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*Counsel for Debtors and Debtors in Possession*

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

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<b><i>In re</i></b>	:	<b>Chapter 11</b>
	:	
<b>JCK LEGACY COMPANY, <i>et al.</i>,</b>	:	<b>Case No. 20-10418 (MEW)</b>
	:	
<b>Debtors.<sup>1</sup></b>	:	<b>(Jointly Administered)</b>
	:	
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**EIGHTH OMNIBUS NOTICE OF REJECTION OF  
CERTAIN EXECUTORY CONTRACTS AND/OR UNEXPIRED LEASES**

<sup>1</sup> The last four digits of Debtor JCK Legacy 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 May 1, 2020, the United States Bankruptcy Court for the Southern District of New York (the “**Court**”) entered the order [Docket No. 401] (the “**Order**”) granting the motion (the “**Motion**”)<sup>2</sup> 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 fourteen (14) 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,

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

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); (viii) 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.<sup>3</sup>

**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** and in accordance with the *Order*

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<sup>3</sup> 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.

*Authorizing and Approving Procedures for the Sale, Transfer, or Abandonment of De Minimis Assets* [Docket No. 459].

**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) thirty (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  
September 15, 2020

JCK LEGACY COMPANY, *et al.*  
By Their Attorneys,  
TOGUT, SEGAL & SEGAL LLP

By:

/s/ Kyle J. Ortiz

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Kyle J. Ortiz  
Amy Oden  
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*Counsel for the Debtors and Debtors in Possession*

**SCHEDULE A**

**CONTRACTS TO BE REJECTED**

#	Counterparty Name	Counterparty Address	Debtor	Description of Contract	Real Property Location	Rejection Date
1	Clear Wireless LLC c/o Sprint Property Services	Clear Wireless LLC c/o Sprint Property Services Sprint Site ID: SF82XC031 Mailstop: KSOPHT0101-Z2650 6391 Sprint Parkway Overland Park, KS 66251-2650  With a copy to: Sprint Law Department Sprint Site ID: SF82XC031 Mailstop KSOpHT0101-Z2020 6391 Sprint Parkway Overland Park, KS 66251-2020 Attn: Real Estate Attorney	The McClatchy Company	That certain Radio/Communication Site License Agreement dated as of January 1, 2017, by and between The McClatchy Company, a Delaware corporation, and Clear Wireless LLC, a Nevada limited liability company, and any amendments or supplements thereto.	1811 22 <sup>nd</sup> Street Sacramento, CA 95816	Upon the Rejection Date of the Shopoff Lease (see line #8 below).
2	Discovery Tree Preschool, Inc. c/o Alix Hall	Discovery Tree Preschool, Inc. c/o Alix Hall P.O. Box 2700 Fair Oaks, CA 95628	The McClatchy Company	That certain Amended and Restated Sublease Agreement dated as of January, 2019, by and between The McClatchy Company, a Delaware corporation, and Discovery Tree Preschool, Inc., a California corporation, and any amendments or supplements thereto.	1625 22 <sup>nd</sup> Street Sacramento, CA 95816	Upon the Rejection Date of the Shopoff Lease (see line #8 below).

#	Counterparty Name	Counterparty Address	Debtor	Description of Contract	Real Property Location	Rejection Date
3	Entravision Communications Corporation	Entravision Communications Corporation 4405 Careyback Avenue Elk Grove, CA 95758	McClatchy Newspapers, Inc.  The McClatchy Company	That certain Lease dated January 25, 1996, by and between the predecessor-in-interest to Entravision Communications Corporation and the predecessor-in-interest to McClatchy Newspapers, Inc., a Delaware corporation, and any amendments or supplements thereto.	1811 22 <sup>nd</sup> Street Sacramento, CA 95816	Upon the Rejection Date of the Shopoff Lease (see line #8 below).
4	Fisher Wireless Service, Inc.	Fisher Wireless Service, Inc. 14530 South Commercial Blythe, CA 92225	McClatchy Newspapers, Inc.  The McClatchy Company	That certain Radio/Communication Site License Agreement dated as of February 15, 2016, by and between McClatchy Newspapers, Inc., a Delaware corporation, and Fisher Wireless Service, Inc., a California corporation, and any amendments or supplements thereto.	1811 22 <sup>nd</sup> Street Sacramento, CA 95816	Upon the Rejection Date of the Shopoff Lease (see line #8 below).
5	HC2 Station Group, Inc. c/o HC2 Broadcasting Holdings Inc.	HC2 Station Group, Inc. c/o HC2 Broadcasting Holdings Inc. 450 Park Avenue, 30 <sup>th</sup> Floor New York, NY 10022	The McClatchy Company	That certain Radio/Communication Site License Agreement dated as of May 1, 2018, by and between The McClatchy Company, a Delaware corporation, and HC2 Station Group, Inc., a Delaware corporation, and any amendments or supplements thereto.	1811 22 <sup>nd</sup> Street Sacramento, CA 95816	Upon the Rejection Date of the Shopoff Lease (see line #8 below).



