Case 18-30052 Claim 18-2 Filed 01/28/19 Desc Main Document Page 1 of 3

Fill in this information to identify the case:					
Debtor 1 KLS Acquisition Corp.					
Debtor 2					
(Spouse, if filing)					
United States Bankruptcy Court Northern District of Illinois					
Case number: 18–30052					

FILED

U.S. Bankruptcy Court Northern District of Illinois

1/28/2019

Jeffrey P. Allsteadt, Clerk

Official Form 410
Proof of Claim

04/16

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 Clair	m				
1.Who is the current creditor?	Chicago Tribune Media Group				
or ounter t	Name of the current creditor (the person or entity to be paid for this claim)				
	Other names the creditor used with the debtor Tribu	une Publishing Company (formerly, tronc, Inc.)			
2.Has this claim been acquired from someone else?	✓ No ☐ Yes. From whom?				
3.Where should notices	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)			
and payments to the creditor be sent?	Chicago Tribune Media Group	Richard K. Hausmann			
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name	Name			
	Will Johnson 2501 S. State Hwy 121 Bus. 800B Lewisville, TX 75067	2501 S. State Hwy 121 Business, Bldg 800B			
	Ecwisvine, 1A 75007	Lewisville, TX 75067			
	Contact phone469–528–9455	Contact phone 469–528–9890			
	Contact email wiljohnson@tronc.com	Contact email rhausmann@tribpub.com			
	Uniform claim identifier for electronic payments in chapter 1	3 (if you use one):			
4.Does this claim amend one already filed?	No✓ Yes. Claim number on court claims registry (if known	10 12/03/2016			
5.Do you know if anyone	. ☑ No	MM / DD / YYYY			
else has filed a proof of claim for this claim?	Yes. Who made the earlier filing?				

Official Form 410 Proof of Claim page 1

Case 18-3005 Part 2: Give Information		Claim 18-2 It the Claim as o	Filed 01/28/ of the Date the 0		Docume	ent Pag	e 2 of 3
6.Do you have any number you use to identify the debtor?		No Yes. Last 4 digits of	the debtor's accoun	t or any number you use	to identify the	e debtor:	7288
7.How much is the claim?	\$	372291.71	——— ☑ No □ Ye	this amount included bes. Attach statement ther charges required	itemizing in	nterest, fees	s, expenses, or
8.What is the basis of the claim?	deat Banl Limi	h, or credit card. kruptcy Rule 300 t disclosing inforr	ld, money loaned Attach redacted 1(c). nation that is ent	d, lease, services per copies of any docun itled to privacy, such to petition date. (See	rformed, penents suppo	ersonal injury orting the cla	y or wrongful aim required by
9. Is all or part of the claim secured?	☑ N	No 'es. The claim is Nature of prop Real estate. Motor vehicle Other. Descr	erty: If the claim is s Proof of Claim e	n on property. secured by the debto Attachment (Official	or's principa I Form 410-	.l residence, -A) with this	file a Mortgage Proof of Claim.
		interest (for exa	— I copies of docun mple, a mortgag	nents, if any, that she e, lien, certificate of as been filed or recor	title, financi	e of perfecti ng stateme	on of a security
		Value of prope	rty:	\$		_	
		Amount of the secured:	claim that is	\$		_	
		Amount of the unsecured:	claim that is	\$		_ùnsecured	of the secured and amounts should amount in line 7.)
		Amount neces date of the pet	sary to cure any ition:	y default as of the	\$		
		Annual Interes	t Rate (when ca	se was filed)		%	
		☐ Fixed ☐ Variable					
10.ls this claim based on a lease?		No Yes. Amount n	ecessary to cur	e any default as of	the date o	f the petitic	on.\$
11.Is this claim subject to a right of setoff?		No Yes. Identify the	e property:				

Official Form 410 Proof of Claim page 2

Case 18-30052 Claim 18-2 Filed 01/28/19 Desc Main Document Page 3 of 3 12.Is all or part of the claim V No entitled to priority under Amount entitled to priority Yes. Check all that apply: 11 U.S.C. § 507(a)? A claim may be partly ☐ Domestic support obligations (including alimony and child support) § priority and partly under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). nonpriority. For example, ☐ Up to \$2,850* of deposits toward purchase, lease, or rental of in some categories, the \$ property or services for personal, family, or household use. 11 lawl imits the amount entitled to priority. U.S.C. § 507(a)(7). ☐ Wages, salaries, or commissions (up to \$12,850*) 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 4/1/19 and every 3 years after that for cases begun on or after the date of adjustment. Part 3: Sign Below The person completing Check the appropriate box: this proof of claim must sign and date it. FRBP I am the creditor. 9011(b). I am the creditor's attorney or authorized agent. If you file this claim I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004. electronically, FRBP 5005(a)(2) authorizes courts I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005. to establish local rules specifying what a signature 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. A person who files a I have examined the information in this Proof of Claim and have a reasonable belief that the information is true fraudulent claim could be fined up to \$500,000. imprisoned for up to 5 I declare under penalty of perjury that the foregoing is true and correct. years, or both. 18 U.S.C. §§ 152, 157 and 3571. Executed on date 1/28/2019 MM / DD / YYYY /s/ Richard K. Hausmann Signature Print the name of the person who is completing and signing this claim: Name Richard K. Hausmann Middle name First name Last name Title Senior Manager - Credit & Collection Company Tribune Publishing Company Identify the corporate servicer as the company if the authorized agent is a Address 2501 S. State Hwy 121 Business, Bldg 800 Number Street Lewisville, TX 75067

Official Form 410 Proof of Claim page 3

469-528-9890

Contact phone

City State ZIP Code

Email

rhausmann@tribpub.com

U.S. Bankruptcy Court Northern District of Illinois Debtor: KLS Acquisition Corp.

Case No.: 18-30052

STATEMENT IN SUPPORT OF AMENDED PROOF OF CLAIM

Chicago Tribune Company, LLC, a division of Tribune Publishing Company, formerly tronc, Inc. ("Claimant") files this amended Proof of Claim in the aggregate amount of \$372,291.71 for advertising services performed and publications rendered on behalf of, and for the benefit of, various Debtors d/b/a Home Owners Bargain Outlet or HOBO, prior to the filing of the petition date pursuant to, among other things, that certain revenue contract entered into on or around February 12, 2018 (the "Revenue Contract") and other contract documents, including but not limited to the invoices and terms and conditions of sale. A copy of the Revenue Contract (without exhibits), together with all outstanding invoices, is attached and incorporated by reference.

Claimant provided advertising services under the Revenue Contract to "Home Owners Bargain Outlet 'HOBO" at the direction of and to and for the benefit of Home Owners Bargain Outlet and HOBO. Each of the Debtors jointly-administered under Bankruptcy No. 18-30039 uses both doing business names (i) Home Owners Bargain Outlet and (ii) HOBO; and upon information and belief each of the Debtors benefited from such advertising services. Accordingly, the Debtors are jointly and severally liable for all amounts due and owing for the advertising services provided by Claimant.

Claimant reserves its right to further amend, supplement or modify the amount, the attachments and any other aspect of this Proof of Claim at any time, and reserves all other rights or remedies now or in the future available to it, including, but not limited to, the right to file one or more claims for damages arising from or relating to the breach or rejection, or attempted rejection, of the Revenue Contract or any other executory contract between Claimant and any of the Debtors. The filing of this Proof of Claim shall not constitute a waiver of the right to seek withdrawal of the reference or a consent that any claims or counterclaims Debtor may assert against Claimant are core proceedings or within the constitutional authority of the Bankruptcy Court to enter final findings of fact, conclusions of law or judgments. The filing of this Proof of Claim shall not constitute a consent to the jurisdiction of the Bankruptcy Court or a waiver of any right to a jury trial or a consent to a jury trial being conducted by the Bankruptcy Court.

Home Owners Bargain Outlet "HOBO" Revenue Contract with The Chicago Tribune Company, LLC For the period of 1/1/18 through 12/31/18

HOBO agrees to run advertising with the Chicago Tribune Company, LLC ("Chicago Tribune") totaling at least \$1,400,000.00, during the period of 1/1/18 through 12/31/18. HOBO will receive rates based on the attached rate Exhibit A of this agreement.

In the event that total advertising expenditures in the Chicago Tribune for the contract period do not reach \$1,200,000 (\$200,000 short rate protection), the Chicago Tribune will adjust all advertising rates under this contract 1% higher for every 4% the client falls short. Any applicable adjustments will be shown on HOBO monthly statement after the expiration of the contract period. Inserts, RedEye revenue, Hoy revenue, printing revenue, Tribune Interactive (booked through Chicago Tribune) revenue, ROP color charges, DataWorks Revenue, Chicago Tribune events revenue will count towards the fulfillment of the \$1,400,000.00 commitment. Production charges and all classified advertising charges are not to be included in determining total advertising revenue. Within the \$1,400,000.00 commitment, \$24,018.00 will be invested monthly into HOBO's digital campaign detailed in Exhibit B for a minimum of six months.

HOBO hereby agrees that neither the Chicago Tribune nor any of its agents have made any representation (oral or otherwise) or have entered into any agreement other than as set forth herein. This contract shall not be binding upon the Chicago Tribune until signed by its authorized representative at its office in Chicago, Illinois. The publication of advertising by the Chicago Tribune prior to such signing shall not be construed as an acceptance of this contract, but all such advertising during the contract period shall count towards fulfillment of the \$1,400,000.00 commitment, and shall receive rates as on the attached rate schedule upon signing this agreement.

In the event there are increases in USPS rates, any rates in this Agreement that are impacted by the USPS rates may be revisited by the parties.

The Chicago Tribune may terminate this contract at any time without notice if the advertiser becomes insolvent; is the subject of a bankruptcy petition or is adjudged a bankrupt; makes an assignment for the benefit of creditors. The failure of the Chicago Tribune to exercise this option to terminate this contract shall not be construed as a waiver of our right to do so. This agreement is subject to all the rules and regulations contained in the Chicago Tribune' Company's Retail Advertising rate card in effect at the time of publication which becomes part of this agreement, but such rules and regulations shall not affect the rates provided to HOBO under this agreement.

By: Print: JE224 JeEW1(2 Date 2/14/18

Home Owners Bargain Outlet

Date -

EXHIBITS A & B TO THE REVENUE CONTRACT ARE NOT ATTACHED AS THEY CONTAIN CONFIDENTIAL INFORMATION.

CHICAGO TRIBUNE Chicago, IL 60693-0148

14839 Collections Center Dr

media group

adbilling@tronc.com 844-348-2439

Invoice & Summary

Billed Account Name: Billed Account Number: Invoice Number:

Amount:

Billing Period:

Hobo CU00027288 002040290000

\$372,292.04 10/01/18 - 10/31/18

11/30/18

Due Date: All past due amounts are payable immediately

INVOICE/SUMMARY

Page 1 of 4

invoice				
Date	tronc Reference #	Description	Ad Size/ Units Rate	Gross Total Amount
		Balance Forward	-	333,902.99
09/01/18 10/03/18	CTC2040290	Current Activity Online HOBO_(Sept 2018 Campaign)_9/1/18-10/10/18_Chicago Tribune 20575777		750.00
10/07/18	CTC1439902	CT-Preprint-Sunday Preprint 10/7 CT - Full Run. No TMC HOBO 10/07/2018 Preprint P&D 5873739-1-0	500,234 29.50 Tab TP 35# SCA/4/0.3 2	14,756.90

Current	1-30	31-60	61-90	91+	Unapplie Amount
38,389.05	189,220.17	159,914.37	0.00	0.00	-15,231.5

naperville CHICAGO AM MOTIVE

Béacon-News Courier-News News-Sun NapervilleSun Pioneer Press Post-Tribune Southtown

Please detach and return this portion with your payment.

