

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

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<i>In re</i>	: Chapter 11
	:
THE McCLATCHY COMPANY, <i>et al.</i> ,	: Case No. 20-10418 (MEW)
	:
Debtors. ¹	: (Jointly Administered)
	:
-----	x Related Doc. 290

**ORDER PURSUANT TO BANKRUPTCY
CODE SECTIONS 105, 363, 365, AND 554, BANKRUPTCY RULES 6006 AND 9014,
AND LOCAL BANKRUPTCY RULE 6006-1 AUTHORIZING AND APPROVING
EXPEDITED PROCEDURES FOR REJECTION OR ASSUMPTION OF EXECUTORY
CONTRACTS AND UNEXPIRED LEASES AND GRANTING RELATED RELIEF**

Upon the motion (the “**Motion**”)² of the Debtors for an order under sections 105, 363, 365, and 554 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 6006 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), and Rule 6006-1 of the Local Bankruptcy Rules for the Southern District of New York (the “**Local Rules**”) authorizing and approving expedited procedures (the “**Contract Procedures**”) for the Debtors to reject or assume executory contracts and unexpired leases (collectively, the “**Contracts**”) and granting related relief; and the Court having found that it has jurisdiction to consider the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference M-431*, dated January 31, 2012 (Preska, C.J.); and upon consideration of the First Day Declaration; and due and sufficient notice of the Motion having

¹ The last four digits of Debtor The McClatchy Company’s tax identification number are 0478. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors’ proposed claims and noticing agent at <http://www.kccllc.net/McClatchy>. The location of the Debtors’ service address for purposes of these chapter 11 cases is: 2100 Q Street, Sacramento, California 95816.

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



been given under the particular circumstances; and it appearing that no other or further notice is necessary; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED that:

1. The Motion is GRANTED solely to the extent set forth herein.
2. The Debtors are authorized to implement the following approved procedures (the “**Rejection Procedures**”) in connection with the rejection of any Contract of the Debtors during these Chapter 11 Cases:

- a. Rejection Notice. The Debtors will file a notice to reject any Contract (the “**Rejection Notice**”), pursuant to Bankruptcy Code section 365, substantially in the form annexed hereto as Exhibit 1, which shall set forth the following information, based on the best information available to the Debtors and as applicable: (i) the Contract(s) that the Debtors seek to reject; (ii) the name(s) and address(es) of the counterparties to such Contract(s); (iii) the proposed effective date of the rejection for each such Contract (the “**Rejection Date**”), which date may not be before the date of service of the Rejection Notice; (iv) if such Contract is a lease, the personal property to be abandoned, if any, and an estimate of the book value of such property; and (v) the deadlines and procedures for filing objections to the Rejection Notice, as set forth below. The Rejection Notice may list multiple Contracts, provided that the number of Contracts listed on the Rejection Notice shall be limited to no more than 100.
- b. Service of the Rejection Notice. The Debtors will cause the Rejection Notice to be served upon the following parties (collectively, the “**Rejection Notice Parties**”), in the following manner: (i) wherever practicable, by e-mail, as well as by facsimile or overnight delivery service on any non-Debtor Contract counterparty affected by the Rejection Notice, as well as any known counsel to such counterparty, and (ii) by e-mail, as well as by facsimile, overnight delivery service, or first class mail upon (A) William K. Harrington, United States Trustee for Region 2, United States Department of Justice, Office of the United States Trustee, 201 Varick Street, Room 1006, New York, New York 10014, Attn: Benjamin J. Higgins, Esq. (benjamin.j.higgins@usdoj.gov), and Brian S. Masumoto Esq. (brian.masumoto@usdoj.gov); (B) counsel to the DIP Administrative Agent, Choate, Hall & Stewart LLP, Two International

Place, Boston, MA 02110, Attn: Jonathan D. Marshall (jmarshall@choate.com) and Kevin Simard (ksimard@choate.com); (C) counsel to the Chatham Creditors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019; Attn: Andrew N. Rosenberg (arosenberg@paulweiss.com), Elizabeth R. McColm (emccolm@paulweiss.com), and John Weber (jweber@paulweiss.com); (D) proposed counsel to the Committee, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038; Attn: Kristopher M. Hansen (khansen@stroock.com), Frank A. Merola (fmerola@stroock.com), and Gabriel E. Sasson (gsasson@stroock.com); and (E) any party entitled to notice pursuant to Local Bankruptcy Rule 9013-1(b).

