

ROPES & GRAY LLP  
Gregg M. Galardi  
D. Ross Martin  
Jonathan M. Agudelo  
1211 Avenue of the Americas  
New York, NY 10036-8704  
Telephone: (212) 596-9000  
Facsimile: (212) 596-9090

*Counsel to the Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

```

-----X
In re                               : Chapter 11
                                     :
Gawker Media LLC, et al.,1       : Case No. 16-11700 (SMB)
                                     :
Debtors.                            : (Jointly Administered)
                                     :
-----X

```

**NOTICE OF DEBTORS' OBJECTION TO THE  
CLAIM OF OLE MEDIA MANAGEMENT L.P. (CLAIM NO. 88)**

**PLEASE TAKE NOTICE** that the undersigned have filed the attached *Debtors' Objection to the Claim of Ole Media Management L.P. (Claim No. 88)* (the "Objection"), which seeks to alter your rights by disallowing your claim against the above-captioned Debtors.

**PLEASE TAKE FURTHER NOTICE** that a hearing on the Objection will take place on **March 22, 2017 at 10:00 a.m. (Eastern Time)** before the Honorable Judge Stuart M. Bernstein, at the United States Bankruptcy Court for the Southern District of New York,

<sup>1</sup> The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Gawker Hungary Kft (f/k/a Kinja Kft.) (5056). Gawker Media LLC and Gawker Media Group, Inc.'s mailing addresses are c/o Opportune LLP, Attn: William D. Holden, Chief Restructuring Officer, 10 East 53rd Street, 33rd Floor, New York, NY 10022. Gawker Hungary Kft.'s mailing address is c/o Opportune LLP, Attn: William D. Holden, 10 East 53rd Street, 33rd Floor, New York, NY 10022.

Alexander Hamilton Custom House, One Bowling Green, New York, New York 10004-1408,  
Courtroom No. 723.

**PLEASE TAKE FURTHER NOTICE** that responses to the Objection and the relief requested therein, if any, shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and the Local Bankruptcy Rules for the Southern District of New York, shall set forth the basis for the response or objection and the specific grounds therefore, and shall be filed with the Court electronically in accordance with General Order M-399 by registered users of the Court's case filing system (the User's Manual for the Electronic Case Filing System can be found at <http://www.nysb.uscourts.gov>, the official website for the Court), with a hard copy delivered directly to chambers pursuant to Local Bankruptcy Rule 9028-1 and served so as to be actually received no later than **March 2, 2017, at 4:00 p.m. (Eastern Time)** (the "Response Deadline"), upon: (i) the Debtors, Gawker Media LLC, c/o Opportune LLP, Attn: William D. Holden, Chief Restructuring Officer, 10 East 53rd Street, 33rd Floor, New York, NY 10022 ([wholden@opportune.com](mailto:wholden@opportune.com)); (ii) counsel for the Debtors, Ropes & Gray LLP, 1211 Avenue of the Americas, New York, New York 10036, Attn: Gregg M. Galardi ([gregg.galardi@ropesgray.com](mailto:gregg.galardi@ropesgray.com)); (iii) the Office of the United States Trustee for the Southern District of New York, 201 Varick Street, Suite 1006, New York, NY 10014, Attn: Greg Zipes & Susan Arbeit; (iv) the Internal Revenue Service, Attn: Centralized Insolvency Operation, 2970 Market Street, Philadelphia, PA 19104 ([mimi.m.wong@irsounsel.treas.gov](mailto:mimi.m.wong@irsounsel.treas.gov)); (v) the United States Attorney's Office for the Southern District of New York, Attn: Bankruptcy Division, 86 Chambers Street, 3rd Floor, New York, NY 10007 ([david.jones6@usdoj.gov](mailto:david.jones6@usdoj.gov); [Jeffrey.Oestericher@usdoj.gov](mailto:Jeffrey.Oestericher@usdoj.gov); [Joseph.Cordaro@usdoj.gov](mailto:Joseph.Cordaro@usdoj.gov); [Carina.Schoenberger@usdoj.gov](mailto:Carina.Schoenberger@usdoj.gov)); (vi) counsel to Cerberus Business Finance, LLC, Schulte Roth & Zabel LLP, 919 Third Avenue,

