “Agreement”), is entered into as of November 17, 2020 (the “Effective Date”), between **REV ENTERTAINMENT LLC**, a Delaware limited liability company (“Landlord”), and **ALPHA ENTERTAINMENT LLC**, a Delaware limited liability company (“Tenant”). Each of Landlord and Tenant are sometimes referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS, Rangers Baseball LLC (the “Prior Landlord”) and Tenant previously entered into that certain Lease Agreement dated as of November 1, 2019 (the “Current Agreement Effective Date”), as assigned by Prior Landlord to Landlord effective as of December 13, 2019, and as amended on January 30, 2020 (collectively, the “Current Agreement”), pursuant to which Landlord granted to Tenant the right to use the Premises (defined below) in the venue currently known as Globe Life Park, located at 1000 Ballpark Way, Arlington, Texas 76011 (the “Venue”) on the terms and conditions set forth therein.

WHEREAS, Tenant commenced a voluntary case for reorganization under title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) on April 13, 2020.

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of August 17, 2020 (as amended as of the date hereof, the “Asset Purchase Agreement”) by and between Tenant and Alpha Opc, LLC (“Alpha Opc”), Alpha Opc acquired substantially all of the assets of Tenant, including all of Tenant’s rights under the Current Agreement, pursuant to sections 105, 363, and 365 of the Bankruptcy Code (the “Acquisition”).

WHEREAS, at a sale hearing on August 7, 2020, the Bankruptcy Court entered an order [Docket No. 358] (the “Sale Order”) approving the Acquisition.

WHEREAS, Tenant is seeking to potentially assume and assign certain executory contracts, including the Current Agreement, to Alpha Opc, in accordance with the sale of Tenant’s assets pursuant to the Sale Order.

WHEREAS, Tenant has previously agreed with Landlord to continue to pay monthly rent for the Home Clubhouse Storage Space (as defined below and in the Current Agreement) in the amount of \$1,215.00 through the due date of November 1, 2020, covering Tenant’s rental obligations through November 30, 2020;

WHEREAS, the cure cost in connection with Tenant assuming and assigning the Current Agreement to Alpha Opc pursuant to section 365 of the Bankruptcy Code and the Sale Order is \$0.

WHEREAS, Alpha Opc has indicated that it would be willing to authorize the assumption and assignment of the Current Agreement subject to the amendment of certain terms of the Current Agreement.

WHEREAS, the parties desire to enter into this Agreement in order to amend and restate the Current Agreement on terms that are satisfactory to Alpha Opc and Landlord, subject to

the assumption of the Current Agreement by Tenant and the assignment thereof to Alpha Opco in accordance with the terms of the APA and the Sale Order.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Effectiveness.** This Agreement shall become effective and binding upon the Parties hereto upon the assumption of the Current Agreement by Tenant and the assignment thereof to Alpha Opco in accordance with the terms of the Asset Purchase Agreement and the Sale Order.

2. **Premises; Term; Use.** Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises (defined below) during the Term (defined below) for the Intended Use (defined below); provided, however, that this Agreement shall be effective for the duration of the period commencing on the Effective Date and expiring on the final date included in the Term, inclusive (the “Duration of the Lease”). For clarity, the “Duration of the Lease” includes all dates within such period, whether or not occurring within the Term.

(a) **Premises; Intended Use.**

(i) The “Premises” consists of: (i) the areas in the Venue described in Exhibit A attached hereto and depicted in red or orange on Exhibit B attached hereto and identified therein as “Tenant’s Exclusive Use for the 5-Month Rental Period” or “Tenant’s Exclusive Use for the Yearly Rental Period”, consisting of approximately 19,498 square feet (the “Home Clubhouse”), (ii) the areas in the Venue described in Exhibit A attached hereto and depicted in blue on Exhibit B attached hereto and identified therein as “Game Day Visiting Team Space Requirements”, consisting of approximately 8,195 square feet (the “Visiting Clubhouse”), and (iii) the area located in the Venue known as the Capital One Club and consisting of approximately 13,950 square feet (the “Club Space”). If Landlord requires use of the Club Space for a private event on any day during the Term with respect to the Club Space (as selected by Tenant in accordance with Section 2(b)(iii)), Landlord shall immediately notify Tenant upon Tenant’s selection of such day, in which event Landlord shall, at no additional cost to Tenant, provide Tenant with use of alternative space in the Venue suitable for Tenant’s intended use of the Club Space by at least 90 people, in which event such alternative space shall constitute the “Club Space” for purposes of such day. Landlord hereby further grants Tenant a non-exclusive easement over the common areas located in the Venue and otherwise over, in and about the Premises as reasonably necessary to access the Premises at all times during the Term.

(ii) **Intended Use.** The term “Intended Use” shall mean certain activities of a professional football team or operation thereof, including, without limitation, physical fitness training, team and player practices, media and promotional campaigns and events, team business, team meals, general and administrative offices, coaching meetings, competitive planning, player evaluations, drafting and recruiting, football camps and on-site food preparation and dining. For the avoidance of doubt, the Intended Use shall permit activities of Tenant and a single team owned or controlled by Tenant only and shall not include any games of any kind, with or without fans, between multiple football teams (even if such football teams are all owned or controlled by Tenant), including pre-season, regular season or post-season competitions or games.