CHICAGO TRIBUNE Chicago, IL 60693-0148

14839 Collections Center Dr

media group

Return Service Requested

Remittance Section

Billed Period: Billed Account Name: Billed Account Number: Invoice Number:

10/01/18 - 10/31/18 Hobo CU00027288 002040290000

For questions regarding this billing, or change of address notification, please contact Customer Care:

2650 BELVIDERE RD WAUKEGAN IL 60085-6006

Chicago Tribune Company 14839 Collections Center Dr Chicago, IL 60693-0148

Case 18-30052 Claim 18-2 Part 2 Filed 01/28/19 Desc Attachment 1 Page 5 of 25

All orders for (i) print, digital and/or preprint advertising ("Advertising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") available All orders for (i) print, digital and/or preprint advertising ("Advartising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") available at http://fribpub.com/ad-to-terms and (ii) services other than or in addition to publication and/or insertion of advertisements (such as sponsored content creation, website development, advertising strategy design, and search engine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services ("Digital Services Terms and Conditions") available at http://fribpub.com/ad-to-terms. The Standard Terms and Conditions may be updated from time to time, order will be subject to these services terms and conditions and the Standard Terms and Conditions as from time to time, order will be subject to these services terms and conditions and the Standard Terms and Conditions as from time to time in effect on the date you place your order. By placing an order, you accept and agree to the Standard Terms and Conditions as from time to time in effect.

As used in these invoice terms and conditions, tronc, tinc, and any and all of their respective affiliates, as defined in the Ad Publication Terms and Conditions as "Publisher" and in the Digital Services Terms and

FINANCIAL RELATED TERMS

Payments and Disputes
Payment: All involves shall be paid within 15 days of invoice date or as otherwise stated on the invoice/payment schedule set forth in the Insertion Order or the Statements of Work ("SOWS").

Agency Liability: Any obligation of an Advertiser, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Adventiser (or its duty appointed agent) to act on Adventiser's behalf or is otherwise authorized to act on behalf of the Adventiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Adventiser for its dusy appointed agent) to act on Adventiser's benefities and in Section 24 of the incorporated Digital Services Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for payment for all Advertising Services and/or Creation and Digital Services provided and invoiced by each Publisher regardless of any contrary language in any past, contemporaneous or future writing, regardless of payment for all Advertising Services and/or Creation and Digital Services provided and involced by each Fubilisher regardless of whether it receives payment from Advertiser, and regardless of whether the identity of the Agency's cleant is known to such Publisher. In addition, Agency agrees; (a) Publisher will not be bound by any terms, conditions or provisions in any eccument contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, it has all necessary authority to submit or enter into the insertion Order or SOW and or provisions in any eccument contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, that all necessary authority to submit or enter into the insertion Order or SOW and provisions on benaff of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the Insertion Order, the SOW, the terms stated in this invoice and the Standard Terms and Conditions. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the Insertion Order or

Gredit: Credit privileges may be suspended on any Advertiser account that is not paid in accordance with terms or exceeds approved credit limit. For prepaid Advertiser accounts, payment in the form of check, credit card or ACH must be received in advance of space deadline for Advertiser accounts that have not established credit with Publisher. If the Advertiser's account has established credit terms, payments on such accounts may be made by using a credit card, however, such payments must be made by the due date on the invoice. Payments in excess of \$2,500.00 cannot be paid using a credit card. It is the Adventiser's and its agent's responsibility to advise the Publisher's credit department immediately, via registered mail, of any change in business structure or status.

Pricing: For adventising inserts distributed via insertion in Publisher's newspaper and/or via Publisher's non-subscriber distribution program(a), quantity billed is based on the delivery quantity requirements provided Pricing: For adventising inserts distributed via insertion in Publisher's newspaper and/or via Publisher's non-subscriber distribution program(s), quantity piled is based on the delivery quantity requirements provided by Publisher to Advertiser. Delivery quantity requirements are based on an estimated circulation ordered plus an estimate for non-subscriber distribution, if any, plus provision for unsold copies of the newspapers, and an estimated arrount for shipmont and machine spoiltage. Newspaper circulation is variable, therefore, it is recommended that Advertiser or its agent confirm delivery quantity requirements with their advertising sales representative just prior to ordering a print run. However, Publisher shall not be responsible nor provide rate adjustments for shortages or overages in delivery quantity requirements realized through circulation fluctuations or for circulation missed caused by shortages in the Advertiser's insert quantity provided. The terms and conditions of the Rate Cards that apply to the publications in which Advertiser has requested that Ads be published are expressly incorporated herein. If there is a conflict between your insertion Order and the Rate Card, the Insertion Order will control.

Invoice Disputes: Advertiser and its agents waive any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher within a reasonable period not to exceed 10 days.

Late Payment and Collections: Except for invoiced payments that Advertiser or its agent has successfully disputed. Advertiser and the Agency shall be responsible for all costs around by Publisher in connection with the collection of any amounts owing hereunder including, without limitation, collection fees, court costs and reasonable attorneys fees.

No Set-Off

Unless otherwise agreed to by all parties, neither Advertiser nor the Agency may set off against amounts due to Publisher under this invoice any amounts owed by Publisher to Advertiser or the Agency.

Taxes

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amount payable by Advertiser or the Agency. Advertiser and the Agency shall be responsible for all such charges, costs and taxes and all amounts paid and payable by Publisher in discharge of the foregoing taxes. This provision shall survive the termination of any agreement between Publisher and the Advertiser or Agency.

Other Services
Except as staked otherwise, payments by or on behalf of Adversier to Publisher for services or goods other than advertising space, inserts and color shall not be applied toward any revenue totals set forth in the any agreement between Advertiser and Publisher

Rate Changes & Postal Changes
Publisher shall have the right to revise the advertising rates for Advertising Services, as set forth in Section 7.3 of the Ad Publication Terms and Constitions, at any time upon notice to Advertiser or the Agency of such rates. Advertiser may terminate its agreement on the date the new rates become effective by giving written notice within 30 days of such termination. In the event of such termination, Advertiser and the Agency shall be liable for Ads published prior to such termination at the "Current Agreement Rate," defined as the billing rate in effect at the time of publication.

If the United States Postal Service implements a postage cost increase at any time, Advertiser and the Agency understand and agree that the advertising rates for Advertising Services shall be adjusted to reflect that increase automatically upon the effective date of the United States Postal Service increase.

Page 2 of 4

Date	tronc Reference#	y Details Description		ross Total ount
10/10/18	CTC1441039	CT-Preprints Preprint 10/10-10-14 HOBO Print Cost 1	Tab Cust Sup/2/0.1	19,555.94
		Preprint 5923917-1-0	3	
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO WI Store Overpints 5748032-3-0	16,750.00	83.75
10/24/18	CTC1447841	CT Print Only Alternative Week 22 Chicago Sun Times 5748032-4-0	16.00	2,554.06
10/24/18	CTC1447841	CT Print Only Alternative Week 22 Paddock Print/Joliet Herald Ne 5748032-7-0	16.00	440.40
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO Crest Hill 5748032-8-0	16,000.00	32.00
10/24/18	GTC1447841	CT Print Only Alternative Week 22 HOBO Waukegan 5748032-9-0	16,000.00	32.00
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO Villa Park 5748032-10-0	16,000.00	56.00
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO Oak Lawn 5748032-11-0	16,000.00	64.00
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO Franklin Park 5748032-12-0	16,000.00	64.00
		Total Current Advertising		38,389.05

Total: \$372,292.04

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CHICAGO TRIBUNE Chicago, IL 60693-0148

14839 Collections Center Dr

media group

adbilling@tronc.com 844-348-2439

Invoice & Summary

Billed Account Name: Billed Account Number: Invoice Number: Amount: Billing Period:

Due Date:

Hobo CU00027288 001479427000 \$333,902.99 09/01/18 - 09/30/18

10/30/18

INVOICE/SUMMARY

Page 1 of 8

invoic	e & Summar	y Details	4.0	
Date	tronc Reference #	Description	Ad Size/ Units Rate	Gross Total Amount
**************************************		Balance Forward		272,802.46
09/27/1 09/30/1		Payment Received:Ref# 14797 Adjustment, Pub Date - 2018/08/01		-112,888.09 -15,231.55
07/26/1 12/26/1	8 CTC1479427 8	Current Activity Alternative Digital Advertising 5728134		1,000.00
08/01/1 09/12/1	8 CTC1479427 8	Online HOBO_(August 2018 Campaign)_8/1/2018-9/12/2018_Chicago Tribune 20514714		15,596.50

Account Summa	ıry		and the second s		
Current	1-30	31-60	61-90	91+	Unapplied Amount
349,134.54	0.00	0.00	0.00	0.00	-15,231.55
Chicago M Tribum Con		naperville Ws-Sun NapervilleSu	\$00Z		MOTIV8 Fribune Southtown

Please detach and return this portion with your payment.

CHICAGO TRIBUNE Chicago, IL 60693-0148

14839 Collections Center Dr

media group

Return Service Requested

Remittance Section

Billed Period: Billed Account Name: Billed Account Number: Invoice Number:

09/01/18 - 09/30/18 Hobo CU00027288 001479427000

For questions regarding this billing, or change of address notification. please contact Customer Care:

2650 BELVIDERE RO WAUKEGAN IL 60085-6006

Chicago Tribune Company 14839 Collections Center Dr Chicago, IL 60693-0148

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Case 18-30052 Claim 18-2 Part 2 Filed 01/28/19 Desc Attachment 1 Page 9 of 25

All orders for (i) print, digital and/or preprint advertising ("Advertising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") available All orders for (i) print, digital and/or preprint advertising ("Advertising Services") are subject to Prubisher's Advertising Agreement standard Terms and Conditions') available at http://www.tronc.com/ad-lo-terms/adplacement and (ii) services other than or in addition to publication and/or insertion of advertisements (such as sponsored content creation, website development, advertising at http://www.tronc.com/ad-lo-terms/adplacement and (ii) services other than or in addition to publication and/or insertion of advertisements (such as sponsored content creation, website development, advertising at http://www.tronc.com/ad-lo-terms/adcreation, collectively "Creation and Digital Services" are subject to Publisher's Terms and Conditions Content Creation and Digital Services ("Digital Services" (Digital Services Conditions Conditions") available at http://www.tronc.com/ad-lo-terms/adcreation. The Standard Terms and Conditions are foreigned to the conditions of the conditions are foreigned to the conditions of the conditions are foreigned to the conditions of the conditions are foreigned to the conditions and the conditions are foreigned to the conditions are foreigned Conditions and collectively with the Ad Publication Ferris and Conditions, that Standard Ferris and Conditions of the Standard Terms and Conditions and Terms and Conditions as from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time. order, you accept and agree to the Standard Terms and Conditions as from time to lime in effect

As used in these invoice terms and conditions, fronc, Inc. and any and all of their respective affiliates, as defined in the Ad Publication Terms and Conditions as "Publisher" and in the Digital Services Terms and Conditions as "This shall be collectively referred to herein as "Publisher." The Client, as set forth on the face of this invoice, for whose benefit the Advertising Services and/or Creation and Digital Services have been provided as defined in the Ad Publication Terms and Conditions as "Advertiser" and in the Digital Services Terms and Conditions as "Client," shall be collectively referred to herein as "Advertiser"

FINANCIAL RELATED TERMS

Payments and Disputes
Payment. All invaces shall be paid within 15 days of invoice date or as otherwise stated on the invoice/payment schedule set forth in the Insertion Order or the Statements of Work ("SOWs").

Agency Liability: Any obligation of an Advertisec, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Agency Liability: Any congenior of an expension, personne to the lettre seal of the factor of the fa Section 11 of the incorporated Ad Publication Ferms and Conditions and in Section 24 of the incorporated Digital Services Ferms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for payment for all Advertisers Services and/or Creation and Digital Services provided and invoced by each Publisher regardless of any contrary language in any past, contemporaneous or future writing regardless of whether it receives payment from Advertiser and regardless of whether the identity of the Agency's clant is known to such Publisher, In addition, Agency agrees; (a) Publisher will not be bound by any terms, conditions or provisions in any document contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, that all necessary authority to submit or enter into the insertion Order or SOW and or provisions in any occument contrary to the actions of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, place, an order with Publisher on behalf of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among bither representations, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the insertion Order, the SOW, the terms stated in this invoice and the Standard Terms and Conditions. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the insertion Order or

Credit: Credit privileges may be suspended on any Advertiser account that is not paid in accordance with terms or exceeds approved credit limit. For prepaid Advertiser accounts, payment in the form of check, credit card or ACH must be received in advance of space deadline for Advertiser accounts that have not established credit with Publisher. If the Advertiser's account has established credit terms, payments on such accounts card or AC, it must be received in advance or space decision for Advances accounts end named to be made by the due date on the invoice. Payments in excess of \$2,500.00 cannot be paid using a credit card. It is the Advertiser's and its agent's responsibility to advise the Publisher's credit department immediately, via registered mail, of any change in business structure or status.