New York, New York 10022, Attn: Adam C. Harris (adam.harris@srz.com); (vii) counsel to US VC Partners LP, Latham & Watkins LLP, at both 330 North Wabash Avenue, Suite 2800, Chicago, IL 60611, Attn: David Heller (david.heller@lw.com) and 885 Third Avenue, New York, New York 10022, Attn: Keith A. Simon (keith.simon@lw.com); (viii) counsel for the Official Committee of Unsecured Creditors, Simpson Thacher & Bartlett, 425 Lexington Ave., New York, NY 10017, Attn: Sandy Qusba (squsba@stblaw.com) and William T. Russell (wrussell@stblaw.com); and (ix) parties that have requested notice pursuant to Bankruptcy Rule 2002.

**PLEASE TAKE FURTHER NOTICE** that if you do not timely file and serve a written response to the relief requested in the Objection by the Response Deadline, the Bankruptcy Court may deem any opposition waived, treat the Objection as conceded, and enter an order granting the relief requested in the Objection without further notice or hearing.

*[Remainder of this page intentionally left blank]*

**PLEASE TAKE FURTHER NOTICE** that a copy of the Objection may be obtained free of charge by visiting the website of Prime Clerk LLC at <http://cases.primeclerk.com/gawker>. You may also obtain copies of any pleadings by visiting the Court's website at <http://www.nysb.uscourts.gov> in accordance with the procedures and fees set forth therein.

Dated: February 17, 2017  
New York, New York

/s/ Gregg M. Galardi  
ROPES & GRAY LLP  
Gregg M. Galardi  
D. Ross Martin  
Jonathan M. Agudelo  
1211 Avenue of the Americas  
New York, NY 10036-8704  
Telephone: (212) 596-9000  
Facsimile: (212) 596-9090  
[gregg.galardi@ropesgray.com](mailto:gregg.galardi@ropesgray.com)  
[ross.martin@ropesgray.com](mailto:ross.martin@ropesgray.com)  
[jonathan.agudelo@ropesgray.com](mailto:jonathan.agudelo@ropesgray.com)

*Counsel to the Debtors  
and Debtors in Possession*

ROPES & GRAY LLP  
Gregg M. Galardi  
D. Ross Martin  
Jonathan M. Agudelo  
1211 Avenue of the Americas  
New York, NY 10036-8704  
Telephone: (212) 596-9000  
Facsimile: (212) 596-9090

*Counsel to the Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

-----X

In re	:	Chapter 11
	:	
Gawker Media LLC, <i>et al.</i> , <sup>1</sup>	:	Case No. 16-11700 (SMB)
	:	
Debtors.	:	(Jointly Administered)
	:	

-----X

**DEBTORS' OBJECTION TO THE CLAIM OF  
OLE MEDIA MANAGEMENT L.P. (CLAIM NO. 88)**

Gawker Media LLC ("Gawker Media"), Gawker Media Group, Inc. ("GMGI"), and Gawker Hungary Kft. ("Gawker Hungary") as debtors and debtors in possessions (collectively, the "Debtors") in the above-captioned cases (the "Bankruptcy Cases"), hereby file this objection (the "Objection") to claim No. 88 (the "Ole Media Claim") filed by Ole Media Management L.P. d/b/a Jingle Punks ("Ole Media") and seek entry of an order (the "Order"), substantially in the form attached hereto as **Exhibit A**, disallowing and expunging the Ole Media Claim pursuant to section 502 of title 11 of the United States Code, 11 U.S.C. § 101, et seq. (the "Bankruptcy

<sup>1</sup> The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Gawker Hungary Kft. (f/k/a Kinja Kft) (5056). Gawker Media LLC and Gawker Media Group, Inc.'s mailing addresses are c/o Opportune LLP, Attn: William D. Holden, Chief Restructuring Officer, 10 East 53rd Street, 33rd Floor, New York, NY 10022. Gawker Hungary Kft.'s mailing address is c/o Opportune LLP, Attn: William D. Holden, 10 East 53rd Street, 33rd Floor, New York, NY 10022.

