

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

In re:

BLACK NEWS CHANNEL, LLC,¹

Debtor.

Case No. 4:22-bk-40087-KKS

Chapter 11

**ORDER GRANTING, IN PART, DEBTOR’S EMERGENCY
MOTION FOR (A) APPROVAL OF BIDDING PROCEDURES,
(B) AUTHORIZATION FOR DEBTOR TO DESIGNATE
STALKING HORSE BIDDER AND GRANT CERTAIN
STALKING HORSE INDUCEMENTS, (C) SCHEDULING
AUCTION, SALE HEARING AND RELATED DATES, (D)
APPROVAL OF THE FORM AND MANNER OF NOTICE
THEREOF, (E) ESTABLISHMENT OF NOTICE AND
PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT
OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED
LEASES, AND (F) RELATED RELIEF (ECF No. 151)**

Upon the motion (ECF No. 151) (the “Motion”) of Black News Channel, LLC (the “Debtor”), the debtor and debtor in possession in this case, for, *inter alia*, an order (this “Order” or “Bidding Procedures Order”) (a) authorizing and approving the bidding procedures attached hereto as **Exhibit 1** (the “Bidding Procedures”) in connection with the sale or disposition (the “Sale”) of some or all of the Debtor’s assets (the “Acquired Assets”) or a plan

¹ The Debtor’s address is 2320 Killearn Center Blvd., Building D, Tallahassee, Florida 32309. The last four digits of the Debtor’s federal tax identification number are 5082.

of reorganization (a “Plan”, and together with the Sale, the “Restructuring Transaction”), (b) authorizing the Debtor to designate a Stalking Horse Bidder and to grant certain Stalking Horse Inducements (each as defined herein), (c) scheduling an Auction (as defined herein), if necessary, and the Sale Hearing (as defined herein) and establishing related dates, (d) approving the form and manner of the notice of the Auction, the Sale Hearing and related matters, including the notice of the Auction and Sale and hearing thereon (in the form attached as **Exhibit 2**, the “Notice of Auction and Sale Hearing”), (e) approving the procedures (the “Assignment Procedures”), as set forth below, for the assumption and assignment of certain of the Debtor’s executory contracts or unexpired leases, as applicable (the “Designated Contracts”), and notice thereof, including the notice of the potential assumption and assignment of the Designated Contracts (in the form attached as **Exhibit 3**, the “Notice of Assumption and Assignment”), and (f) related relief;² and this Court having found that it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157; and this Court having found that venue of the Chapter 11 Case and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that this matter is a core

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Motion.

proceeding pursuant to 28 U.S.C. § 157(b); and this Court having found that it may enter a final order consistent with Article III of the United States Constitution; and this Court having found that notice of the Motion has been given as set forth in the Motion and that such notice is adequate and no other or further notice need be given except as set forth herein with respect to the Auction, the Sale Hearing, and the potential assumption and assignment of the Designated Contracts; and a reasonable opportunity to object to or be heard regarding the relief provided herein has been afforded to parties-in-interest pursuant to Rules 2002, 6004(a) and 6006(c) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and this Court having considered the *Declaration of Maureen Brown in Support of Chapter 11 Petition and First Day Relief* (ECF No. 60) and any other declaration submitted in support of the Motion; and this Court having found that the relief sought in the Motion is in the best interests of the Debtor, its estate, its creditors and all other parties in interest; and this Court having found that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor,

THE COURT HEREBY FINDS THAT:

A. The findings and conclusions set forth herein constitute the Court’s findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

B. The bases for the relief requested in the Motion include sections 105, 363, 365, 503, and 507 of title 11 of the United States Code (the “Bankruptcy Code”) and Bankruptcy Rules 2002, 6004, 6006, and 9014.

C. The Debtor has begun a marketing and sale process during this Chapter 11 Case to solicit and develop the highest or best offer for a Restructuring Transaction (the “Sale Process”).

D. The Bidding Procedures attached as **Exhibit 1** are fair, reasonable, and appropriate under the circumstances, and are designed to maximize the value to be achieved from the Sale, as determined by the Debtor’s sound business judgment. The Bidding Procedures were negotiated in good faith and at arms-length and are reasonably designed to promote a competitive and robust bidding process to generate the greatest level of interest in the Debtor’s business resulting in the highest or otherwise best offer.

E. The Assignment Procedures provided for herein are fair, reasonable, and appropriate, and are consistent with the provisions of section 365 of the Bankruptcy Code.

F. The Debtor has articulated good and sufficient business reasons for this Court to approve (i) the Bidding Procedures, including the scheduling of bid deadlines, an auction and a sale hearing with respect to the proposed Sale; and (ii) the establishment of procedures to assume and assign the Designated Contracts and fix the Cure Costs (as defined below) to be paid pursuant to section 365 of the Bankruptcy Code.

G. In the Motion and at the hearing on the Motion as it pertains to the Bidding and Auction Process (the "Bidding Procedures Hearing"), the Debtor demonstrated that good and sufficient notice of the relief granted by this Order has been given and no further notice is required. A reasonable opportunity to object or be heard regarding the relief granted by this Order has been afforded to those parties entitled to notice pursuant to Bankruptcy Rule 2002 and all other interested parties.

H. The Notice of Auction and Sale Hearing, and the Debtor's proposed publication thereof, is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the Auction, the Sale, the Bidding Procedures, and the Assignment Procedures to be employed

in connection therewith, including, without limitation: (i) the date, time and place of the Auction (if one is held); (ii) the Bidding Procedures and the dates and deadlines related thereto; (iii) the objection deadline for the Sale and the date, time, and place of the Sale Hearing; (iv) reasonably specific identification of the Acquired Assets; and (v) representations describing the Sale as being free and clear of liens, claims, interests, and other encumbrances, with all such liens, claims, interests, and other encumbrances attaching with the same validity and priority to the proceeds of the Sale; and no other or further notice of the Sale shall be required.

I. The Notice of Assumption and Assignment is appropriate and reasonably calculated to provide each Non-Debtor Counterparty (as defined herein) to any Designated Contracts with proper notice of the Assignment Procedures. The inclusion of any Designated Contract on a Notice of Assumption and Assignment does not constitute an admission that a particular Designated Contract is an executory contract or unexpired lease of property or require, or guarantee, that such Designated Contracts will be assumed and assigned, and all rights of the Debtor with respect thereto are reserved.

J. No further notice beyond that described in the foregoing paragraphs is required in connection with the Sale.

K. The entry of this Order is in the best interests of the Debtor, its estate, its creditors, and other parties in interest.

ACCORDINGLY, IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. All objections to the relief being granted pursuant to this Order that have not been withdrawn, waived, or settled as announced to the Court at the Bidding Procedures Hearing or by stipulation filed with the Court, are hereby overruled.
3. The Bidding Procedures attached as **Exhibit 1** are incorporated herein and approved, and shall apply with respect to the Sale Process and any resulting Restructuring Transaction. The Debtor and its advisors are authorized to conduct the Sale Process and solicit bids for all manner of transactions that the Debtor, after consultation with the Consultation Parties (as defined in the Bidding Procedures), believes will maximize value in this case, including, without limitation, one or more transactions for the sale of substantially all of the Debtor's assets or any portion thereof (a "Sale Bid") and one or more transactions involving the sponsoring of a plan of reorganization (a "Plan Bid"). The Bidding Procedures shall govern the solicitation, submission, receipt, consideration and analysis of all such Sale Bids and Plan Bids (collectively, the "Bids"). Any party desiring to submit a

Bid shall comply with the Bidding Procedures and this order in all respects. The Debtor is authorized to take any and all actions necessary or appropriate to implement the Bidding Procedures.

Sale Process Dates and Deadlines³

4. The following dates and deadlines are approved and shall govern the Sale Process:

Event	Date
Deadline to serve Notice of Auction and Sale Hearing	Within three (3) business days following entry of the Bidding Procedures Order
Deadline to serve Notice of Assumption and Assignment	Within five (5) business days following entry of the Bidding procedures Order
Cure Cost/Assignment Objection Deadline ⁴	May 25, 2022, at 5:00 p.m. (prevailing Eastern Time)
Deadline for Debtor to Designate any Stalking Horse Bidders	May 27, 2022
Sale Objection Deadline	June 14, 2022, at 5:00 p.m. (prevailing Eastern Time)
Bid Deadline	June 16, 2022, at 5:00 p.m. (prevailing Eastern Time)

³ Dates contained in this proposed Bidding Procedures Order assume that the Bidding Procedures Order will be entered on or about May 2, 2022. In the event that the Bidding Procedures Order is entered on a later date, such dates are subject to revision.

⁴ The Cure Cost/Assignment Objection Deadline applies to all objections to the sale of the Assets and the assumption and assignment of the Designated Contracts (including adequate assurance of future performance by a Stalking Horse Bidder), with the exception of objections related to adequate assurance of future performance by a Successful Bidder other than the Stalking Horse Bidder, which are due by the Post-Auction Objection Deadline.

Event	Date
Deadline for Debtor to Designate Qualified Bids and Baseline Bid	Not later than 24 hours prior to the scheduled start of the Auction
Auction (If Necessary)	June 22, 2022, at 10:00 a.m. (prevailing Eastern Time)
Deadline to File and Serve Notice of Successful Bidder	As soon as reasonably practicable after conclusion of the Auction
Post-Auction Objection Deadline	June 24, 2022, at 5:00 p.m. (prevailing Eastern Time)
Sale Hearing (subject to the Court's availability)	June 28, 2022, at 10:00 a.m. (prevailing Eastern Time)
Sale Closing	July 15, 2022

5. **Bid Deadline.** The deadline for submitting Bids (the “Bid Deadline”) shall be **June 16, 2022 at 5:00 p.m. (prevailing Eastern Time)**. Except as set forth herein, no Bid shall be deemed to be a Qualified Bid unless such bid meets the requirements set forth in the Bidding Procedures or is otherwise accepted by the Debtor, after consultation with the Consultation Parties.

6. **Auction.** If more than one Qualified Bid is timely received, the Debtor will conduct an Auction in accordance with the Bidding Procedures, which Auction shall take place on **June 22, 2022 at 10:00 a.m. (prevailing Eastern Time)**, or such later date and time as the Debtor may designate in consultation with the Consultation Parties. The Auction will be held

telephonically, by videoconference, or in person as determined by the Debtor in consultation with the Consultation Parties. If the Debtor, after consultation with the Consultation Parties, determines that the Auction should be conducted in person, (a) the Debtor, after consultation with the Consultation Parties, shall select a suitable venue for the Auction located within 200 miles of the Bankruptcy Court's Tallahassee Division courthouse, and (b) not later than one (1) business day following the Bid Deadline, (i) file a notice on the docket in the Chapter 11 Case stating that the Auction will be held in person and identifying the street address of the location chosen for the Auction (the "In Person Auction Notice"), (ii) cause a copy of the In Person Auction Notice to be posted conspicuously on the case website maintained for the Chapter 11 Case by the Stretto in its role as the claims and noting agent appointed by the Bankruptcy Court (<https://cases.stretto.com/BlackNewsChannel/>), and (iii) serve the In Person Auction Notice by email or similarly expeditious electronic means on all persons that have submitted Bids by the Bid Deadline, the Consultation Parties, and the U.S. Trustee.

7. Each Qualified Bidder participating in the Auction will be required to confirm, in writing or on the record at the Auction, that (a) it has not engaged in any collusion with respect to the bidding process, (b) its Qualified Bid is a good faith bona fide offer that it intends to consummate if

selected as the Successful Bidder, and (c) such Qualified Bidder irrevocably agrees to serve as a Backup Bidder if the Qualified Bidder's Qualified Bid is the next highest or best bid after the Successful Bid with respect to the Restructuring Transaction.