Pricing: For advertising inserts distributed via insertion in Publisher's newspaper and/or via Publisher's non-subscriber distribution program(s), quantity billed is based on the delivery quantity requirements provided Pricing: For advertising inserts distributed via insertion in Publisher's newspaper and/or via Publisher's non-subscriber distribution program(s), quantity billed is based on the delivery quantity requirements provided by Publisher to Advertiser. Delivery quantity requirements are based on an estimate of circulation ordered plus an estimate for non-subscriber distribution, if any, pius provision for unsold copies of the newspapers, and an estimated amount for supment and machine spoilage. Newspaper circulation is variable, therefore, it is recommended that Advertiser or its agent confirm delivery quantity requirements with hear advertiser expresentative just prior to ordering a print run. However, Publisher shall not be responsible nor provide rate adjustments for shortages or overages in delivery quantity requirements realized through circulation fluctuations or for circulation missed caused by shortages in the Advertiser's insert quantity provided. The terms and conditions of the Rate Cards that apply to the publications in which Advertiser has requested that Ads be published are expressly incorporated herein. If there is a conflict between your fine-erion Order and the Rate Card, the Insertion Order will control.

Invoice Disputes: Advertiser and its agents waive any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher within a reasonable period not to exceed 10 days.

Late Payment and Collections: Except for invoiced payments that Advertiser or its agent has successfully disputed, Advertiser and the Agency shall be responsible for all costs incurred by Publisher in connection with the collection of any amounts owing hereunder including, without limitation, collection fees, court costs and reasonable attorneys fees.

No Set-Off

Unless otherwise agreed to by all parties, neither Advertiser nor the Agency may set off against amounts due to Publisher under this invoice any amounts owed by Publisher to Advertiser or the Agency.

At prices are exclusive of all sales, use and excise taxes, and any other similar taxes, culies and charges of any kind imposed by any governmental authority on any amount payable by Advertiser or the Agency. Advertiser and the Agency shall be responsible for all such charges, costs and taxes and all amounts paid and payable by Publisher in discharge of the foregoing taxes. This provision shall survive the termination of any agreement between Publisher and the Advertiser or Agency.

Except as stated otherwise, payments by or on behalf of Advertiser to Publisher for services or goods other than advertising space, inserts and color shall not be applied toward any revenue totals set forth in the any agreement between Advertiser and Publisher.

Rate Changes & Postal Changes

ublisher shall have the right to revise the advertising rates for Advertising Services, as set forth in Section 7.3 of the Ad Publication Terms and Conditions, at any time upon notice to Advertiser or the Agency of such rational and the rational process of the Agency of such ratio and published prior to such termination at the "Current Agreement Rate," defined as the billing rate in effect at the time of publication.

If the United States Postal Service implements a postage cost increase at any time, Advertiser and the Agency understand and agree that the advertising rates for Advertising Services shall be adjusted to reflect that increase automatically upon the effective date of the United States Postal Service increase.

Page 2 of 8

Date	tronc Reference #	Description	Ad Size/ Units Rate	Gross Total Amount
08/29/18 09/02/18	CTC1419467	CT-Preprint-Sunday Preprint Week 18 HOBO B BUY Preprint P&D 5707996-2-0	271,650 29.50 Brd TP 35# SCA/2/0.3	8,013.68
08/29/18 09/02/18	CTC1419467	Sunday Select-Preprints Preprint Week 18 HOBO B BUY Preprint P&D 5707996-3-0	117,212 29.50 Brd TP 35# SCA/2/0.3 2	3,457.75
09/01/18 09/30/18	CTC1479427	Online HOBO_(Sept 2018 Campaign)_9/1/18-10/10/18_Chicago Tribune 20575777		34,168.00
09/07/18	CTC1479427	Online HOBO_(DMS Web Management)_9/7/18_Chicago Tribune 20655407		45,000.00
09/12/18 09/16/18	CTC1423574	LV Midweek Preprint Week 19 HOBO A BUY Preprint P&D 5709738-1-0	785,903 30.15 Brd TP 35# SCA/2/0.3	23,694.98
09/12/18 09/16/18	CTC1425683	CT-Preprint-Sunday Preprint Week 19 HOBO A BUY Preprint P&D 5709738-2-0	271,650 29.50 Brd TP 35# SCA/2/0.3 2	8,013.68
09/12/18 09/16/18	CTC1425683	Sunday Select-Preprints Preprint Week 19 HOBO A BUY Preprint P&D 5709738-3-0	117,212 29.50 Brd TP 35# SCA/2/0.3	3,457.75
09/12/18 09/16/18	CTC1425683	SubTrib_Daily Southtown Preprint Week 19 HOBO A BUY Preprint P&D 5709738-4-0	20,003 29.50 Brd TP 35# SCA/2/0.3	590.09
09/12/18 09/16/18	CTC1423574	SubTrib_Lake County News Sun Preprint Week 19 HOBO A BUY Preprint P&D 5709738-5-0	5,220 29.50 Brd TP 35# \$CA/2/0.3 2	153.99

Date	tronc Reference#	Description	Ad Size/ Gr Units Rate Amo	oss Tota ount
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Kenosha News 5709825-1-0	16,750.00	485.7 <i>6</i>
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Racine Journal Times 5709825-2-0	16,750.00	502.50
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO WI Store Overpints 5709825-3-0	16,750.00	83.75
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Chicago Sun Times 5709825-4-0	16.00	2,554.06
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Paddock Print/Joliet Herald Ne 5709825-7-0	16.00	440.46
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Crest Hill 5709825-8-0	16,000.00	32.00
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Waukegan 5709825-9-0	16,000.00	32.00
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Villa Park 5709825-10-0	16,000.00	56.00
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Oak Lawn 5709825-11-0	16,000.00	64.0
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Franklin Park 5709825-12-0	16,000.00	64.0

Date	tronc Reference#	Description	Ad Size/ Units	Rate Gross Amount	Total
09/13/18	CTC1424740	SubTrib_Elmwood Pk Elm Leaves Preprint Week 19 HOBO A BUY Preprint P&D 5709816-6-0	1,602 Brd TP 35# SCA/2/0.3 2	25.06	40.15
09/13/18	CTC1424740	SubTrib_River Forest Leaves Preprint Week 19 HOBO A BUY Preprint P&D 5709816-7-0	1,234 Brd TP 35# SCA/2/0.3 2	29,36	36.23
09/13/18	CTC1424740	SubTrib_FranklinPk Herald Jrnl Preprint Week 19 HOBO A BUY Preprint P&D 5709816-8-0	571 Brd TP 35# SCA/2/0.3 2	30.02	17.14
09/13/18	CTC1424740	SubTrib_Doings Hinsdale Preprint Week 19 HOBO A BUY Preprint P&D 5709816-9-0	1,715 Brd TP 35# SCA/2/0.3 2	29.40	50.42
09/13/18	CTC1424740	SubTrib_Doings La Grange Preprint Week 19 HOBO A BUY Preprint P&D 5709816-10-0	5,379 Brd TP 35# SCA/2/0.3 2	29.80	160.30
09/13/18	CTC1424740	SubTrib_Doings Oak Brook Preprint Week 19 HOBO A BUY Preprint P&D 5709816-11-0	3,560 Brd TP 35# SCA/2/0.3 2	29 .53	105.14
09/13/18	CTC1424740	SubTrib_Doings Western Springs Preprint Week 19 HOBO A BUY Preprint P&D 5709816-12-0	1,629 Brd TP 35# SCA/2/0.3	29.83	48.59
09/26/18 10/24/18	CTC1433502	CT Print Only Alternative Week 22 Kenosha News 5748032-1-0		16,750.00	485.75
09/26/18 10/24/18	CTC1433502	CT Print Only Alternative Week 22 Racine Journal Times 5748032-2-0		16,750.00	502.50

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Total Amount
09/26/18 09/30/18	CTC1433734	LV Midweek Preprint Week 20 HOBO B BUY Preprint P&D 5709882-1-0	783,809 Brd TP 35# SCA/2/0.3 2	30.15	23,631.84
09/26/18 09/30/18	CTC1436042	CT-Preprint-Sunday Preprint Week 20 HOBO B BUY Preprint P&D 5709882-2-0	271,650 Brd TP 35# SCA/2/0.3 2	29.50	8,013.68
09/26/18 09/30/18	CTC1436042	Sunday Select-Preprints Preprint Week 20 HOBO B BUY Preprint P&D 5709882-3-0	117,212 Brd TP 35# SCA/2/0.3 2	29.50	3,457.75
09/26/18 09/30/18	CTC1433734	SubTrib_Daily Southtown Preprint Week 20 HOBO B BUY Preprint P&D 5709882-4-0	9,606 Brd TP 35# SCA/2/0.3 2	29.50	283.38
09/26/18 09/30/18	CTC1433734	SubTrib_Lake County News Sun Preprint Week 20 HOBO B BUY Preprint P&D 5709882-5-0	5,220. Brd TP 35# SCA/2/0.3 2	29.50	153.99
09/26/18	CTC1433740	CT Print Only Alternative Week 20 Kenosha News 5709911-1-0		16,750.00	485.75
09/26/18	CTC1433740	CT Print Only Alternative Week 20 Racine Journal Times 5709911-2-0		16,750.00	502.50
09/26/18	CTC1433740	CT Print Only Alternative Week 20 HOBO WI Store Overpints 5709911-3-0		16,750.00	83.75
09/26/18	CTC1433740	CT Print Only Alternative Week 20 Chicago Sun Times 5709911-4-0		16.00	2,554.06

Date	& Summar tronc Reference #	Description	Ad Size/ Units	Rate	Gross Total Amount
09/26/18	CTC1433740	CT Print Only Alternative Week 20 Paddock Print/Jollet Herald Ne 5709911-7-0		16.00	440.40
09/26/18	CTC1433740	CT Print Only Alternative Week 20 HOBO Crest Hill 5709911-8-0		16,000.00	32.00
09/26/18	CTC1433740	CT Print Only Alternative Week 20 HOBO Waukegan 5709911-9-0		16,000.00	32.00
09/26/18	CTC1433740	CT Print Only Alternative Week 20 HOBO Villa Park 5709911-10-0		16,000.00	56.00
09/26/18	CTC1433740	CT Print Only Alternative Week 20 HOBO Oak Lawn 5709911-11-0		16,000.00	64.00
09/26/18	CTC1433740	CT Print Only Alternative Week 20 HOBO Franklin Park 5709911-12-0		16,000.00	64.00
09/27/18	CTC1434094	SubTrib_Elmwood Pk Elm Leaves Preprint Week 20 HOBO B BUY Preprint P&D 5709890-6-0	1,602 Brd TP 35# SCA/2/0.3 2	25.06	40.15
09/27/18	CTC1434094	SubTrib_River Forest Leaves Preprint Week 20 HOBO B BUY Preprint P&D 5709890-7-0	1,234 Brd TP 35# SCA/2/0.0	29.36	36,23
09/27/18	CTC1434094	SubTrib_FranklinPk Herald Jrnl Preprint Week 20 HOBO B BUY Preprint P&D 5709890-8-0	571 Brd TP 35# SCA/2/0.3	30.02	17.14

Date	& Summar tronc Reference #	Description	Ad Size/ Units	Rate	Gross Total Amount
09/27/18	CTC1434094	SubTrib_Doings Hinsdale Preprint Week 20 HOBO B BUY Preprint P&D 5709890-9-0	1,715 Brd TP 35# SCA/2/0.3 2	29.40	50.42
09/27/18	CTC1434094	SubTrib_Doings La Grange Preprint Week 20 HOBO B BUY Preprint P&D 5709890-10-0	5,379 Brd TP 35# SCA/2/0.3	29.80	160.30
09/27/18	CTC1434094	SubTrib_Doings Oak Brook Preprint Week 20 HOBO B BUY Preprint P&D 5709890-11-0	3,560 Brd TP 35# SCA/2/0.3	29.53	105.14
09/27/18	CTC1434094	SubTrib_Doings Western Springs Preprint Week 20 HOBO B BUY Preprint P&D 5709890-12-0	1,629 Brd TP 35# SCA/2/0.3	29.83	48.59
	·	Total Current Advertising			189,220.17

Total: \$333,902.99

CHICAGO TRIBUNE Chicago, IL 60693-0148

14839 Collections Center Dr

media group

adbilling@tronc.com 844-348-2439

Invoice & Summary

Billed Account Name: Hobo CU00027288 Billed Account Number: 000947288000 Invoice Number: \$272,802.46 Amount: Billing Period: 08/01/18 - 08/31/18

All past due amounts are payable immediately

Due Date:

INVOICE/SUMMARY

Page 1 of 10

Invoice & Summar	y Details		
Date tronc Reference #	Description	Ad Size/ Rate Units	Gross Total Amount
	Balance Forward	and the second s	355,934.83
08/12/18 08/21/18	Payment Received:Ref# 14764 Payment Received:Ref# 14774		-124,992.97 -118,053.77
57/00/45 CTC047089	Current Activity Alternative Digital		1,000.00
07/26/18 CTC947288 12/26/18	Advertising 5728134		
08/01/18 CTC1406076 08/05/18	LV Midweek+Preprint Week 16 HOBO B BUY Preprint P&D	1,285,524 30.15 Brd TP 35# SCA/0.32/ 2	38,758.55

Current		1-30		31-60		61-90		91+	Unapplied Amount
159,914.37	1	12,888.0	9	 0.00		0.00		0.00	0.00
Chirago Tribunc		Charles	<u>O</u>	naperville	$\langle m \rangle$	CHICAGO	Ö	Trib	MOTIV8

Béacon-News Courier-News News-Sun NapervilleSun Pioneer Press Post-Tribune Southtown

Please detach and return this portion with your payment.