Code”) and Rule 3007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

In support of this Objection, the Debtors respectfully state as follows:

## **BACKGROUND**

### **I. The Bankruptcy Cases**

1. On June 10, 2016, Gawker Media filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. On June 12, 2016, GMGI, and Gawker Hungary each filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtors are operating their businesses as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

2. No request for the appointment of a trustee or examiner has been made in the Debtors’ chapter 11 cases. On June 24, 2016, the United States Trustee for the Southern District of New York appointed an official committee of unsecured creditors pursuant to section 1102 of the Bankruptcy Code [Docket No. 62].

### **II. The Ole Media Claim**

3. The Ole Media Claim, a true and correct copy of which is attached hereto as **Exhibit B**, asserts, solely against Gawker Media, a single claim of \$10,000 for music rights license fees.

4. The Ole Media Claim arises out of the Non-Exclusive Synchronization/Master Use Blanket License Agreement by and between Ole Media and Gawker Media, dated as of June 15, 2015 (the “Ole Media Contract”). The Ole Media Contract provides for the payment of an annual license fee during its three-year term. According to the Ole Media Claim, the “Year 2 Fee” under the Ole Media Contract totals \$10,000 and was payable on or before June 15, 2016.

### III. The Assignment of the Ole Media Contract to UniModa, LLC

5. On July 8, 2016, the Bankruptcy Court entered the *Order (I) Authorizing and Approving Bidding Procedures, Breakup Fee and Expense Reimbursement, (II) Authorizing and Approving the Debtors Performance of Pre-Closing Obligations Under the Stalking Horse Asset Purchase Agreement, (III) Approving Notice Procedures, (IV) Scheduling a Sale Hearing and (V) Approving Procedures for Assumption and Assignment of Certain Contracts and Leases and Determining Cure Amounts* [Docket No. 82] (the “Bidding Procedures Order”). The Bidding Procedures Order specifies, among other things, the procedures regarding the proposed assumption and assignment of the executory contracts and unexpired leases that could have been designated to be assumed by the Debtors pursuant to section 365(b) of the Bankruptcy Code and assigned pursuant to section 365(f) of the Bankruptcy Code in connection with the sale of substantially all of the Debtors’ assets (the “Sale”).

6. On July 15, 2016, pursuant to the Bidding Procedures Order, the Debtors filed the *Notice of (A) Proposed Assumption and Assignment of Executory Contracts and Unexpired Leases in Connection with Sale and (B) Associated Cure Costs* [Docket No. 105] (the “Cure Notice”) which provided a list of the Debtors’ executory contracts and unexpired leases that were subject to potential assumption and assignment in connection with the Sale and the cure amount associated therewith (the “Contract and Cure Schedule”). The Ole Media Contract was listed on the Contract and Cure Schedule with a proposed cure amount of \$0.

7. The Cure Notice provided that objections to the proposed assumption and assignment of any of the executory contracts or expired leases listed on the Contract and Cure Schedule or to the cure amount proposed with respect thereto were required to be filed with the

Court no later than August 5, 2016 at 4:00 p.m. (Eastern Time) (the “Assignment and Cure Objection Deadline”). The Cure Notice further provided in boldface type:

***Any party who fails to timely file an objection to its scheduled cure amount listed on the Contract and Cure Schedule or to the assumption and assignment of an executory contract or unexpired lease listed on the Contract and Cure Schedule (i) shall be forever barred from objecting thereto, including (a) making any demands for additional cure amounts or monetary compensation on account of any alleged defaults for the period prior to the applicable objection deadline against the Debtors, their estates or the Stalking Horse Bidder or other Successful Bidder selected at the Auction, if any, with respect to any such an executory contract or unexpired lease and (b) asserting that the Stalking Horse Bidder or other Successful Bidder has not provided adequate assurance of future performance as of the date of the Sale Order and (ii) shall be deemed to consent to the sale of the Acquired Assets as approved by the Sale Order.***

Cure Notice ¶ 9; see also Bidding Procedures Order, ¶ 24. Ole Media did not file any pleading in response to the Cure Notice.

8. On August 16, 2016, the Debtors held an auction in connection with the Sale. At the conclusion of the auction, the Debtors, in consultation with the Committee, selected UniModa, LLC (“UniModa”) as the successful bidder.

