

**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 May 3, 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. 151]* (ECF No. 175) (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 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

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.

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)** 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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CERTIFICATE OF SERVICE

I hereby certify that on May 10, 2022, the foregoing Notice was uploaded to the Court's CM/ECF System which in turn furnished electronic copies of the same to the following parties:

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Dated: May 10, 2022

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Proposed Counsel for the Debtor

Exhibit A

Schedule of Designated Contracts

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
360 Medai Management Group, LLC	Broadcast license agreement	0.00
Aisha Mills	Talent contract	6,730.77
Al Turner	Ad sales representation agreement	0.00
Amagi Corporation	CLOUDPORT Playout System and THUNDERSTORM services agreement	128,403.50
Amazon Digital UK Limited, et al.	Digital video license agreement [OTT]	0.00
Amazon.com Services, LLC and Amazon Advertising, LLC	Developer services agreement [OTT]	0.00
American Legacy Network	License agreement	0.00
American Broadcasting Companies, inc. (CBS)	White House Pool access	182,812.50
Ameshia Cross	Talent contract	1,923.08
Anser Hassan	Talent contract	2,442.31
Anthony L. Amey	Employment agreement	1,730.77
Applications Technology, LLC	Live closed captioning software and licensing agreement	0.00
ASCAP	Music clearance governing organization	2,856.43
Astrid Martinez	Talent contract	0.00
Atiba Madyun	On-Air political contributor	6,300.00
B Squared Communications, LLC	Executive producer services agreement	18,750.00
Bader Content Studios	Production services agreement	17,800.00
BeckTV Integrating Media Systems	Engineering services agreement for System Analysis and Planning	19,899.05
BeckTV Integrating Media Systems	Engineering services agreement for furniture	0.00
BeckTV Integrating Media Systems	Engineering services agreement for Agent IC Licensing and Additional SIP Lines	0.00
Big Ticket Sports, LLC	Broadcast license agreement	0.00
Bofta Yimam	Talent contract	2,461.54
Brightcove Beacon	App development and video content delivery system service agreement	62,710.88
Broadcast Design International, Inc.	Studio 1 Design Services agreement	0.00
Candace O. Kelley	Talent contract	0.00
Caribbean 2020 Productions, LLC	Broadcast license agreement	0.00
CenturyLink Communications, LLC	Managed video network services agreement	0.00
Charles M. Blow Entertainment Inc. f/s/o Charles Blow	Talent contract	0.00
ChyronHego Corp	On-air ticker system	4,275.00
CNN Newsource Sales, Inc. and Cable News Network, Inc.	Content licensing agreement for CNN Services	93,933.32
CNN Newsource Sales, Inc. and Cable News Network, Inc.	Content licensing agreement for Custom Live Shots	0.00
Comcast Cable Communications, LLC	Affiliation and distribution agreement [linear]	0.00
Comcast Cable Communications, LLC	Content license agreement	0.00
Concur	Expense report and travel management system	4,050.24
CopyFax2000, Inc.	Lease agreement for Konica Minolta C300i Large MFP, Konica Minolta BH 4702P Black & White Desktop and Konica Minolta C3320i Color Desktop printers/copiers	2,035.89
CopyFax2000, Inc.	Maintenance agreement for Equipment ID M7351, Model No. C3320i	0.00
CopyFax2000, Inc.	Lease agreement for Konica Minolta M7366 Color Desktop System [Model No. C3320i]	0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
CopyFax2000, Inc.	Maintenance agreement for 4 Model Nos. BH 4702P [Equipment ID Nos. M7234, M7235, M7236 and M7237]	0.00
CopyFax2000, Inc.	Maintenance agreement for Model No. C300i [Equipment ID No. M7232] and Model No. C300i [Equipment ID No. M7233]	0.00
CopyFax2000, Inc.	Maintenance agreement for 12 Model Nos. C3320i [Equipment ID Nos. M7242, M7243, M7244, M7245, M7246, M7247, M7248, M7249, M7332, M7325, M7337 and M7343]	0.00
Corey Hebert	On-Air Medical Correspondent	63,000.00
Corporate Business Cards, Ltd.	Service level agreement for printed materials and IT support	477.58
Cox Communications, Inc.	Affiliation agreement [linear]	0.00
D&D Show, LLC	Broadcast license agreement	0.00
David G. Fitzpatrick	Employment agreement	33,653.85
Derrick Lewis	Talent contract	1,961.54
DirecTV, LLC and AT&T Services, Inc.	Affiliation agreement [linear]	0.00