CHICAGO TRIBUNE Chicago, IL 60693-0148

14839 Collections Center Dr

media group

Return Service Requested

Remittance Section

Billed Period: Billed Account Name: Billed Account Number: Invoice Number:

08/01/18 - 08/31/18 Hobo CU00027288

000947288000

09/30/18

For questions regarding this billing, or change of address notification, please contact Customer Care:

2650 BELVIDERE RD WAUKEGAN IL 60085-6006

Chicago Tribune Company 14839 Collections Center Dr Chicago, IL 60693-0148

լունոլինի ինրակնիննների առավիաննին հերկանին ինին հուրիինիա

Case 18-30052 Claim 18-2 Part 2 Filed 01/28/19 Desc Attachment 1 Page 17 of 25

All orders for (i) print, digital and/or preprint advertising ("Advertising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") available All trips://www.tronc.com/ad-to-terms/adplacement and (ii) services other than or in addition to publication and/or insertion of advertisements (such as sponsored content creation, website development, advertising an improvement of a property of the content of the Strategy design, and search engine operacion, consciency of easier and original services (large services) are socious to conditions. The "Standards Terms and Conditions" available at http://www.tronc.com/ad-to-terms/adcreation. The Standard Terms and Conditions and conditions are updated from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time in effect on the date you place your order. By placing an order, you accept and agree to the Standard Terms and Conditions as from time to time in effect.

As used in these invocesterms and conditions, fronc, Inc. and any and all of their respective affiliates, as defined in the Ad Publication Terms and Conditions as "Publisher" and in the Digital Services have been forwided, as defined in the Advantising Services and/or Creation and Digital Services have been provided, as defined in the Ad Publication Terms and Conditions as "Advertiser" and in the Digital Services Terms and Conditions as "Client," shall be collectively referred to herein as "Advertiser."

FINANCIAL RELATED TERMS

Payments and Disputes
Payment: All invokes shall be paid within 15 days of invoke date or as otherwise stated on the invoke/payment schedule set forth in the Insertion Order or the Statements of Work ("SOWs").

Agency Liability: Any obligation of an Advertiser, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Agency Liability: Any obligation of an Advertiser, pursuant to the terms stated herein and as set rorn in the standard items and correlations, may be satisfied by an advertising agency which has been duly appointed by Advertiser (or its duly appointed agent) to act on Advertiser's behalf or its otherwise authorized to act on behalf of the Advertiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Section 11 of the incorporated Ad Publication Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for Section 11 of the incorporated Ad Publication Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for segment for all Advertising Services and/or Creation and Digital Services provided and invoiced by each Publisher regardless of any contrary language in any past, contemporaneous or future writing, regardless of whether it receives payment from Advertiser and regardless of whether the identity of the Agency's client is known to such Publisher. In addition, Agency agrees: (a) Publisher will not be bound by any terms, conditions or provisions in any document contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, it has all necessary authority to submit or enter into the Insertise Order or SOW and place an order with Publisher on bahalf of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the Insertion Order, the SOW, the terms stated in this invoice and the Standard Terms and Conditions. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the Insertion Order or

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All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amount payable by Advertiser or the Agency. Advertiser and the Agency shall be responsible for all such charges, costs and taxes and all amounts paid and payable by Publisher in discharge of the foregoing taxes. This provision shall survive the termination of any agreement between Publisher and the Advertiser or Agency.

Except as stated otherwise, payments by or on behalf of Advertiser to Publisher for services or goods other than advertising space, inserts and color shall not be applied toward any revenue totals set forth in the any agreement between Advertiser and Publisher.

Rate Changes & Postal Changes

er shall have the right to revise the advertising rates for Advertising Services, as set forth in Section 7.3 of the Ad Publication Terms and Conditions, at any time upon notice to Advertiser or the Agency of such reconsider state that a little that is a greened on the date the new rates become effective by giving written notice within 30 days of such termination. In the event of such termination, Advertiser and the Agency shall be liable for Ads published prior to such termination at the "Current Agreement Rate," defined as the billing rate in effect at the time of publication.

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Page 2 of 10

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Total Amount
08/01/18 08/05/18	CTC1406076	CT-Preprint-Sunday+Preprint Week 16 HOBO B BUY Preprint P&D	273,561 Brd TP 35# SCA/0.32	29.50 /	8,070.05
08/01/18 08/05/18	CTC1406076	Sunday Select-Preprints+Preprint Week 16 HOBO B BUY Preprint P&D	117,212 Brd TP 35# SCA/0.32	29.50	3,457.75
08/01/18 08/05/18	CTC1406076	SubTrib_Daily Southtown+Preprint Week 16 HOBO B BUY Preprint P&D	9,337 Brd TP 35# SCA/0.32	29.50 /	275.44
08/01/18 08/05/18	CTC1406076	SubTrib_Lake County News Sun+Preprint Week 16 HOBO B BUY Preprint P&D	5,266 Brd TP 35# SCA/0.32	29.50	155.35
08/01/18 08/31/18	CTC947288	Online HOBO_(August 2018 Campaign)_8/1/2018-9/12/2018_Chicago Tribune 20514714			33,918.00
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 Kenosha News	29	16,750.00	485.75
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 Racine Journal Times	30	16,750.00	502.50
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO WI Store Overpints	.5	16,750.00	83.75
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 Chicago Sun Times	159,629	16.00	2,554.06
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 Paddock Print/Joliet Herald Ne	27,525	16.00	440.40
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Crest Hill	Ż	16,000.00	32.00

Date	& Summary	Description	Ad Size/ Units	Rate Gross Amount	Total
	Reference #		2	16,000.00	32.00
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Waukegan	-	·	
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Villa Park	4	16,000.00	56.00
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Oak Lawn	4	16,000.00	64.00
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Franklin Park	4 .	16,000.00	64.00
08/02/18	3 CTC1406005	SubTrib_Elmwood Pk Elm Leaves+Preprint Week 16 HOBO B BUY Preprint P&D	1,361 Brd TP 35# SCA/0.32/ 2	29.50	40.15
08/02/18	3 CTC1406005	SubTrib_River Forest Leaves+Preprint Week 16 HOBO B BUY Preprint P&D	1,228 Brd TP 35# SCA/0.32 2	29.50	36.23
08/02/18	3 CTC1406005	SubTrib_FranklinPk Herald Jrnl+Preprint Week 16 HOBO B BUY Preprint P&D	581 Brd TP 35# SCA/0.32 2	29.50	17.14
08/02/18	3 CTC1406005	SubTrib_Doings Hinsdale+Preprint Week 16 HOBO B BUY Preprint P&D	1,709 Brd TP 35# SCA/0.32 2	29.50	50.42
08/02/1	8 CTC1406005	SubTrib_Doings La Grange+Preprint Week 16 HOBO B BUY Preprint P&D	5,434 Brd TP 35# SCA/0.32 2	29.50 V	160.30
08/02/1	8 CTC1406005	SubTrib_Doings Oak Brook+Preprint Week 16 HOBO B BUY Preprint P&D	3,564 Brd TP 35# SCA/0.32 2	29.50 M	105.14
08/02/1	8 CTC1406005	SubTrib_Doings Western Springs+Preprint Week 16 HOBO B BUY Preprint P&D	1,647 Brd TP 35# SCA/0.32 2	29.50	48.59

Date	tronc Reference #	Description	Ad Size <i>l</i> Units	Rate	Amount Total
08/15/18 08/19/18	CTC1411208	LV Midweek Preprint Week 17 HOBO A BUY Preprint P&D 5651884-1-0	784,932 Brd TP 35# SCA/2/0.3 2	30.15	23,665.70
08/15/18 08/19/18	CTC1413094	CT-Preprint-Sunday Preprint Week 17 HOBO A BUY Preprint P&D 5651884-2-0	259,713 Brd TP 35# SCA/2/0.3 2	31.07	8,070.05
08/15/18 08/19/18	CTC1413094	Sunday Select-Preprints Preprint Week 17 HOBO A BUY Preprint P&D 5651884-3-0	117,212 Brd TP 35# SCA/2/0.3 2		3,457.75
08/15/18 08/19/18	CTC1413094	SubTrib_Daily Southtown Preprint Week 17 HOBO A BUY Preprint P&D 5651884-4-0	19,655 Brd TP 35# SCA/2/0.3	29.50	579.82
08/15/18 08/19/18	CTC1411206	SubTrib_Lake County News Sun Preprint Week 17 HOBO A BUY Preprint P&D 5651884-5-0	5,266 Brd TP 35# SCA/2/0.3 2	29.50	155.35
08/15/18	CTC1411207	CT Print Only Alternative Week 17 Kenosha News 5651978-1-0		16,750.00	485.75
08/15/18	CTC1411207	CT Print Only Alternative Week 17 Racine Journal Times 5651978-2-0		16,750.00	502.50
08/15/18	CTC1411207	CT Print Only Alternative Week 17 HOBO WI Store Overpints 5651978-3-0		16,750.00	83.75
08/15/18	CTC1411207	CT Print Only Alternative Week 17 Chicago Sun Times 5651978-4-0		16.00	2,554.06

Date	tronc Reference #	Description	Ad Size/ Units Rate	Gross Tota Amount
08/15/18	CTC1411207	CT Print Only Alternative Week 17 Paddock Print/Joliet Herald Ne 5651978-7-0	16.00	440.40
08/15/18	CTC1411207	CT Print Only Alternative Week 17 HOBO Crest Hill 5651978-8-0	16,000.00	32.00
08/15/18	CTC1411207	CT Print Only Alternative Week 17 HOBO Waukegan 5651978-9-0	16,000.00	32.00
08/15/18	CTC1411207	CT Print Only Alternative Week 17 HOBO Villa Park 5651978-10-0	16,000.00	56.0
08/15/18	CTC1411267	CT Print Only Alternative Week 17 HOBO Oak Lawn 5651978-11-0	16,000.00	64.0
08/15/18	CTC1411207	CT Print Only Alternative Week 17 HOBO Franklin Park 5651978-12-0	16,000.00	64.0
08/16/18	CTC1411694	SubTrib_Elmwood Pk Elm Leaves Preprint Week 17 HOBO A BUY Preprint P&D 5651927-6-0	1,361 29.50 Brd TP 35# SCA/2/0.3 2	40.1
08/16/18	CTC1411694	SubTrib_River Forest Leaves Preprint Week 17 HOBO A BUY Preprint P&D 5651927-7-0	1,228 29.50 Brd TP 35# SCA/2/0.3 2	36.2
08/16/18	CTC1411694	SubTrib_FranklinPk Herald Jrnl Preprint Week 17 HOBO A BUY Preprint P&D 5651927-8-0	581 29.50 Brd TP 35# SCA/2/0.3 2	17.1