8. The Debtor may, after consultation with the Consultation Parties, announce at the Auction additional procedural rules (by way of example only, and not by way of limitation, the amount of time to make Overbids, the amount of the bid increment for an Overbid, or the requirement that parties submit "best and final" bids) for conducting the Auction or otherwise modify these Bidding Procedures; provided that such rules or modifications (a) are not materially inconsistent with these Bidding Procedures as of the date of this Bidding Procedures Order, the Bankruptcy Code, or any order of the Bankruptcy Court, (b) do not purport to abrogate or modify the Stalking Horse Agreement, if any, without the prior written consent of the Stalking Horse Bidder, if any, (c) do not in any way impair or modify the rights of the Stalking Horse Bidder, if any, under the Bidding Procedures or the Stalking Horse Agreement, if any, without the prior written consent of the Stalking Horse Bidder, (d) do not reduce or otherwise modify the Debtor's obligations to consult with any Consultation Party without the consent of such Consultation Party or further order of the Court, and (e) are disclosed to each Qualified

Bidder during the Auction. The bidding at the Auction shall be transcribed, audio recorded, and/or videotaped, and the Debtor shall maintain a transcript of all bids made at the Auction.

9. **Notice of Successful Bidder.** Within one (1) business day following conclusion of the Auction, the Debtor shall file a notice (“Notice of Successful Bidder”) on the Bankruptcy Court’s docket identifying the Successful Bidder(s) and Successful Bid(s) for any Restructuring Transactions and any applicable Backup Bidder(s) and Backup Bid(s). Notwithstanding the selections of the Successful Bidder(s) and the Backup Bidder(s), all Bids are binding and irrevocable at least until entry of the Sale Order.

10. **Sale Hearing.** If any Successful Bid is a Sale Bid, a hearing to consider the approval of the Sale or Sales of the Acquired Assets (the “Sale Hearing”) shall be held before this Court on **June 28, 2022 at 10:00 a.m. (prevailing Eastern Time)**, before the Honorable Karen K. Specie, at the U.S. Bankruptcy Courthouse, 110 East Park Avenue, Second Floor Courtroom, Tallahassee, Florida 32301. At least seven (7) days prior to the Sale Objection Deadline (as defined herein), the Debtor shall file an initial version of a proposed form of order (i) approving the terms of a Sale of some or all of the Acquired Assets, (ii) authorizing the Sale free and clear of all

liens, claims, interests, and encumbrances (except for any permitted liens and encumbrances), (iii) authorizing the assumption and assignment of Designated Contracts, and (iv) granting related relief (as amended from time to time, the “Proposed Sale Order”). At the Sale Hearing, the Debtor will seek the entry of any Proposed Sale Order(s) (as entered by the Court, the “Sale Order(s)”), which shall, among other things, approve and authorize the Sale(s) to the Successful Bidder(s) and, if applicable, the Backup Bidder(s) as determined in accordance with the Bidding Procedures. The Sale Hearing (or any portion thereof) may be adjourned by this Court or the Debtor (after consultation with the Consultation Parties and any Successful Bidder whose Successful Bid is a Sale Bid) from time to time without further notice other than by announcement in open court, on this Court’s calendar, or through the filing of a notice or other document on this Court’s docket.

11. **Sale Objection Deadline.** The deadline to object to the relief requested in the Motion (a “Sale Objection”) is **June 14, 2022 at 5:00 p.m. (prevailing Eastern Time)** (the “Sale Objection Deadline”). Sale Objections must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules for the United States Bankruptcy Court for the Northern District of Florida (the “Local Bankruptcy Rules”); (c) state with particularity the legal and factual basis for the objection and the specific

grounds therefor; and (d) be filed with the Court and served on the following parties so as to be actually received no later than the Sale Objection Deadline: (i) counsel to the Debtor; (ii) counsel to any Stalking Horse Bidder that may be designated in accordance with the Bidding Procedures and this Bidding Procedures Order; (iii) counsel to Busey Bank for so long as Busey Bank is the holder of the Prepetition Obligations⁵ or Stache Investment Corporation or any affiliate thereof as the assignee from Busey Bank of the Prepetition Obligations (either, the “Prepetition Lender”); (iv) counsel to Stache Investment Corporation, as the DIP Lender (as defined in the Interim DIP Order) (the “DIP Lender”); (v) counsel to the Official Committee of Unsecured Creditors (the “Committee”); and (v) the United States Trustee (collectively, the “Notice Parties”). Failure to file a timely Sale Objection shall forever bar the assertion of any objection to the Motion, the entry of any Sale Order(s), and/or consummation of such Sale(s), including the assumption and assignment of any contracts or leases as part of such Sale(s). All parties who fail to file a timely Sale Objection shall also be deemed to consent to the

⁵ As defined in the *Interim Order Granting, in Part, Debtor’s Emergency Motion Seeking Entry of Interim and Final Orders (i) Authorizing the Debtor to (a) Obtain Postpetition Financing and (b) Utilize Cash Collateral, (ii) Granting Liens and Superpriority Administrative Expense Claims, (iii) Granting Adequate Protection, (iv) Modifying the Automatic Stay, (v) Scheduling a Final Hearing for [May 27, 2022, at 10:00 A.M], Eastern Standard Time, and (vi) Granting Related Relief entered on April 27, 2022 (ECF No. 157) (the “Interim DIP Order”)*.

entry of such Sale Order(s) and consummation of such Sale(s) and all transactions related thereto free and clear of all liens, claims, and interests.

12. **Plan Process.** If a Successful Bid is a Plan Bid, then the Sale Hearing will be adjourned (in its entirety if there are no other Successful Bids or in part as to the subject matter of such Plan Bid if there are also one or more Successful Bids based on a Sale Bid) subject to potential rescheduling of the Sale Hearing for a later date to be determined in the event that the Successful Bid is not consummated and the Debtor, after consultation with the Consultation Parties, decides to proceed with a Backup Bid that is a Sale Bid. In lieu of conducting the Sale Hearing, in whole or in part, on the date identified in the Bidding Procedures Order for the Sale Hearing, a hearing (the “Successful Plan Bid Hearing”) will be convened for the Court to consider entry of an order, in form and substance reasonably acceptable to the Debtor, the Consultation Parties, and the Successful Bidder, confirming the designation of such Successful Bidder’s Plan Bid as a Successful Bid, establishing a schedule for the plan filing, solicitation and confirmation process in connection with such Plan Bid, and granting related relief (the “Successful Plan Bid Order”). The Debtor shall file the proposed form of the Successful Plan Bid Order not less than two (2) business days prior to the date scheduled for the Successful Plan Bid Hearing. Objections to the selection of

such Plan Bid as the Successful Bid or to the proposed form of the Successful Plan Bid Order may be filed at any time prior to the commencement of the Successful Plan Bid Hearing or presented at such hearing.

13. **Debtor Discretion/Business Judgment.** The Sale Process and the Auction are subject in all respects to the Debtor's reasonable discretion and its business judgment regarding maximizing value in this Chapter 11 Case. The Debtor may, after consultation with the Consultation Parties, (a) determine which Qualified Bid is the highest or otherwise best offer; (b) reject, at any time before entry of a Sale Order, any Bid that, in the discretion of the Debtor, is (i) inadequate or insufficient, (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale, or (iii) contrary to the best interests of the Debtor, its estate, its creditors, and other stakeholders; and (c) at or before the conclusion of the Auction, may impose additional terms and conditions upon Qualified Bidders that the Debtor reasonably determines to be appropriate to promote the goals of maximizing the value of the Acquired Assets and provided that such rules are not inconsistent with this Order or the Bidding Procedures. Further, without limiting the foregoing, the Debtor may accept a single Qualified Bid or multiple Bids for multiple Restructuring Transactions that, if taken together in the aggregate, would otherwise meet the standards

for a single Qualified Bid. The Debtor may also permit otherwise Qualified Bidders who submitted Bids by the Bid Deadline for a material portion of the Debtor's assets but who are not identified as a component of a single Qualified Bid consisting of multiple Bids, to participate in the Auction and to submit higher and/or otherwise better Bids that in subsequent rounds of bidding may be considered, together with other Bids for non-overlapping portions of the Debtor's assets, as part of such a single Qualified Bid.

14. Subject to the provisions below regarding the possible designation of a Stalking Horse Bidder, no person or entity shall be entitled to any expense reimbursement, break-up fees, "topping," termination, or other similar fee or payment, and by submitting a Bid, such person or entity is deemed to have waived their right to request or to file with this Court any request for expense reimbursement or any fee of any nature, whether by virtue of section 503(b) of the Bankruptcy Code or otherwise.

Assignment Procedures

15. The following Assignment Procedures are hereby approved in connection with the potential assumption and assignment of Designated Contracts pursuant to section 365 of the Bankruptcy Code:

- a. On or before the fifth (5th) business day after entry of this Bidding Procedures Order, the Debtor shall file with the Court and serve on each known Non-Debtor counterparty to each known existing contract or lease with the Debtor

(each, a “Non-Debtor Counterparty”), the Notice of Assumption and Assignment, regardless of whether any such contract or lease has been listed as a Designated Contract. In the event that the Debtor identifies any Non-Debtor Counterparties which were not served with the Notice of Assumption and Assignment, the Debtor may subsequently serve (by overnight mail) such Non-Debtor Counterparty with a Notice of Assumption and Assignment, and the following procedures will nevertheless apply to such Non-Debtor Counterparty; *provided, however*, that the Cure Cost/Assignment Objection Deadline with respect to such Non-Debtor Counterparty shall be the later of (i) **May 25, 2022 at 5:00 p.m. (prevailing Eastern Time)** and (ii) the date that is 14 calendar days after the Notice of Assumption and Assignment is mailed to the affected Non-Debtor Counterparty.

- b. The Notice of Assumption and Assignment served on each Non-Debtor Counterparty shall: (i) identify each Designated Contract; (ii) list the proposed calculation of the cure amounts that the Debtor believes must be paid to cure all defaults outstanding under the Designated Contract as of such date (the “Cure Costs”); (iii) include a statement that assumption and assignment of such Designated Contract is not required or guaranteed; and (iv) inform such Non-Debtor Counterparty of the requirement to file any Cure Cost/Assignment Objections by the Cure Cost/Assignment Objection Deadline. Service of a Notice of Assumption and Assignment does not constitute an admission that a particular Designated Contract is an executory contract or unexpired lease of property, or confirm that the Debtor is required to or will assume and/or assign such Designated Contract as a part of any transaction.
- c. Except as otherwise provided in Paragraph 15.a of this Order, objections (a “Cure Cost/Assignment Objection”), if any, to (i) the scheduled Cure Costs, and/or (ii) the potential assumption, assignment, and/or transfer of such

Designated Contract (including the transfer of any related rights or benefits thereunder), other than objections that relate specifically to the identity of the Successful Bidder, must (x) be in writing, (y) state with specificity the nature of such objection, including the amount of Cure Costs in dispute, and (z) be filed with the Court and properly served on the Notice Parties so as to be received no later than **May 25, 2022 at 5:00 p.m. (prevailing Eastern Time)** (the “Cure Cost/Assignment Objection Deadline”).