(b) Term. The “Term” of this Agreement consists, collectively, of the following periods:

(i) With respect to the Home Clubhouse, (x) the period of December 1, 2021 through April 30, 2022, inclusive and (y) any additional full calendar month not included in the above-described period as Tenant may select, upon at least 60 days’ prior written notice to Landlord with Landlord approval (any such additional month selected by Tenant in accordance with this Section 2(b)(i)(y), an “Off-Season Home Clubhouse Use Month”); provided, however, that Tenant’s right to select and add additional calendar months prior to the start of the Term shall be subject to availability of the Venue and the Home Clubhouse as well as Landlord’s consent, which consent shall not be unreasonably withheld, delayed or conditioned; provided further however, that the Term with respect to Rooms A139, A140 and A141 in the Home Clubhouse (the “Home Clubhouse Storage Space”) shall commence on December 1, 2020 and expire on the final date included in the Term, inclusive.

(ii) With respect to the Visiting Clubhouse, the period of February 1, 2022 through April 30, 2022, inclusive.

(iii) With respect to the Club Space, such days as Tenant may select, upon at least 48 hours’ prior written notice (which may be delivered via e-mail) to Landlord, during the period of December 1, 2021 through April 30, 2022, inclusive.

If Tenant is not then in material breach of this Agreement, Tenant may renew the Duration of the Lease for one (1), two-year period ending April 30, 2024 by giving written notice to Landlord by no later than April 30, 2022. If Tenant exercises (or is deemed to have exercised) its option to renew this Agreement, then the Term during such extension period shall be extended with respect to each area of the Premises consistent with the periods set forth above for the initial term (i.e., with respect to the Home Clubhouse and the Club Space, the period December 1 through the immediately following April 30, inclusive, and with respect to the Visiting Clubhouse, the period February 1 through the immediately following April 30, inclusive).

(c) Use. Tenant intends to use the Premises for the Intended Use, and shall comply in all material respects with all applicable laws and such reasonable rules and regulations of which Landlord provides Tenant with written notice. During the Term, Tenant shall have the right to exclusive use of the Premises 24 hours per day, seven days per week (except as set forth in Sections 5(c) and 7(d), and Tenant shall have the right to exclusive use of the Club Space only on the days that Tenant selects in accordance with Section 2(b)(iii)).

3. Security Deposit; Rent.

(a) Within 10 business days following the Current Agreement Effective Date, Tenant deposited with Landlord \$30,000 as a refundable security deposit (the “Deposit”). The Deposit shall be returned to Tenant by Landlord 30 business days following termination of this Agreement, less any amounts due and owing to Landlord pursuant to the terms of this Agreement; provided, however, that (i) Landlord shall only apply any amount of the Deposit to Landlord’s actual and reasonable losses, costs and expenses arising due to Tenant’s breach of this Agreement, (ii) prior to so applying any amount of the Deposit, Landlord shall provide Tenant with not less than ten (10) days’ written notice of such breach and opportunity to cure

same, and (iii) if Landlord applies any amount of the Deposit in accordance with the foregoing, Landlord shall provide Tenant with reasonable evidence of such breach and the losses, costs and expenses arising therefrom.

(b) On or before the first day of each calendar month during the Term (in each case, as applicable to each space identified below), Tenant shall pay Landlord rent in the following amounts (except that for the Club Space, not later than five (5) days after each calendar month during the Term with respect to the Club Space, Tenant shall pay Landlord rent in the per day amount set forth below for the Club Space for each day during such calendar month on which Tenant elected to use the Club Space in accordance with Section 2(b)(iii)):

(i) For the Home Clubhouse (except the Home Clubhouse Storage Space):

Lease Year	Rental Period	Rate per Month
1	12/1/2021 - 4/30/2022	\$20,229.96
2*	12/1/2022 - 4/30/2023	\$21,241.46
3*	12/1/2023 - 4/30/2024	\$22,303.53

*If the Term is extended in accordance with Section 2(b).

(ii) For the Visiting Clubhouse:

Lease Year	Rental Period	Rate per Month
1	2/1/2021 - 3/31/2022	\$9,034.99
2*	2/1/2022 - 3/31/2023	\$9,486.74
3*	2/1/2023 - 3/31/2024	\$9,961.07

(iii) For the Capital One Club:

Lease Year	Rental Period	Rate per Day
1	12/1/2021 - 4/30/2022	\$271.75
2*	12/1/2022 - 4/30/2023	\$271.75
3*	12/1/2023-4/30/2024	\$271.75

(iv) For the Home Clubhouse Storage Space:

Lease Year	Rental Period	Rate per Month
1	12/1/2020 - 11/30/2021	\$1,275.75
2	12/1/2021 - 11/30/2022	\$1,339.54
3*	12/1/2022 - 11/30/2023	\$1,406.51
4*	12/1/2023 - 11/30/2024	\$1,476.84

*If the Term is extended in accordance with Section 2(b).

(c) On or before the first day of any Off-Season Home Clubhouse Use Month, Tenant shall pay Landlord rent for use of the Home Clubhouse during such Off-Season Home Clubhouse Use Month in the amount of \$6,327.55 for such month during the period from May 1, 2022 through November 30, 2022, inclusive, such rental amount to increase by five percent (5%) annually for each subsequent period from May 1 through November 30, inclusive, during the Duration of the Lease.

(d) The rent due from Tenant pursuant to this Section 3 shall include the costs of all utilities and services described in Section 6, and Tenant shall pay no additional costs in connection therewith. For clarity, Tenant shall have no obligation to pay or reimburse Landlord for any operating expenses, real estate taxes or other costs in connection with the ownership, operation, management, maintenance, repair or replacement of the Venue.

4. Improvements and Alterations; Restoration and Surrender.

(a) Initial Tenant Improvements. As used herein, “Initial Tenant Improvements” shall mean those initial improvements previously installed by Tenant prior to Tenant’s move-in to the Premises pursuant to the Current Agreement.