Date	tronc Reference#	Description	Ad Size/ Units	Rate	Amount Total
08/16/18	CTC1411694	SubTrib_Doings Hinsdale Preprint Week 17 HOBO A BUY Preprint P&D 5651927-9-0	1,709 Brd TP 35# SCA/2/0.3 2	29.50	50.42
08/16/18	CTC1411694	SubTrib_Doings La Grange Preprint Week 17 HOBO A BUY Preprint P&D 5651927-10-0	5,434 Brd TP 35# SCA/2/0.3 2	29.50	160.30
08/16/18	CTC1411694	SubTrib_Doings Oak Brook Preprint Week 17 HOBO A BUY Preprint P&D 5651927-11-0	3,564 Brd TP 35# SCA/2/0.3 2	29.50	105.14
08/16/18	CTC1411694	SubTrib_Doings Western Springs Preprint Week 17 HOBO A BUY Preprint P&D 5651927-12-0	1,647 Brd TP 35# SCA/2/0.3 2	29,50	48.59
08/29/18 09/02/18	3 CTC1417693	LV Midweek Preprint Week 18 HOBO B BUY Preprint P&D 5707996-1-0	782,835 Brd TP 35# SCA/2/0.3 2	30.15	23,602.48
08/29/18 09/02/18	3 CTC1417693 3	SubTrib_Daily Southtown Preprint Week 18 HOBO B BUY Preprint P&D 5707996-4-0	9,337 Brd TP 35# SCA/2/0.3 2	29.50	275,44
08/29/18 09/02/18	3 CTC1417693 3	SubTrib_Lake County News Sun Preprint Week 18 HOBO B BUY Preprint P&D 5707996-5-0	5,266 Brd TP 35# SCA/2/0.3 2	29.50	155.35
08/29/18	3 CTC1417698	CT Print Only Alternative Week 18 Kenosha News 5708142-1-0		16,750.00	485.75
	3 CTC1417698	CT Print Only Alternative Week 18 Racine Journal Times 5708142-2-0		16,750.00	502.50

Date	tronc Reference#	Description	Ad Size/ Units	Rate	Gross Total Amount
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO WI Store Overpints 5708142-3-0		16,750.00	83.75
08/29/18	CTC1417698	CT Print Only Alternative Week 18 Chicago Sun Times 5708142-4-0		16.00	2,554.06
08/29/18	CTC1417698	CT Print Only Alternative Week 18 Paddock Print/Joliet Herald Ne 5708142-7-0		16.00	440.40
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Crest Hill 5708142-8-0		16,000.00	32.00
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Waukegan 5708142-9-0		16,000.00	32.00
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Villa Park 5708142-10-0		16,000.00	. 56.00
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Oak Lawn 5708142-11-0		16,000.00	64.00
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Franklin Park 5708142-12-0		16,000.00	64.09
08/30/18	CTC1418349	SubTrib_Elmwood Pk Elm Leaves Preprint Week 18 HOBO B BUY Preprint P&D 5708073-6-0	1,361 Brd TP 35# SCA/2/0. 2	29.50	40.1
08/30/18	CTC1418349	SubTrib_River Forest Leaves Preprint Week 18 HOBO B BUY Preprint P&D 5708073-7-0	1,228 Brd TP 35# SCA/2/0. 2	29.50 3	36.2

Case 18-30052 Claim 18-2 Part 2 Filed 01/28/19 Desc Attachment 1 Page 24 of 25

Date	& Summar tronc Reference #	Description	Ad Size/ Units	Rate	Gross Total Amount
08/30/18	CTC1418349	SubTrib_FranklinPk Heraid Jrnl Preprint Week 18 HOBO B BUY Preprint P&D 5708073-8-0	581 : Brd TP 35# SCA/2/0.3 2	29.50	17.14
08/30/18	CTC1418349	SubTrib_Doings Hinsdale Preprint Week 18 HOBO B BUY Preprint P&D 5708073-9-0	1,709 Brd TP 35# SCA/2/0.3	29.50	50.42
08/30/18	CTC1418349	SubTrib_Doings La Grange Preprint Week 18 HOBO B BUY Preprint P&D 5708073-10-0	5,434 Brd TP 35# SCA/2/0.3 2	29.50	160.30
08/30/18	CTC1418349	SubTrib_Doings Oak Brook Preprint Week 18 HOBO B BUY Preprint P&D 5708073-11-0	3,564 Brd TP 35# SCA/2/0.3 2	29.50	105.14
08/30/18	CTC1418349	SubTrib_Doings Western Springs Preprint Week 18 HOBO B BUY Preprint P&D 5708073-12-0	1,647 Brd TP 35# SCA/2/0.3 2	29.50	48.59
		Total Current Advertising			159,914.37

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Northern District of Illinois Claims Register

18-30052 KLS Acquisition Corp.

Honorable Judge: Jacqueline P. Cox **Chapter:** 11

Office: Eastern Division

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (27348450) Claim No: 18 Status: Chicago Tribune Media Group Original Filed Filed by: CR

Will Johnson
Date: 12/03/2018
Entered by: EPoc ADI
Original Entered
Modified: 01/28/2019

> Last Amendment Entered: 01/28/2019

Amount claimed: \$372291.71

History:

Details 18-1 12/03/2018 Claim #18 filed by Chicago Tribune Media Group, Amount claimed: \$372291.71

(Collier, Kimetha)

Details 18-2 01/28/2019 Amended Claim #18 filed by Chicago Tribune Media Group, Amount claimed:

\$372291.71 (ADI, EPoc)

Description:

Remarks: (18-2) Account Number (last 4 digits):7288

Claims Register Summary

Case Name: KLS Acquisition Corp.

Case Number: 18-30052

Chapter: 11

Date Filed: 10/25/2018 **Total Number Of Claims:** 1

Total Amount Claimed*	\$372291.71
Total Amount Allowed*	

^{*}Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		

Case 18-30052 Claim 18-1 Filed 12/03/18 Desc Main Document Page 1 of 25

Fill in this information to identify the case:

Debtor 1 KLS Acquisition Corp.

Debtor 2 (Spouse, if filing)

United States Bankruptcy Court for the: Northern District of Illinois - Eastern Div

Case number 18-30052

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS

DEC -3 2018

JEFFREY P. ALLSTEADT, CLERK
TEAM - CA

Official Form 410

Proof of Claim

04/16

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 C	laim					
. Who is the current creditor?	Chicago Tribune Media Group Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor Tribune Publishing Company					
Has this claim been acquired from someone else?	☑ No ☐ Yes. From whom?					
B. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? Will Johnson Name 2501 S. State Hwy 121 Business - 800B	Where should payments to the creditor be sent? (if different)				
	Number Street Lewisville TX 75067 City State ZIP Code Contact phone (469)528-9455 Contact email wiljohnson@tronc.com	Number Street City State ZIP Code Contact phone Contact email				
	Uniform claim identifier for electronic payments in chapter 13 (if you us	se one):				
Does this claim amend one already filed?	☑ No ☐ Yes. Claim number on court claims registry (if known)	Filed on				
Do you know if anyone else has filed a proof of claim for this claim?	☑ No ☐ Yes. Who made the earlier filing?					

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: 7 2 8 8
7.	How much is the claim?	\$ Does this amount include interest or other charges?
		Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
3.	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.
		Services Rendered
Э.	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
0.	Is this claim based on a	☑ No
	lease?	☐ Yes. Amount necessary to cure any default as of the date of the petition. \$
11.	Is this claim subject to a right of setoff?	☑ No □ Yes. Identify the property:

Proof of Claim

12. Is all or part of the claim	☑ No				
entitled to priority under 11 U.S.C. § 507(a)?	☐ Yes. Chec	ck one:			Amount entitled to pr
A claim may be partly priority and partly	☐ Dome 11 U.S	stic support obligations (incl S.C. § 507(a)(1)(A) or (a)(1)(uding alimony and child s	upport) und	
nonpriority. For example, in some categories, the law limits the amount	Up to persor	\$2,850* of deposits toward phal, family, or household use	ourchase, lease, or rental e. 11 U.S.C. § 507(a)(7).	of property	or services for \$
entitled to priority.	bankrı	s, salaries, or commissions (uptcy petition is filed or the d S.C. § 507(a)(4).	(up to \$12,850*) earned v ebtor's business ends, w	vithin 180 da nichever is e	ays before the earlier.
	☐ Taxes	or penalties owed to govern	mental units. 11 U.S.C. §	507(a)(8).	\$
	☐ Contrib	outions to an employee bene	efit plan. 11 U.S.C. § 507	(a)(5).	\$
	Other.	Specify subsection of 11 U.	S.C. § 507(a)() that ap	plies.	\$
	* Amounts	are subject to adjustment on 4/	01/19 and every 3 years afte	r that for case	es begun on or after the date of adjustment.
Part 3: Sign Below					
The person completing	Chook the arm	mariata bassi		4-3	Mark .
The person completing this proof of claim must	Check the appr	opriate box:			
sign and date it.	I am the cr	reditor.			
FRBP 9011(b).		editor's attorney or authoriz			
If you file this claim electronically, FRBP		ustee, or the debtor, or their			
5005(a)(2) authorizes courts	☐ I am a gua	rantor, surety, endorser, or	other codebtor. Bankrupt	y Rule 300	05.
to establish local rules					
specifying what a signature is.	I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the				
	amount of the c	laim, the creditor gave the d	lebtor credit for any paym	ents receive	ed toward the debt.
A person who files a fraudulent claim could be fined up to \$500,000,	I have examine and correct.	d the information in this <i>Proc</i>	of of Claim and have a re	asonable be	elief that the information is true
imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and	I declare under	penalty of perjury that the fo	oregoing is true and corre	ct.	
3571.	Executed on da	te 11/28/2018			
	11/	2			
	Signature	1		***************************************	_
	B				
	Print the name	of the person who is com	pleting and signing this	claim:	
	Name	Will			Johnson
		First name	Middle name		Last name
	Title	Sr. Credit Analyst			
	Company	Tribune Publishing	Company		
		Identify the corporate service	er as the company if the auth	orized agent i	is a servicer.
	Address	2501 S. State Hwy I	Business 121 - 800B		
	Addiess.	Number Street			
		Lewisville		TX	75067
		City		State	ZIP Code
	Contact phone	(469)528-9455			ljohson@tronc.com
					,

Case 18-30052 Claim 18-1 Filed 12/03/18

CHICAGO TRIBUNE

14839 Collections Center Dr Chicago, IL 60693-0148

media group

adbilling@tronc.com 844-348-2439

Billed Account Number:

Invoice Number:

Billing Period:

Amount:

Due Date:

Desc Main Document **Invoice & Summary** Billed Account Name:

Hobo CU00027288 000947288000

Page 4 of 25

\$272,802.46 08/01/18 - 08/31/18 09/30/18

All past due amounts are payable immediately

INVOICE/SUMMARY

Page 1 of 10

Invoice & Sumn	ary Details		
Date tronc Reference	Description	Ad Size/ Units Rate	Gross Tota
	Balance Forward		355,934.83
08/12/18 08/21/18	Payment Received:Ref# 14764 Payment Received:Ref# 14774		-124,992.97 -118,053.77
07/26/18 CTC947288 12/26/18	Current Activity Alternative Digital Advertising 5728134		1,000.00
08/01/18 CTC140607 08/05/18	6 LV Midweek+Preprint Week 16 HOBO B BUY Preprint P&D	1,285,524 30.15 Brd TP 35# SCA/0.32/	38,758.55

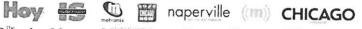
ccount Sumn	nary				
Current	1-30	31-60	61-90	91+	Unapplied Amount
159,914.37	112,888.09	0.00	0.00	0.00	0.00













Trib **SVITOM**

Beacon-News Courier-News News-Sun NapervilleSun Pioneer Press Post-Tribune Southtown

Please detach and return this portion with your payment.

