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Counsel to the Plan Administrator for the Debtors

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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	:	
In re:	:	Chapter 11
	:	
Gawker Media LLC, <i>et al.</i> , ¹	:	Case No. 16-11700 (SMB)
	:	
Debtors.	:	(Jointly Administered)
	:	
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**NOTICE OF FILING OF AMENDMENT TO
STALKING HORSE ASSET PURCHASE AGREEMENT**

PLEASE TAKE NOTICE that, on May 29, 2018, William D. Holden, as the plan administrator (the “Plan Administrator”) for Gawker Media LLC (“Gawker Media”), Gawker Media Group, Inc. (“GMGI”), and Gawker Hungary, Kft. “v.a.”, f/k/a Kinja, Kft. (“Gawker Hungary”), the debtors and debtors in possession (collectively, the “Debtors”) in the above-captioned chapter 11 cases (the “Chapter 11 Cases”) filed the *Plan Administrator’s Motion For (I) an Order (A) Authorizing and Approving Bidding Procedures, Breakup Fee and Expense Reimbursement, (B) Authorizing and Approving the Plan Administrator’s, on Behalf of the Debtors, Entry Into the Stalking Horse Asset Purchase Agreement, (C) Approving Notice Procedures, (D) Scheduling a Sale Hearing and (E) Approving Procedures for Assignment of*

¹ The last four digits of the taxpayer identification numbers of the Debtors are: Gawker Media LLC (0492); Gawker Media Group, Inc. (3231); and Gawker Hungary, Kft. “v.a.” (5056). The offices of the Debtors are located at 44 Lynden Street, Rye, New York 10580.

Certain Contracts and (II) an Order (A) Authorizing the Sale of the Debtors' Gawker.com Assets Free and Clear of All Claims, Liens, Rights, Interests and Encumbrances, (B) Approving the Asset Purchase Agreement and (C) Authorizing the Plan Administrator, on Behalf of the Debtors, to Assign Certain Executory Contracts of the Debtors [Docket No. 1135] (the "Motion"), which included as Exhibit C thereto a stalking horse asset purchase agreement (the "Stalking Horse APA") with Didit Holdings, LLC, as buyer (the "Stalking Horse Bidder").

PLEASE TAKE FURTHER NOTICE that, the Plan Administrator hereby submits as **Exhibit A** hereto a true and correct copy of Section 1.02 of the Disclosure Schedules (as defined in the Stalking Horse APA), which sets forth the Excluded Assets (as defined in the Stalking Horse APA).

PLEASE TAKE FURTHER NOTICE that, the Plan Administrator hereby submits as **Exhibit B** hereto a true and correct copy of Amendment 1 to the Stalking Horse APA.

Dated: June 18, 2018
New York, New York

/s/ Gregg M. Galardi
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Exhibit A

Section 1.02 of the Disclosure Schedules

Section 1.02 Excluded Assets.

Google G Suite Business Accounts and associated applications

Bank accounts

Service agreements with professionals

American Express accounts

Cloud storage account(s)

Slack, Basecamp or other communications/messaging platform accounts

Shares of VOX Media, Inc.

Intercompany assets

Shares of equity or partnership interests

Historical books and records (including but not limited to QuickBooks and NetSuite)

The following potential claims and causes of action:

Any and all claims and causes of action arising out of or related to the Assets (or the proceeds thereof), including but not limited to any claims and causes of action against Peter Thiel individually and Thiel Capital LLC.

Exhibit B

Amendment 1 to the Stalking Horse APA

AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT

This **AMENDMENT NO. 1 TO ASSET PURCHASE AGREEMENT**, entered into as of June 4, 2018 (this "Amendment"), amends that certain Asset Purchase Agreement, dated as of May 29, 2018, by and among Gawker Media Group, Inc., a Cayman Island exempted company ("Holdco"), Gawker Media LLC, a Delaware limited liability company ("GM LLC"), Gawker Hungary, Kft. "v.a.", f/k/a Kinja, Kft., a Hungarian corporation ("Gawker Hungary"), and together with Holdco and GM LLC, "Sellers"), and Didit Holdings, LLC, a Delaware limited liability company ("Buyer") (the "Asset Purchase Agreement").

WHEREAS, during the period between the date the Asset Purchase Agreement was entered into and the date hereof, Peter Thiel ("Mr. Thiel") and Thiel Capital LLC (together with Mr. Thiel, the "Thiel Parties") have requested an amendment to the Asset Purchase Agreement in accordance with the terms of that certain Release Agreement, dated as of April 24, 2018, by and among Sellers, the Thiel Parties and William D. Holden, solely in his capacity as plan administrator for Sellers; and

WHEREAS, pursuant to Section 9.08 of the Asset Purchase Agreement, Sellers and Buyer desire to amend the Asset Purchase Agreement in connection with the Thiel Parties' request;

NOW, THEREFORE, in consideration of these premises, the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Certain Definitions. Section 1.02 of the Disclosure Schedules (as defined in the Asset Purchase Agreement) is hereby amended and replaced in its entirety with the following:

Google G Suite Business Accounts and associated applications

Bank accounts

Service agreements with professionals

American Express accounts

Cloud storage account(s)

Slack, Basecamp or other communications/messaging platform accounts

Intercompany assets

Shares of equity or partnership interests

Historical books and records (including but not limited to QuickBooks and NetSuite)

All of Sellers' rights, title and interest in and to the following potential claims and causes of action:

Any and all claims and causes of action arising out of or related to the Assets (or the proceeds thereof), including but not limited to any Claims (as defined in that certain Release Agreement, dated as of April 24, 2018, by and among Sellers, Peter Thiel, Thiel Capital LLC and William D. Holden, solely in his capacity as plan administrator for Sellers (the "Release Agreement")) and any similar or derivative causes of action

against Peter Thiel, Thiel Capital LLC or their Released Persons (as defined in the Release Agreement).


2. Entire Agreement. The Asset Purchase Agreement and this Amendment constitute the entire agreement of the parties hereto with respect to the subject matter thereof and hereof and supersede all prior agreements, both written and oral, by the parties with respect to the subject matter thereof.
3. General. This Amendment may be executed in any number of counterparts (including by facsimile, .pdf or other electronic means), all of which together shall constitute a single original instrument. The Asset Purchase Agreement, as hereby amended, shall remain in full force and effect. The provisions set forth in Article 9 (Miscellaneous) of the Asset Purchase Agreement are deemed incorporated by reference herein, *mutatis mutandis*.

[remainder of page intentionally left blank]


The parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLERS

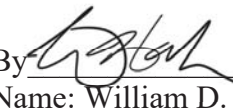
GAWKER MEDIA GROUP, INC.

By 
Name: William D. Holden
Title: Authorized Signatory

GAWKER MEDIA LLC

By 
Name: William D. Holden
Title: Authorized Signatory

GAWKER HUNGARY, KFT. "v.a."

By 
Name: William D. Holden
Title: Authorized Signatory

BUYER

DIDIT HOLDINGS, LLC

By: did-it.com, LLC, its sole member

By 

Name: Bert E. Brodsky

Title: Manager