- c. Objection Procedures. Parties objecting to a proposed rejection of a Contract must file and serve a written objection so that such objection is filed with this Court and is *actually received* by the following parties (collectively, the “**Objection Service Parties**”) no later than fourteen (14) calendar days after the date the Debtors serve the relevant Rejection Notice: (A) the Debtors, The McClatchy Company, 2100 Q Street, Sacramento, CA 95816, Attn: Billie McConkey (bmccconkey@mcclatchy.com); (B) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 300 S. Grand Avenue, Suite 3400, Los Angeles, CA 90071, Attn: Van C. Durrer II (van.durrer@skadden.com) and Destiny N. Almogue (destiny.almogue@skadden.com); (C) co-counsel for the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119, Attn: Kyle J. Ortiz (kortiz@teamtogut.com) and Amy Oden (aoden@teamtogut.com); (D) William K. Harrington, United States Trustee for Region 2, United States Department of Justice, Office of the United States Trustee, 201 Varick Street, Room 1006, New York, New York 10014, Attn: Benjamin J. Higgins, Esq. (benjamin.j.higgins@usdoj.gov), and Brian S. Masumoto Esq. (brian.masumoto@usdoj.gov); (E) counsel to the DIP Administrative Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: Jonathan D. Marshall (jmarshall@choate.com) and Kevin Simard (ksimard@choate.com); (F) counsel to the Chatham Creditors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019; Attn: Andrew N. Rosenberg (arosenberg@paulweiss.com), Elizabeth R. McColm (emccolm@paulweiss.com), and John Weber (jweber@paulweiss.com); (G) proposed counsel to the Committee, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038; Attn: Kristopher M. Hansen (khansen@stroock.com), Frank A. Merola (fmerola@stroock.com), and Gabriel E. Sasson (gsasson@stroock.com); and (H) any party entitled to notice pursuant to Local Bankruptcy Rule 9013-1(b). Each objection must state with specificity the legal and factual grounds for objection to the proposed rejection or abandonment.

- d. No Objection. If no objection to the rejection of a Contract is timely filed in compliance with subparagraph (c) of this paragraph, such Contract shall be deemed rejected as of the applicable Rejection Date set forth in the Rejection Notice, without further notice, hearing, or order of this Court, unless (i) the Debtors withdraw such Rejection Notice on or prior to the Rejection Date or (ii) the Debtors and the pertinent counterparty or counterparties agree, prior to the Rejection Date, upon another such date.
- e. Unresolved Objections. If a timely objection is filed that cannot be resolved, the Debtors shall file a notice of hearing to consider the unresolved objection. If such objection is overruled or withdrawn, such Contract(s) shall be rejected as of the Rejection Date set forth in the Rejection Notice or such other date as the Debtors and the pertinent counterparty or counterparties otherwise agree.
- f. Consent Orders. Any objection may be resolved without a hearing by an order of the Court submitted on a consensual basis by the Debtors and the objecting party.
- g. No Application of Security Deposits. If the Debtors have deposited funds with a Contract counterparty as a security deposit or other arrangement, such Contract counterparty may not setoff, recoup, or otherwise use such deposit without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contract(s) otherwise agree.
- h. Abandoned Property. The Debtors are authorized, but not directed, at any time on or after the applicable Rejection Date, to remove or abandon any of the Debtors' personal property that may be located on the Debtors' leased premises that are subject to a rejected Contract. The Debtors shall provide notice of their intent to abandon any personal property in the Rejection Notice and in accordance with the abandonment procedures set forth in the *Order Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment of De Minimis Assets*.³
- i. Rejection Damages. Claims arising out of the rejection of Contracts, if any, must be filed on or before the later of (i) 30 days after the Rejection Date and (ii) any applicable claims bar date for filing proofs of claim established in these Chapter 11 Cases. If no proof of claim is timely filed, such claimant shall be forever barred from asserting a claim for damages