#	Counterparty Name	Counterparty Address	Debtor	Description of Contract	Real Property Location	Rejection Date
6	MetroPCS California, LLC c/o T-Mobile US, Inc.	MetroPCS California, LLC c/o T-Mobile US, Inc. 12920 SE 38 <sup>th</sup> Street Bellevue, WA 98006 Attn: Lease Compliance Site No.: SC90042M	The McClatchy Company	That certain Radio/Communication Site License Agreement dated as of May 1, 2018, by and between The McClatchy Company, a Delaware corporation, and MetroPCS California LLC, a Delaware limited liability company, and any amendments or supplements thereto.	2100 Q Street Sacramento, CA 95816	Upon the Rejection Date of the Shopoff Lease (see line #8 below).
7	Sacramento-Valley Limited Partnership d/b/a Verizon Wireless	Sacramento-Valley Limited Partnership d/b/a Verizon Wireless One Verizon Way Mail Stop 4AW100 Basking Ridge, NJ 07920	McClatchy Newspapers, Inc.  The McClatchy Company	That certain Lease Supplement dated as of December 6, 2000, between American Tower L.P. and Sacramento-Valley Limited Partnership d/b/a Verizon Wireless, and any amendments or supplements thereto.	1811 22 <sup>nd</sup> Street Sacramento, CA 95816	Upon the Rejection Date of the Shopoff Lease (see line #8 below).
8	SCF – 2100 Q Street Owner, LLC; 2100 Q Street TIC 1 Owner, LLC; 2100 Q Street TIC 2 Owner, LLC; and TIC IV Owner, LLC c/o Shopoff Advisors L.P.	SCF – 2100 Q Street Owner, LLC; 2100 Q Street TIC 1 Owner, LLC; 2100 Q Street TIC 2 Owner, LLC; and TIC IV Owner, LLC, as tenants-in-common (collectively, “ <u>Landlord</u> ”)  c/o Shopoff Advisors L.P. 2 Park Plaza, Suite 700 Irvine, CA 92614 Attn: David Placek and William Shopoff  With a copy to:  Sklar Kirsch LLP 1880 Century Park East, Suite 300	The McClatchy Company	That certain Lease dated as of September 6, 2017, by and between The McClatchy Company, a Delaware corporation, and SCF – 2100 Q Street Owner, LLC, a Delaware limited liability company; 2100 Q Street TIC 1 Owner, LLC, a Delaware limited liability company; 2100 Q Street TIC 2 Owner, LLC, a Delaware limited liability company; and TIC 3 Owner, LLC, a Delaware limited liability company, as tenants-in-common, and any amendments thereto (the “ <u>Shopoff Lease</u> ”).	2100 Q Street Sacramento, CA 95816	The earlier of (a) the date that the Lender receives the Replacement LC or (b) September 30, 2020 (capitalized terms have the meanings assigned to them in the Lease dated as of September 4, 2020, between

#	Counterparty Name	Counterparty Address	Debtor	Description of Contract	Real Property Location	Rejection Date
		Los Angeles, CA 90067 Attn: Andrew T. Kirsch, Esq.				Landlord and SIJ, LLC, the Debtors' successor in interest).
9	Spok, Inc.	Spok, Inc. 3000 Technology Drive, Suite 400 Plano, TX 75074  Spok 6850 Versar Center, Suite 420 Springfield, VA 22151 Attn: General Counsel	McClatchy Newspapers, Inc.  The McClatchy Company	That certain Radio/Communication Site License Agreement dated as of September 1, 2015, by and between McClatchy Newspapers, Inc., a Delaware corporation, and Spok, Inc., a Delaware corporation, and any amendments or supplements thereto.	1811 22 <sup>nd</sup> Street Sacramento, CA 95816	Upon the Rejection Date of the Shopoff Lease (see line #8 above).
10	Sprint Spectrum Realty Company, L.P.	Sprint Spectrum Realty Company, L.P. 4683 Chabot Drive, Suite 100 Pleasanton, CA 94588	McClatchy Newspapers, Inc.  The McClatchy Company	That certain PCS Site Agreement dated May 5, 1996, by and between Sprint Spectrum, L.P., a Delaware limited partnership, and McClatchy Newspapers, Inc., a Delaware corporation, and any amendments or supplements thereto.	1811 22 <sup>nd</sup> Street Sacramento, CA 95816	Upon the Rejection Date of the Shopoff Lease (see line #8 above).
11	T-Mobile West LLC c/o T-Mobile USA, Inc.	T-Mobile West LLC c/o T-Mobile USA, Inc. 12920 SE 38 <sup>th</sup> Street Bellevue, WA 98006 Attn: Lease Compliance Site No.: SC 06003	McClatchy Newspapers, Inc.  The McClatchy Company	That certain Communications Site Lease Agreement dated as of August 30, 1995, between the predecessor-in-interest to T-Mobile West LLC, a Delaware limited liability company, and McClatchy Newspapers, Inc., a Delaware corporation, and any amendments or supplements thereto.	1801 22 <sup>nd</sup> Street Sacramento, CA 95816	Upon the Rejection Date of the Shopoff Lease (see line #8 above).