(b) Tenant Alterations. During the Term, Tenant shall not make any alterations or improvements to the Premises without Landlord’s consent, not to be unreasonably withheld, conditioned or delayed, provided that such alterations or improvements do not materially and adversely affect the Premises’ appearance or function; provided, however, that Tenant may, without Landlord’s consent, install alterations of a cosmetic nature (e.g., painting, carpeting, etc.) not exceeding \$100,000.00 in aggregate cost during any calendar year, provided that such cosmetic alterations do not affect the Venue’s structure or systems and are not visible from the exterior of the Venue. Tenant shall not permit mechanic’s or other liens to be placed upon the Venue, the Premises or Tenant’s leasehold interest therein in connection with any work or service done by or for the benefit of Tenant. If a lien is so placed, Tenant shall, within 30 days of notice from Landlord of the filing of the lien, fully discharge the lien by settling the claim which resulted in the lien or by bonding or insuring over the lien in the manner prescribed by applicable law. If Tenant fails to discharge the lien within such 30 days, then, in addition to any other right or remedy of Landlord, Landlord may bond or insure over the lien or otherwise discharge the lien. Tenant shall, within 30 days after receipt of an invoice from Landlord, reimburse Landlord for any amount incurred by Landlord, including reasonable attorneys’ fees, to bond or insure over the lien or discharge the lien, together with an administrative charge in an amount equal to five percent (5%) of the cost thereof.

(c) Restoration and Surrender. Upon the expiration or earlier termination of any Lease Period, Tenant shall vacate the Premises in “broom clean” condition; provided, however, that Tenant shall have the right, but not the obligation, to remove the Initial Tenant Improvements, Tenant’s exterior signage and Tenant’s wiring and cabling from the Premises. For clarity, Tenant shall have no right or obligation to remove any portion of the Landlord Work from the Premises.

5. Additional Facilities for Tenant’s Use.

(a) Storage. For the Duration of the Lease, Tenant shall have the right, at no additional cost, to use storage areas to store equipment and items reasonably related to the

Intended Use as mutually agreed between the Parties. If Tenant requests additional storage and time for moving out any items that Tenant is required or permitted to remove from the Premises (whether pursuant to Section 4(c) or otherwise), whether during or following the Duration of the Lease, Landlord and Tenant shall cooperate reasonably and in good faith to identify and implement mutually acceptable storage accommodations and a mutually agreeable removal schedule, such obligation to survive the expiration or earlier termination of this Agreement.

(b) Parking. Tenant shall have the right, at no additional cost, to use not less than (i) 50 parking spaces for the Duration of the Lease, and (ii) 120 parking spaces during the Term with respect to the Home Clubhouse, in each case located in a mutually agreed area. In addition, Tenant shall have the right, for limited time periods, to use additional parking areas about the Venue for special events, including, without limitation, media and promotional events, subject to Landlord's consent, not to be unreasonably withheld, conditioned or delayed. All parking made available to Tenant hereunder shall include the same waiver of liability and disclaimers that the parking lot operator requires for all customers.

(c) Playing Field. Subject to Landlord's rights under Section 7(d), during the Term with respect to the Home Clubhouse, Tenant shall have the right, at no additional cost, to use the artificial turf playing surface having the dimensions, field markings end zones, player safety areas, team areas and all other features of the playing field as depicted on Exhibit D (the "Playing Field") pursuant to a schedule to be mutually and reasonably agreed by Landlord and Tenant on a monthly basis, with such schedule affording Tenant exclusive use of the Playing Field of reasonably sufficient frequency and duration such that the Playing Field reasonably constitutes the home practice facility of Tenant's team occupying the Premises. Tenant recognizes that Landlord may grant temporary licenses or other rights to use the Playing Field and other related areas of the Venue as necessary to present a soccer game, concert or other events without being in violation of this Agreement, upon 30 days' prior written notice to Tenant, or as otherwise mutually agreed, during which times Tenant will not have use of the Playing Field, provided that Landlord shall accommodate reasonable adjustments to Tenant's scheduled use of the Playing Field such that Tenant's rights under this Agreement are not substantially impaired.

(d) Roof Access and Infrastructure. Notwithstanding anything in this Agreement to the contrary, Tenant shall have the right, at Tenant's sole cost and expense, to install a satellite dish and/or antenna on the roof of the Venue, and to access (or permit its vendors and contractors to access) the roof for the purpose of servicing the same, provided that the design, installation and service thereof does not materially and adversely affect the Venue's structure, operation or use, and Landlord shall reasonably cooperate with the foregoing.

6. Landlord's Services; Utilities.

(a) Landlord shall, at all times during the Term, and at no additional cost or expense to Tenant, (i) clean, maintain, repair and replace the Premises and the Venue (including all structural elements and mechanical systems thereof) consistent with its current practices and customary for a college football practice facility, including, without limitation, (A) to the extent necessary to comply with any and all present or future laws, rules or regulations of any governmental unit having jurisdiction over the Venue (including the Americans with Disabilities Act), and (B) routinely and timely cleaning, maintaining, repairing, marking, lining, numbering, painting, grooming and otherwise caring for the Playing Field consistent with its current practices and

customary for a professional football playing field (including repairing holes, divots and other damage from normal use), (ii) provide all utilities and services to the Premises consistent with its current practices and customary for a professional football practice facility, in a first-class and cost-efficient manner, including, without limitation, HVAC, water, Wi-Fi, cable, sewer, elevator, storm drainage, electric, lighting for indoor areas, outdoor areas, the Playing Field and janitorial service, (iii) provide security for the Premises and the Venue consistent with its current practices, and (iv) make available for Tenant's use all existing conduits, pathways, fiber, copper or other communications infrastructure available at the Premises (the "Telecom Service Infrastructure"), and, if Tenant determinates in its sole and absolute discretion and at any time that the Telecom Service Infrastructure is insufficient for Tenant's purposes, then Tenant shall have the right, at Tenant's sole cost and expense, to install additional communications infrastructure at the Premises for Tenant's exclusive use, the plans for which shall be subject to Landlord's approval, not to be unreasonably withheld, conditioned or delayed, and with which Landlord shall otherwise reasonable cooperate. There shall be no "Venue holidays" during the Term on which Landlord does not furnish the above-described services to the Premises, and there shall be no overtime charges to Tenant for use of such services outside of business hours.