DISH Network, LLC	Distribution agreement [linear]	0.00
DISH Network, LLC	Distribution agreement [OTT]	0.00
DocuSign, Inc.	Agreement for eSignature Business Pro-Edition - Seat Subscription and Support Services	0.00
Dolan Media Management Corp.	Consulting agreement	0.00
Draymon Clark	Talent contract	2,500.00
Edvige Jean-Francois	Supervising Producer Services Agreement	12,000.00
EEG Enterprises	Closed-Captioning Services	10,190.40
Enterprise Fleet Management, Inc.	Lease agreement for 2021 Ford Explorer [Quote No. 4892109]	0.00
Enterprise Fleet Management, Inc.	Fleet Management Maintenance Agreement	0.00
FathomSG, a division of SmithGeiger, LLC	Creative services agreement	0.00
Ferri Lighting Design & Associates, Inc.	Independent contractor agreement for on-site lighting labor	40,362.48
Ferri Lighting Design & Associates, Inc.	Independent contractor agreement for Go Lighting Design, On-Site Labor and Equipment	0.00
Fred Harner	Independent contractor agreement for development of multiplatform content strategy	0.00
Freebie TV	License agreement [OTT]	0.00
Freecast, Inc.	Internet distribution agreement - content [OTT]	0.00
Freewheel Advertisers, Inc.	Software and ASP agreement	0.00
Gary C. Wordlaw	Employment agreement	0.00
Gerald A. Nicholson	Voice over talent	1,800.00
GfK US MRI, LLC	Syndicated product subscription agreement	16,000.00
GHT Chartered Consulting Engineers	Agreement to provide engineering design services at 400 N. Capitol Street, NW, Washington, DC	1,760.00
Gracenote Media Services, LLC	Listings distribution services agreement	0.00
Graham Media Group, Inc.	News sharing agreement	0.00
GTT Americas, LLC	Network services agreement	0.00
Imagine Communications Corp.	Software license and maintenance agreement	13,091.42
Institute of Politics Policy and History	Program license agreement	0.00
International Business Machines Corporation	Contract for the purchase of various weather equipment	0.00
Inverleigh Media Holdings Pty LTD	Various program licensing agreements	20,000.00
IPG DXTRA Entertainment, Inc.	Agreement for public relations, marketing communications and related consulting services	0.00
Ivanhoe Broadcast News, Inc.	License agreement for cable television / digital	0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
James Hill	Talent employment agreement	0.00
James Holm	Employment agreement	4,230.77
Jamiese Price	Talent contract	2,019.24
Jane A. Marks	Talent contract	12,000.00
JayCity Enterprise, LLC	Show guests booker	16,666.66
Jenyne Donaldson	Talent contract	2,115.38
Jimmy Marlow V	Talent contract	1,442.31
JNL Media, LLC	Broadcast license agreement	0.00
Joe Lamberta Design	Design services agreement	0.00
Kelly Griffin Plumbing, LLC	Vendor agreement for installation of contactless toilets and sink faucets	0.00
Kevan Smith	Talent contract	2,019.23
KFA Consulting, Inc.	Consulting agreement	0.00
Larry Ridley eSports	Broadcast license agreement	23,370.90
Laura McNeal	Expense Reimbursement	2,525.03
Laverne N. McGee	Talent contract	1,723.46
Layer3 Communications, LLC	Network engineering services agreement	15,002.63
Legacy Distribution, LLC	Broadcast license agreement	0.00
Liquid Soul Media, LLC	Creative services agreement	0.00
LiveU INC	Remote data services	40,241.34
LocalNow, LLC	Licensed service distribution agreement [OTT]	0.00
Magnite, Inc.	Service agreement for ad inventory	0.00
Mannheim Security Solutions, LLC	Security services agreement	10,228.08
Marc Lamont Hill	Talent contract	8,653.85
Marcel Clarke	Talent contract	1,826.93
Marcus Clifton	General Counsel	15,580.88
Mark Garner	Board of Directors services agreement	12,500.00
Mark McEwen	Freelance talent agreement	4,000.00
Mebar Realty Holdings Trust	Lease for space located at 400/444 N. Capitol Street, NW, Suite 603, Washington, DC	37,127.90
MediaRadar, Inc.	Subscription agreement	11,000.00
Michael Anapolsky	Ad sales representation agreement	0.00
Michelle Fisher	Talent contract	2,403.85
Miles Ahead Entertainment, Inc.	Program license agreement	0.00
Multimedia Graphic Network, Inc	On-air graphics	0.00
Najahe Sherman	Talent contract	0.00
Narrow Path Productions, Inc.	Production services agreement	0.00
Nayyera Haq	Talent contract	5,288.46
Neblock Enterprises, LLC	Consulting agreement	0.00
NECF Corporation	Services agreement for conversion of video production operations	0.00
NECF Corporation	Agreement for exchange-based services and consulting	0.00
New Industry Media Group	Creative services agreement	0.00
OBMDI Entertainment, Inc.	Music library use agreement	3,750.00
Offaly Associates, LLC	Vendor agreement for professional engineering consultancy	0.00