9. On August 22, 2016, the Court approved the Sale to UniModa and authorized the assumption of the executory contracts UniModa sought to assume in connection with the Sale (the “Designated Contracts”). *See Order (I) Authorizing the Sale of Substantially All of the Debtors’ Assets Free and Clear of All Claims, Liens, Rights, Interests and Encumbrances, (II) Approving and Authorizing the Debtors’ Entry Into the Asset Purchase Agreement and (III) Authorizing the Debtors to Assume and Assign Certain Executory Contracts and Unexpired Leases* [Docket No. 214] (the “Sale Order”). In particular, paragraph 26 of the Sale Order provided in relevant part that:



The payment of the applicable Cure Amounts by Buyer shall (i) effect a cure of all defaults existing thereunder as of the Closing . . . , (ii) compensate for any actual pecuniary loss to such non-Debtor counterparty resulting from such default and (iii) together with the assumption of the Designated Contracts by the Debtors and the assignment of such Designated Contracts to Buyer [UniModa], constitute adequate assurance of future performance thereof.

10. On August 24, 2016, the Debtors filed the list of the Designated Contracts. *See Notice of (A) Sale Transaction and (B) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases* [Docket No. 223]. The Ole Media Contract was listed on the list of Designated Contracts that was assigned in connection with the Sale. The closing date of the Sale occurred on September 9, 2016. *See Notice of Sale Closing* [Docket No. 258].

#### **JURISDICTION AND VENUE**

11. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b). The statutory predicate for the relief requested herein is section 502 of the Bankruptcy Code and Bankruptcy Rule 3007.

#### **RELIEF REQUESTED**

12. The Debtors file this Objection pursuant to section 502 of the Bankruptcy Code and Bankruptcy Rule 3007(d), seeking entry of the Order disallowing and expunging the Ole Media Claim in its entirety.

#### **BASIS FOR RELIEF**

13. A filed proof of claim is “deemed allowed, unless a party in interest . . . objects.” 11 U.S.C. § 502(a). If an objection refuting at least one of the claim’s essential allegations is asserted, the claimant has the burden of demonstrating the validity of the claim. *See In re Oneida Ltd.*, 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009); *In re Adelpia Commc’ns*

*Corp.*, Case No. 02-41729 (REG), 2007 Bankr. LEXIS 660, at \*15 (Bankr. S.D.N.Y. Feb. 20, 2007); *In re Rockefeller Ctr. Props.*, 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000).

14. Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law.” 11 U.S.C. § 502(b)(1).

### **OBJECTION**

15. The Contract and Cure Schedule lists the Ole Media Contract with a cure amount of \$0.00. Cure Notice, Sch. 1 No. 588. Ole Media did not file an objection to the assumption and assignment of the Ole Media Contract or to the cure amount listed on the Contract and Cure Schedule.

16. Pursuant to the Bidding Procedures Order and the Cure Notice, Ole Media is barred from making any demands for additional cure amounts or monetary compensation other than any amounts listed on the Contract and Cure Schedule on account of any alleged defaults for the period prior to the Assignment and Cure Objection Deadline. Therefore, the Debtors have no liability in respect of the Ole Media Claim.

17. If the Ole Media Claim is not disallowed and expunged, then the claimant asserting the Ole Media Claim may potentially receive a wholly improper recovery to the detriment of other parties in these chapter 11 cases. The Debtors request that the Court enter the Order disallowing and expunging the Ole Media Claim in its entirety.

### **RESERVATION OF RIGHTS**

18. Neither the filing of this Objection nor entry of the Order shall affect any rights of the Debtors, their estates, the Plan Administrator (as defined in the Plan), or any other party in interest in these chapter 11 cases from any and all rights to amend, supplement or

otherwise modify this Objection or the Order and to file further objections with respect to the Ole Media Claim for any purpose. The Debtors and their estates also reserve any and all rights, claims and defenses with respect to the Ole Media Claim, and nothing included in or omitted from this Objection or the Order is intended or shall be deemed to impair, prejudice, waive or otherwise affect any rights, claims, or defenses of the Debtors and their estates with respect to the Ole Media Claim.

**NOTICE**

19. Notice of this Objection has been provided in accordance with the requirements of Bankruptcy Rule 3007(a), the Case Management Procedures entered on July 13, 2016 [Docket No. 93], and the Local Bankruptcy Rules of this Court. The Debtors respectfully submit that further notice of this Objection is neither required nor necessary.

WHEREFORE, for the reasons set forth herein, the Debtors respectfully request that the court (a) enter the Order, and (b) grant such other and further relief as may be just and proper.