(b) If Landlord fails to provide any utilities or services described in Section 6(a), then Tenant shall have the right to procure or perform such utilities or services and, at Tenant's election, either (i) charge Landlord for Tenant's costs, which Landlord shall pay not later than ten (10) days after Tenant's demand therefor, or (ii) offset Tenant's costs against subsequent rents due from Tenant hereunder until the amount of the offset rents equals Tenant's costs.

(c) In the event of an interruption of any services or utilities to the Premises, a failure to maintain and repair or a closure of the Venue, or any similar condition, in each case caused by Landlord, its agents or employees and substantially depriving Tenant of use of the Premises for the Intended Use, in the event such deprivation persists for five (5) consecutive days or longer, then, without limitation of any other right or remedy available to Tenant, all base and additional rent hereunder will abate effective as of the date of the sixth consecutive day of such deprivation and continuing until such deprivation ceases. Tenant shall further have the right, upon at least five (5) days' notice to Landlord, to furnish to the Premises any services or utilities that Landlord fails to timely furnish in the manner required under this Agreement and to perform such maintenance or repairs to the Premises that Landlord fails to timely perform in the manner required under this Agreement and to offset Tenant's reasonable costs and expenses against subsequent rents due hereunder until such offset rents equal such costs and expenses (and, if this Agreement earlier terminates or expires, then Landlord shall promptly reimburse the remaining costs and expenses to Tenant).

7. Additional Tenant Rights; Rights Reserved to Landlord.

(a) Media and Marketing. For the Duration of the Lease, Tenant shall have the right to conduct media and marketing events at the Premises, and to erect signage in connection therewith, and Landlord hereby grants Tenant a non-exclusive, royalty-free, perpetual license to use the name and image of the Premises in connection with photographing, filming or otherwise capturing for depiction in any media of Tenant's choosing the Premises and Tenant's use thereof, including in order to disseminate the location of the practice events (e.g., "XFL at Globe Life Park"). Any proceeds derived from any media, marketing or other event conducted or presented by Tenant in, on or about the Premises shall belong to Tenant

exclusively.

(b) Signage. Tenant shall have the right, at Tenant's sole cost and expense and subject to Landlord's approval regarding both style and location, to be granted in Landlord's reasonable discretion, to install lighted, multi-colored ground monument signage and signage affixed to the Venue, as well as temporary signage and other visual media and branding materials related to Tenant and its promotions and sponsors in, on or about the Premises.

(c) Food and Beverage Service. Tenant may negotiate with Landlord's food service provider to contract for the provision of food and beverage service to Tenant in the Premises, and shall pay any amount due from Tenant under any such contract directly to such provider. Landlord shall reasonably cooperate and coordinate with Tenant in furtherance of such negotiations and thereafter to ensure that Tenant's food and beverage needs in the Premises are met and that Tenant receives the benefit of any discounted or wholesale pricing made available by Landlord's food service provider.

(d) Rights Reserved to Landlord. Notwithstanding any other provision of this Agreement to the contrary, Landlord shall have the right to enter the Premises to perform any of its obligations hereunder, or to facilitate maintenance and repairs to any portion of the Venue. Except in emergencies or to provide ordinary course Venue services, Landlord shall provide Tenant with reasonable (i.e. at least 24 hours') prior notice of entry into the Premises. Except as otherwise expressly provided in this Agreement or as would adversely affect any of Tenant's rights under this Agreement or use of or access to the Premises, Landlord shall have the right to undertake alterations and additions to the Venue, change the Venue's name or address and make such other changes to the Venue as Landlord deems appropriate. Landlord shall further have the right (but not the obligation) to temporarily close the Venue if Landlord reasonably determines that there is an imminent danger of significant damage to the Venue or of personal injury to the users or occupants of the Venue (the circumstances under which Landlord may temporarily close the Venue shall include without limitation electrical interruptions, hurricanes and civil disturbances), and a closure of the Venue under such circumstances shall not constitute a constructive eviction nor entitle Tenant to an abatement or reduction of rent. When undertaking any activity in accordance with this Section 7(d), Landlord shall provide Tenant with reasonable prior notice and use commercially reasonable efforts to minimize interference with Tenant's use of or access to the Premises. Up to and including January 31, 2020, Landlord shall further have the right, at Landlord's sole risk but without reduction of Tenant's rent due hereunder, to use Room A138 on a temporary basis to conduct occasional media events, and Tenant shall reasonably accommodate same.

8. Insurance; Indemnity; Indirect Damages.

(a) Indemnification by Landlord. Landlord shall indemnify and hold harmless, and at Tenant's request defend, Tenant and its affiliates, successors and assigns (and its and their officers, directors, employees, sublicensees, customers and agents) from and against any and all damages, costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, or proceeding (each, a "Claim") brought by any third party arising out of or related to any breach (or claim or threat thereof that, if true, would be a breach) of this Agreement by Landlord. Tenant shall notify Landlord promptly of any Claim for which indemnification is sought, provided, however, that the failure to give such notice shall not relieve Landlord of Landlord's obligations hereunder except to the extent that

Landlord was actually and materially prejudiced by such failure. Tenant may, at its option and expense, participate and appear on an equal footing with Landlord in the defense of any Claim that is conducted by Landlord as set forth herein. Landlord may not settle any Claim without the prior written approval of Tenant, which approval shall not be unreasonably withheld or delayed.

