

**Fill in this information to identify the case:**

Debtor 1 Gawker Media, LLC

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Southern District of New York

Case number 16-11700

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



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

12/15

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?** Everbank Commercial Finance, Inc.  
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?**  No  
 Yes. From whom? \_\_\_\_\_

3. **Where should notices and payments to the creditor be sent?** **Where should notices to the creditor be sent?** **Where should payments to the creditor be sent? (if different)**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Everbank Commercial Finance, Inc.  
Name \_\_\_\_\_ Name \_\_\_\_\_

10 Waterview Blvd  
Number Street \_\_\_\_\_ Number Street \_\_\_\_\_

Parsippany, NJ 0705  
City State ZIP Code \_\_\_\_\_ City State ZIP Code \_\_\_\_\_

Contact phone 973-576-0533 Contact phone \_\_\_\_\_

Contact email bwellford@everbank.com Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. **Does this claim amend one already filed?**  No  
 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?**  No  
 Yes. Who made the earlier filing? \_\_\_\_\_

**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: 5 6 1 6

7. How much is the claim? \$ 9,132.75. 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.  
See attached Lease Agreement

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. \$ 0.00

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 all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ \_\_\_\_\_
- Up to \$2,775\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_
- Wages, salaries, or commissions (up to \$12,475\*) 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). \$ \_\_\_\_\_
- Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_
- Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_
- Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. \$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

**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:

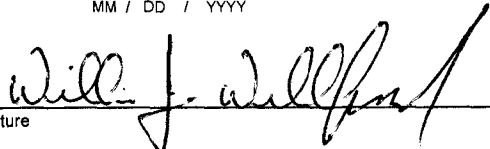
- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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 08/22/2016  
MM / DD / YYYY

  
 \_\_\_\_\_  
 Signature

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

Name William John Wellford  
First name Middle name Last name

Title Workout Manager

Company Everbank Commercial Finance, Inc.  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 10 Waterview Blvd  
Number Street  
Parsippany, NJ 07054  
City State ZIP Code

Contact phone 973-576-0533 Email bwellford@everbank.com



**Balance Calculation Worksheet**

<b>Gawker Media, LLC</b>		
<b>Lease No: 41245616</b>		
<b>Post-Petition Payments</b>		<b>\$8,473.68</b>
<b>Post-Petition Sales Tax</b>		<b>\$659.07</b>
<b>Total Outstanding Balance</b>		<b>\$9,132.75</b>

**LEASE AGREEMENT**

Please fax completed agreement to 1-866-329-8795  
 Questions or need assistance? Call 1-866-550-8795



This Lease has been written in "Plain English." When we use the words Lessee, You and Your in this Lease, we mean the Lessee indicated below. When we use the words Lessor, We, Us, and Our in this Lease, We mean EverBank Commercial Finance, Inc. Our address is 10 Watervlew Boulevard, Parsippany, New Jersey 07054.

<b>LESSEE INFORMATION</b>	Lessee Name <b>GAWKER MEDIA LLC</b>	Lease Number <b>41245616</b>
	Lessee Billing Address <b>114 Fifth Ave, New York NY 10011</b>	Lessee Phone Number <b>212-655-9524</b>
	Equipment Location (if different from above)	Federal Tax ID Number <b>203040492</b>
<b>SUPPLIER INFORMATION</b>	Supplier Name ("SUPPLIER") and Billing Address <b>EXECUTIVE COLOR SYSTEMS, INC. 42 WEST 39TH STREET 18TH FLOOR NYC 10018</b>	Supplier Phone Number <b>212-302-3555</b>
<b>EQUIPMENT DESCRIPTION</b>	Make/Model/Accessories <b>KONICA MINOLTA BIZHUB C284E</b>	Quantity <b>1</b>
		Serial Number(s)
<b>PURCHASE OPTION</b>	Check one applicable box. If no box is checked or if more than one box is checked, the Fair Market Value Purchase Option will apply. <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 Purchase Option <input type="checkbox"/> Fixed Price Purchase Option - 10% of Total Cash Price	
<b>TERM AND PAYMENT</b>	Initial Lease Term (months): <b>36</b>	Lease Payment: <b>\$275.00</b>
	Advance Lease Payment (Non Refundable) <b>0.00</b>	PLUS APPLICABLE TAX

