

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:

TSAWD HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 16-10527 (MFW)

(Jointly Administered)

Ref. Docket No. 2717

**ORDER AUTHORIZING THE DEBTORS TO ASSUME AND ASSIGN
STADIUM NAMING RIGHTS CONTRACT TO THE DENVER BRONCOS
PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE**

Upon consideration of the motion (the "Motion")² of the above-captioned debtors and debtors in possession (collectively, the "Debtors") for the entry of an order, pursuant to section 365 of the Bankruptcy Code, authorizing the Debtors to assume and assign the Naming Rights Contract to the MFSB; and due and proper notice of the Motion having been given; and it appearing that no other or further notice of the Motion is required; and it appearing that the Court has jurisdiction to consider the Motion in accordance with 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order; and it appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of this proceeding and the Motion is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that the relief requested in the Motion and provided for herein is in the best interest of the Debtors, their estates, and creditors and is an

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: TSAWD Holdings, Inc. (9008); Slap Shot Holdings, Corp. (8209); TSAWD, Inc. (2802); TSA Stores, Inc. (1120); TSA Gift Card, Inc. (1918); TSA Ponce, Inc. (4817); and TSA Caribe, Inc. (5664). The headquarters for the above-captioned Debtors is located at 1050 West Hampden Avenue, Englewood, Colorado 80110.

The Debtors were formerly known as: Sports Authority Holdings, Inc. (9008); Slap Shot Holdings, Corp. (8209); The Sports Authority, Inc. (2802); TSA Stores, Inc. (1120); TSA Gift Card, Inc. (1918); TSA Ponce, Inc. (4817); and TSA Caribe, Inc. (5664).

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Motion.



appropriate exercise of the Debtors' business judgment; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Debtors are authorized to assume and assign the Naming Rights Contract to the MFSD pursuant to the Assumption and Assignment Agreement, and the terms and conditions of the Assumption and Assignment Agreement are hereby approved in their entirety.
3. The Debtors have demonstrated adequate assurance of future performance under the Naming Rights Contract and have satisfied the requirements set forth in sections 365(b)(1)(C) and 365(f)(2) of the Bankruptcy Code.
4. Except to the extent otherwise agreed in writing by the MFSD, the Broncos shall pay to the MFSD the payment of \$3,601,890 that was due to the MFSD on August 1, 2016 under the Naming Rights Contract, together with any interest thereon as required by the Naming Rights Contract. No additional cure payments shall be required under the Naming Rights Contract. All defaults or obligations for compensation of pecuniary loss and all other pre-petition and post-petition amounts under the Naming Rights Contract arising prior to the Closing under the Assumption and Assignment Agreement (without giving effect to any acceleration clauses or any default provisions of the kind specified in section 365(b)(2) of the Bankruptcy Code), including without limitation legal fees, interest, late charges and refurbishing obligations, are deemed fully and completely satisfied. Upon the occurrence of the Closing under the Assumption and Assignment Agreement, the MFSD is barred from asserting any further claim

against (i) the Debtors for any amounts arising under the Naming Rights Contract and (ii) the Broncos for any of the obligations described in the preceding sentence.

5. The Administrative Expense Claim Motion is hereby deemed withdrawn upon payment of \$50,000 to the Broncos in accordance with the Assumption and Assignment Agreement.

6. Upon Closing (as defined in the Assumption and Assignment Agreement), the Broncos shall be deemed to have released, remised, and forever discharged TSA Stores, Inc. and its current and former affiliates, officers, directors, agents, attorneys, employees, advisors, investment advisors, investment managers, partners, members, consultants, and shareholders of and from all debts, demands, actions, causes of action, payments, charges, suits, accounts, covenants, contracts, agreements, claims, rights, damages, losses, or liabilities of any nature whatsoever, both at law or in equity, whether direct or indirect, known or unknown, fixed or contingent, which arose at any time prior to the Closing, or which thereafter could arise based on any act, fact, transaction, cause, matter, or thing which occurred prior to the Closing

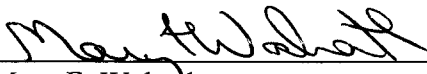
7. Except as specifically set forth herein, including, for the avoidance of doubt, paragraph 5 above, nothing included in or omitted from the Motion or this Order, nor as a result of any payment made pursuant to this Order, shall be deemed or construed as an admission as to the validity or priority of any claim against the Debtors, an approval or assumption of any agreement, contract or lease pursuant to section 365 of the Bankruptcy Code, or a waiver of the rights of the Debtors and the estates, or shall impair the ability of the Debtors and their estates, to contest the validity and amount of any payment made pursuant to this Order.

8. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

9. This Order is immediately effective and enforceable, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise.

10. The Court shall retain jurisdiction over any and all matters arising from or related to the interpretation or implementation of this Order.

Dated: August 18, 2016
Wilmington, Delaware



Mary F. Walrath
United States Bankruptcy Judge