(b) **Indemnification by Tenant.** Tenant shall indemnify and hold harmless, and at Landlord's request defend, Landlord and its affiliates, successors and assigns (and its and their officers, directors, employees, sublicensees, customers and agents) from and against any and all Losses resulting from any Claim brought by any third party arising out of or related to (i) any breach (or claim or threat thereof that, if true, would be a breach) of this Agreement by Tenant, (ii) the personal injury or death to a third party (including, but not limited to, players, coaches, employees of Tenant) regardless of cause, or damage to or loss of third party property arising out of or resulting in whole or in part from the negligence or willful misconduct of Tenant's employees, agents, contractors, representatives, and invitees, and (iii) Tenant's use of the Premises. Notwithstanding the foregoing, Tenant's indemnification and defense obligations pursuant to this Section 8(b) shall not apply to the extent a third party Claim results from the negligence or willful misconduct of Landlord, its employees, members, officers, contractors, subcontractors, third-party service providers, agents, vendors, guests or invitees. Landlord shall notify Tenant promptly of any Claim for which indemnification is sought, provided, however, that the failure to give such notice shall not relieve Tenant of Tenant's obligations hereunder except to the extent that Tenant was actually and materially prejudiced by such failure. Landlord may, at its option and expense, participate and appear on an equal footing with Tenant in the defense of any Claim that is conducted by Tenant as set forth herein. Tenant may not settle any Claim without the prior written approval of Landlord, which approval shall not be unreasonably withheld or delayed.

(c) **Insurance.**

(i) **By Tenant.** Tenant must, at Tenant's sole cost and expense, procure and maintain the insurance described below in accordance with the requirements set forth below. The minimum insurance coverages are as follows: (a) Property insurance (the "**Tenant's Property Insurance**") covering all of Tenant's personal property in, on, at, or about the Premises and all improvements to the Premises made by or on behalf of Tenant (including the Initial Tenant Improvements), written on a "causes of loss-special form" policy form, in amounts of coverage that meet any coinsurance requirements of the policy or policies, including vandalism and malicious mischief coverage and, if a fire sprinkler system exists in the Premises, sprinkler coverage; and naming each of Landlord, Rangers Baseball Real Estate LLC, Rangers Baseball Express LLC, the City of Arlington, and Metroplex Sportservice, Inc. (collectively and together with their respective affiliates, successors and assigns, the "**Additional Insureds**") as an "additional insured." (b) Commercial general liability insurance ("**Tenant's Liability Insurance**") written on an "occurrence" policy form, covering Bodily Injury, Property Damage, and Personal and Advertising Injury arising out of or relating, directly or indirectly, to Tenant's business operations, conduct, assumed liabilities, or use or occupancy of the Premises, including contractual liability coverage and covering vicarious liability for independent contractors, with minimum limits of \$1,000,000.00 for each specified coverage above, and an aggregate limit of \$2,000,000.00, plus \$50,000.00 for fire legal liability, and naming each Additional Insured as an "additional insureds" by endorsement reasonably satisfactory in form and substance to Landlord. (c) Umbrella Liability Insurance with minimum limits of \$5,000,000.00, applying in excess of (b), (d) and (e), and following the form of the underlying policies. (d) Commercial Automobile Liability Insurance with minimum limits of \$1,000,000.00, written on an occurrence basis and including liability arising out of operation of hired and non-owned vehicles and naming each Additional Insured as an "additional insureds" by endorsement reasonably satisfactory in form and substance to Landlord. (e) (1) Workers'

Compensation as required by applicable law, and (2) Employer's Liability insurance with coverage limits of not less than \$1,000,000 for Bodily Injury by Accident each Accident, \$1,000,000 for Bodily Injury by Disease Policy Limit and \$1,000,000 Bodily Injury by Disease each Employee, covering all personnel employed either directly or by way of contract from any payroll service provider utilized.

(ii) By Landlord. Landlord shall, at its own expense, obtain and maintain throughout the Term insurance in accordance with industry standards and in amounts sufficient to cover its obligations hereunder. Without limiting the foregoing, such insurance shall include (a) Commercial General Liability Coverage with minimum limits of \$1,000,000.00 for each specified coverage above, and an aggregate limit of \$2,000,000.00, plus \$50,000.00 for fire legal liability, (b) Workers' Compensation as required by applicable law, and (c) Employer's Liability insurance with coverage limits of not less than "\$1,000,000 for Bodily Injury by Accident each Accident, \$1,000,000 for Bodily Injury by Disease Policy Limit and \$1,000,000 Bodily Injury by Disease each Employee, covering all personnel employed either directly or by way of contract from any payroll service provider utilized.

(d) Insurance Requirements. All policies shall provide a thirty (30) calendar days' prior written notice of cancellation, non-renewal or materially changed, and shall be primary. Each Party shall deliver to the other Party certificates evidencing required coverage in advance of or concurrently with the execution of this Agreement and on each insurance policy renewal thereafter. Each Party's insurance carriers will be licensed in Texas and shall have an A.M. Best Guide rating of "A" or better. Each Party's policies shall be endorsed to provide a waiver of subrogation in favor of the other Party. All liability insurance policies of Tenant must provide Cross-Liability coverage (separation of insureds or severability of interest provisions). No Commercial General Liability policy of Tenant or Landlord shall include third-party-over action exclusions or similar endorsements or limitations. The insurance requirements set forth herein will in no way modify, reduce or limit the indemnification obligations of either Party. Tenant must deliver to Landlord copies of ACORD, or equivalent, certificates of insurance policies, including evidence of the endorsements and waivers required herein in order to demonstrate that Tenant is carrying the type and amount of insurance coverage required by this Agreement before Tenant enters onto the Premises at any time (but no more than twice per year) upon request from Landlord. Additionally, Tenant must deliver to Landlord, no less than 30 days before the expiration date of any policy, adequate proof that Tenant has obtained renewal or replacement coverage for at least one (1) year immediately following such expiration.