**TERMS AND CONDITIONS**

**1. LEASE.** You agree to lease the Equipment from Us on the terms and conditions of this lease agreement ("Lease.") The Equipment will be deemed irrevocably accepted by You upon the earlier of a) the delivery to Us of a signed Delivery and Acceptance Certificate or b) 10 days after delivery of the Equipment to You if previously You have not given written notice to Us of Your non-acceptance. The Lease commences on the day the Equipment is delivered to You (the "Commencement Date") and the first Lease payment shall be due on the Commencement Date or any other date that we designate, and the remaining Lease payments will be due on the same day of each subsequent month at an address specified by Us in writing. If more than one Lease payment is required in advance, the additional amount will be applied at the end of the initial or any renewal term. IF THIS LEASE IS REPLACING AN EXISTING LEASE, THE NEW PAYMENT MAY INCLUDE THE BALANCE OF THAT LEASE AND RESULT IN A GREATER AGGREGATE COST TO YOU. YOUR LEASE OBLIGATIONS ARE ABSOLUTE, UNCONDITIONAL AND NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTER CLAIM, EVEN IF THE EQUIPMENT DOES NOT WORK PROPERLY. You authorize us to adjust the Lease Payment up or down by not more than 15% if the total amount we have paid in connection with the purchase, delivery and installation of the Equipment, including any trade-up and buyout amounts (collectively, the "Total Cash Price") differs from the estimated Total Cash Price originally assumed for documentation purposes.

**2. NO WARRANTIES.** You are leasing the Equipment "AS-IS" AND WE MAKE NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**3. EQUIPMENT USE AND MAINTENANCE, RESTOCKING FEE.** You will keep the Equipment at the location stated above and maintain it in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. You will pay for any repairs. It is solely Your duty to remove all sensitive or confidential data stored within the Equipment prior to returning it. You will pay all shipping expenses for the return of the Equipment to Us, to a location in the United States that We designate. We may charge You a restocking fee equal to two (2) lease payments. You agree that You will not take the Equipment out of service and have a third party pay or provide funds to pay the amounts due on this Lease.

**4. ASSIGNMENT.** You agree not to sell, assign or sublease either the Equipment or any right under this Lease without Our prior written consent. We may sell or assign the Lease without notice and the new owner will not be subject to any claims, defenses or setoffs that You may have.

**5. TAXES AND FEES.** You will pay all excise, sales and use, personal property and all other taxes and charges which may be imposed during the term of this Lease, arising from the use, acquisition, ownership or leasing of the Equipment, whether due before or after termination of the Lease. You will reimburse Us for all administrative costs associated with the preparation, filing, payment, and other costs necessary to properly administer taxes associated with the Equipment. Where required by law, We will file the personal property tax returns with respect to the Equipment, and You shall pay Us in advance, and when We require, the taxes that We anticipate will be due during the year. You further agree to pay Us a documentation fee to cover Our expenses in processing this Agreement.

**6. INSURANCE.** You will maintain at Your expense (a) property insurance against the loss, theft or destruction of, or damage to, the Equipment for its full replacement value, naming Us as loss payee, and (b) public liability and third party property insurance, naming Us as an additional insured, and give Us written proof of Your insurance. We reserve the right to reject Your insurance carrier. IF YOU DO NOT GIVE US EVIDENCE OF INSURANCE ACCEPTABLE TO US, WE HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO OBTAIN INSURANCE COVERING OUR INTERESTS FOR THE TERM OF THIS LEASE, INCLUDING ANY RENEWAL OR EXTENSIONS. WE MAY ADD THE COSTS OF ACQUIRING AND MAINTAINING SUCH INSURANCE, AND OUR FEES FOR OUR SERVICES IN PLACING AND MAINTAINING SUCH INSURANCE

(COLLECTIVELY, "INSURANCE CHARGE"), ON WHICH WE MAY EARN A PROFIT. TO THE AMOUNTS DUE FROM YOU UNDER THIS LEASE. Such insurance may duplicate coverage provided under Your existing policy. You will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. You acknowledge that We are not required to secure or maintain any insurance, and We will not be liable to You if We terminate any insurance coverage that We arrange.

**7. PURCHASE OPTION; AUTOMATIC RENEWAL.** If no default exists under this Lease, You will have the option at the end of the initial or any renewal term to purchase all (but not less than all) of the Equipment at the Purchase Option price shown above, plus any applicable taxes. Unless the Purchase Option price is \$1.00, You must give Us at least 90 days written notice before the end of the initial lease term that You will purchase the Equipment or that You will return the Equipment to Us. If You do not give Us such written notice or if You do not purchase or deliver the Equipment in accordance with the terms and conditions of this Lease, this Lease will automatically renew on a monthly basis until You exercise a purchase option or deliver the Equipment to Us.

