
DMG - 10
TRAFFIC CONSULTANT'S CONCERNS REGARDING SIMULTV

Forwarding email communication

Maureen Cooper <maureen@maybackstv.com>

Sat 10/30/2021 5:36 PM

To: ernestjohnson lacapfund.com <ernestjohnson@lacapfund.com>

Dear Ernest;

I requested closed caption waiver document, and ad traffic sheets, clarifying need to know frequency and what type of payment. First, second and third response was that they did not have any ads. Then when asked for traffic sheets again, they showed ads, but no frequency or how they are paid, as requested. They would not send over a copy of the promo they were running, specifically, I wanted to check out what they call FL recycling computer promo, since I had seen that type of promo air on there networks, and it had cigarette smoking, person with an automatic or rifle gun, getting ready to shoot - but the essence looked like an advisory that shoots people, with a cigarette hanging out of his mouth smoking. That would be a definite PSA we would not approve for the communities we serve, and I had concerns over that. I could not determine as Sonya just refused to send over. It was a draining experience, and that was not even part of the job description; I'm here to review all the traffic sheets and make sure the FCC rules are abided by for broadcasting the programming. Very hard to get information from Sonya, as she surprisingly reported no ads, and then changed her reporting, and reported ads with no revenues noted for payouts, or paid, and/or frequency, plus the promos, PSA's still needing to approve. Very frustrating. But, perhaps we can progress from here. Let me know if I should send these over now.

Thank you,

Maureen Cooper
Traffic Consultant,
Developers and Managers Group
Affiliate Relations
Maureen@MaybacksTV.com
(p) 480-408-0424 (t) 602-731-8217
www.MaybacksGlobal.com

DMG - 11
NOTICE OF EVENTS OF DEFAULTS
DMG TO SIMULTV 10.15.2021

DÉVELOPERS & MANAGERS GROUP, LLC
3313 GOVERNMENT STREET, SUITE G
BATON ROUGE, LOUISIANA 70860
(225) 413-3219
Email: ernestjohnson@lacapfund.com

**LETTER OF INTENT REGARDING PURCHASE OF A
40% OWNERSHIP INTEREST & LMA
WRITTEN NOTICE – EVENTS OF DEFAULT – REQUEST TO CURE**

October 15, 2021

Mr. Steven Turner
SimulTV

Please be advised that in accordance with Section 12.3 in the above referenced Agreement signed by Developers & Managers Group, LLC, (“Developers”). Interconnect Media Network Systems, LLC d/b/a SimulTV (“SimulTV”), and Maybacks Global Entertainment, LLC dba Holyfield TV Networks (“Holyfield”) (the “Agreement”), this Notice is sent to you as a representative of SimulTV providing SimulTV written notice specifying the event or events outlined below that, if not cured will constitute an Event of Default, if such events of default have not been cured within the specified time.

1. **Section 12.3** An Event of Default of the “Actual Agreement” shall not be deemed to have occurred until 90 days (or in the event of SimulTV’s failure to compensate Developers as provided herein, three (3) (calendar days) after the defaulting party has received from the non-defaulting party written notice specifying the event or events that, if not cured would constitute an Event of Default, and such event of default has not been cured.
2. Developers’ full authority to control the operation of the Station (LOI, p.1, paragraph 4). [On or about September 23, 2021 SimulTV’s team members without Developers’ authorization entered the K29D transmitter site in Monroe and performed unauthorized work on and around Developers transmitter equipment without Developers’ authority. This matter is being investigated for possible charges for damage to property].
3. SimulTV and Developers agree to cooperate to make this “Letter of Intent” work (LOI, p. 1, paragraph 6). [I spent most of this week clearing up confusion with the tower owners caused by SimulTV’s representatives despite a cease and desist being issued. Developers will not interfere with SimulTV and its vendors and has requested the same cooperation from SimulTV without and success. Additionally, SimulTV has failed to timely respond to Developers’ Traffic Consultant many requests],
4. Holyfield agreed to participate by originating programming (LOI, p. 1, paragraph 2) [Since this is one of the conditions of the assignment by Holyfield of its contract with Developers. If SimulTV continues to not honor this condition it will result in termination of the assignment].
5. Until said acquisition is consummated, SimulTV wishes to deliver and make available, along with Holyfield, Programming to Developers (LOI, p. 1 paragraph 3), [SimulTV must continue to pay Holyfield the monthly compensation paid at the time this Agreement was

assigned which include all back payments. This default must be cured within 3 days of this Notice.