- d. Objections (a “Post-Auction Objection”) of any Non-Debtor Counterparty related solely to the identity of and adequate assurance of future performance provided by the Successful Bidder must (x) be in writing, (y) state with specificity the nature of such objection, and (z) be filed with the Court and properly served on the Notice Parties so as to be received no later than **June 24, 2022 at 5:00 p.m. (prevailing Eastern Time)** (prevailing Eastern Time) which is intended to be two (2) business days after the Auction (as such deadline may be extended from time to time, the “Post-Auction Objection Deadline”).
- e. Any Non-Debtor Counterparty to a Designated Contract who fails to timely file and properly serve a Cure Cost/Assignment Objection or Post-Auction Objection as provided herein will (i) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Designated Contract in the event it is assumed and/or assigned by the Debtor, and the Debtor and any successor to the Debtor on any such Designated Contract shall be entitled to rely solely upon the Cure Costs, and (ii) be deemed to have consented to the assumption, assignment and/or transfer of such Designated Contract (including the transfer of any related rights and benefits thereunder) to the relevant Successful Bidder and shall be forever barred and estopped from asserting or claiming against the Debtor or such Successful Bidder that any additional amounts are due or defaults exist, or conditions to assumption, assignment, and/or transfer must be satisfied under such Designated

Contract, or that any related right or benefit under such Designated Contract cannot or will not be available to the Successful Bidder.

- f. Consideration of unresolved Cure Cost/Assignment Objections and Post-Auction Objections relating to all Designated Contracts, if any, will be held at the Sale Hearing; *provided, however*, that (i) any Designated Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection and (ii) the Debtor may adjourn a Cure Cost/Assignment Objection in its discretion.
- g. A timely filed and properly served Cure Cost/Assignment Objection or Post-Auction Objection will reserve the filing Non-Debtor Counterparty's rights relating to the Designated Contract, but will not be deemed to constitute an objection to the relief generally requested in the Motion with respect to the approval of the Sale.
- h. The inclusion of a Designated Contract or Cure Costs with respect thereto on the Notice of Assumption and Assignment or the notice of Auction results shall not constitute or be deemed a determination or admission by the Debtor, the Stalking Horse Bidder, a Successful Bidder, or any other party in interest that such contract or lease is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code. The Debtor reserves all of its rights, claims, and causes of action with respect to each Designated Contract. The Debtor's inclusion of any Designated Contract on the Notice of Assumption and Assignment or the notice of Auction results shall not be a guarantee that such contract ultimately will be assumed or assumed and assigned. The initial Notice of Assumption and Assignment and any subsequent notice shall be without prejudice to a Stalking Horse Bidder's or Successful Bidder's rights under the applicable purchase agreement to subsequently (1) exclude a contract from the schedule of Designated Contracts previously included on such notice or (2) include additional contracts for

assumption and assignment in accordance with the applicable Stalking Horse Bidder's or Successful Bidder's purchase agreement.

- i. The Debtor's decision to assume and assign the Designated Contracts to the relevant Successful Bidder is subject to the Court's approval and the closing of the Sale. Accordingly, absent the Court's approval and the closing of the Sale, the Designated Contracts shall not be deemed assumed or assumed and assigned, and shall in all respects be subject to further administration by the Debtor and its estate under the Bankruptcy Code in connection with the Chapter 11 Case.

16. The foregoing Assignment Procedures are appropriate and fair to all Non-Debtor Counterparties and comply in all respects with the Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules of this Court. The Notice of Assumption and Assignment is: (a) reasonably calculated to (i) provide sufficient, effective notice to all counterparties and any other affected parties of the Debtor's intent to assume and assign to any Successful Bidder some or all of the Designated Contracts and (ii) afford the counterparties the opportunity to exercise any rights affected by the Motion and the relief granted by this Order pursuant to Bankruptcy Rules 2002(a)(2), 6004, and 6006; and (b) hereby approved.

Notice of Auction and Sale Hearing

17. The Notice of Auction and Sale Hearing, substantially in the form attached hereto as **Exhibit 2**, is hereby approved. Within three (3) business days following entry of this Bidding Procedures Order, or as soon as

reasonably practicable thereafter, the Debtor shall cause the Notice of Auction and Sale Hearing to be served by first class U.S. mail, postage prepaid, on the following entities: (a) the Office of the United States Trustee; (b) counsel for the Prepetition Lender; (c) counsel for the DIP Lender; (d) counsel for the Committee; (e) those entities who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rule 2002; (f) all persons known to the Debtor to have expressed written interest within one year prior to the Petition Date in acquiring the Debtor's Business or some or all of the Acquired Assets; (g) all known Non-Debtor Counterparties to contracts and leases with the Debtor; (h) all other known holders of liens, encumbrances, and other claims secured by any of the Acquired Assets; (i) the United States Internal Revenue Service; (j) the U.S. Attorney for the Northern District of Florida; (k) the Federal Communications Commission; (l) the Attorney General for the State of Florida; and (m) to the extent not already identified as a party to be served in clauses (a) through (l) above, all other known creditors of the Debtor.

Publication Notice

18. On or before five (5) business days after entry of the Bidding Procedures Order, the Debtor shall, subject to applicable submission deadlines, publish the Notice of Auction and Sale Hearing once in the national

edition of the USA Today or another nationally circulated newspaper, with any modifications necessary for ease of publication, and post the Notice of Auction and Sale Hearing and the Bidding Procedures Order on the website of the Debtor's claims and noticing agent.

19. Service and publication of the Notice of Auction and Sale Hearing as provided in this Order are sufficient to provide effective notice to all interested parties of, *inter alia*, the Bidding Procedures, the Auction, the Sale Hearing, the Sale, and the Assignment Procedures in accordance with Bankruptcy Rules 2002, 6004 and 6006, and any applicable Local Bankruptcy Rules of this Court, and are approved.

Designation of Stalking Horse Bidder; Stalking Horse Inducements

20. Pursuant to the Bidding Procedures and this Bidding Procedures Order, the Debtor is authorized, but not directed, to select one or more bidders to act as a Stalking Horse Bidder and enter into Stalking Horse Agreement(s) with such Stalking Horse Bidder(s).

21. After consultation with the Consultation Parties, the Debtor is authorized, but not directed, to provide a Stalking Horse Bidder (other than the DIP Lender, the Prepetition Lender or any Stalking Horse Bidder that is an insider of the Debtor as defined in section 101(31) of the Bankruptcy Code) with any or all of the following stalking horse protections as an inducement

for the Stalking Horse Bidder to execute a Stalking Horse Agreement: (i) a breakup fee of up to three percent (3%) of the cash portion of the purchase price set forth in a Stalking Horse Bidder's executed Stalking Horse Agreement; and (ii) expense reimbursement of such Stalking Horse Bidder's reasonable and documented out of pocket expenses incurred by the Stalking Horse Bidder up to a maximum of two percent (2%) of the cash purchase price set forth in a Stalking Horse Bidder's Stalking Horse Agreement (collectively, the "Pre-Approved Stalking Horse Inducements"). The granting of any such Pre-Approved Stalking Horse Inducements shall be subject to the Debtor's discretion, after consultation with the Consultation Parties, and shall not require further Court approval. Any further protections or inducements for a Stalking Horse Bidder beyond Pre-Approved Stalking Horse Inducements, are subject to Court approval in accordance with the procedures described in Paragraph 23 of this Bidding Procedures Order.

22. To the extent the Debtor, after consultation with the Consultation Parties, determines to designate one or more Stalking Horse Bidders and to offer Pre-Approved Stalking Horse Inducements to any such Stalking Horse Bidders, the Debtor shall (a) file a notice (the "Stalking Horse Bidder Notice") on or before **May 27, 2022** and (b) cause such Stalking Horse Bidder Notice to be served by email or similarly expeditious electronic means upon (i) the

U.S. Trustee, (ii) counsel for the Prepetition Lender, (iii) counsel for the DIP Lender, (iv) counsel for the Committee, and (v) any Stalking Horse Bidder or its counsel, if known. The Stalking Horse Bidder Notice shall include the following: (x) the name of any Stalking Horse Bidder(s) designated by the Debtor; (y) a description of any Pre-Approved Stalking Horse Inducements that the Debtor has agreed to provide to such Stalking Horse Bidder(s); and (z) a copy of any such Stalking Horse Bidder's(s') Stalking Horse Agreement(s).

23. In the event that the Debtor, after consultation with the Consultation Parties, seeks to provide any Stalking Horse Bidder with a break-up fee, expense reimbursement or other bid protections beyond the Pre-Approved Stalking Horse Inducements (the "Additional Stalking Horse Inducements," together with Pre-Approved Stalking Horse Inducements, the "Stalking Horse Inducements"), then the following additional procedures shall apply:

- a. In addition to the disclosures described in Paragraph 22 above, the Stalking Horse Bidder Notice shall include the following as additional exhibits: (a) a declaration in support of the proposed Additional Stalking Horse Inducements (the "Bid Protections Declaration"); and (b) a proposed form of order approving of the Additional Stalking Horse Inducements (the "Bid Protections Order").

- b. The Stalking Horse Bidder Notice and Bid Protections Declaration shall set forth the reasons the Debtor believes the Additional Stalking Horse Inducements satisfy the applicable standard for the approval of such relief under the Bankruptcy Code. For the avoidance of doubt, nothing in this Order is shifting the Debtor's burden of proof with respect to such Additional Stalking Horse Inducements.
- c. Any objection to (i) the Additional Stalking Horse Inducements set forth in the Stalking Horse Bidder Notice and Bid Protections Declaration or (ii) the form of the Bid Protections Order (a "Bid Protections Objection"), shall be filed no later than **5:00 p.m. (prevailing Eastern Time) on the date that is three (3) business days after the Stalking Horse Bidder Notice is filed.**
- d. If a timely Bid Protections Objection is filed, the Debtor will schedule a hearing, in consultation with any objecting parties and the Consultation Parties, with such hearing to be held, subject to the Court's availability, within five (5) business days following the filing of any such Bid Protections Objection.
- e. Absent any timely Bid Protections Objection, the Court may enter the Bid Protections Order without further hearing.

24. Any Stalking Horse Bidder designated by the Debtor in accordance with this Bidding Procedures Order shall be a Qualified Bidder and the bid reflected in any such Stalking Horse Bid (including as may be increased at the Auction, if any) is a Qualified Bid, as set forth in the Bidding Procedures.

Credit Bidding

25. Any Qualified Bidder that has a valid and perfected lien on any assets of the Debtor's estate (a "Secured Creditor"), unless the Court for cause orders otherwise, shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of section 363(k) of the Bankruptcy Code; *provided* that a Secured Creditor shall have the right to credit bid its claim only with respect to the collateral over which such Secured Creditor has a valid lien; and *provided further* that any credit bid by a Secured Creditor shall contain a cash component sufficient to repay in full in cash secured claims of a senior Secured Creditor (including the DIP Lender), if any (unless such senior Secured Creditor agrees to a different treatment).

General

26. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

27. The Debtor is excused from compliance with Local Bankruptcy Rule 6004-1(C), including the requirement to file a *Report and Notice of Intent to Sell Property of the Estate* promulgated thereunder.

28. This Bidding Procedures Order shall be binding on and inure to the benefit of the Debtor, including any chapter 7 or chapter 11 trustee or other fiduciary appointed for the estate of the Debtor.

29. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

30. Absent an order of this Court to the contrary, this Order shall be binding in all respects upon any trustees, examiners, “responsible persons” or other fiduciaries appointed in the Debtor’s bankruptcy case or upon a conversion to chapter 7 under the Bankruptcy Code.

31. Nothing herein shall be deemed to or constitute the assumption, assignment, or rejection of any executory contract or unexpired lease.