9. Termination; Default; Remedies.

(a) At any time on or prior to March 1, 2021, either Party may terminate this Agreement at its convenience, with or without cause, upon thirty (30) days prior written notice to the other Party. Further, in the event the Parties have not entered into a Venue Use Agreement by March 1, 2021 (or such later date as mutually agreed by the Parties) for the use of the Venue to present professional football games and associated events in connection with a football league owned and/or operated by Tenant or an affiliate thereof, either Party shall have right, in its sole discretion, to terminate this Agreement upon thirty (30) days prior written notice to the other Party.

(b) A Party will be in default hereunder if it (i) fails to make any payment when due under this Agreement for more than ten (10) days after receiving written notice of such failure, (ii) fails to comply with any of the material terms and conditions of this Agreement for more than 30 days after receiving written notice of such failure (or such longer period as may reasonably be required to cure such failure if the defaulting party is diligently pursuing the cure

of such default, such longer period not to exceed an additional 15 days, (iii) voluntarily or involuntarily terminates this Agreement (unless otherwise permitted in this Agreement), or (iv) files a petition for an order of relief under the Federal Bankruptcy Code or entry of an order or decree of insolvency or reorganization or rearrangement under any state or federal law, or execution of a general assignment for the benefit of creditors, or appointment of receiver or an attachment, execution or other judicial seizure of a substantial portion of its assets, unless the foregoing is released or satisfied within 60 days. Any cure period set forth in this Section 9 shall be tolled for the duration of any good faith negotiations undertaken by the Parties for the purpose of resolving a bona fide dispute. If a Party defaults under this Agreement beyond any applicable notice and cure period, then, at the sole option of the non-breaching Party, the non-breaching Party may, with notice, (A) terminate this Agreement, and/or (B) exercise all other rights and remedies available at law or in equity on account of such default.

10. **Transfer; Subordination and Non-Disturbance.**

(a) Without the prior written consent of the other Party, which consent may be withheld in its sole discretion, neither Party may sell, assign, sublicense, re-license or otherwise transfer this Agreement or any of its rights and obligations hereunder to any party other than (a) its parent company, (b) a wholly-owned subsidiary or affiliate of itself or its parent company, (c) in the case of Tenant, any party which purchases all or substantially all of the assets of Tenant, or any successor to Tenant by merger or consolidation, or (d) in the case of Landlord, any party which purchases all or substantially all of the assets of Landlord, or any successor to Landlord by merger or consolidation. Should either Party transfer its rights as permitted hereunder, the transferring Party shall give the non-transferring Party written notice and a copy of said assignment at the time it is made. Any attempt by Tenant to sell or assign this Agreement or any rights hereunder except as permitted hereunder shall constitute a default hereunder and entitle Landlord to terminate this Agreement immediately. In connection with any transfer of this Agreement (whether permitted pursuant to this Section 10(a) or by reason of the other Party's consent), such transfer shall constitute a default hereunder and entitle the other Party to terminate this Agreement immediately unless (x) the transferring Party provides the other Party with prompt written notice of the name and address of the transferee, and (y) such transferee assumes all of the duties and obligations of the transferring Party hereunder, in a writing reasonably acceptable to the other Party.

(b) Not later than twenty (20) days following Landlord's request, Tenant shall deliver a fully executed and recordable, subordination, non-disturbance and attornment agreement on the reasonable and customary form of any of Landlord's future mortgage lenders, as negotiated between any such lender and Tenant (an "SNDA"), and the subordination of this Lease to such mortgage shall be subject to Tenant's receipt of an SNDA. Any breach by Tenant of this Section 10(b) or failure of Tenant to deliver the requisite SNDA(s) shall constitute a default hereunder and entitle Landlord to immediately terminate this Agreement. Landlord covenants that it has the right to make this Agreement for the Duration of the Lease, and that if Tenant shall pay all rent when due and punctually perform all the covenants, terms, conditions and agreements of this Agreement to be performed by Tenant, Tenant shall, subject to the express terms of this Agreement, have the right to, during the Term, freely, peaceably and quietly occupy and enjoy the possession of the Premises without molestation or hindrance by Landlord or any party claiming through or under Landlord.

11. **Holdover.** Upon not less than six (6) months' written notice to Landlord, Tenant shall have the right to extend the Duration of the Lease for a period of up to

three (3) months immediately following the expiration of the final Term (the “Permitted Holdover Period”), with the rent during the Permitted Holdover Period to be equal to the rent during such final Term. If Tenant fails to surrender the Premises upon the expiration or earlier termination of the Duration of the Lease (as the same may be extended by any Permitted Holdover Period), then Tenant’s continued occupancy of the Premises shall be that of a month-to-month tenancy (subject to Tenant’s right to terminate such tenancy immediately upon surrender of the Premises and written notice to Landlord), during which Tenant shall pay monthly rent, prorated on a per diem basis for each day of holdover, equal to 125% of the rent during the immediately preceding Term and Tenant shall otherwise continue to be subject to all of Tenant’s obligations under this Agreement. The holding over period (which, for clarity, does not include any Permitted Holdover Period) may be cancelled by Landlord upon 30 days’ notice to Tenant. The provisions of this Section 11 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. Notwithstanding any other provision of this Agreement, if Tenant continues to occupy the Premises following the termination or expiration of the Term (as the same may be extended by a Permitted Holdover Period), then in addition to any other liabilities to Landlord accruing therefrom, Tenant shall be liable to Landlord for and shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys’ fees and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender), and any lost profits or other consequential damages to Landlord resulting therefrom.