³ If the Rejection Date specified in the Rejection Notice with respect to any Contract that is a lease of nonresidential real property predates the removal of any property not otherwise generally described in the Rejection Notice, the Rejection Date will not become effective until such date the property is removed from the leased premises.

arising from the rejection and from participating in any distributions on such a claim that may be made in connection with these Chapter 11 Cases.

3. The Debtors are authorized to implement the following approved

procedures (the “**Assumption Procedures**”) in connection with the assumption and the

assumption and assignment of Contracts during the course of the Debtors’ Chapter 11 Cases:

- a. Assumption Notice. The Debtors will file a notice to assume any Contract (the “**Assumption Notice**”), pursuant to Bankruptcy Code section 365, substantially in the form annexed hereto as Exhibit 2, which shall set forth the following information, based on the best information available to the Debtors and as applicable: (i) the Contract(s) to be assumed; (ii) the name(s) and address(es) of the counterparties to such Contract(s); (iii) the identity of the proposed assignee of such Contract(s) (the “**Assignee**”), if applicable; (iv) the proposed effective date of the assumption for each such Contract (the “**Assumption Date**”), which date may not be before the date of service of the Assumption Notice; (v) the proposed cure amount, if any; and (vi) the deadlines and procedures for filing objections to the Assumption Notice, as set forth below, provided that the number of Contracts listed on the Assumption Notice shall be limited to no more than 100.
- b. Service of the Assumption Notice. The Debtors will cause the Assumption Notice to be served upon the following parties (collectively, the “**Assumption Notice Parties**”), in the following manner: (i) wherever practicable, by e-mail, as well as by facsimile or overnight delivery service on any non-Debtor Contract counterparty affected by the Assumption Notice, as well as any known counsel to such counterparty, and (ii) by e-mail, as well as by facsimile, overnight delivery service, or first class mail upon: (A) William K. Harrington, United States Trustee for Region 2, United States Department of Justice, Office of the United States Trustee, 201 Varick Street, Room 1006, New York, New York 10014, Attn: Benjamin J. Higgins, Esq. (benjamin.j.higgins@usdoj.gov), and Brian S. Masumoto Esq. (brian.masumoto@usdoj.gov); (B) counsel to the DIP Administrative Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: Jonathan D. Marshall (jmarshall@choate.com) and Kevin Simard (ksimard@choate.com); (C) counsel to the Chatham Creditors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019; Attn: Andrew N. Rosenberg (arosenberg@paulweiss.com), Elizabeth R. McColm (emccolm@paulweiss.com), and John Weber (jweber@paulweiss.com); (D) proposed counsel to the Committee, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038; Attn: Kristopher M. Hansen (khansen@stroock.com), Frank A. Merola (fmerola@stroock.com), and Gabriel E. Sasson

(gsasson@stroock.com); and (E) any party entitled to notice pursuant to Local Bankruptcy Rule 9013-1(b).

- c. Objection Procedures. Parties objecting to a proposed assumption of a Contract, including to the proposed cure amount, must file and serve a written objection so that such objection is filed with the Court and is ***actually received*** by the Objection Service Parties no later than twenty-one (21) calendar days after the date the Debtors serve the relevant Assumption Notice.
- d. No Objection. If no objection to the assumption of a Contract is timely filed in compliance with subparagraph (c) of this paragraph, then (i) the Debtors' proposed cure amount with respect to such Contract shall be binding upon the non-Debtor counterparty to the Contract for all purposes in these Chapter 11 Cases and (ii) such Contract shall be deemed assumed as of the Assumption Date set forth in the Assumption Notice, unless (A) the Debtors withdraw such Assumption Notice on or prior to the Assumption Date or (B) the Debtors and the pertinent counterparty or counterparties agree, prior to the Assumption Date, upon another such date.
- e. Unresolved Objections. If an objection to the assumption of any Contract is timely filed and not withdrawn or resolved, the Debtors shall file a notice for a hearing to consider the objection for the Contract(s) to which such objection relates. If such objection is overruled or withdrawn, such Contract(s) shall be assumed as of the Assumption Date set forth in the Assumption Notice or such other date as the Debtors and the pertinent counterparty or counterparties otherwise agree.