**8. DEFAULT AND REMEDIES.** You shall be in default under this Lease if (a) You fail to make any Lease payment or other payment within 10 days of its due date, (b) You do not perform any of Your other obligations under this Lease and this failure continues for 10 days, (c) You become insolvent. If a default occurs, We may do one or more of the following: (a) terminate the Lease, (b) require that You immediately pay to Us the balance of unpaid Lease payments plus the present value of the Equipment's anticipated residual value discounted at 3% per annum plus any other amounts due under this Lease, (c) demand that You return the Equipment to Us, and (d) exercise any other legal right or remedy that We may have. If any Lease Payment is not paid to Us within 3 days of its due date, You will owe Us a late charge not to exceed the greater of 10% of each late payment or \$20.00 (or such lesser amount as is the maximum allowable under applicable law.) You will pay all of Our costs and reasonable attorney's fees of enforcing Our rights against You.

**9. OWNERSHIP; UCC.** Unless you have a \$1.00 purchase option, We are the owner of the Equipment and the Lease is a "finance lease" as defined in Article 2A of the UCC; however, in the event it is deemed to be a lease intended for security, You hereby grant to Us a first priority security interest in the Equipment.

**10. INDEMNIFICATION.** You are responsible for any losses, damages, penalties, claims, suits and actions, including attorneys' fees caused by or related to (a) the installation, ownership, use, rental, or possession of the Equipment or (b) any data You store within the Equipment.

**11. TRANSITION BILLING.** In order to facilitate an orderly transaction, including installation and training and to provide a uniform billing cycle, the "Effective Date" of this Agreement will be the date after the installation, as shown on the first invoice. You agree to pay a prorated amount for the period between the installation date and the Effective Date. This payment for the transition period will be based on the Lease Payment prorated on a 30-day calendar month and will be added to your first invoice.

**12. MISCELLANEOUS.** This is the entire agreement between the parties and supersedes all prior agreements, whether oral or written, concerning the subject matter hereof. THE EQUIPMENT WILL BE USED ONLY FOR BUSINESS PURPOSES. YOU CONFIRM THAT YOU DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT. YOU AUTHORIZE US TO CORRECT OBVIOUS ERRORS OR SUPPLY MISSING INFORMATION IN THIS LEASE WITHOUT NOTICE TO YOU. YOU AGREE THAT THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY. YOU CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN NEW JERSEY. IF A SIGNED COPY OF THIS AGREEMENT IS DELIVERED TO US, IT WILL BE BINDING ON YOU; HOWEVER, WE WILL NOT BE BOUND BY THIS AGREEMENT UNTIL WE ACCEPT IT BY MANUALLY SIGNING IT OR BY PURCHASING THE EQUIPMENT SUBJECT TO THE AGREEMENT, WHICHEVER OCCURS FIRST. YOU AND WE EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

**EVERBANK COMMERCIAL FINANCE, INC.**

Lessor  
 X *[Signature]* **Lisha Roa** Date \_\_\_\_\_  
 Authorized Signature **Account Manager**  
 Print Name and Title

**GAWKER MEDIA LLC**

Lessee  
 X *[Signature]* **[Signature]** Date **08/13/2015**  
 Authorized Signature **JOHN APPEL, Manager of Office IT**  
 Print Name and Title

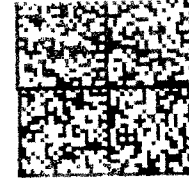
**ACCEPTANCE OF DELIVERY**

You certify that all the Equipment listed above has been furnished to You, and that delivery and installation has been fully completed and satisfactory and therefore you accept the Equipment. Further, all terms and conditions of the Lease have been reviewed and agreed to by You. Upon Your signing below, Your promises herein will be irrevocable and unconditional. We have purchased the Equipment from the above Supplier, when You may contact for your warranty rights, which We transfer to You for the term of the Agreement. We are not the manufacturer, supplier or dealer of the Equipment.

X *[Signature]*  
 Authorized Signature **John Appel, Manager of Office IT** Date **08/13/2015**  
 Print Name and Title

 **EverBank**  
COMMERCIAL FINANCE<sup>SM</sup>  
10 Waterview Blvd  
Parsippany, NJ 07054

DV DANIELS  
NJ 070  
24 AUG '16  
PW 2 1



US POSTAGE  
**\$00.46<sup>5</sup>**  
CLASS

Mailed From 07054  
08/24/2016  
03 1843014

RECEIVED

AUG 29 2016

**PRIME CLERK LLC**

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

10022-256975