12. **Casualty and Condemnation.** For the purposes of this Agreement, an “Event of Force Majeure” or words of similar import mean any cause or event which is beyond the reasonable control of a Party and which renders the performance of this Agreement by the affected Party either impossible or commercially impracticable, including, without limitation, inclement weather, drought, flood, earthquake, storm, fire, lightning, labor actions or work stoppages (including, without limitation, strikes, sympathy strikes and lockouts), natural calamities, national emergencies, declarations of war, acts of terrorism, riot, civil disturbance, sabotage, explosions, acts of God, acts of any governmental body or agency having jurisdiction over the affected Party, and any federal, state, or local laws, rules, regulations, orders, ordinance, acts, or mandates. If all or any portion of the Premises shall be damaged or destroyed, whether due to fire or other casualty or to construction defects or any other reason, or if Tenant is prevented from using the Premises by an Event of Force Majeure to the degree that prevents or substantially interferes with Tenant’s use of the Premises for the Intended Use for a period of 30 days or more, then each Party shall have the option to terminate this Agreement upon written notice to the other Party, specifying a date of termination of this Agreement not to exceed one (1) year from the date of such damage, and the rents and costs due up to the date of termination to Landlord in accordance with this Agreement shall be equitably apportioned as of the date of the damage. If all or any part of the Premises is Taken in Condemnation Proceedings, then the Parties shall determine in their good faith reasonable discretion, within a reasonable time after such Taking, whether the remaining Premises can economically and feasibly be used by the Tenant for the Intended Use. If it is agreed that such remaining Premises cannot economically and feasibly be used by Tenant, then this Agreement shall terminate as of the Taking and any remaining rents and costs then due and payable in accordance with this Agreement shall be paid to the date of such termination. “Taken” or “Taking” means the event and date of vesting of title to the Premises or any part thereof or any other property interest therein pursuant to the Condemnation Proceedings. “Condemnation Proceedings” means any action brought for the purpose of any taking of the Premises or any

part thereof or any other property interest therein by governmental authority as a result of the exercise of the power of eminent domain, including a voluntary sale to such authority either under threat of condemnation or while such action or proceeding is pending.

13. **Brokers.** Each Party represents and warrants that no real estate brokers have been involved with this Agreement. Each Party hereby indemnifies and holds the other Party harmless from any claim for broker's commissions or finders' or other fees claimed by, through or under the indemnifying Party. This indemnification shall survive the termination or expiration of this Agreement.

14. **Compliance with Laws.** Each Party shall conduct its business at the Venue in a lawful manner. Tenant, in exercising its rights to use the Premises, and Landlord, in managing and maintaining the Premises, shall comply with all applicable laws, rules, ordinances, orders, judgments and regulations of any and all applicable governmental entities having jurisdiction over the Premises, including the City of Arlington.

15. **Intentionally Omitted.**

16. **Estoppe Certificates.** Within ten (10) business days after receipt of a written request therefor from either Party, the other Party shall execute and deliver an estoppel certificate certified to such reasonable parties as requested by the requesting Party and certifying to such factual matters with respect to this Lease as the requesting Party may reasonably request.

17. **Tenant's Representations and Warranties.** Tenant hereby represents and warrants that:

- (a) (a) Tenant has the right and authority to enter into this Agreement and to perform all the terms, covenants, provisions and conditions herein to be performed by Tenant.
- (b) All necessary action to authorize the execution and delivery of this Agreement on behalf of Tenant has been duly and validly taken, and the person signing this Agreement on behalf of Tenant is authorized to do so.
- (c) Tenant is not a party to any agreements or restrictions which impair or might impair its ability to perform its obligations under this Agreement, and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms of this Agreement will conflict with or result in a breach of the terms, conditions or provisions of any agreements to which Tenant is now a party or by which it is bound or constitutes a default under any of the foregoing.

18. **Miscellaneous.**

(a) **Governing Law; Venue.** This Agreement, and all actions, causes of action, or claims of any kind (whether at law, in equity, in contract, in tort, or otherwise) that may be based upon, arise out of, or relate to this Agreement, or the negotiation, execution, or performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, including without limitation Texas laws relating to applicable statutes of limitation, without regard to applicable conflicts of laws provisions or principles of comity which would cause this Agreement to be interpreted or governed by the applicable law of any

state other than Texas. THE PARTIES VOLUNTARILY AND IRREVOCABLY SUBMIT TO THE JURISDICTION OF THE COURTS OF TARRANT COUNTY IN THE STATE OF TEXAS AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN TEXAS, OVER ANY DISPUTE BETWEEN OR AMONG THE PARTIES RELATED TO OR ARISING OUT OF THIS AGREEMENT, AND EACH PARTY IRREVOCABLY AGREES THAT ALL SUCH CLAIMS IN RESPECT OF SUCH DISPUTE SHALL BE HEARD AND DETERMINED EXCLUSIVELY IN SUCH COURTS. THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS AND HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH THEY MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH DISPUTE RELATED TO OR ARISING OUT OF THIS AGREEMENT BROUGHT IN SUCH COURT OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE. EACH PARTY AGREES THAT A JUDGMENT IN ANY SUCH DISPUTE MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(b) Waiver of Right to Jury Trial. EACH PARTY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WAIVES AND OTHERWISE AGREES NOT TO REQUEST A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION, PROCEEDING OR COUNTERCLAIM OF ANY TYPE AS TO ALL MATTERS RELATED TO OR ARISING OUT OF THIS AGREEMENT. THIS WAIVER IS MADE KNOWINGLY AFTER THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

(c) Attorney's Fees. If any action or proceeding relating to or arising from this Agreement or the enforcement of any provision of this Agreement is brought against any Party hereto, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees, costs and disbursements, in addition to any other relief to which the prevailing Party may be entitled.