4. With regard to Contracts to be assigned, pursuant to Bankruptcy Code section 363(f), the assignment of any Contract shall: (a) be free and clear of (i) all liens (and any liens shall attach to the proceeds in the same order and priority subject to all existing defenses, claims, setoffs, and rights), and (ii) any and all claims (as that term is defined in Bankruptcy Code section 101(5)), obligations, demands, guaranties of or by the Debtors, debts, rights, contractual commitments, restrictions, interests, and matters of any kind and nature, whether arising prior to or subsequent to the commencement of these Chapter 11 Cases, and whether imposed by agreement, understanding, law, equity, or otherwise (including, without limitation, claims and encumbrances that purport to give to any party a right or option to effect any

forfeiture, modification, or termination of the interest of any Debtor or Assignee, as the case may be, in the Contract(s), but only in connection with the assignment by the Debtors to the Assignee); provided that such lienholders and claimants received notice of the assignment of the applicable Contract; and (b) constitutes a legal, valid, and effective transfer of such Contracts and vests the applicable Assignee with all rights, titles, and interests to the applicable Contracts. For the avoidance of doubt, all provisions of an assigned Contract, including any provision limiting assignment, shall be binding on the applicable Assignee.

5. Subject to and conditioned upon the occurrence of a closing with respect to the assumption and assignment of any Contract, and subject to the other provisions of this Order (including the aforementioned Assumption Procedures), the Debtors are hereby authorized in accordance with Bankruptcy Code sections 365(b) and (f) to (a) assume and assign to any Assignees the applicable Contract(s), with any applicable Assignee being responsible only for the post-closing liabilities under the applicable Contract(s) except as otherwise provided for in this Order and (b) execute and deliver to any applicable Assignee such assignment documents as may be reasonably necessary to sell, assign, and transfer such Contract(s).

6. If no timely objection is filed, then any restriction on the assignment of the applicable Contract(s) shall be deemed unenforceable with respect to the proposed assignment by the Debtors.

7. An Assignee shall have no liability or obligation with respect to defaults relating to the assigned Contracts arising, accruing, or relating to a period prior to the applicable closing date.

8. The Debtors are hereby authorized, pursuant to Bankruptcy Code section 363(b), to enter into the consensual amendments as set forth in an Assumption Notice.

9. The 14-day stay required of any assignment of any Contract pursuant to Bankruptcy Rule 6006(d) is hereby waived.

10. The Rejection Procedures shall govern the rejection of Contracts and the Assumption Procedures shall govern the assumption (or assumption and assignment) of Contracts in these Chapter 11 Cases, except to the extent the Debtors and a counterparty or counterparties to a Contract have agreed otherwise in writing, in which case the terms of such agreement shall govern the rejection or assumption of the Contract, as applicable, with respect to such counterparty or counterparties.

11. The Debtors are authorized to abandon any personal property that is located on the premises of any lease to be rejected.

12. Nothing in the Motion or this Order shall be deemed or construed as an approval of an assumption of any lease, sublease, or contract pursuant to Bankruptcy Code section 365.

13. Nothing in the Motion or this Order shall be deemed or construed as:

- (a) an admission as to the validity, amount, or priority of any particular claim against the Debtors;
- (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise to pay any particular claim; (d) an assumption of any executory contract or unexpired lease pursuant to Bankruptcy Code section 365; (e) an implication or admission that any particular claim is of a type specified or defined in the Motion; (e) an admission by the Debtors that a Contract is executory or unexpired, as applicable; or (f) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law.