Mr. Steven Turner'

SimulTV

October 15, 2021

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6. Grants SimulTV the option to purchase by paying the amount hereby requested and to continue to fulfill programming requirements from 5 to 20 channels including programming, scheduling and delivering the content in the form of linear channels therefor gaining ownership of 40% of the market or book value whichever is greater for each station. (LOI, p.2, paragraph 1.2). **[SimulTV provided the cash portion late and has failed to execute a promissory note for the remainder. This default must be cured within 3 days of this Notice].**
7. Both parties will utilize the option of a 60-40% equity profit split, with Developers at 60% and SimulTV at 40%, however, still retaining the option of 60-40% ownership (LOI, p.2, paragraph 1.2). **[On information and belief, Developers believe that SimulTV has equity profits. This default must be cured within 3 days of this Notice].**
8. For sales and advertising revenue and subject to the 15% withholding addressed in part 1.1 until the total purchase price is reached, Developers will receive 40% and SimulTV will receive 60% of the monthly/annual rental income from the lease of each sub-channel (LOI, p. 2, paragraph 1.3). **[In order to withhold Developers must be the entity receiving all sales and advertising revenue. This default must be cured within 3 days of this Notice]**
9. Developers is responsible for the cost of installing the transmitter devices in K29-D and K4-D with the FCC reimbursement funds (LOI, p. 3, paragraph 1.4). **[Developers not SimulTV any interference with this process by SimulTV constitutes a contract default].**
10. SimulTV warranted that it was organized under the laws of the State of Arizona which it is not (LOI, p. 4, paragraph 8.1) **[Another contract default].**
11. After the transmission equipment is installed by Developers' representative, SimulTV will be responsible for the cost of installing the initial encoder and decoders, and internet "Hot Boxes" or desired internet protocol that enable the IP signal delivery of the networks, which will be shared ownership with both parties (LOI, p. 3, paragraph 1.5). **[SimulTV is responsible for paying the cost of installing the initial encoder and decoders, and internet "Hot Boxes" not installation which the "SimulTV Team" did on or about September 23, 2021].**

I had really hoped that this project was moving forward and working together. However, after putting out fires this week while simultaneously working with engineers to submit paperwork with the FCC prior to the October 18, 2021 deadline has been very challenging. If we cannot work together why try? You are expected to cure these defaults in accordance with the time period allotted in the Agreement.

Sincerely,

Ernest L. Johnson

Manager, DMG

Cc: Priscella Holyfield, Programmer "Holyfield." Maureen Cooper, Traffic Consultant

DEVELOPERS & MANAGERS GROUP, LLC
3313 GOVERNMENT STREET, SUITE G
BATON ROUGE, LOUISIANA 70806
(225) 413-3219

BY: EMAIL

October 22, 2021

Mr. Christopher E. Gatewood
Threshold Counsel, PC
1905 Huguenot Rd, Suite 200
Richmond, Virginia 23235

RE: Written Notice – Events of Default – Request to Cure

Dear Mr. Gatewood:

This letter is written in reply to your letter dated October 18, 2021. To our knowledge there are five agreements involved with the relations of the three parties in these matters as set out below:

1. Letter of Intent Regarding Purchase of a 40% Ownership Interest (“LOI”) (Developers, IMNS and Holyfield)
2. Local Management Agreement (“LMA”) (Developers, IMNS and Holyfield)
3. Assignment of LOI (Holyfield to IMNS (LA law requires assignment agreements to be in writing to be effective.
4. Assignment of LMA (Holyfield to IMNS (LA law requires assignment agreements to be in writing to be effective.
5. Actual Agreement not executed.