CHICAGO TRIBUNE Chicago, IL 60693-0148

14839 Collections Center Dr

media group

Return Service Requested

Remittance Section

Billed Period:

Billed Account Name:

08/01/18 - 08/31/18

Hobo

Billed Account Number:

CU00027288

Invoice Number:

000947288000

For questions regarding this billing, or change of address notification, please contact Customer Care:

2650 BELVIDERE RD WAUKEGAN IL 60085-6006

Chicago Tribune Company 14839 Collections Center Dr Chicago, IL 60693-0148

րգեցինինընիկիններիումիննիներիրներնենույինո

Case 18-30052 Claim 18-1 Filed 12/03/18 Desc Main Document Page 5 of 25 and Indicated an addord preprint advertising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions")

All orders for (if print, digital and for preprint advertising advertising devices") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") available at http://www.tronc.com/ad-io-terms/adplacement and (ii) services other than or inadition to publication and/or insertion of advertisements (such as sponsored content creation, website development, advertising strategy design, and search engine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services Terms and Conditions and Conditions Content Creation and Digital Services Terms and Conditions and Conditions and Conditions (the "Standard Terms and Conditions") available at http://www.tronc.com/ad-io-terms/adcreation. The Standard Terms and Conditions and the Standard Terms and Conditions as from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time in effect on the date you place your order. By placing an order, you accept and agree to the Standard Terms and Conditions as from time to time in effect.

As used in these invoice terms and conditions, tronc, Inc. and any and all of their respective affiliates, as defined in the Ad Publication Terms and Conditions as "Publisher" and in the Digital Services Terms and Conditions as "Ti" shall be collectively referred to herein as "Publisher." The Client, as set forth on the face of this invoice, for whose benefit the Advertising Services and/or Creation and Digital Services have been provided, as defined in the Ad Publication Terms and Conditions as "Advertiser" and in the Digital Services Terms and Conditions as "Client," shall be collectively referred to herein as "Advertiser."

FINANCIAL RELATED TERMS

Payments and Disputes

Payment: All invoices shall be paid within 15 days of invoice date or as otherwise stated on the invoice/payment schedule set forth in the Insertion Order or the Statements of Work ("SOWs").

Agency Liability: Any obligation of an Advertiser, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Advertiser (or its duly appointed agent) to act on Advertiser's behalf or is otherwise authorized to act on behalf of the Advertiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Section 11 of the incorporated Ad Publication Terms and Conditions and in Section 24 of the incorporated Digital Services Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for payment for all Advertising Services and/or Creation and Digital Services provided and invoiced by each Publisher regardless of any contrary language in any past, contemporaneous or future writing, regardless of whether it receives payment from Advertiser and regardless of whether the identity of the Agency's client is known to such Publisher. In addition, Agency agrees: (a) Publisher will not be bound by any terms, conditions or provisions in any document contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, it has all necessary authority to submit or enter into the Insertion Order or SOW and place an order with Publisher on behalf of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the Insertion Order, the SOW, the terms stated in this invoice and the SOW.

Credit: Credit privileges may be suspended on any Advertiser account that is not paid in accordance with terms or exceeds approved credit limit. For prepaid Advertiser accounts, payment in the form of check, credit card or ACH must be received in advance of space deadline for Advertiser accounts that have not established credit with Publisher. If the Advertiser's account has established credit terms, payments on such accounts may be made by using a credit card; however, such payments must be made by the due date on the invoice. Payments in excess of \$2,500.00 cannot be paid using a credit card. It is the Advertiser's and its agent's responsibility to advise the Publisher's credit department immediately, via registered mail, of any change in business structure or status.

Pricing: For advertising inserts distributed via insertion in Publisher's newspaper and/or via Publisher's non-subscriber distribution program(s), quantity billed is based on the delivery quantity requirements provided by Publisher to Advertiser. Delivery quantity requirements are based on an estimate of circulation ordered plus an estimate for non-subscriber distribution, if any, plus provision for unsold copies of the newspapers, and an estimated amount for shipment and machine spoilage. Newspaper circulation is variable, therefore, it is recommended that Advertiser or its agent confirm delivery quantity requirements with their advertising sales representative just prior to ordering a print run. However, Publisher shall not be responsible nor provide rate adjustments for shortages or overages in delivery quantity requirements realized through circulation fluctuations or for circulation missed caused by shortages in the Advertiser's insert quantity provided. The terms and conditions of the Rate Cards that apply to the publications in which Advertiser has requested that Ads be published are expressly incorporated herein. If there is a conflict between your Insertion Order and the Rate Card, the Insertion Order will control.

Invoice Disputes: Advertiser and its agents waive any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher within a reasonable period not to exceed 10 days.

Late Payment and Collections: Except for invoiced payments that Advertiser or its agent has successfully disputed, Advertiser and the Agency shall be responsible for all costs incurred by Publisher in connection with the collection of any amounts owing hereunder including, without limitation, collection fees, court costs and reasonable attorneys fees.

No Set-Off

Unless otherwise agreed to by all parties, neither Advertiser nor the Agency may set off against amounts due to Publisher under this invoice any amounts owed by Publisher to Advertiser or the Agency.

Taxes

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amount payable by Advertiser or the Agency. Advertiser and the Agency shall be responsible for all such charges, costs and taxes and all amounts paid and payable by Publisher in discharge of the foregoing taxes. This provision shall survive the termination of any agreement between Publisher and the Advertiser or Agency.

Other Services

Except as stated otherwise, payments by or on behalf of Advertiser to Publisher for services or goods other than advertising space, inserts and color shall not be applied toward any revenue totals set forth in the any agreement between Advertiser and Publisher.

Rate Changes & Postal Changes

Publisher shall have the right to revise the advertising rates for Advertising Services, as set forth in Section 7.3 of the Ad Publication Terms and Conditions, at any time upon notice to Advertiser or the Agency of such rates. Advertiser may terminate its agreement on the date the new rates become effective by giving written notice within 30 days of such termination. In the event of such termination, Advertiser and the Agency shall be liable for Ads published prior to such termination at the "Current Agreement Rate," defined as the billing rate in effect at the time of publication.

If the United States Postal Service implements a postage cost increase at any time, Advertiser and the Agency understand and agree that the advertising rates for Advertising Services shall be adjusted to reflect that increase automatically upon the effective date of the United States Postal Service increase.

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Case 18-30052 Claim 18-1 Filed 12/03/18 Desc Main Document Page 6 of 25

ALC: NO.	& Summar		Ad Size/		Gross _		
Date	Reference #	Description	Units	Rate	Amount	Total	
08/01/18 08/05/18	CTC1406076	CT-Preprint-Sunday+Preprint Week 16 HOBO B BUY Preprint P&D	273,561 Brd TP 35# SCA/0.32	29.50		8,070.05	
08/01/18 08/05/18	CTC1406076	Sunday Select-Preprints+Preprint Week 16 HOBO B BUY Preprint P&D	117,212 Brd TP 35# SCA/0.32			3,457.75	
08/01/18 08/05/18	CTC1406076	SubTrib_Daily Southtown+Preprint Week 16 HOBO B BUY Preprint P&D	9,337 Brd TP 35# SCA/0.32	29.50		275.44	
08/01/18 08/05/18	CTC1406076	SubTrib_Lake County News Sun+Preprint Week 16 HOBO B BUY Preprint P&D	5,266 Brd TP 35# SCA/0.32	29.50		155.35	
08/01/18 08/31/18	CTC947288	Online HOBO_(August 2018 Campaign)_8/1/2018-9/12/2018_Chicago Tribune 20514714				33,918.00	
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 Kenosha News	29	16,750.00		485.75	
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 Racine Journal Times	30	16,750.00		502.50	
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO WI Store Overpints	5	16,750.00		83.75	
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 Chicago Sun Times	159,629	16.00		2,554.06	
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 Paddock Print/Joliet Herald Ne	27,525	16.00		440.40	
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Crest Hill	2	16,000.00		32.00	

Date	& Summar	Description	Ad Size/	Rate Gross	Total
00/04/40	Reference #		Units	Amount	
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Waukegan	2	16,000.00	32.00
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Villa Park	4	16,000.00	56.00
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Oak Lawn	4	16,000.00	64.00
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Franklin Park	4	16,000.00	64.00
08/02/18	CTC1406005	SubTrib_Elmwood Pk Elm Leaves+Preprint Week 16 HOBO B BUY Preprint P&D	1,361 Brd TP 35# SCA/0.32 2	29.50	40.15
08/02/18	CTC1406005	SubTrib_River Forest Leaves+Preprint Week 16 HOBO B BUY Preprint P&D	1,228 Brd TP 35# SCA/0.32/ 2	29.50	36.23
08/02/18	CTC1406005	SubTrib_FranklinPk Herald Jrnl+Preprint Week 16 HOBO B BUY Preprint P&D	581 Brd TP 35# SCA/0.32/ 2	29.50	17.14
08/02/18	CTC1406005	SubTrib_Doings Hinsdale+Preprint Week 16 HOBO B BUY Preprint P&D	1,709 Brd TP 35# SCA/0.32/ 2	29.50	50.42
08/02/18	CTC1406005	SubTrib_Doings La Grange+Preprint Week 16 HOBO B BUY Preprint P&D	5,434 Brd TP 35# SCA/0.32/ 2	29.50	160.30
08/02/18	CTC1406005	SubTrib_Doings Oak Brook+Preprint Week 16 HOBO B BUY Preprint P&D	3,564 Brd TP 35# SCA/0.32/ 2	29.50	105.14
08/02/18	CTC1406005	SubTrib_Doings Western Springs+Preprint Week 16 HOBO B BUY Preprint P&D	1,647 Brd TP 35# SCA/0.32/ 2	29.50	48.59

Date	& Summar	Description	Ad Size/	Rate	Gross Tot
Date	Reference #	Description	Units	Rate	Amount Tot
08/15/18 08/19/18	CTC1411206	LV Midweek Preprint Week 17 HOBO A BUY Preprint P&D 5651884-1-0	784,932 Brd TP 35# SCA/2/0.3	30.15	23,665.7
08/15/18 08/19/18	CTC1413094	CT-Preprint-Sunday Preprint Week 17 HOBO A BUY Preprint P&D 5651884-2-0	259,713 Brd TP 35# SCA/2/0.3	31.07	8,070.C
08/15/18 08/19/18	CTC1413094	Sunday Select-Preprints Preprint Week 17 HOBO A BUY Preprint P&D 5651884-3-0	117,212 Brd TP 35# SCA/2/0.3 2	29.50	3,457.7
08/15/18 08/19/18	CTC1413094	SubTrib_Daily Southtown Preprint Week 17 HOBO A BUY Preprint P&D 5651884-4-0	19,655 Brd TP 35# SCA/2/0.3 2	29.50	579.8
08/15/18 08/19/18	CTC1411206	SubTrib_Lake County News Sun Preprint Week 17 HOBO A BUY Preprint P&D 5651884-5-0	5,266 Brd TP 35# SCA/2/0.3 2	29.50	155.3
08/15/18	CTC1411207	CT Print Only Alternative Week 17 Kenosha News 5651978-1-0		16,750.00	485.7
08/15/18	CTC1411207	CT Print Only Alternative Week 17 Racine Journal Times 5651978-2-0	,	16,750.00	502.5
08/15/18	CTC1411207	CT Print Only Alternative Week 17 HOBO WI Store Overpints 5651978-3-0	,	16,750.00	83.79
)8/15/18	CTC1411207	CT Print Only Alternative Week 17 Chicago Sun Times 5651978-4-0	Ý	16.00	2,554.00