14. All rights and defenses of the Debtors with respect to any Contract are preserved, including all rights and defenses of the Debtors with respect to any subsequently filed

proof of claim for damages arising as a result of a Contract rejection, including, but not limited to, any right of the Debtors to assert an offset, recoupment, counterclaim, or deduction. In addition, nothing in this Order or the Motion shall limit the Debtors' ability to subsequently assert that any particular Contract is terminated and/or is not an executory contract or unexpired lease, respectively.

15. Notwithstanding the approval of the Contract Procedures, nothing contained in this Order shall prevent the Debtors from seeking to reject or assume any Contract(s) by separate motion.

16. Notwithstanding anything to the contrary contained in this Order, (a) any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under the DIP Financing Orders approved by this Court in the Chapter 11 Cases, and (b) to the extent there is any inconsistency between the terms of such DIP Financing Orders and any action taken or proposed to be taken hereunder, the terms of such DIP Financing Orders shall control.

17. The requirements set forth in Local Bankruptcy Rule 9013-1(b) are satisfied by the contents of the Motion.

18. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

19. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order.

20. The Debtors shall make changes to the forms of Rejection Notice and Assumption Notice that are necessary to conform them to the terms of this Order.

Dated: New York, New York
May 1, 2020

s/Michael E. Wiles
HONORABLE MICHAEL E. WILES
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

REJECTION NOTICE

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP
Shana A. Elberg
Bram A. Strohlic
Four Times Square
New York, New York 10036-6522
Telephone: (212) 735-3000
Fax: (212) 735-2000

TOGUT, SEGAL & SEGAL LLP
Albert Togut
Kyle J. Ortiz
Amy Oden
One Penn Plaza, Suite 3335
New York, New York 10119
Telephone: (212) 594-5000
Fax: (212) 967-4258

– and –

Van C. Durrer, II
Destiny N. Almogue (admitted *pro hac vice*)
300 South Grand Avenue, Suite 3400
Los Angeles, California 90071-3144
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Fax: (213) 687-5600

– and –

Jennifer Madden (admitted *pro hac vice*)
525 University Avenue
Palo Alto, California 94301
Telephone: (650) 470-4500
Fax: (650) 470-4570

Counsel for Debtors and Debtors in Possession

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

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<i>In re</i>	:	Chapter 11
	:	
THE McCLATCHY COMPANY, <i>et al.</i>,	:	Case No. 20-10418 (MEW)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
-----	X	

**[FIRST] OMNIBUS NOTICE OF REJECTION OF [A] CERTAIN EXECUTORY
CONTRACT[S] AND/OR UNEXPIRED LEASE[S]**

¹ The last four digits of Debtor The McClatchy Company's tax identification number are 0478. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <http://www.kccllc.net/McClatchy>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 2100 Q Street, Sacramento, California 95816.

PLEASE TAKE NOTICE that, on [_____], 2020, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered the order [Docket No. ____] (the “**Order**”) granting the motion (the “**Motion**”)² of the Debtors for an order, pursuant to Bankruptcy Code sections 105, 363, 365, and 554, Bankruptcy Rules 6006 and 9014, and Local Bankruptcy Rule 6006-1, authorizing and approving, among other things, expedited procedures for the Debtors to reject executory contracts and unexpired leases (collectively, the “**Contracts**”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order and by this written notice (this “**Rejection Notice**”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule A** attached hereto is hereby rejected effective as of the date (the “**Rejection Date**”) set forth in **Schedule A**, or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.