The written notice of events of default and request to cure dated October 15, 2021 from Developers to IMNS*dba SimulTV was sent pursuant to the terms of the LOI/LMA. Your response dated October 18, 2021 makes many claims from “there is no actual agreement to there are no events of default.” IMNS representatives entered Developer’s lease facility without prior approval, provided no monthly operating reports for August and September; no programming for October, etc. Therefore, IMNS has failed to cure any of the events of default within the allotted 3 day cure period.

K04-D and K29-D has been broadcasting SimulTV promos since August and we believe SimulTV has paid rent for two months. We are not aware of what IMNS has done to help Developers obtain FCC licenses. Additionally, there is no conflict as alleged by your client between Holyfield, IMNS and Developers giving IMNS the right to terminate Holyfield’s programming agreement as provided in the LOI/LMA.

Mr. Christopher E. Gatewood
Threshold Counsel, PC
October 22, 2021
Page 2

Therefore, Developers hereby terminate the LOI/LMA Agreement. Pursuant to the extension provision in the LOI/LMA, Developers hereby grants IMNS seven days from the date of this letter to take the following action: (1) provide copies of the Holyfield/IMNS assignment agreements; (2) withdrawal of IMNS's termination of Holyfield assignment contracts; (3) respond to all requests from Developers' Traffic Consultant in order to begin program broadcast November 1st; and (4) execute an actual agreement after which Developers will not file any criminal charges for unauthorized entry and work around its transmission equipment.

I do not have time to compile all of my emails and when you see them you will see that I always end with the statement "please let me know if I can be of any assistance". I have not receive any responses from IMNS requesting assistance. Again if I can be of assistance in keeping this project successfully moving forward please advise.

Sincerely,

Ernest A. Johnson

Manager

Cc: Interconnect Media Network Systems, LLC dba SimulTV
Maybacks Global Entertainment LLC dba Holyfield TV Networks

DMG - 12

**WRITTEN NOTICE – TERMINATION & EXTENSION
DMG TO SIMUL TV 11.22.2021**

DEVELOPERS & MANAGERS GROUP, LLC
3313 GOVERNMENT STREET, SUITE G
BATON ROUGE, LOUISIANA 70860
(225) 413-3219

Email: ernestjohnson@lacapfund.com

LETTER OF INTENT REGARDING PURCHASE OF A
40% OWNERSHIP INTEREST & LMA
WRITTEN NOTICE – TERMINATION & EXTENSION

October 22, 2021

VIA EMAIL

Attorney Christopher E. Gatewood
Threshold Counsel, PC
1905 Huguenot Rd., Suite 200
Richmond, Virginia 23235
chris@threshold.cc

Dear Attorney Gatewood:

Thank you for your letter dated October 18, 2021 notifying Developers & Managers Group, LLC (“Developers”) that your firm represents Interconnect Media Network Systems, LLC dba SimulTV in this matter. We agree with you that the “Actual Agreement” has not been executed. However, the Events of Default referenced in the October 15, 2021 Written Notice – Termination & Extension are authorized by Section 11.1

Unfortunately, your letter failed to outline how your client intends to cure any of the clearly listed Events of Default. Therefore, Developers as the non-defaulting party hereby terminate the Letter of Intent with SimulTV pursuant to Section 11.1(iii).

Please be advised that in accordance with Section 12.3 in the above referenced Agreement signed by Developers & Managers Group, LLC, (“Developers”). Interconnect Media Network Systems, LLC d/b/a SimulTV (“SimulTV”), and Maybacks Global Entertainment, LLC dba Holyfield TV Networks (“Holyfield”) (the “Agreement”), this Notice is sent to you as a representative of SimulTV providing SimulTV written notice specifying the event or events outlined below that, if not cured will constitute an Event of Default, if such events of default have not been cured within the specified time.

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Mr. Steven Turner
SimulTV
October 22, 2021
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Sincerely,

Ernest L. Johnson
Manager, DMG

Cc: Priscella Holyfield, Programmer "Holyfield"
Maureen Cooper, Traffic Consultant