Dated: February 17, 2017  
New York, New York

/s/ Gregg M. Galardi  
ROPES & GRAY LLP  
Gregg M. Galardi  
D. Ross Martin  
Jonathan M. Agudelo  
1211 Avenue of the Americas  
New York, NY 10036-8704  
Telephone: (212) 596-9000  
Facsimile: (212) 596-9090  
gregg.galardi@ropesgray.com  
ross.martin@ropesgray.com  
jonathan.agudelo@ropesgray.com

*Counsel to the Debtors  
and Debtors in Possession*

**Exhibit A**

**Order**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK

-----X  
:
  
In re : Chapter 11
  
:
  
Gawker Media LLC, *et al.*,<sup>1</sup> : Case No. 16-11700 (SMB)
  
:
  
Debtors. : (Jointly Administered)
  
:
  
-----X

**ORDER GRANTING DEBTORS’ OBJECTION TO THE CLAIM OF OLE MEDIA MANAGEMENT L.P. (CLAIM NO. 88)**

Upon the objection of the above-caption debtors (collectively, the “Debtors”) and the Debtors’ motion (together, the “Objection”)<sup>2</sup> for entry of an order (this “Order”) disallowing and expunging claim No. 88 (the “Ole Media Claim”) filed by Ole Media Management L.P. d/b/a Jingle Punks (“Ole Media”); and the Court having found that it has jurisdiction to consider the Objection pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b); and the Court having found that venue of this proceeding and the Objection is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Objection having been provided, and it appearing that no other or further notice need be provided; and upon consideration of the Objection; and the Court having found and determined that the relief sought in the Objection is in the best interests of the Debtors’ estates, creditors, and all parties in interest and that the legal and factual bases set forth in the

<sup>1</sup> The last four digits of the taxpayer identification number of the debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Gawker Hungary Kft (f/k/a Kinja Kft.) (5056). Gawker Media LLC and Gawker Media Group, Inc.’s mailing addresses are c/o Opportune LLP, Attn: William D. Holden, Chief Restructuring Officer, 10 East 53rd Street, 33rd Floor, New York, NY 10022. Gawker Hungary Kft.’s mailing address is c/o Opportune LLP, Attn: William D. Holden, 10 East 53rd Street, 33rd Floor, New York, NY 10022.

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

Objection establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefor, it is hereby ORDERED THAT:

1. The relief requested in the Objection is granted to the extent provided herein.

2. Pursuant to section 502(b) of the Bankruptcy Code, the Ole Media Claim is hereby disallowed and expunged in its entirety for the reasons set forth in the Objection.

3. Prime Clerk LLC, the Debtors' claims and noticing agent, is authorized to cause the Claims Register to be amended to reflect the terms of this Order.

4. The disallowance and expunging of the Ole Media Claim shall not create, and is not intended to create, any rights in favor of, or enhance the status of, any claim held by any person or entity.

5. Entry of this Order is without prejudice to the Debtors' right to object to any other claims in these chapter 11 cases or to further object to the Ole Media Claim (to the extent the Ole Media Claim is not disallowed and expunged pursuant to this Order) on any grounds whatsoever, at a later date.

6. This Order has no res judicata, estoppel, or other effect on the validity, allowance, or disallowance of any claim not listed in this Order, and the Debtors' and any party in interest's rights to object on any basis is expressly reserved with respect to any such claim not listed in this Order.

7. Notice of the Objection, as provided therein, shall be deemed good and sufficient notice of such objection, and the requirements of Bankruptcy Rule 3007(a), the Case Management Procedures entered on July 13, 2016 [Docket No. 93], and the Local Bankruptcy Rules of this Court are satisfied by such notice.

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

9. The Debtors are authorized and empowered to take all actions as may be necessary and appropriate to implement the terms of this Order.