32. In the event of any conflict between this Order and the Bidding Procedures, the Bidding Procedures shall govern with respect to the conduct of the Auction (if any), and otherwise this Order shall govern.

33. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation of this Order.

DONE AND ORDERED on May 3, 2022



KAREN K. SPECIE
Chief U.S. Bankruptcy Judge

Gregory W. Werkheiser, Esq. is directed to cause a copy of this Order to be served in accordance with the service requirements set forth in this Order and file a proof of service within three days following the completion of such service.

PREPARED BY: Gregory W. Werkheiser, Esq.

Exhibit 1

Bidding Procedures

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

In re:

BLACK NEWS CHANNEL, LLC,¹

Debtor.

Case No. 4:22-bk-40087-KKS

Chapter 11

BIDDING PROCEDURES

I. INTRODUCTION.

On March 28, 2022, Black News Channel, LLC (the “Debtor”) commenced the above-captioned voluntary chapter 11 case (the “Chapter 11 Case”) in the United States Bankruptcy Court for the Northern District of Florida, Tallahassee Division (the “Court”). On May [●], 2022, the Court entered that certain *Order Granting, in Part, Debtor’s Emergency Motion for (A) Approval of Bidding Procedures, (B) Authorization for Debtor to Designate Stalking Horse Bidder and Grant Certain Stalking Horse Inducements, (C) Scheduling Auction, Sale Hearing and Related Dates, (D) Approval of the Form and Manner of Notice Thereof, (E) Establishment of Notice and Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (F) Related Relief* (ECF No. [●]) (ECF No. [●]) (the “Bidding Procedures Order”).²

Pursuant to the Bidding Procedures Order, the Debtor and its advisors are authorized to conduct the Sale Process and solicit bids for all manner of transactions that the Debtor, after consultation with the Consultation Parties (as defined herein), believes will maximize value in this Chapter 11 Case, including, without limitation, one or more transactions for the sale of substantially all of the Debtor’s assets or any portion thereof (such assets to be acquired, the “Acquired Assets” and such a bid, a “Sale Bid”) and one or more transactions involving the sponsoring of a plan of reorganization (a “Plan Bid”). The Bidding Procedures Order and these bidding procedures (the “Bidding Procedures”) shall govern the solicitation, submission, receipt, consideration and analysis of all such Sale Bids and Plan Bids (collectively, the “Bids”). Any party desiring to submit a Bid shall comply with the Bidding Procedures and the terms of the Bidding Procedures Order in all respects.

¹ The Debtor’s address is 2320 Killearn Center Blvd., Building D, Tallahassee, Florida 32309. The last four digits of the Debtor’s federal tax identification number are 5082.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

ANY PARTY INTERESTED IN SUBMITTING A SALE BID OR A PLAN BID SHOULD CONTACT THE DEBTOR’S ADVISORS:

<p>Ankura Capital Advisors</p> <p>485 Lexington Avenue 10th Floor New York, NY 10017 Attn: Michael Mortell & Karl D’Cunha Email: MMortell.ACA@ankura.com kdcunha.ACA@ankura.com</p> <p><i>Debtor’s Financial Advisor</i></p>	<p>Benesch, Friedlander, Coplan & Aronoff LLP</p> <p>1313 N. Market St. Suite 1201 Wilmington, DE 19801 Attn: Gregory W. Werkheiser & Steven L. Walsh Email: gwerkheiser@beneschlaw.com swalsh@beneschlaw.com</p> <p>-and-</p> <p>71 S. Wacker Dr., Suite 1600 Chicago, IL 60606 Attn: Scott A. McMillin & Matthew E. Nirider smcmillin@beneschlaw.com mmirider@beneschlaw.com</p> <p><i>Debtor’s Counsel</i></p>	<p>Thames Markey, P.A.</p> <p>50 North Laura St. Suite 1600 Jacksonville, FL 32202 Attn: Richard R. Thames & Bradley R. Markey Email: rtt@thamesmarkey.law brm@thamesmarkey.law</p> <p><i>Debtor’s Local Counsel</i></p>
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II. SALE PROCESS TIMELINE.

Event	Date
Deadline to serve Notice of Auction and Sale Hearing	Within three (3) business days following entry of the Bidding Procedures Order
Deadline to serve Notice of Assumption and Assignment	Within five (5) business days following entry of the Bidding procedures Order
Cure Cost/Assignment Objection Deadline³	May 25, 2022, at 5:00 p.m. (prevailing Eastern Time)
Deadline for Debtor to Designate any Stalking Horse Bidders	May 27, 2022

³ The Cure Cost/Assignment Objection Deadline applies to all objections to the sale of the Assets and the assumption and assignment of the Designated Contracts (including adequate assurance of future performance by a Stalking Horse Bidder), with the exception of objections related to adequate assurance of future performance by a Successful Bidder other than the Stalking Horse Bidder, which are due by the Post-Auction Objection Deadline.

Event	Date
Sale Objection Deadline	June 14, 2022, at 5:00 p.m. (prevailing Eastern Time)
Bid Deadline	June 16, 2022, at 5:00 p.m. (prevailing Eastern Time)
Deadline for Debtor to Designate Qualified Bids and Baseline Bid	Not later than 24 hours prior to the scheduled start of the Auction
Auction (If Necessary)	June 22, 2022, at 10:00 a.m. (prevailing Eastern Time)
Deadline to File and Serve Notice of Successful Bidder	As soon as reasonably practicable after conclusion of the Auction
Post-Auction Objection Deadline	June 24, 2022, at 5:00 p.m. (prevailing Eastern Time)
Sale Hearing (subject to the Court's availability)	June 28, 2022, at 10:00 a.m.] (prevailing Eastern Time)
Sale Closing	July 15, 2022

III. FORM APA.

The Debtor has drafted a form of Asset Purchase Agreement (together with all ancillary documents and agreements, the “Form APA”), after consultation with the Consultation Parties, for parties interested in acquiring the Acquired Assets. The Debtor intends to provide copies of the Form APA to all parties who express interest in submitting a Sale Bid and will also make such Form APA available in the electronic data room established by the Debtor in connection with its Sale Process. Pursuant to the Form APA, the Successful Bidder shall acquire the Acquired Assets free and clear of any and all interests to the maximum extent permitted by section 363 of the Bankruptcy Code subject to certain other conditions, with such interests to attach to the net proceeds of the sale of the Acquired Assets with the same validity and priority as such interests applied against the Acquired Assets.

For the avoidance of doubt, a Qualified Bid and/or a Successful Bid (each as defined below) may take the form of a Restructuring Transaction (as defined below) to be consummated either through a Sale Bid as described above or through a Plan Bid based upon a Bidder’s proposed plan of reorganization (a “Plan”). Nothing herein shall preclude a Bidder from submitting a Bid in the form of a Plan, it being understood that the Debtor, after consultation with the Consultation Parties, reserves the right to modify these procedures, including, without limitation, Qualified Bid requirements, as necessary or appropriate to reflect the submission and the Debtor’s consideration of one or more Bids in the form of a Plan; *provided* that in order for a Plan Bid to constitute a Qualified Bid, the Debtor, after consultation with the Consultation Parties, must determine in good

faith that such Plan Bid is capable of satisfying the requirements of section 1129 of the Bankruptcy Code and being consummated. In assessing whether a Plan Bid is capable of satisfying the foregoing requirements, the factors to be considered by the Debtor and the Consultation Parties may include, without limitation, the Bidder's financial capacity and willingness to provide the Debtor with bridge financing or other financial support in its Chapter 11 Case pending the consummation of the Bidder's contemplated Plan on terms and conditions that the Debtor determines in its reasonable discretion, after consultation with the Consultation Parties, are likely to be both sufficient to permit the Debtor to consummate such a Plan and otherwise reasonably acceptable to the Debtor. Any Plan Bid satisfying the requirements of this paragraph may be determined by the Debtor, after consultation with the Consultation Parties, to be a Qualified Bid, Successful Bid, Stalking Horse Bid, or Backup Bid (each as defined below).

IV. PARTICIPATION REQUIREMENTS.

A. Potential Bidders.

To participate in the bidding process or otherwise be considered for any purpose hereunder, a person or entity interested in the Acquired Assets or part of the Acquired Assets (a "Potential Bidder") must deliver to each of the Debtor's advisors the following documents and information (collectively, the "Preliminary Bid Documents"):

1. an executed confidentiality agreement on terms reasonably acceptable to the Debtor (a "Confidentiality Agreement");
2. proof by the Potential Bidder of its financial capacity to close a proposed transaction for the sale or disposition (the "Sale") of some or all of the Debtor's assets (the "Acquired Assets") or a Plan (together with a Sale, a "Restructuring Transaction"), which may include audited financial statements of, or verified financial commitments obtained by, the Potential Bidder (or, if the Potential Bidder is an entity formed for the purpose of the contemplated Restructuring Transaction, the party that will bear liability for a breach), the adequacy of which will be assessed by the Debtor and its advisors (in consultation with the Consultation Parties);
3. if the Potential Bidder's contemplated Restructuring Transaction involves a Plan Bid, such additional information concerning the Potential Bidder's financial capacity and willingness to provide the Debtor with bridge financing or other financial support in its Chapter 11 Case pending the consummation of the Potential Bidder's contemplated Plan that the Debtor determines in its reasonable discretion, after consultation with the Consultation Parties, is likely to be both sufficient to permit the Debtor to consummate such a Plan and otherwise reasonably acceptable to the Debtor; and
4. a non-binding preliminary indication of the amount of the cash purchase price in U.S. Dollars or other consideration that the Potential Bidder is

prepared to pay or deliver in exchange for the acquisition of some or all of the Acquired Assets.

Any Preliminary Bid Documents provided to the Debtor shall be made available by the Debtor to the Consultation Parties within 24 hours of receipt thereof.

Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtor and its advisors regarding the ability of such Potential Bidder, as applicable, to consummate its contemplated Restructuring Transaction; provided that the Consultation Parties and their respective advisors shall be permitted to submit reasonable requests for information from Potential Bidders only through the Debtor and its advisors and, for the avoidance of doubt, shall not be permitted to directly contact any Potential Bidder and/or its respective advisor(s). For the avoidance of doubt, subject to any applicable confidentiality obligations, nothing herein shall preclude any Consultation Party that is not also a Potential Bidder or Acceptable Bidder from having discussions with any Potential Bidder or Acceptable Bidder that initiates contact with such Consultation Party.

B. Obtaining Due Diligence.

The Debtor and its advisors (after consultation with the Consultation Parties) will determine and notify each Potential Bidder whether such Potential Bidder has submitted adequate Preliminary Bid Documents so that such Potential Bidder may submit a Bid (each, an “Acceptable Bidder”, and each such bid, an “Acceptable Bid”). Notwithstanding anything herein to the contrary, the Debtor reserves the right to work with Potential Bidders (in consultation with the Consultation Parties) to aggregate bids into a consolidated Acceptable Bid, or otherwise improve bids to be Acceptable Bids, prior to the Bid Deadline (defined herein). Any Stalking Horse Bidder designated in accordance with the Bidding Procedures Order and these Bidding Procedures shall be deemed an Acceptable Bidder, and the bid as set forth in the Stalking Horse Agreement (the “Stalking Horse Bid”) an Acceptable Bid.

Only Acceptable Bidders shall be eligible to receive due diligence information and access to the Debtor’s electronic data room and to additional non-public information regarding the Debtor, the Debtor’s business, and the Acquired Assets.