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Date	& Summar	The state of the s	Ad Size/	Gross	
Jate	Reference #	Description	Units Rate	Amount	Total
08/15/18	CTC1411207	CT Print Only Alternative Week 17 Paddock Print/Joliet Herald Ne 5651978-7-0	16.00	4	440.40
)8/15/18	CTC1411207	CT Print Only Alternative Week 17 HOBO Crest Hill 5651978-8-0	16,000	0.00	32.00
08/15/18	CTC1411207	CT Print Only Alternative Week 17 HOBO Waukegan 5651978-9-0	16,000	0.00	32.00
08/15/18	CTC1411207	CT Print Only Alternative Week 17 HOBO Villa Park 5651978-10-0	16,000	.00	56.00
08/15/18	CTC1411207	CT Print Only Alternative Week 17 HOBO Oak Lawn 5651978-11-0	16,000	.00	64.00
08/15/18	CTC1411207	CT Print Only Alternative Week 17 HOBO Franklin Park 5651978-12-0	16,000	.00	64.00
8/16/18	CTC1411694	SubTrib_Elmwood Pk Elm Leaves Preprint Week 17 HOBO A BUY Preprint P&D 5651927-6-0	1,361 29.50 Brd TP 35# SCA/2/0.3 2	2	40.15
08/16/18	CTC1411694	SubTrib_River Forest Leaves Preprint Week 17 HOBO A BUY Preprint P&D 5651927-7-0	1,228 29.50 Brd TP 35# SCA/2/0.3 2	3	36.23
8/16/18	CTC1411694	SubTrib_FranklinPk Herald Jrnl Preprint Week 17 HOBO A BUY Preprint P&D 5651927-8-0	581 29.50 Brd TP 35# SCA/2/0.3	1	17.14

Date	& Summar	Description	Ad Size/	Poto	Gross Total
	Reference #	Description	Units	Rate	Amount Total
08/16/18	CTC1411694	SubTrib_Doings Hinsdale Preprint Week 17 HOBO A BUY Preprint P&D 5651927-9-0	1,709 Brd TP 35# SCA/2/0.3 2	29.50	50.42
8/16/18	CTC1411694	SubTrib_Doings La Grange Preprint Week 17 HOBO A BUY Preprint P&D 5651927-10-0	5,434 Brd TP 35# SCA/2/0.3 2	29.50	160.30
8/16/18	CTC1411694	SubTrib_Doings Oak Brook Preprint Week 17 HOBO A BUY Preprint P&D 5651927-11-0	3,564 Brd TP 35# SCA/2/0.3 2	29.50	105.14
8/16/18	CTC1411694	SubTrib_Doings Western Springs Preprint Week 17 HOBO A BUY Preprint P&D 5651927-12-0	1,647 Brd TP 35# SCA/2/0.3 2	29.50	48.59
/29/18 /02/18	CTC1417693	LV Midweek Preprint Week 18 HOBO B BUY Preprint P&D 5707996-1-0	782,835 Brd TP 35# SCA/2/0.3 2	30.15	23,602.48
8/29/18 9/02/18	CTC1417693	SubTrib_Daily Southtown Preprint Week 18 HOBO B BUY Preprint P&D 5707996-4-0	9,337 Brd TP 35# SCA/2/0.3 2	29.50	275.44
3/29/18 3/02/18	CTC1417693	SubTrib_Lake County News Sun Preprint Week 18 HOBO B BUY Preprint P&D 5707996-5-0	5,266 Brd TP 35# SCA/2/0.3 2	29.50	155.35
5/29/18	CTC1417698	CT Print Only Alternative Week 18 Kenosha News 5708142-1-0		16,750.00	485.75
3/29/18	CTC1417698	CT Print Only Alternative Week 18 Racine Journal Times 5708142-2-0	,	16,750.00	502.50

Date	& Summar	Description	Ad Size/ Rate Gro	[Otal
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO WI Store Overpints 5708142-3-0	Units Amo 16,750.00	83.75
08/29/18	CTC1417698	CT Print Only Alternative Week 18 Chicago Sun Times 5708142-4-0	16.00	2,554.06
08/29/18	CTC1417698	CT Print Only Alternative Week 18 Paddock Print/Joliet Herald Ne 5708142-7-0	16.00	440.40
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Crest Hill 5708142-8-0	16,000.00	32.00
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Waukegan 5708142-9-0	16,000.00	32.00
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Villa Park 5708142-10-0	16,000.00	56.00
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Oak Lawn 5708142-11-0	16,000.00	64.00
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Franklin Park 5708142-12-0	16,000.00	64.00
08/30/18(CTC1418349	SubTrib_Elmwood Pk Elm Leaves Preprint Week 18 HOBO B BUY Preprint P&D 5708073-6-0	1,361 29.50 Brd TP 35# SCA/2/0.3 2	40.15
08/30/18(CTC1418349	SubTrib_River Forest Leaves Preprint Week 18 HOBO B BUY Preprint P&D 5708073-7-0	1,228 29.50 Brd TP 35# SCA/2/0.3	36.23

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Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
08/30/18	CTC1418349	SubTrib_FranklinPk Herald Jrnl Preprint Week 18 HOBO B BUY Preprint P&D 5708073-8-0	581 Brd TP 35# SCA/2/0.3 2	29.50		17.14
08/30/18	CTC1418349	SubTrib_Doings Hinsdale Preprint Week 18 HOBO B BUY Preprint P&D 5708073-9-0	1,709 Brd TP 35# SCA/2/0.3 2	29.50		50.42
08/30/18	CTC1418349	SubTrib_Doings La Grange Preprint Week 18 HOBO B BUY Preprint P&D 5708073-10-0	5,434 Brd TP 35# SCA/2/0.3 2	29.50		160.30
)8/30/18	CTC1418349	SubTrib_Doings Oak Brook Preprint Week 18 HOBO B BUY Preprint P&D 5708073-11-0	3,564 Brd TP 35# SCA/2/0.3	29.50		105.14
08/30/18	CTC1418349	SubTrib_Doings Western Springs Preprint Week 18 HOBO B BUY Preprint P&D 5708073-12-0	1,647 Brd TP 35# SCA/2/0.3 2	29.50		48.59
		Total Current Advertising			15	9,914.37

Total:

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CHICAGO TRIBUNE

14839 Collections Center Dr Chicago, IL 60693-0148

media group

adbilling@tronc.com 844-348-2439

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Invoice & Summary

Billed Account Name: Hobo Billed Account Number: CU00027288 Invoice Number: 001479427000 Amount: \$333,902.99 Billing Period: 09/01/18 - 09/30/18 Due Date: 10/30/18

INVOICE/SUMMARY

Page 1 of 8

Invoic	e & Summar	y Details				
Date	tronc Reference#	Description	Ad Size/ Units	Rate	Gross Amount	Total
		Balance Forward				272,802.46
09/27/18 09/30/18		Payment Received:Ref# 14797 Adjustment, Pub Date - 2018/08/01				112,888.09 -15,231.55
07/26/18 12/26/18	3 CTC1479427	Current Activity Alternative Digital Advertising 5728134				1,000.00
08/01/18 09/12/18	CTC1479427	Online HOBO_(August 2018 Campaign)_8/1/2018-9/12/2018_Chicago Tribune 20514714				15,596.50

ccount Summa	ary				
Current	1-30	31-60	61-90	91+	Unapplied Amount
349,134.54	0.00	0.00	0.00	0.00	-15,231.55









Hoy in naperville (m) CHICAGO



Crib MOTIV8

Béacon-News Courier-News News-Sun NapervilleSun Pioneer Press Post-Tribune Southtown

Please detach and return this portion with your payment.

CHICAGO TRIBUNE Chicago, IL 60693-0148

14839 Collections Center Dr

media group

Return Service Requested

Remittance Section

Billed Period: Billed Account Name: Billed Account Number: Invoice Number:

09/01/18 - 09/30/18 Hobo CU00027288

001479427000

For questions regarding this billing, or change of address notification, please contact Customer Care:

HOBO 2650 BELVIDERE RD WAUKEGAN IL 60085-6006

Chicago Tribune Company 14839 Collections Center Dr Chicago, IL 60693-0148

<u> Ինլակարվիայիունակիլի հիրհարվեսների ներկաի հին</u>

Case 18-30052 Claim 18-1 Filed 12/03/18 Desc Main Document Page 15 of 25 All orders for (i) print, digital and/or preprint advertising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") and the subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") and the subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") and the subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") and the subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") and the subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") and the subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") and the subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Advertising Agreement Terms and Conditions") are subject to Publisher ("Advertising Agreement Terms and Conditions") are subject to Publisher ("Advertising Agreement Terms and Conditions") are subject to Publisher ("Advertising Agreement Terms and Conditions") are subject to Publisher ("Advertising Agreement Terms and Conditions") are subject to Publisher ("Advertising Agreement Terms and Conditions") are subject to Publisher ("Advertising Agreement Terms and Conditions") are subject to Publisher ("Advertising Agreement Terms and Conditions") are subject to Publisher ("Advertising Agreement Ter

All orders for (i) print, digital and/or preprint advertising ("Advertising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") available at http://www.tronc.com/ad-io-terms/adplacement and (ii) services other than or in addition to publication and/or insertion of advertisements (such as sponsored content creation, website development, advertising strategy design, and search engine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services ("Digital Services Terms and Conditions") available at http://www.tronc.com/ad-io-terms/adcreation. The Standard Terms and Conditions and Conditions are updated from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time in effect on the date you place your order. By placing an order, you accept and agree to the Standard Terms and Conditions as from time to time in effect on the date you place your order.

As used in these invoice terms and conditions, tronc, inc. and any and all of their respective affiliates, as defined in the Ad Publication Terms and Conditions as "Publisher" and in the Digital Services Terms and Conditions as "TI" shall be collectively referred to herein as "Publisher." The Client, as set forth on the face of this invoice, for whose benefit the Advertising Services and/or Creation and Digital Services have been provided, as defined in the Ad Publication Terms and Conditions as "Advertiser" and in the Digital Services Terms and Conditions as "Client," shall be collectively referred to herein as "Advertiser."

FINANCIAL RELATED TERMS

Payments and Disputes

Payment: All invoices shall be paid within 15 days of invoice date or as otherwise stated on the invoice/payment schedule set forth in the Insertion Order or the Statements of Work ("SOWs").

Agency Liability: Any obligation of an Advertiser, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Advertiser (or its duly appointed agent) to act on Advertiser's behalf or its otherwise authorized to act on behalf of the Advertiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Section 121 of the incorporated Ad Publication Terms and Conditions and in Section 24 of the incorporated Digital Services Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for payment for all Advertising Services and/or Creation and Digital Services provided and invoiced by each Publisher regardless of any contrary language in any past, contemporaneous or future writing, regardless of whether it receives payment from Advertiser and regardless of whether it receives payment from Advertiser and regardless of whether it receives payment from Advertiser and regardless of whether the identity of the Agency's client is known to such Publisher. In addition, Agency agrees: (a) Publisher will not be bound by any terms, conditions or provisions in any document contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, it has all necessary authority to submit or enter into the Insertion Order or SOW and place an order with Publisher on behalf of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgement that Agency is ta agent and is authorized to act on its behalf in connection with the Insertion Order, the SOW, the terms stated in this invoice and the Standard Terms and Conditions. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pur

Credit: Credit privileges may be suspended on any Advertiser account that is not paid in accordance with terms or exceeds approved credit limit. For prepaid Advertiser accounts, payment in the form of check, credit card or ACH must be received in advance of space deadline for Advertiser accounts that have not established credit with Publisher. If the Advertiser's account has established credit terms, payments on such accounts may be made by using a credit card, however, such payments must be made by the due date on the invoice. Payments in excess of \$2,500.00 cannot be paid using a credit card. It is the Advertiser's and its agent's responsibility to advise the Publisher's credit department immediately, via registered mail, only change in business structure or status.

Pricing: For advertising inserts distributed via insertion in Publisher's newspaper and/or via Publisher's non-subscriber distribution program(s), quantity billed is based on the delivery quantity requirements provided by Publisher to Advertiser. Delivery quantity requirements are based on an estimate of circulation ordered plus an estimate for non-subscriber distribution, if any, plus provision for unsold copies of the newspapers, and an estimated amount for shipment and machine spoilage. Newspaper circulation is variable, therefore, it is recommended that Advertiser or its agent confirm delivery quantity requirements with their advertising sales representative just prior to ordering a print run. However, Publisher shall not be responsible nor provide rate adjustments for shortages or overages in delivery quantity requirements realized through circulation fluctuations or for circulation missed caused by shortages in the Advertiser's insert quantity provided. The terms and conditions of the Rate Cards that apply to the publications in which Advertiser has requested that Ads be published are expressly incorporated herein. If there is a conflict between your Insertion Order and the Rate Card, the Insertion Order will control.

Invoice Disputes: Advertiser and its agents waive any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher within a reasonable period not to exceed 10 days.