PLEASE TAKE FURTHER NOTICE that, parties seeking to object to the Debtors’ rejection of any Contract listed on **Schedule A** must file and serve a written objection, so that such objection is filed with the Court and is *actually received* no later than ten calendar days after the date that the Debtors served this Rejection Notice, upon the following parties:

(i) the Debtors, The McClatchy Company, 2100 Q Street, Sacramento, CA 95816, Attn: Billie McConkey (bmconkey@mcclatchy.com); (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 300 S. Grand Avenue, Suite 3400, Los Angeles, CA 90071, Attn: Van C. Durrer II (van.durrer@skadden.com) and Destiny N. Almogue (destiny.almogue@skadden.com); (iii) co-counsel for the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New

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

York, NY 10119, Attn: Kyle J. Ortiz (kortiz@teamtogut.com) and Amy Oden (aoden@teamtogut.com); (iv) William K. Harrington, United States Trustee for Region 2, United States Department of Justice, Office of the United States Trustee, 201 Varick Street, Room 1006, New York, New York 10014, Attn: Benjamin J. Higgins, Esq. (benjamin.j.higgins@usdoj.gov), and Brian S. Masumoto Esq. (brian.masumoto@usdoj.gov); (v) counsel to the DIP Administrative Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: Jonathan D. Marshall (jmarshall@choate.com) and Kevin Simard (ksimard@choate.com); (vii) counsel to the Chatham Creditors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019; Attn: Andrew N. Rosenberg (arosenberg@paulweiss.com), Elizabeth R. McColm (emccolm@paulweiss.com), and John Weber (jweber@paulweiss.com); (viii) proposed counsel to the Committee, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038; Attn: Kristopher M. Hansen (khansen@stroock.com), Frank A. Merola (fmerola@stroock.com), and Gabriel E. Sasson (gsasson@stroock.com); and (ix) any party entitled to notice pursuant to Local Bankruptcy Rule 9013-1(b).

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the rejection of any Contract listed on **Schedule A** shall become effective on the Rejection Date set forth in **Schedule A** without further notice, hearing, or order of this Court, unless (i) the Debtors withdraw such Rejection Notice on or prior to the Rejection Date or (ii) the Debtors and

the pertinent counterparty or counterparties agree, prior to the Rejection Date, upon another such date.³

PLEASE TAKE FURTHER NOTICE that, if a timely objection to the rejection of any Contract listed on **Schedule A** is timely filed and not withdrawn or resolved, the Debtors shall file a notice of hearing to consider the unresolved objection. If such objection is overruled or withdrawn, such Contract(s) shall be rejected as of the Rejection Date set forth in **Schedule A** or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.

PLEASE TAKE FURTHER NOTICE that, any objection may be resolved without a hearing by an order of the Court submitted on a consensual basis by the Debtors and the objecting party.

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order, if the Debtors have deposited funds with a Contract counterparty as a security deposit or other arrangement, the Contract counterparty may not set off or recoup or otherwise use such deposit without further order of the Court, unless the Debtors and the counterparty or counterparties to such Contract(s) otherwise agree.

PLEASE TAKE FURTHER NOTICE that, absent timely objection, any personal property of the Debtors that is listed and described in **Schedule A** shall be deemed abandoned as of the Rejection Date set forth on **Schedule A**.

³ An objection to the rejection of any particular Contract listed in **Schedule A** to this Rejection Notice shall not constitute an objection to the rejection of any other Contract listed in **Schedule A**. Any objection to the rejection of any particular Contract must state with specificity the Contract to which it is directed. For each particular Contract whose rejection is not timely or properly objected to, such rejection will be effective in accordance with this Rejection Notice and the Order.

PLEASE TAKE FURTHER NOTICE that, to the extent you wish to assert any claim(s) arising out of the rejection of your Contract(s) listed on **Schedule A**, you must do so before the later of (i) 30 days after the Rejection Date and (ii) any applicable claims bar date for filing proofs of claim established in these Chapter 11 Cases. **FAILURE TO TIMELY FILE ANY PROOF OF CLAIM SHALL RESULT IN SUCH CLAIM BEING FOREVER BARRED.**

[Concluded on Following Page]

Dated: New York, New York
_____, 2020

THE McCLATCHY COMPANY, *et al.*

By Their Attorneys,

TOGUT, SEGAL & SEGAL LLP

By:

/s/ DRAFT

Albert Togut

Kyle J. Ortiz

Amy Oden

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New York, New York 10119

Telephone: (212) 594-5000

Fax: (212) 967-4258

– and –

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Bram A. Stochlic

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– and –

Van C. Durrer, II

Destiny N. Almogue (admitted *pro hac vice*)

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Los Angeles, California 90071-3144

Telephone: (213) 687-5000

Fax: (213) 687-5600

– and –

Jennifer Madden (admitted *pro hac vice*)

525 University Avenue

Palo Alto, California 94301

Telephone: (650) 470-4500

Fax: (650) 470-4570

Counsel for the Debtors and Debtors in Possession

SCHEDULE A

CONTRACTS TO BE REJECTED

Counterparty	Counterparty Address	Debtor	Description of Contract	Abandoned Personal Property	Rejection Date

EXHIBIT 2

ASSUMPTION NOTICE

SKADDEN, ARPS, SLATE, MEAGHER &
FLOM LLP
Shana A. Elberg
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TOGUT, SEGAL & SEGAL LLP
Albert Togut
Kyle J. Ortiz
Amy Oden
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– and –

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– and –

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Fax: (650) 470-4570

Counsel for Debtors and Debtors in Possession

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

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<i>In re</i>	:	Chapter 11
	:	
THE McCLATCHY COMPANY, <i>et al.</i>,	:	Case No. 20-10418 (MEW)
	:	
Debtors.¹	:	(Jointly Administered)
	:	
-----	X	

**[FIRST] OMNIBUS NOTICE OF ASSUMPTION OF [A] CERTAIN EXECUTORY
CONTRACT[S] AND/OR UNEXPIRED LEASE[S]**

¹ The last four digits of Debtor The McClatchy Company's tax identification number are 0478. Due to the large number of debtor entities in these chapter 11 cases, for which the Debtors have requested joint administration, a complete list of the debtor entities and the last four digits of their federal tax identification numbers is not provided herein. A complete list of such information may be obtained on the website of the Debtors' proposed claims and noticing agent at <http://www.kccllc.net/McClatchy>. The location of the Debtors' service address for purposes of these chapter 11 cases is: 2100 Q Street, Sacramento, California 95816.

PLEASE TAKE NOTICE that, on [_____], 2020, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered the order [Docket No. ____] (the “**Order**”) granting the motion (the “**Motion**”)² of the Debtors for an order, pursuant to Bankruptcy Code sections 105, 363, 365, and 554, Bankruptcy Rules 6006 and 9014, and Local Bankruptcy Rule 6006-1, authorizing and approving, among other things, procedures for the Debtors to assume or to assume and assign executory contracts and unexpired leases (collectively, the “**Contracts**”).

PLEASE TAKE FURTHER NOTICE that, pursuant to the terms of the Order and by this written notice (this “**Assumption Notice**”), the Debtors hereby notify you that they have determined, in the exercise of their business judgment, that each Contract set forth on **Schedule A** attached hereto is hereby assumed or assumed and assigned effective as of the date (the “**Assumption Date**”) set forth in **Schedule A**, or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.

PLEASE TAKE FURTHER NOTICE that the [Debtor / Assignee] has the financial wherewithal to meet all future obligations under the Contract, which may be evidenced upon written request by the counterparty to the Contract, thereby demonstrating that the [Debtor / Assignee] has the ability to comply with the requirements of adequate assurance of future performance.³

PLEASE TAKE FURTHER NOTICE that, the Debtors propose the amounts set forth in **Schedule A** as the cure amounts (the “**Cure Amount**”).

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

³ The Debtors shall provide a counterparty to a Contract to be assumed under the Contract Procedures with evidence of adequate assurance upon such counterparty’s written request to the Debtors’ counsel.