The Debtor and its advisors shall coordinate all reasonable requests from Acceptable Bidders for additional information and due diligence access; provided that (i) the Debtor shall have the right (after consultation with the Consultation Parties) to limit the information and due diligence provided to competitors and (ii) the Debtor may (in consultation with the Consultation Parties) decline to provide such information, after prior notice to Acceptable Bidders who, at such time and in the Debtor’s reasonable business judgment, have not established, or who have raised doubt, that such Acceptable Bidders intend in good faith to, or have the capacity to, consummate a proposed transaction. The due diligence period will end on the Bid Deadline and, subsequent to the Bid Deadline, the Debtor shall have no obligation to furnish any due diligence information. Additional due diligence will not be provided after the Bid Deadline, unless otherwise deemed reasonably appropriate by the Debtor (in consultation with the Consultation Parties). The Debtor and the Consultation Parties, and each of their representatives and advisors, are not responsible

for, and will bear no liability with respect to, any information obtained by any Acceptable Bidder in connection with any Restructuring Transaction.

C. No Unauthorized Cross-Bidder Communications

There may not be any communications between or among Acceptable Bidders regarding the Debtor, the Debtor's business, or the Acquired Assets unless the Debtor, after consultation with the Consultation Parties, has previously authorized such communication in writing. The Debtor reserves the right, in its reasonable business judgment and after consultation with the Consultation Parties, to disqualify otherwise Acceptable Bidders and/or Qualified Bidders that have communications between or among one another in violation of this provision. For the avoidance of doubt, nothing in this provision is intended to preclude multiple persons or entities from communicating with one another prior to becoming Acceptable Bidders in connection with establishing any joint venture or similar arrangement for the purpose of submitting a Bid or Bids in accordance with these Bidding Procedures.

V. REQUIREMENTS FOR QUALIFIED BIDS.

Any binding proposal, solicitation, or offer will be considered a qualified bid only if the Bid is submitted in writing by an Acceptable Bidder, by the Bid Deadline, and is deemed to comply with all of the following in the Debtor's business judgment (in consultation with the Consultation Parties) (a "Qualified Bid," and such bidder a "Qualified Bidder"), provided that any Stalking Horse Bidder designated in accordance with the Bidding Procedures Order shall be deemed a Qualified Bidder (and any bid submitted by them, a Qualified Bid):

1. **Purpose.** Each Qualified Bidder submitting a Sale Bid must state that the Sale Bid includes an irrevocable and binding offer by the Qualified Bidder to purchase some or all of the Acquired Assets (identified with specificity) and specify the Debtor's liabilities that the Qualified Bidder seeks to assume. It must also specify whether the proposed transaction must be consummated pursuant to a confirmed plan of reorganization or liquidation, or if it is sufficient for the proposed transaction to be approved promptly at the Sale Hearing without undertaking a plan confirmation process.
2. **Assets and Liabilities.** The Bid must clearly identify the following: (a) the Acquired Assets, or the portion thereof, to be purchased; and (b) the liabilities and obligations to be assumed, including any indebtedness to be assumed; if any.
3. **Purchase Price.** The Bid must clearly set forth the cash purchase price, and any other non-cash consideration (with the form of such consideration specified), to be paid. If the Bid proposes an acquisition of only certain of the Acquired Assets, the purchase price must be applied to each Acquired Asset or package of Acquired Assets in that Bid.
4. **Deposit.** Each Bid must be accompanied by a good faith deposit in the form of cash (or other form acceptable to the Debtor in its reasonable discretion,

subject to consultation with the Consultation Parties) in an amount equal to not less than ten percent (10%) of the aggregate purchase price of the Bid to be held in an escrow account to be identified and established by the Debtor (the “Deposit”).

5. **Marked Agreement.** Each Bid must include duly executed, non-contingent transaction documents necessary to effectuate the transactions contemplated in the Bid (the “Bid Documents”). The Bid Documents shall include a schedule of all Designated Contracts (as defined in the Bidding Procedures Order) to be assumed/assigned, if any, and a clearly marked/redlined version of the Form APA showing all changes requested by the Acceptable Bidder, as well as all other material documents integral to such Bid.
6. **Committed Financing.** To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder’s capacity to consummate the proposed transactions set forth in its Bid with cash on hand, each Bid must include committed financing documented to the reasonable satisfaction of the Debtor (after consultation with the Consultation Parties) that demonstrates that the Acceptable Bidder has received sufficient unconditional debt and/or equity funding commitments to satisfy the Acceptable Bidder’s purchase price and other obligations under its Bid, including providing adequate assurance of future performance under all contracts proposed to be Designated Contracts by such Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions reasonably acceptable to the Debtor (in consultation with the Consultation Parties).
7. **Bridge Funding/Financing for Plan Bid.** If the Acceptable Bidder’s contemplated Restructuring Transaction involves a Plan Bid, evidence satisfactory to the Debtor, after consultation with the Consultation Parties, that the Plan Bid includes committed, unconditional financing or other funding commitments to provide the Debtor with bridge financing or other financial support in its Chapter 11 Case pending the consummation of the Acceptable Bidder’s contemplated Plan on terms and conditions acceptable to the Debtor, after consultation with the Consultation Parties (“Acceptable Bridge Funding/Financing”).
8. **Contingencies; No Financing or Diligence Outs.** A Bid shall not be conditioned on the obtaining or the sufficiency of financing or any internal approval, or on the outcome or review of due diligence.
9. **Identity.** The Bid must fully disclose the identity of each person or entity that (a) will directly or indirectly own and/ or control five percent or more (individually or collectively) of the equity and/ or voting securities of the Qualified Bidder, including its full legal name, jurisdiction of incorporation

or formation and its location in the Qualified Bidder's corporate structure, that will be bidding for some or all of the Acquired Assets or otherwise participating in connection with such Bid, (b) will directly or indirectly own and/or control any amount of equity and/or voting securities of the Potential Bidder, (c) for trusts and similar legal arrangements that meet the criteria for subparts (a) and (b) above, (i) each trust's settlor (the provider of funds), (ii) each trustee or person or entity exercising control over each trust, (iii) any person with the power to remove any trustee and (iv) the beneficiaries of such trust(s) or similar legal arrangement, (d) for foundations that meet the criteria for subparts (a) and (b) above, (i) the founders of such foundation, (ii) the key individuals who control such foundation and (iii) such foundation's source of funds, and (e) has a connection or agreement with the Debtor or with any other prospective bidder for some or all of the Acquired Assets or any officer, director or equity security holder of the Debtor.

10. **Irrevocable.** An Acceptable Bidder's Bid must be irrevocable and binding; provided that if the Bid is not selected as the Successful Bid or Backup Bid (defined below), the Bid may be revoked after consummation of the Successful Bid or Backup Bid.
11. **Backup Bidder.** Each Bid must contain an agreement for the Acceptable Bidder to be a Backup Bidder (as defined below) if such bidder's Qualified Bid is selected as the next highest or next best bid after the Successful Bid.
12. **As-Is, Where-Is.** The Bid must include the following representations and warranties: (a) expressly state that the Acceptable Bidder has had an opportunity to conduct any and all due diligence regarding the Debtor's businesses and the Acquired Assets prior to submitting its bid; and (b) a statement that the Acceptable Bidder has relied solely upon its own independent review, investigation, and/or inspection of any relevant documents and the Acquired Assets in making its Bid and did not rely on any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express or implied, by operation of law or otherwise, regarding the Debtor's businesses or the Acquired Assets or the completeness of any information provided in connection therewith, except as expressly stated in the representations and warranties contained in the Acceptable Bidder's proposed asset sale agreement ultimately accepted and executed by the Debtor.
13. **Authorization.** The Bid must include evidence that the Acceptable Bidder has obtained authorization or approval from its board of directors (or comparable governing body) acceptable to the Debtor with respect to the submission, execution, and delivery of its Bid and Bid Documents, participation in the Auction, and closing of the proposed transaction(s) contemplated in such Bid. The Bid shall further state that any necessary filings under applicable regulatory, antitrust, and other laws will be made in

a timely manner and that payment of the fees associated therewith shall be made by the Acceptable Bidder.

14. **Disclaimer of Fees.** Each Bid (other than any Stalking Horse Bidder granted protections in accordance with the Bidding Procedures Order) must disclaim any right to receive a fee analogous to a break-up fee, expense reimbursement, “topping” or termination fee, or any other similar form of compensation. For the avoidance of doubt, no Qualified Bidder (other than a Stalking Horse Bidder granted protections in accordance with the Bidding Procedures Order) will be permitted to request, nor be granted by the Debtor, at any time, whether as part of the Auction or otherwise, a break-up fee, expense reimbursement, termination fee, or any other similar form of compensation, and by submitting its Bid is agreeing to refrain from and waiving any assertion or request for reimbursement on any basis, including under section 503(b) of the Bankruptcy Code.
15. **Time Frame for Closing.** A Bid by an Acceptable Bidder must be reasonably likely (based on antitrust or other regulatory issues, experience, and other considerations in the Debtor’s business judgment) to be consummated, if selected as the Successful Bid (as defined herein), within a time frame reasonably acceptable to the Debtor (in consultation with the Consultation Parties). The Acceptable Bidder must commit to closing the proposed Sale(s) contemplated by the Bid as soon as practicable and provide perspective on any potential regulatory issues that may arise in connection with such Acceptable Bidder’s acquisition of the Acquired Assets including timing for resolution thereof. In no event, unless the Bid is a Plan Bid and includes Acceptable Bridge Funding/Financing, may the proposed transaction close later than **July 15, 2022** (the “Closing Deadline”) and any Bid must specifically acknowledge and agree to the same.
16. **Adherence to Bid Procedures.** Each Bid must include (a) a statement that the Acceptable Bidder has acted in good faith consistent with section 363(m) of the Bankruptcy Code; and (b) that the Bid constitutes a bona fide offer to consummate the proposed transactions, and agrees to be bound by these Bidding Procedures.
17. **Postpetition Financing Order.** All Bids must be in accordance with the terms and conditions of any order authorizing the use of cash collateral and providing postpetition financing in this case.
18. **Joint Bids.** The Debtor will be authorized to approve joint Bids in its reasonable discretion (in consultation with the Consultation Parties) on a case-by-case basis.
19. **Cooperation.** The Acceptable Bidder must provide a covenant to cooperate with the Debtor to provide pertinent factual information regarding such Bidder’s operations reasonably required to analyze issues arising with

respect to any applicable laws or regulatory requirements.

20. **No Collusion.** The Acceptable Bidder must acknowledge in writing that (a) in connection with submitting its Bid, it has not engaged in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids or the Sale, specifying that it did not agree with any Potential Bidders, Acceptable Bidders or Qualified Bidders to control price; and (b) it agrees not to engage in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids, the Auction, or the Sale.
21. **Other Information.** The Bid contains such other information as may be reasonably requested by the Debtor and the Consultation Parties with such requests made through the Debtor.