10. This Order shall be a final order with respect to the Ole Media Claim.

11. This Court shall retain jurisdiction to hear and determine all matters arising from or related to this Order.

Dated: \_\_\_\_\_, 2017  
New York, New York

---

THE HONORABLE STUART M. BERNSTEIN  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit B**

**Ole Media Claim**



MMLID: 2914694

Please select applicable Debtor (select only one Debtor per claim form):

- Gawker Media, LLC (Case No. 16-11700)
- Kinja, Kft. (Case No. 16-11718)
- Gawker Media Group, Inc. (Case No. 16-11719)

- Date Stamped Copy Returned
- No Self-Addressed Stamped Envelope
- No Copy Provided

You may also submit your claim electronically by visiting <http://cases.primeclerk.com/Gawker/EPOC-Index>

*The Debtors have listed you on Schedule G as a counterparty to one or more executory contracts. If you believe the Debtors owe you money as of the Petition Date, you must submit a proof of claim or be forever barred from recovery.*

**Official Form 410**  
**Proof of Claim**

4/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.



**Part 1: Identify the Claim**

1. Who is the current creditor?	Ole Media Management L.P. dba Jingle Punks Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Ole Media Management L.P. dba Jingle Punks Attn: General Counsel 266 King Street West Suite 500 Toronto ON M5V 1H8 Canada	Where should payments to the creditor be sent? (if different) Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

**RECEIVED**  
**SEP 27 2016**  
**PRIME CLERK LLC**

Contact phone (416) 619-2078  
 Contact email jennifer\_correia@demm.com

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 10,000 USD Does this amount include interest or other charges?  No  Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.  
Music Rights License Fees

9. Is all or part of the claim secured?  No  Yes. The claim is secured by a lien on property.  
Nature of property:  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
Basis for perfection: \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
Value of property: \$ \_\_\_\_\_  
Amount of the claim that is secured: \$ \_\_\_\_\_  
Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_  
Annual Interest Rate (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?  No

Yes. Check one:

<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?  No

Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ \_\_\_\_\_

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

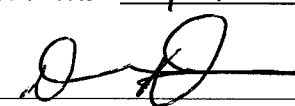
I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/01/2016 (mm/dd/yyyy)

  
Signature

Print the name of the person who is completing and signing this claim:

Name Denis Dinsmore  
First name Middle name Last name

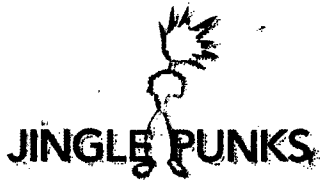
Title VP, Finance

Company ole Media Management LP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 266 King St. W. Suite 500  
Number Street

Toronto ON M5V 1H8 Canada  
City State ZIP Code

Contact phone (416) 619-2059 Email denis-dinsmore@olemm.com



Jingle Punks Music  
 11 Park Place, Suite 1400  
 New York, NY 10007

# Invoice

**Date** 6/28/2016

<b>Invoice To</b>
Gawker Media LLC 210 Elizabeth Street, 3rd Floor New York, NY 10012 USA

<b>Invoice: JP- PML-002195</b>	
<b>P.O. No./ Ref</b>	
<b>Sales Rep:</b>	
<b>Pay Term</b>	per agreement

Description	Amount
All Annual Gawker Digital Programming and Promotional Productions Year 2 Billings-Web Content (Webisode)-Annual Blanket-Entire In-House Jingle Punks Music Library	10,000.00
Payment Option Direct Deposit / Wire Option: Beneficiary Name: Ole Media Management LP, dba Jingle Punks Beneficiary Address: 266 King St. W. suite 500, Toronto, On, M5V 1H8 Account No. 721661952 Routing: 021000021 ACH/ Routing/Transit no. 021000021 Swift: CHASUS33 Bank Name: JP Morgan Chase Bank address: 1 Chase Manhattan Plaza, NY,NY 10004	

GST/HST no. 847583671	Total Tax	<b>Sales Tax Summary</b> USD 0.00
-----------------------	-----------	--------------------------------------

PAYMENT OF THIS INVOICE IS YOUR ACKNOWLEDGEMENT THAT YOU UNDERSTAND AND AGREE WITH THE TERMS AND CONDITIONS OF THE ATTACHED LICENSE.