PLEASE TAKE FURTHER NOTICE that parties seeking to object to the Debtors' assumption or assumption and assignment of any Contract listed in **Schedule A** must file and serve a written objection, so that such objection is filed with the Court and is *actually received* no later than ten calendar days after the date that the Debtors served this Assumption Notice, upon the following parties: (i) the Debtors, The McClatchy Company, 2100 Q Street, Sacramento, CA 95816, Attn: Billie McConkey (bmconkey@mcclatchy.com); (ii) counsel to the Debtors, Skadden, Arps, Slate, Meagher & Flom LLP, 300 S. Grand Avenue, Suite 3400, Los Angeles, CA 90071, Attn: Van C. Durrer II (van.durrer@skadden.com) and Destiny N. Almogue (destiny.almogue@skadden.com); (iii) co-counsel for the Debtors, Togut, Segal & Segal LLP, One Penn Plaza, Suite 3335, New York, NY 10119, Attn: Kyle J. Ortiz (kortiz@teamtogut.com) and Amy Oden (aoden@teamtogut.com); (iv) William K. Harrington, United States Trustee For Region 2, United States Department of Justice, Office of the United States Trustee, 201 Varick Street, Room 1006, New York, New York 10014, Attn: Benjamin J. Higgins, Esq. (benjamin.j.higgins@usdoj.gov), and Brian S. Masumoto Esq. (brian.masumoto@usdoj.gov); (v) counsel to the DIP Administrative Agent, Choate, Hall & Stewart LLP, Two International Place, Boston, MA 02110, Attn: Jonathan D. Marshall (jmarshall@choate.com) and Kevin Simard (ksimard@choate.com); (vi) counsel to the Chatham Creditors, Paul, Weiss, Rifkind, Wharton & Garrison LLP, 1285 Avenue of the Americas, New York, New York 10019; Attn: Andrew N. Rosenberg (arosenberg@paulweiss.com), Elizabeth R. McColm (emccolm@paulweiss.com), and John Weber (jweber@paulweiss.com); (vii) proposed counsel to the Committee, Stroock & Stroock & Lavan LLP, 180 Maiden Lane, New York, New York 10038; Attn: Kristopher M. Hansen (khansen@stroock.com), Frank A. Merola

(fimerola@stroock.com), and Gabriel E. Sasson (gsasson@stroock.com); and (ix) any party entitled to notice pursuant to Local Bankruptcy Rule 9013-1(b).

PLEASE TAKE FURTHER NOTICE that, absent an objection being timely filed, the assumption of any Contract listed on **Schedule A** shall become effective on the Assumption Date set forth in **Schedule A** without further notice, hearing, or order of this Court, unless (i) the Debtors withdraw such Assumption Notice on or prior to the Assumption Date or (ii) the Debtors and the pertinent counterparty or counterparties agree, prior to the Assumption Date, upon another such date.⁴

PLEASE TAKE FURTHER NOTICE that, if a timely objection to the assumption of any Contract listed on **Schedule A** is timely filed and not withdrawn or resolved, the Debtors shall file a notice of hearing to consider the unresolved objection. If such objection is overruled or withdrawn, such Contract(s) shall be assumed as of the Assumption Date set forth in **Schedule A** or such other date as the Debtors and the counterparty or counterparties to such Contract(s) agree.

PLEASE TAKE FURTHER NOTICE that, the Debtors reserve the right to remove any Contract from the schedule to an Assumption Notice at any time prior to the Assumption Date (including, without limitation, upon the failure of any proposed assumption and assignment to close).

[Concluded on Following Page]

⁴ An objection to the assumption of any particular Contract listed in **Schedule A** to this Assumption Notice shall not constitute an objection to the assumption of any other Contract listed in **Schedule A**. Any objection to the assumption of any particular Contract must state with specificity the Contract(s) to which it is directed. For each particular Contract whose assumption is not timely or properly objected to, such assumption will be effective in accordance with this Assumption Notice and the Order.

Dated: New York, New York
_____, 2020

THE McCLATCHY COMPANY, *et al.*

By Their Attorneys,

TOGUT, SEGAL & SEGAL LLP

By:

/s/ DRAFT

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Counsel for the Debtors and Debtors in Possession

SCHEDULE A

CONTRACTS TO BE ASSUMED

Counterparty	Counterparty Address	Debtor	Description of Contract	Cure Amount	Assumption Date