VI. BID DEADLINE.

An Acceptable Bidder that desires to make a Bid must transmit via email (in .pdf or similar format) or deliver written copies of its Bid to the following parties so as to be received not later than **5:00 p.m. (prevailing Eastern Time) on June 16, 2022** (the “Bid Deadline”): (i) counsel to the Debtor, Benesch, Friedlander, Coplan & Aronoff LLP, 1313 N. Market Street, Suite 1201, Wilmington, Delaware 19801, Attn: Gregory W. Werkheiser, email: gwerkheiser@beneschlaw.com, and Steven L. Walsh, email: swalsh@beneschlaw.com, and 71 S. Wacker Dr., Suite 1600, Chicago, Illinois 60606, Attn: Scott A. McMillin, email smcmillin@beneschlaw.com, and Matthew E. Nirider, email: mnirider@beneschlaw.com; and Thames Markey, P.A., 50 North Laura Street, Suite 1600, Jacksonville, FL 32202, Attn: Richard R. Thames, email: rrt@thamesmarkey.law, and Bradley R. Markey, email: brm@thamesmarkey.law; and (ii) the Debtor’s investment banker, Ankura Capital Advisors, 485 Lexington Avenue, 10th Floor, New York, New York 10017, Attn: Michael Mortell, email: Mmortell.aca@ankura.com, and Karl D’Cunha, email: kdcunha.aca@ankura.com.

The Debtor will provide copies of all Bids via electronic mail within 24 hours of receiving any Bid to the Consultation Parties.

VII. QUALIFIED BIDDERS.

No later than 24 hours prior to the commencement of the Auction, the Debtor (in consultation with the Consultation Parties) shall notify each Acceptable Bidder whether such party is a Qualified Bidder. Promptly upon designating the Qualified Bidders, the Debtor shall provide the adequate assurance information received from the applicable Qualified Bidder to the Consultation Parties pursuant to such Qualified Bidder’s proposed transaction.

If any Bid is determined by the Debtor (in consultation with the Consultation Parties) not to be a Qualified Bid, the Debtor will refund such Acceptable Bidder’s Deposit on or before the date that is five (5) Business Days after the Bid Deadline.

The Debtor may accept (in consultation with the Consultation Parties), as a single Qualified Bid, multiple bids for non-overlapping material portions of the Acquired Assets such that, when

taken together in the aggregate, such bids would otherwise meet the standards for a single Qualified Bid. The Debtor may permit (in consultation with the Consultation Parties) otherwise Qualified Bidders who submitted bids by the Bid Deadline for less than a substantial (but nevertheless a material) portion of the Acquired Assets but who are not identified as a component of a single Qualified Bid consisting of such multiple bids, to participate in the Auction and to submit higher or otherwise better bids that in subsequent rounds of bidding may be considered, together with other bids for non-overlapping material portions of the Acquired Assets, as part of such a single Qualified Bid for overbid purposes. The Debtor (in consultation with the Consultation Parties) may conduct the Auction in any manner to facilitate a sale of all or different subgroupings of the Debtor's assets, including conducting multiple Auctions for different subgroupings of the Debtor's Acquired Assets (each, a "Sub-Auction").

Between the date that the Debtor notifies an Acceptable Bidder that it is a Qualified Bidder and the Auction, the Debtor may discuss, negotiate, or seek clarification of any Qualified Bid from a Qualified Bidder. Without the prior written consent of the Debtor (in consultation with the Consultation Parties), a Qualified Bidder may not modify, amend, or withdraw its Qualified Bid, except for proposed amendments to increase the consideration contemplated by, or otherwise improve the terms of, the Qualified Bid, during the period that such Qualified Bid remains binding as specified in these Bidding Procedures; provided that any Qualified Bid may be improved at the Auction as set forth herein. Any improved Qualified Bid must continue to comply with the requirements for Qualified Bids set forth in these Bidding Procedures.

Each Qualified Bidder shall comply with all reasonable requests for additional information and due diligence access requested by the Debtor or their advisors (in consultation with the Consultation Parties) regarding the ability of such Qualified Bidder to consummate its contemplated transaction. Failure by a Qualified Bidder to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtor (in consultation with the Consultation Parties) to determine that such bidder is no longer a Qualified Bidder or that a bid made by such bidder is not a Qualified Bid.

VIII. RIGHT TO CREDIT BID.

The Prepetition Lender or its designee, the DIP Lender or its designee, and any other Acceptable Bidder that has a valid and perfected lien on any assets of the Debtor's estate (together with the Prepetition Lender and the DIP Lender, a "Secured Creditor"), unless the Court for cause orders otherwise and subject to any successful Challenge as permitted only by the Interim DIP Order (as defined herein),⁴ shall have the right to credit bid all or a portion of the value of such Secured Creditor's claims within the meaning of section 363(k) of the Bankruptcy Code (a "Credit Bid"); *provided* that any Credit Bid by a Secured Creditor shall contain a cash component sufficient to repay in full in cash secured claims of a senior Secured Creditor (including the DIP Lender), if any (unless such senior Secured Creditor agrees to a different treatment).

⁴ "Interim DIP Order" means that certain *Interim Order Granting, in Part, Debtor's Emergency Motion Seeking Entry of Interim and Final Orders (i) Authorizing the Debtor to (a) Obtain Postpetition Financing and (b) Utilize Cash Collateral, (ii) Granting Liens and Superpriority Administrative Expense Claims, (iii) Granting Adequate Protection, (iv) Modifying the Automatic Stay, (v) Scheduling a Final Hearing for [May 27, 2022, at [10:A.M], Eastern Standard Time, and (vi) Granting Related Relief* entered on April 27, 2022 (ECF No. 157).

IX. THE AUCTION.

If the Debtor receives more than one Qualified Bid, the Debtor shall conduct the Auction to determine the Successful Bidder with respect to the Acquired Assets or portion of the Acquired Assets. If one or more Qualified Bid(s) exist for acquiring specific sub-groups of the Debtor's Acquired Assets, then the Debtor may, in the exercise of its reasonable business judgment (in consultation with the Consultation Parties), first conduct a Sub-Auction for each of the businesses or Acquired Assets that has at least one Qualified Bid pursuant to the Bid Procedures. If the Debtor does not receive more than one Qualified Bid, the Debtor will not conduct the Auction and will designate such Qualified Bid as the Successful Bid.

No later than 24 hours prior to the commencement of the Auction or specific Sub-Auction, the Debtor will notify all Qualified Bidders of the highest or otherwise best Qualified Bid, as determined in the Debtor's reasonable business judgment (in consultation with the Consultation Parties) (the "Baseline Bid"), and provide copies of the Bid Documents supporting the Baseline Bid to all Qualified Bidders. The determination of which Qualified Bid constitutes the Baseline Bid and which Qualified Bid constitutes the Successful Bid shall take into account any factors the Debtor (in consultation with the Consultation Parties) reasonably deems relevant to the value of the Qualified Bid to the Debtor's estates, including, among other things: (a) the number, type, and nature of any changes to the Form APA requested by the Qualified Bidder, including the type and portion of the Acquired Assets sought and Assumed Liabilities to be assumed in the Qualified Bid; (b) the amount and nature of the total consideration; (c) the likelihood of the Bidder's ability to close the proposed Restructuring Transaction(s), the conditions thereto, and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtor's estates from the transactions contemplated by the Bid Documents; and (e) the tax consequences of such Qualified Bid (collectively, the "Bid Assessment Criteria").

The Auction will be held telephonically, by videoconference, or in person as determined by the Debtor in consultation with the Consultation Parties. If the Debtor, after consultation with the Consultation Parties, determines that the Auction should be conducted in person, (a) the Debtor, after consultation with the Consultation Parties, shall select a suitable venue for the Auction located within 200 miles of the Bankruptcy Court's Tallahassee Division courthouse, (b) not later than one (1) business day following the Bid Deadline, (i) file a notice on the docket in the Chapter 11 Case stating that the Auction will be held in person and identifying the street address of the location chosen for the Auction (the "In Person Auction Notice"), (ii) cause a copy of the In Person Auction Notice to be posted conspicuously on the case website maintained for the Chapter 11 Case by Stretto, Inc. in its role as the claims and noting agent appointed by the Bankruptcy Court (<https://cases.stretto.com/BlackNewsChannel/>), and (iii) serve the In Person Auction Notice by email or similarly expeditious electronic means on all persons that have submitted Bids by the Bid Deadline, the Consultation Parties, and the U.S. Trustee.

The Debtor shall have the right to conduct any number of Auctions on that date, if the Debtor determines, in its reasonable business judgment (in consultation with the Consultation Parties), that conducting such Auctions would be in the best interests of the Debtor's estate.

A. Participants and Attendees.

The Debtor and its advisors shall direct and preside over the Auction. At the start of the Auction, the Debtor shall describe the terms of the Baseline Bid. All incremental Bids made thereafter shall be Overbids (as defined herein) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders. The Debtor shall maintain a written transcript of the Auction and of all Bids made and announced at the Auction, including the Baseline Bid, all Overbids, and the Successful Bid (defined below).

Only Qualified Bidders that have submitted Qualified Bids by the Bid Deadline are eligible to participate in the Auction, subject to other limitations as may be reasonably imposed by the Debtor (in consultation with the Consultation Parties) in accordance with these Bidding Procedures. Qualified Bidders participating in the Auction must appear in person (or through a duly authorized representative), telephonically, or through a video teleconference. The Debtor, in consultation with the Consultation Parties, may admit or deny admittance to any third party in its discretion; provided that advisors to any Consultation Party shall be entitled to attend and observe the Auction.

Each Qualified Bidder participating in the Auction will be required to confirm in writing and on the record at the Auction that (i) it has not engaged in any collusion with respect to the submission of any bid or the Auction and (ii) each Qualified Bid it submits at the Auction is a binding, good faith and bona fide offer to purchase the Acquired Assets identified in such bid.

B. Auction Procedures.

The Auction or Sub-Auction shall be governed by the following procedures, subject to the Debtor's right to modify such procedures in their reasonable business judgment (in consultation with the Consultation Parties):

1. **Baseline Bids.** Bidding shall commence at the amount of the Baseline Bid.
2. **Minimum Overbids.** Qualified Bidders may submit successive bids higher than the previous bid, based on and increased from the Baseline Bid for the relevant Acquired Assets (each such bid, an "Overbid"). In the event a Stalking Horse Bidder is selected, the initial minimum Overbid shall include (a) the amount provided for in the Stalking Horse Bid, *plus* (b) the aggregate amount set forth in the Stalking Horse Agreement of any (i) Pre-Approved Stalking Horse Inducements and (ii) Additional Stalking Horse Inducements approved by the Court in the Bid Protections Order, *plus* (c) \$150,000. Any subsequent Overbids by a Qualified Bidder shall be made in increments of at least \$100,000 in cash, cash equivalents, or such other consideration that the Debtor deems equivalent (in consultation with the Consultation Parties). The Debtor may, in its reasonable discretion (after consultation with the Consultation Parties), announce reductions to initial or subsequent Overbids at any time during the Auction or specific Sub-Auction.