Please make cheque payable to: "ole Media Management LP dba JinglePunks"  
 Mail Payments to: 11 Park Place STE 1400, New York, NY 10007

<b>Total</b>	<b>USD 10,000.00</b>
--------------	----------------------

RECEIVED

SEP 27 2016

PRIME CLERK LLC

Gawker Media, LLC Claims  
Processing Center  
c/o Prime Clerk LLC  
830 3rd Avenue, 3rd Floor  
New York, NY  
10022

ole

---

266 King Street W., Suite 500, Toronto, Ontario M5V 1H8

ORIGIN ID: YO0B (416) 619-2065  
Meagan Fasulo  
ole Media Management  
266 King Street West  
Suite 500  
Toronto, ON M5V 1H8  
CANADA, CA

Ship Date: 26SEP16  
ActWgt: 1.00 LB  
CAD: 8048173/INCA3790

Dims: 13x1x10 IN  
EIN/VAT:

TO Prime Clerk LLC (212) 257-2450  
Gawker Media, LLC Claims Processing  
83 - 3rd Avenue, 3rd Floor



NEW YORK, NY 10022

(US)



AWB

J162016070520uv



NM JRBA

PKG TYPE: CUSTOMER

TRK# 7773 1182 8170

Form 0430

INTL PRIORITY

REF:  
DESC1: Correspondence/No Commercial Value  
DESC2:  
DESC3:  
DESC4:

COUNTRY MFG: CA  
CARRIAGE VALUE: 0.00 CAD  
CUSTOMS VALUE: 0.00 CAD

SIGN: Meagan Fasulo  
T/C: S 308226522  
D/T: S 308226522

These commodities, technology, or software were exported from Canada in accordance with the export administration regulations. Diversion contrary to Canadian law prohibited. The Warsaw Convention may apply and will govern and in most cases limit the liability of Federal Express for loss or delay of or damage to your shipment. Subject to the conditions of the contract.

FEDEX AWB COPY - PLEASE PLACE IN POUCH

RECEIVED

SEP 27 2016

PRIME CLERK LLC

After printing this label:  
**FEDEX AWB COPY - PLEASE PLACE BEHIND CONSIGNEE COPY**  
1. Fold the printed page along the horizontal line.  
2. Place label in shipping pouch and affix it to your shipment.

ORIGIN ID: Y00B (416) 619-2065  
MEAGAN FASULLO  
OLE MEDIA MANAGEMENT  
266 KING STREET WEST  
SUITE 500  
TORONTO, ON M5V 1H8  
CANADA CA

SHIP DATE: 26SEP16  
ACT WT: 1.00 LB  
CAD: 8048173IN/CA3790  
DIMS: 13x11x10 IN.  
BILL SENDER

TO PRIME CLERK LLC  
GAWKER MEDIA, LLC CLAIMS PROCESSING  
83 - 3RD AVENUE, 3RD FLOOR

NEW YORK NY 10022  
(212) 257-2450

REF:

(US)

544J1/AC531/4EB



J162916970502uv

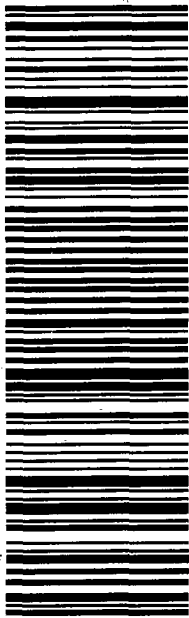
TRK# 7773 1182 8170  
0430

INTL PRIORITY

10:30A

NM JRBA

10022  
NY-US EWR



PRIME CLERK LLC

SEP 27 2016

RECEIVED

After printing this label:

CONSIGNEE COPY - PLEASE PLACE IN FRONT OF POUCH

1. Fold the printed page along the horizontal line.
2. Place label in shipping pouch and affix it to your shipment.

**Warning:** Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

**LEGAL TERMS AND CONDITIONS OF FEDEX SHIPPING DEFINITIONS.** On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Corporation, its subsidiaries and branches and their respective employees, agents, and independent contractors. The terms "you" and "your" refer to the shipper, its employees, principals and agents. If your shipment originates outside the United States, your contract of carriage is with the FedEx subsidiary, branch or independent contractor who originally accepts the shipment from you. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. AIR CARRIAGE NOTICE. For any international shipments by air, the Warsaw Convention, as amended, may be applicable. The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. ROAD TRANSPORT NOTICE. Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION OF LIABILITY. If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to incorrect declaration of cargo, improper or insufficient packaging, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment or violations by any party of the terms of this agreement. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. NO WARRANTY. We make no warranties, express or implied. CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at [www.fedex.com](http://www.fedex.com).