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
One Diversified, LLC	Agreement for television production system design services for studio at 400 N. Capitol Street NW, Washington, DC	37,497.25
Overleese & Associates, LLC	Consulting agreement	0.00
Paul David Henderson	On-Air political contributor	10,900.00
Pinkerton Consulting & Investigations	Agreement to provide security services	722.50
Pluto, Inc.	TV content license agreement	0.00
Princell L. Hair	Employment agreement	6,730.77
Rarione Maniece	Talent contract	2,019.23
Red Diamond Photography	Field producers & editors	6,500.00
Rebecca J. Kavanagh	Separation agreement	0.00
Rebecca J. Kavanagh	Confidentiality agreement	0.00
Regional Construction Co., Inc.	Vendor agreement for construction alterations to 400 North Capitol Street NW, Suite 595, Washington, DC	280,983.00
Reuters News & Media, Inc.	Media services agreement	25,798.00
Roku, Inc.	Distribution agreement [OTT]	0.00
Samsung Electronics America, Inc.	Distribution agreement [OTT]	0.00
Shannon LaNier	Talent contract	0.00
Sharon Reed	Talent contract	7,692.31
Shirley Brice	Creative services master services agreement	2,100.00
Simon T. Bailey International	Program license agreement	12,232.50
Smith Geiger, LLC	Consulting agreement	96,050.00
Sonitrol of Tallahassee, Inc.	Security system agreement	0.00
Sony Electronics, Inc	Equipment service agreement	3,306.17
Spectrum Management Holding Co., LLC	Affiliation agreement [linear]	134.97
Sprout Social, Inc.	Social media management agreement	0.00
SponsorUnited	SU Platform Access	5,391.00
SpringServe, Inc.	Ad sales processor	4,258.20
Star Media Enterprises	Agency commercial placements performance reporting	15,740.00
State Services Organization, Inc.	Storage sublease agreement located at 400/444 North Capitol Street, NW, Washington, DC	0.00
Stefany Strong	Consulting agreement	0.00
Stephanie Bertini	Talent contract	2,403.85
Storyville RD	Field producers & editors	12,000.00
Sunwise Media, Inc.	Broadcast license agreement	0.00
Taft Stettinius & Hollister LLP	Representation agreement as it relates to the Flete, et al. matter.	0.00
Talent Dynamics, LLC	Creative services agreement	5,000.00
Tashanea Whitlow	Talent contract	2,500.00
Terasha King Turner	Producer / Writer	3,250.00
Tezlyn Figaro Turner	On-Air political contributor	1,200.00
The Associated Press	Electronic news production system software license agreement	90,482.00
The Edgewater Corporation of Tallahassee	Commercial lease agreement for space located at 2320 Killlearn Center Boulevard, Tallahassee, Florida	5,235.39
The News Project, Inc.	Master services agreement	50,000.00
The Nielsen Company (US), LLC	National TV measurement services agreement	383,515.86

COUNTERPARTY	CONTRACT DESCRIPTION	CURE AMOUNT (\$)
The Prescott Group	Individual freelance agreement	0.00
The Wright Company	Cleaning services contract for Black News Channel Annex	1,730.00
The Wright Company	Cleaning services contract for Black News Channel	0.00
Theodore D. Walters III	Talent contract	5,000.00
Thrill of Entertainment LLC f/s/o Mike Hill	Talent contract	0.00
TikiLIVE, Inc.	Distribution agreement [OTT]	0.00
TiVo Platform Technologies, LLC	Distribution agreement [OTT]	0.00
TMGI	Broadcast license agreement	10,354.05
Tubi, Inc.	News license agreement [OTT]	0.00
TVU Networks Corporation	Transreceiver Service	8,000.00
V2Web Hosting Pvt. Ltd.	Creative services agreement for marketing material design services	5,500.00
Verizon Corporate Services Group, Inc.	Affiliation agreement [linear]	5,907.10
Vivergent, LLC	Website development and digital presence agreement	0.00
Vizio Services, LLC	Internet applications platform agreement [OTT]	0.00
VizRT Inc.	On-air graphics technology system	107,302.20
Walden Macht & Haran, LLP	Representation agreement to provide employment coaching to current BNC employees	0.00
Walter Morris	Talent contract	2,403.85
Washington Workplace, Inc.	Contract for sale of office furniture and equipment	2,118.05
Wayspire, LLC	Vendor agreement or Network IT and website support projects	4,993.16
Weather Metrics, Inc.	Contract for WeatherVision Systems licensing and software support	0.00
Weather Metrics, Inc.	Information sharing agreement [WeatherVision Systems]	0.00
Wibbitz, Inc.	Customer agreement for use of Enterprise Plan and Editorial Media Plan - Pro platforms	9,150.00
WideOrbit, LLC	License and services agreement [data processing center]	201,650.00
Wildmoka SAS	Hosting and license agreement for Wildmoka platform	33,333.35
WMVision	Weather system support	4,511.22
Xumo, LLC	Content license agreement [OTT]	0.00
Yappa World, Inc.	Services agreement for Yappa Tool, the social media commenting application	0.00
Yodit Tewolde	Talent contract	7,211.54
Zoho Corporation	Vendor agreement for Service Desk Plus	0.00