3. **Highest or Best Offer.** After the first round of bidding and between each subsequent round of bidding, the Debtor (in consultation with the Consultation Parties) shall announce the bid that it believes in its reasonable business judgment to be the highest or otherwise best offer for the relevant Acquired Assets (the “Leading Bid”) and describe the material terms thereof. Each round of bidding will conclude after each participating Qualified Bidder has had the opportunity to submit a subsequent bid with full knowledge of the Leading Bid. To the extent not previously provided, the Debtor may, after consultation with the Consultation Parties, require that a Qualified Bidder submitting a subsequent bid submit, as part of its subsequent bid, written evidence (in the form of financial disclosure or credit-quality support information or enhancement reasonably acceptable to the Debtor in consultation with the Consultation Parties) demonstrating such Qualified Bidder’s ability to close the transaction at the purchase price contemplated by such subsequent bid.
4. **Rejection of Bids.** The Debtor may, in its reasonable business judgment (in consultation with the Consultation Parties) reject, at any time before entry of an order of the Court approving a Qualified Bid, any bid that the Debtor determines is (a) inadequate or insufficient, (b) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale, or (c) contrary to the best interests of the Debtor, its estate, its creditors, and other stakeholders.
5. **No Round-Skipping.** Round-skipping, as described herein, is explicitly prohibited. To remain eligible to participate in the Auction or specific Sub-Auction for particular Acquired Assets, in each round of bidding, (i) each Qualified Bidder must submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding and (ii) to the extent a Qualified Bidder fails to bid in such round of bidding or to submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding, as determined by the Debtor in its reasonable business judgment (in consultation with the Consultation Parties), such Qualified Bidder shall be disqualified from continuing to participate in the Auction for such Acquired Assets; provided that with the consent of the Consultation Parties, the Debtor may adopt and utilize the Auction procedures other than the foregoing procedure for any round of bidding.
6. **Additional Information.** The Debtor (in consultation with the Consultation Parties) shall have the right to request any additional financial information that will allow the Debtor to make a reasonable determination as to a Qualified Bidder’s financial and other capabilities to consummate the transactions contemplated by their proposal and any further information that the Debtor believes is reasonably necessary to clarify and evaluate any bid made by a Qualified Bidder during the Auction or Sub-Auction.

7. **Modification of Procedures.** The Debtor may announce at the Auction, after consultation with the Consultation Parties, modified or additional rules for conducting the Auction that the Debtor reasonably determines to be appropriate to promote the goals of maximizing the value of the Acquired Assets and provided that such rules are not inconsistent with these Bidding Procedures. All such modifications and additional rules will be communicated in advance of any given round of bidding at the Auction to each of the Consultation Parties and Qualified Bidders; *provided*, that, to the extent such modifications occur at the Auction, disclosure of such modifications shall be limited to those in attendance at the Auction.

The Auction or specific Sub-Auction shall include open bidding in the presence of all other Qualified Bidders. All Qualified Bidders shall have the right to submit additional bids and make modifications to any prior Qualified Bid or Overbid at the Auction to improve their bids; provided that any Overbid made by a Qualified Bidder (including with respect to any Backup Bid (defined below)) must remain open and binding on the Qualified Bidder until the earlier of (a) the closing of a sale transaction for the applicable Acquired Assets pursuant to the Successful Bid and (b) 45 days after the date of the Sale Hearing, unless otherwise decided (in consultation with the Consultation Parties). The Debtor may, in its reasonable business judgment (in consultation with the Consultation Parties), negotiate with any and all Qualified Bidders participating in the Auction or specific Sub-Auction.

C. Adjournment of the Auction.

The Debtor reserves the right, in its reasonable business judgment (in consultation with the Consultation Parties), to adjourn the Auction one or more times to, among other things, (i) facilitate discussions between the Debtor and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtor with such additional evidence as the Debtor, in its reasonable business judgment, may require, that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt or equity funding commitments to consummate the proposed Restructuring Transaction(s) at the prevailing bid amount.

D. Successful Bidder.

Immediately prior to the conclusion of the Auction or specific Sub-Auction, the Debtor shall (i) determine (in consultation with the Consultation Parties) consistent with these Bidding Procedures, which bid constitutes the highest or otherwise best bid(s) for the applicable Acquired Assets (each such bid, a "Successful Bid"); and (ii) notify all Qualified Bidders at the Auction for the applicable Acquired Assets of the identity of the bidder that submitted the Successful Bid (each such bidder, the "Successful Bidder") and the amount of the purchase price and other material terms of the Successful Bid.

The Debtor shall file a notice identifying the Successful Bidder and Backup Bidder (if selected) by 5:00 p.m. (prevailing Eastern Time) as soon as reasonably practicable after closing the Auction, if any, and in any event not less than 48 hours following closing the Auction.

X. BACKUP BIDDER.

Notwithstanding anything in these Bidding Procedures to the contrary, if an Auction or Sub-Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid as compared to the Successful Bid at the Auction or Sub-Auction for the Acquired Assets or sub-group thereof, as determined by the Debtor in the exercise of its reasonable business judgment (in consultation with the Consultation Parties) (the “Backup Bid”), shall be required to serve as a backup bidder (the “Backup Bidder”), and each Qualified Bidder shall agree and be deemed to agree to be the Backup Bidder if so designated.

The identity of the Backup Bidder and the amount and material terms of the Qualified Bid of the Backup Bidder shall be announced by the Debtor at the conclusion of the Auction or relevant Sub-Auction at the same time the Debtor announces the identity of the Successful Bidder.

In the context of a Sale Bid, the Backup Bid shall remain binding on the Backup Bidder until the earlier of (a) the closing of a sale transaction for the applicable Acquired Assets pursuant to the Successful Bid and (b) 45 days after the date of the Sale Hearing, unless otherwise decided. If a Successful Bidder fails to consummate the approved transactions contemplated by its Successful Bid, the Debtor may select the Backup Bidder as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes. In the context of a Plan Bid, the Backup Bid shall remain binding on the Backup Bidder until the earlier of (a) the effective date of a confirmed plan and (b) 45 days after confirmation of a plan.

The Debtor will be authorized, but not required, to consummate (in consultation with the Consultation Parties) all transactions contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party.

XI. ACCEPTANCE OF SUCCESSFUL BID

The Debtor’s presentation of a particular Qualified Bid to the Court for approval does not constitute the Debtor’s acceptance of such Qualified Bid. The Debtor will be deemed to have accepted a Bid only when the Bid has been approved by the Court at the Sale Hearing (in the context of a Sale Bid) or at a confirmation hearing (in the context of a Plan Bid). The Debtor shall seek approval by the Court to consummate the Backup Bid, solely in the event the Successful Bidder fails to close the transaction as provided in the Successful Bid and with all rights reserved against the Successful Bidder.

XII. FREE AND CLEAR OF ANY AND ALL ENCUMBRANCES

All rights, titles and interests in and to the Acquired Assets subject thereto shall be sold free and clear of all liens, claims, interests, and encumbrances (collectively, the “Encumbrances”), subject only to any expressly assumed liabilities and expressly permitted encumbrances (each as provided in the Successful Bidder’s purchase agreement), if any, in accordance with section 363(f) of the Bankruptcy Code, with such Encumbrances to attach to the net proceeds (if any) received by the Debtor from the Sale of the Acquired Assets in accordance with the Bankruptcy Code, applicable non-bankruptcy law and any prior orders of the Court.

XIII. CONSULTATION BY THE DEBTOR

The Debtor shall consult with the Consultation Parties (as defined below) as explicitly provided for in these Bidding Procedures. Each reference in these Bidding Procedures to “consultation” (or similar phrase) with the Consultation Parties shall mean consultation in good faith. The following parties will constitute the “Consultation Parties”: (a) the Prepetition Lender; (b) the DIP Lender; and (c) the Committee. Notwithstanding anything to the contrary herein, during any period in which a Consultation Party (i) has submitted a Qualified Bid and has become a Qualified Bidder hereunder, or (ii) submits (or indicates its intent to submit) a Credit Bid, such Consultation Party shall no longer be considered a Consultation Party for purposes of these Bidding Procedures unless and until such party unequivocally revokes its bid and waives its right to continue in the Auction process.

XIV. RESERVATION OF RIGHTS.

The Debtor reserves the right to, in its reasonable business judgment (in consultation with the Consultation Parties) modify these Bidding Procedures in good faith, to further the goal of attaining the highest or otherwise best offer for the Acquired Assets, or impose, at or prior to selection of the Successful Bidder, additional customary terms and conditions on the Sale of the Acquired Assets, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction (if held) without further notice; (c) adding or modifying procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction and/or adjourning the Sale Hearing (as defined below) in open court (if held); (d) canceling the Auction or electing not to hold an Auction; (e) rejecting any or all Bids or Qualified Bids; (f) adjusting the applicable minimum Overbid increment, including by requesting that Qualified Bidders submit last or final bids on a “blind basis”; and (g) selecting a draft purchase agreement agreed to by a Qualified Bidder in connection with a Qualified Bid to serve as the purchase agreement that will be executed by the Successful Bidder or Successful Bidders, as applicable and with any necessary adjustments for the assets and liabilities being purchased and assumed, upon conclusion of the Auction, if held. The Debtor shall provide reasonable notice of any such modification to any Qualified Bidder, including any Stalking Horse Bidders.

XV. CONSENT TO JURISDICTION.

All Potential Bidders, Acceptable Bidders and Qualified Bidders shall be deemed to have consented to the exclusive jurisdiction of the Court and waived any right to a jury trial in connection with any disputes relating to the Auction, the construction and enforcement of these Bidding Procedures, and/or the Bid Documents, as applicable.

XVI. SALE HEARING.

A hearing to consider approval of the sale of the Debtor’s Acquired Assets to the Successful Bidder or Backup Bidder (if applicable) (the “Sale Hearing”), is currently scheduled to take place on **June 28, 2022, at 10:00 a.m. (prevailing Eastern Time)**, before the Honorable Karen K. Specie, at the U.S. Bankruptcy Courthouse, 110 East Park Avenue, 2nd Floor Courtroom, Tallahassee, Florida 32301.

The Sale Hearing may be continued to a later date by the Debtor (in consultation with the Consultation Parties) by sending notice prior to, or making an announcement at, the Sale Hearing. No further notice of any such continuance will be required to be provided to any party.

At the Sale Hearing, the Successful Bidder and the Backup Bidder must acknowledge on the record at the start of the hearing that in connection with submitting their Bids, they did not engage in any collusion that would be subject to section 363(n) of the Bankruptcy Code with respect to any Bids, the Auction or the Sale, specifying that they did not agree with any Potential Bidders, Acceptable Bidders or Qualified Bidders to control the price or any other terms of the Sale.

Objections to the sale of any Acquired Assets free and clear of liens, claims, interests, and encumbrances pursuant to section 363(f) of the Bankruptcy Code to the Successful Bidder(s) and/or a Backup Bidder, as applicable, any of the relief requested in the Motion, and entry of any order approving the Sale (the "Sale Order") must (i) be in writing and specify the nature of such objection; (ii) comply with the Bankruptcy Code, Bankruptcy Rules, Local Bankruptcy Rules, and all orders of the Court; and (iii) be filed with the Court and served on the Notice Parties by **June 14, 2022, at 5:00 p.m. (prevailing Eastern Time)**.

XVII. FIDUCIARY OUT.

Nothing in these Bidding Procedures will require the Board of Managers of the Debtor (the "Board") to take any action, or to refrain from taking any action, with respect to the Bidding Procedures, to the extent the Board reasonably determines in good faith that taking such action, or refraining from taking such action, as applicable, would be inconsistent with applicable law or its fiduciary obligations under applicable law.

XVIII. RETURN OF DEPOSIT.

The Deposit of the Successful Bidder shall be applied to the purchase price of such transaction at closing. The Deposits for each Qualified Bidder shall be held in one or more accounts on terms acceptable to the Debtor in its sole discretion and shall be returned (other than with respect to the Successful Bidder and the Backup Bidder) on or before the date that is five (5) business days after the Auction. The Backup Bidder's Deposit shall be held in escrow until the closing of the Sale with the Successful Bidder. In the event the Successful Bidder fails to close and the Debtor opts to close on the Sale Transaction(s) set forth in the Backup Bid, the Backup Bidder's Deposit shall be applied to the purchase price of such transaction(s) at closing. In the event of a breach or failure to consummate a Sale by the Successful Bidder or the Backup Bidder, as applicable, the defaulting Successful Bidder's Deposit or Backup Bidder's Deposit, as applicable, shall be forfeited to the Debtor, and the Debtor specifically reserves the right to seek all available remedies against the defaulting Successful Bidder or Backup Bidder, as applicable, subject to the terms of the Stalking Horse Agreement.