(d) Dispute Resolution. If any dispute between the Parties arising hereunder cannot be settled through negotiations within thirty (30) days of the dispute arising, the Parties shall endeavor first to settle the dispute by mediation administered by the American Arbitration Association in accordance with its Commercial Mediation Procedures in effect on the Effective Date before resorting to an alternative dispute resolution procedure. A request for mediation pursuant to this Section 18(d) shall be made in writing, delivered to the other Party, and filed with the person or entity administering the mediation. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the city where the Premises is located, unless another location is agreed. A Party may only withhold payments that are subject to a bona fide, good faith dispute; amounts not in dispute shall not be withheld by either Party. Payments of any amounts not in dispute shall not operate as a waiver of either Party's rights to initiate mediation. The Parties obligations to settle amounts due under this Agreement shall survive any expiration or termination of this Agreement.

(e) No Waiver. No delay or omission in the exercise of any right, power or remedy accruing to any Party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy. Any waiver by one Party of a breach by the other Party shall not be, or be construed to be, a waiver of any subsequent breach. No waiver shall be implied and each and every waiver

of any kind of any provision or condition of this Agreement must be in writing and signed by the Party granting such waiver.

(f) **Notice.** All notices and communications regarding the performance and responsibilities of the respective Parties and otherwise given by either Party to the other Party to this Agreement shall be in writing and shall be (a) delivered in person (by hand or by messenger), (b) sent by regular or certified mail, return receipt requested or U.S. Postal Service Express Mail or FedEx, UPS or other similar recognized private overnight delivery service, prepaid, or (c) sent by electronic mail (provided that a copy of such notice shall be delivered using one of the foregoing methods within one (1) business day). Notice given as provided herein shall be deemed to have been given on the date it was received as evidenced by signature, written confirmation of delivery by a courier, or date of first refusal, if that be the case. Notice hereunder shall be addressed to the Parties at the following addresses:

Tenant:

Alpha Opco, LLC
600 Steamboat Road, Suite 105
Greenwich, CT 06830
Attention: Jeffrey Pollack
E-mail: jnp727@xfl.com

With copies (which shall not constitute notice) to:

Sidley Austin LLP
1999 Avenue of the Stars, 17th Floor
Los Angeles, CA 90067
Attention: Matthew C. Thompson and Vijay Sekhon
E-mail: mthompson@sidley.com and vsekhon@sidley.com

Landlord:

REV Entertainment LLC
734 Stadium Drive
Arlington, TX 76011
Attention: Sean Decker, EVP, Sports & Entertainment
Email: sdecker@TexasRangers.com

With copies (which shall not constitute notice) to:

Rangers Baseball LLC
734 Stadium Drive
Arlington, TX 76011
Attention: Katherine K. Pothier, EVP, General Counsel
Email: kpothier@TexasRangers.com

Either Party may change the address at which it receives notices by notifying the other Party of such change in the manner provided herein.

(g) Binding Effect. This Agreement shall bind and inure to the benefit of the Parties and their permitted successors and assigns.

(h) Integrated Agreement; Amendment. This Agreement, including the Exhibits and any other attachments hereto, sets forth the entire agreement between the Parties as to the subject matter herein and supersedes all prior correspondence, understandings or agreements, whether oral or written. This Agreement may only be amended by a written agreement signed by the Parties hereto and specifically referring to this Agreement.

(i) Confidentiality. Neither Tenant nor Landlord shall release any information regarding the terms of this Agreement to any third party, and Landlord shall not release any information about Tenant to any third party, except (a) as agreed for purposes of publicity, (b) to its respective legal and financial advisers as necessary in the scope of their job duties, (c) as necessary for carrying out the intent of this Agreement, and (d) as otherwise required by law. All confidentiality obligations in this Agreement shall survive the expiration or termination of this Agreement.

(j) Invalidity. If any provision of this Agreement shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions of this Agreement shall not be affected or impaired.

(k) Time. Time is of the essence of this Agreement and each and all of its provisions. All references to specific times set forth herein shall be based on local time at the Premises. Except as otherwise expressly set forth herein, all deadlines set forth herein shall expire at 5:00 p.m., local time, on such date. If any deadline falls on a weekend (i.e., Saturday or Sunday) or a federally recognized holiday on which banks located in the state in which the Premises is located are authorized to close, then such deadline shall be extended to the next business day.

(l) Exhibits. The Exhibits referred to in this Agreement are by such reference incorporated in this Agreement as if set forth in full and are made a part of this Agreement.

(m) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, all of which together shall constitute one and the same document. Counterparts may be delivered via U.S. Mail, facsimile, electronic mail (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g. www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Amended and Restated Lease Agreement to be executed as of the date first written above.

LANDLORD:

REV ENTERTAINMENT LLC, a Delaware limited liability company

By: 

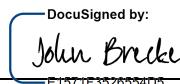
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Name: Sean Decker

Title: EVP, Sports and Entertainment

TENANT:

ALPHA ENTERTAINMENT LLC, a Delaware limited liability company

By: 

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Name: John Brecker

Title: Manager