Exhibit 2

Notice of Auction and Sale Hearing

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

In re:

BLACK NEWS CHANNEL, LLC,¹

Debtor.

Case No. 4:22-bk-40087

Chapter 11

NOTICE OF SALE BY AUCTION AND SALE HEARING

PLEASE TAKE NOTICE that on April 26, 2022, the above-captioned debtor (the “Debtor”) filed the *Debtor’s Emergency Motion for (A) Approval of Bidding Procedures, (B) Authorization for Debtor to Designate Stalking Horse Bidder and Grant Certain Stalking Horse Inducements, (C) Scheduling Auction, Sale Hearing and Related Dates, (D) Approval of the Form and Manner of Notice Thereof, (E) Establishment of Notice and Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (F) Approval of the Sale of Substantially All of the Debtor’s Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests and (G) Related Relief* (ECF No. 151) (the “Sale Motion”)² with the United States Bankruptcy Court for the Northern District of Florida, Tallahassee Division (the “Court”) seeking, among other things, entry of an order (the “Sale Order”) authorizing and approving: (a) the sale of substantially all of the Debtor’s assets or any portion thereof free and clear of liens, claims, encumbrances, and other interests to the entity selected by the Debtor as the highest and best bidder for such assets following a marketing process and, if necessary, an auction process (the “Sale”); and (b) the assumption and assignment of certain executory contracts and unexpired leases (collectively, the “Designated Contracts”) in connection with the Sale.

PLEASE TAKE FURTHER NOTICE that the Debtor is soliciting offers for the purchase of the Acquired Assets consistent with the bidding procedures (the “Bidding Procedures”) approved by the Court by entry of an order dated [●], 2022 (ECF No. [●]) (the “Bidding Procedures Order”). All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order. To the extent that there are any inconsistencies between this notice and the Bidding Procedures or Bidding Procedures Order, the Bidding Procedures or Bidding Procedures Order, as applicable, shall govern in all respects.

PLEASE TAKE FURTHER NOTICE that, if the Debtor receives qualified competing bids within the requirements and time frame specified by the Bidding Procedures, the Debtor will conduct an auction (the “Auction”), on **June 22, 2022, at 10:00**

¹ The Debtor’s address is 2320 Killearn Center Blvd., Building D, Tallahassee, Florida 32309. The last four digits of the Debtor’s federal tax identification number are 5082.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Sale Motion.

a.m. (prevailing Eastern Time), either telephonically, by videoconference, or in person (as the Debtor may hereafter designate on proper notice in accordance with the Bidding Procedures and the Bidding Procedures Order).

PLEASE TAKE FURTHER NOTICE that the Debtor will seek approval of the Sale at a hearing scheduled to commence on **June 28, 2022, at 10:00 a.m. (prevailing Eastern Time)** (the “Sale Hearing”) before the Honorable Karen K. Specie, at the U.S. Bankruptcy Courthouse, 110 East Park Avenue, 2nd Floor Courtroom, Tallahassee, Florida 32301.

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures Order with respect to any objections to proposed cure amounts or the assumption and assignment of Designated Contracts, objections to the relief requested in the Sale Motion must: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Bankruptcy Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court and served so as to be actually received on or before **June 14, 2022, at 5:00 p.m. (prevailing Eastern Time)** by the following Notice Parties: (i) counsel to the Debtor; (ii) counsel to any Stalking Horse Bidder that may be designated in accordance with the Bidding Procedures and the Bidding Procedures Order; (iii) counsel to the Prepetition Lender; (iv) counsel the DIP Lender; (v) counsel to the Committee; and (vi) the United States Trustee.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY WHO FAILS TO TIMELY MAKE AN OBJECTION TO THE SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO THE SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE DEBTOR’S ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT.

PLEASE TAKE FURTHER NOTICE that copies of the Sale Motion, Bidding Procedures, and Bidding Procedures Order, as well as all related exhibits, are available (a) free of charge on the website maintained for the Chapter 11 Case by Stretto, Inc. in its role as the claims and noting agent appointed by the Court (<https://cases.stretto.com/BlackNewsChannel/>) or (b) for a fee via PACER by visiting <https://ecf.flnb.uscourts.gov>.

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Dated: [_____]

THAMES | MARKEY

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Proposed Counsel for the Debtor

Exhibit 3

Notice of Assumption and Assignment

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF FLORIDA
TALLAHASSEE DIVISION**

In re:

BLACK NEWS CHANNEL, LLC,¹

Debtor.

Case No. 4:22-bk-40087

Chapter 11

**NOTICE TO CONTRACT PARTIES TO POTENTIALLY ASSUMED
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

PLEASE TAKE NOTICE that on [●], 2022, the United States Bankruptcy Court for the Northern District of Florida, Tallahassee Division (the “Court”) entered the *Order Granting, in Part, Debtor’s Emergency Motion for (A) Approval of Bidding Procedures, (B) Authorization for Debtor to Designate Stalking Horse Bidder and Grant Certain Stalking Horse Inducements, (C) Scheduling Auction, Sale Hearing and Related Dates, (D) Approval of the Form and Manner of Notice Thereof, (E) Establishment of Notice and Procedures for the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (F) Related Relief [ECF No. [●]]* (ECF No. [●]) (the “Bidding Procedures Order”),² authorizing the Debtor to conduct an auction (the “Auction”) to select the party to purchase the Debtor’s assets. The Auction will be governed by the bidding procedures approved pursuant to the Bidding Procedures Order (attached to the Bidding Procedures Order as Exhibit 1, the “Bidding Procedures”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the Bidding Procedures and the terms of any Successful Bid, the Debtor may assume and assign to the Successful Bidder the contract or agreement listed on Exhibit A to which you are a counterparty (the “Designated Contracts”), upon approval of the Sale. The Debtor has conducted a review of its books and records and has determined that the cure amount for unpaid monetary obligations under such Designated Contracts is as set forth on Exhibit A attached hereto (the “Cure Costs”).

PLEASE TAKE FURTHER NOTICE that if you object to the scheduled Cure Costs and/or the potential assumption, assignment, and/or transfer of such Designated Contract (including the transfer of any related rights or benefits thereunder), other than objections that relate specifically to the identity of the Successful Bidder, your objection must: (a) be in writing, (b) state with specificity the nature of such objection, including the amount of Cure Costs in dispute, and (c) be filed with the Court and properly served so as

¹ The Debtor’s address is 2320 Killearn Center Blvd., Building D, Tallahassee, Florida 32309. The last four digits of the Debtor’s federal tax identification number are 5082.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Bidding Procedures Order.

to be received no later than **May 25, 2022 at 5:00 p.m. (prevailing Eastern Time)** (the “Cure Cost/Assignment Objection Deadline”) by the following parties: (i) counsel to the Debtor; (ii) counsel to any Stalking Horse Bidder that may be designated in accordance with the Bidding Procedures and the Bidding Procedures Order; (iii) counsel to the Prepetition Lender; (iv) counsel the DIP Lender; (v) counsel to the Committee; and (vi) the United States Trustee (collectively, the “Notice Parties”).

PLEASE TAKE FURTHER NOTICE that if you object solely to the identity of and adequate assurance of future performance provided by the Successful Bidder, your objection must: (a) be in writing, (b) state with specificity the nature of such objection, and (c) be filed with the Court and properly served on the Notice Parties so as to be received no later than **June 24, 2022 at 5:00 p.m. (prevailing Eastern Time)** (prevailing Eastern Time) which is intended to be two business days after the Auction (as such deadline may be extended from time to time, the “Post-Auction Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that the Court has scheduled the Sale Hearing (as defined in the Bidding Procedures Order) to commence on or before **June 28, 2022, at 10:00 a.m. (prevailing Eastern Time)**, before the Honorable Karen K. Specie, at the U.S. Bankruptcy Courthouse, 110 East Park Avenue, 2nd Floor Courtroom, Tallahassee, Florida 32301.

PLEASE TAKE FURTHER NOTICE that if no objection to (a) the Cure Costs, (b) the proposed assignment and assumption of any Designated Contract, or (c) adequate assurance of the Successful Bidder’s ability to perform is filed by the Cure Cost/Assignment Objection Deadline or the Post-Auction Objection Deadline, as applicable, then you will (i) be forever barred from objecting to the Cure Costs and from asserting any additional cure or other amounts with respect to such Designated Contract in the event it is assumed and/or assigned by the Debtor, and the Debtor and any successor to the Debtor on any such Designated Contract shall be entitled to rely solely upon the Cure Costs, and (ii) be deemed to have consented to the assumption, assignment and/or transfer of such Designated Contract (including the transfer of any related rights and benefits thereunder) to the relevant Successful Bidder and shall be forever barred and estopped from asserting or claiming against the Debtor or such Successful Bidder that any additional amounts are due or defaults exist, or conditions to assumption, assignment, and/or transfer must be satisfied under such Designated Contract, or that any related right or benefit under such Designated Contract cannot or will not be available to the Successful Bidder.

PLEASE TAKE FURTHER NOTICE that any objection to the proposed assumption and assignment of any Designated Contract or related Cure Costs in connection with the Successful Bid that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing, will be heard at the Sale Hearing; *provided, however*, that (i) any Designated Contract that is the subject of a Cure Cost/Assignment Objection with respect solely to the amount of the Cure Cost may be assumed and assigned prior to resolution of such objection and (ii) the Debtor may adjourn a Cure Cost/Assignment Objection in its discretion.

PLEASE THAT FURTHER NOTICE that, notwithstanding anything herein, the inclusion of a Designated Contract or Cure Costs with respect thereto in this notice shall not constitute or be deemed a determination or admission by the Debtor, the Stalking Horse Bidder, a Successful Bidder, or any other party in interest that such contract or lease is an executory contract or an unexpired lease within the meaning of the Bankruptcy Code.

PLEASE TAKE FURTHER NOTICE that the Debtor's inclusion of any Designated Contract on this notice shall not be a guarantee that such contract ultimately will be assumed or assumed and assigned, and shall be without prejudice to a Stalking Horse Bidder's or Successful Bidder's rights under the applicable purchase agreement to subsequently (1) exclude a contract from the schedule of Designated Contracts previously included on such notice or (2) include additional contracts for assumption and assignment in accordance with the applicable Stalking Horse Bidder's or Successful Bidder's purchase agreement.

PLEASE TAKE FURTHER NOTICE that nothing herein (i) alters in any way the prepetition nature of the Designated Contracts or the validity, priority, or amount of any claims of a counterparty to any Designated Contract against the Debtor that may arise under such Designated Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of a counterparty to any Designated Contract against the Debtor that may arise under such Designated Contract.

PLEASE TAKE FURTHER NOTICE that the Debtor's decision to assume and assign the Designated Contracts to the relevant Successful Bidder is subject to the Court's approval and the closing of the Sale. Accordingly, absent the Court's approval and the closing of the Sale, the Designated Contracts shall not be deemed assumed or assumed and assigned, and shall in all respects be subject to further administration by the Debtor and its estate under the Bankruptcy Code in connection with the Chapter 11 Case.

PLEASE TAKE FURTHER NOTICE that you may obtain additional information regarding this Chapter 11 Case free of charge on the website maintained for the Chapter 11 Case by Stretto, Inc. in its role as the claims and noting agent appointed by the Court (<https://cases.stretto.com/BlackNewsChannel/>).

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Dated: [_____]

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