Late Payment and Collections: Except for invoiced payments that Advertiser or its agent has successfully disputed, Advertiser and the Agency shall be responsible for all costs incurred by Publisher in connection with the collection of any amounts owing hereunder including, without limitation, collection fees, court costs and reasonable attorneys fees.

No Set-Off

Unless otherwise agreed to by all parties, neither Advertiser nor the Agency may set off against amounts due to Publisher under this invoice any amounts owed by Publisher to Advertiser or the Agency.

Taxes

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amount payable by Advertiser or the Agency. Advertiser and the Agency shall be responsible for all such charges, costs and taxes and all amounts paid and payable by Publisher in discharge of the foregoing taxes. This provision shall survive the termination of any agreement between Publisher and the Advertiser or Agency.

Other Services

Except as stated otherwise, payments by or on behalf of Advertiser to Publisher for services or goods other than advertising space, inserts and color shall not be applied toward any revenue totals set forth in the any agreement between Advertiser and Publisher.

Rate Changes & Postal Changes

Publisher shall have the right to revise the advertising rates for Advertising Services, as set forth in Section 7.3 of the Ad Publication Terms and Conditions, at any time upon notice to Advertiser or the Agency of such rates. Advertiser may terminate its agreement on the date the new rates become effective by giving written notice within 30 days of such termination. In the event of such termination, Advertiser and the Agency shall be liable for Ads published prior to such termination at the "Current Agreement Rate," defined as the billing rate in effect at the time of publication.

If the United States Postal Service implements a postage cost increase at any time, Advertiser and the Agency understand and agree that the advertising rates for Advertising Services shall be adjusted to reflect that increase automatically upon the effective date of the United States Postal Service increase.

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Date	& Summar		Ad Size/	D.	Gross	
Date	Reference #	Description	Units	Rate	Amount	Total
08/29/18 09/02/18	CTC1419467	CT-Preprint-Sunday Preprint Week 18 HOBO B BUY Preprint P&D 5707996-2-0	271,650 Brd TP 35# SCA/2/0.3	29.50		8,013.68
08/29/18 09/02/18	CTC1419467	Sunday Select-Preprints Preprint Week 18 HOBO B BUY Preprint P&D 5707996-3-0	117,212 Brd TP 35# SCA/2/0.3 2			3,457.75
09/01/18 09/30/18	CTC1479427	Online HOBO_(Sept 2018 Campaign)_9/1/18-10/10/18_Chicago Tribune 20575777				34,168.00
09/07/18	CTC1479427	Online HOBO_(DMS Web Management)_9/7/18_Chicago Tribune 20655407				45,000.00
09/12/18 09/16/18	CTC1423574	LV Midweek Preprint Week 19 HOBO A BUY Preprint P&D 5709738-1-0	785,903 Brd TP 35# SCA/2/0.3 2	30.15		23,694.98
9/12/18 9/16/18	CTC1425683	CT-Preprint-Sunday Preprint Week 19 HOBO A BUY Preprint P&D 5709738-2-0	271,650 Brd TP 35# SCA/2/0.3 2	29.50		8,013.68
9/12/18 9/16/18	CTC1425683	Sunday Select-Preprints Preprint Week 19 HOBO A BUY Preprint P&D 5709738-3-0	117,212 Brd TP 35# SCA/2/0.3	29.50		3,457.75
9/12/18 9/16/18	CTC1425683	SubTrib_Daily Southtown Preprint Week 19 HOBO A BUY Preprint P&D 5709738-4-0	20,003 Brd TP 35# SCA/2/0.3	29.50		590.09
9/12/18 9/16/18	CTC1423574	SubTrib_Lake County News Sun Preprint Week 19 HOBO A BUY Preprint P&D 5709738-5-0	5,220 Brd TP 35# SCA/2/0.3	29.50		153.99

Date	& Summai	Description	Ad Size/ Bata Gros	S
Date	Reference #	Description	Units Rate Amou	I Otal
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Kenosha News 5709825-1-0	16,750.00	485.75
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Racine Journal Times 5709825-2-0	16,750.00	502.50
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO WI Store Overpints 5709825-3-0	16,750.00	83.75
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Chicago Sun Times 5709825-4-0	16.00	2,554.06
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Paddock Print/Joliet Herald Ne 5709825-7-0	16.00	440.40
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Crest Hill 5709825-8-0	16,000.00	32.00
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Waukegan 5709825-9-0	16,000.00	32.00
09/12/18(CTC1423709	CT Print Only Alternative Week 19 HOBO Villa Park 5709825-10-0	16,000.00	56.00
9/12/18(CTC1423709	CT Print Only Alternative Week 19 HOBO Oak Lawn 5709825-11-0	16,000.00	64.00
9/12/18(CTC1423709	CT Print Only Alternative Week 19 HOBO Franklin Park 5709825-12-0	16,000.00	64.00

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
09/13/18	CTC1424740	SubTrib_Elmwood Pk Elm Leaves Preprint Week 19 HOBO A BUY Preprint P&D 5709816-6-0	1,602 Brd TP 35# SCA/2/0.3 2	25.06		40.15
09/13/18	CTC1424740	SubTrib_River Forest Leaves Preprint Week 19 HOBO A BUY Preprint P&D 5709816-7-0	1,234 Brd TP 35# SCA/2/0.3 2	29.36		36.23
9/13/18	CTC1424740	SubTrib_FranklinPk Herald Jrnl Preprint Week 19 HOBO A BUY Preprint P&D 5709816-8-0	571 Brd TP 35# SCA/2/0.3	30.02		17.14
9/13/18	CTC1424740	SubTrib_Doings Hinsdale Preprint Week 19 HOBO A BUY Preprint P&D 5709816-9-0	1,715 Brd TP 35# SCA/2/0.3 2	29.40		50.42
9/13/18	CTC1424740	SubTrib_Doings La Grange Preprint Week 19 HOBO A BUY Preprint P&D 5709816-10-0	5,379 Brd TP 35# SCA/2/0.3	29.80		160.30
9/13/18	CTC1424740	SubTrib_Doings Oak Brook Preprint Week 19 HOBO A BUY Preprint P&D 5709816-11-0	3,560 Brd TP 35# SCA/2/0.3 2	29.53		105.14
9/13/18	CTC1424740	SubTrib_Doings Western Springs Preprint Week 19 HOBO A BUY Preprint P&D 5709816-12-0	1,629 Brd TP 35# SCA/2/0.3 2	29.83		48.59
9/26/18 0/24/18	CTC1433502	CT Print Only Alternative Week 22 Kenosha News 5748032-1-0		16,750.00		485.75
9/26/18 0/24/18	CTC1433502	CT Print Only Alternative Week 22 Racine Journal Times 5748032-2-0		16,750.00		502.50

Ous	C 10 00002		550 Main Boodinen	
5.000.500.000.000.000	& Summar	y Details		
Date	tronc Reference #	Description	Ad Size/ Units Rate	Gross Total
09/26/18 09/30/18	CTC1433734	LV Midweek Preprint Week 20 HOBO B BUY Preprint P&D 5709882-1-0	783,809 30.1 Brd TP 35# SCA/2/0.3 2	
09/26/18 09/30/18	CTC1436042	CT-Preprint-Sunday Preprint Week 20 HOBO B BUY Preprint P&D 5709882-2-0	271,650 29.50 Brd TP 35# SCA/2/0.3 2	8,013.68
09/26/18 09/30/18	CTC1436042	Sunday Select-Preprints Preprint Week 20 HOBO B BUY Preprint P&D 5709882-3-0	117,212 29.50 Brd TP 35# SCA/2/0.3 2	3,457.75
09/26/18 09/30/18	CTC1433734	SubTrib_Daily Southtown Preprint Week 20 HOBO B BUY Preprint P&D 5709882-4-0	9,606 29.50 Brd TP 35# SCA/2/0.3 2	283.38
09/26/18 09/30/18	CTC1433734	SubTrib_Lake County News Sun Preprint Week 20 HOBO B BUY Preprint P&D 5709882-5-0	5,220 29.50 Brd TP 35# SCA/2/0.3 2	153.99
09/26/18	CTC1433740	CT Print Only Alternative Week 20 Kenosha News 5709911-1-0	16,75	0.00 485.75
09/26/18	CTC1433740	CT Print Only Alternative Week 20 Racine Journal Times 5709911-2-0	16,75	0.00 502.50
09/26/18(CTC1433740	CT Print Only Alternative Week 20 HOBO WI Store Overpints 5709911-3-0	16,75	0.00 83.75
09/26/18	CTC1433740	CT Print Only Alternative Week 20 Chicago Sun Times 5709911-4-0	16.00	2,554.06

Cas	e 10-30032	Ciaiiii 10-1	1 11 C U 12/03/10	Desc Ma	iiii Docu	iiiiciit i	age 20 01 2	.5
Invoice	& Summary	y Details						
Date	tronc Reference #	Description			Ad Size/ Units	Rate	Gross Amount	Total
09/26/18	CTC1433740	CT Print Only Alter Week 20 Paddock Print/Jolie 5709911-7-0				16.00	Amount	440.40
09/26/18	CTC1433740	CT Print Only Alter Week 20 HOBO Crest Hill 5709911-8-0	native			16,000.00		32.00
09/26/18	CTC1433740	CT Print Only Alter Week 20 HOBO Waukegan 5709911-9-0	native			16,000.00		32.00
09/26/18	CTC1433740	CT Print Only Alter Week 20 HOBO Villa Park 5709911-10-0	native			16,000.00		56.00
09/26/18	CTC1433740	CT Print Only Altern Week 20 HOBO Oak Lawn 5709911-11-0	native			16,000.00		64.00
09/26/18	CTC1433740	CT Print Only Alterr Week 20 HOBO Franklin Par 5709911-12-0				16,000.00		64.00
09/27/18	CTC1434094	SubTrib_Elmwood F Week 20 HOBO B BUY Preprint P&D 5709890-6-0	Pk Elm Leaves Preprir	nt	1,602 Brd TP 35# SCA/2/0.3 2	25.06		40.15
09/27/18	CTC1434094	SubTrib_River Fore Week 20 HOBO B BUY Preprint P&D 5709890-7-0	st Leaves Preprint		1,234 Brd TP 35# SCA/2/0.3 2	29.36		36.23
09/27/18(CTC1434094	SubTrib_FranklinPk Week 20 HOBO B BUY Preprint P&D 5709890-8-0	Herald Jrnl Preprint		571 Brd TP 35# SCA/2/0.3 2	30.02		17.14

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Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
09/27/18	CTC1434094	SubTrib_Doings Hinsdale Preprint Week 20 HOBO B BUY Preprint P&D 5709890-9-0	1,715 Brd TP 35# SCA/2/0.3 2	29.40		50.42
09/27/18	CTC1434094	SubTrib_Doings La Grange Preprint Week 20 HOBO B BUY Preprint P&D 5709890-10-0	5,379 Brd TP 35# SCA/2/0.3 2	29.80		160.30
)9/27/18	CTC1434094	SubTrib_Doings Oak Brook Preprint Week 20 HOBO B BUY Preprint P&D 5709890-11-0	3,560 Brd TP 35# SCA/2/0.3 2	29.53		105.14
)9/27/18	CTC1434094	SubTrib_Doings Western Springs Preprint Week 20 HOBO B BUY Preprint P&D 5709890-12-0	1,629 Brd TP 35# SCA/2/0.3	29.83		48.59
		Total Current Advertising			18	39,220.17

Case 18-30052 Claim 18-1 Filed 12/03/18

CHICAGO TRIBUNE

14839 Collections Center Dr Chicago, IL 60693-0148

media group

adbilling@tronc.com 844-348-2439

Desc Main Document

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11/30/18

Invoice & Summary

Billed Account Name: Hobo Billed Account Number: CU00027288 Invoice Number: 002040290000 Amount: \$372,292.04 Billing Period: 10/01/18 - 10/31/18 Due Date:

All past due amounts are payable immediately

INVOICE/SUMMARY

Page 1 of 4

Invoice & Summary Details						
Date	tronc Reference #	Description	Ad Size/ Units Rate	Gross Amount Total		
		Balance Forward		333,902.99		
09/01/18 10/03/18	3 CTC2040290 3	Current Activity Online HOBO_(Sept 2018 Campaign)_9/1/18-10/10/18_Chicago Tribune 20575777		750.00		
10/07/18	3 CTC1439902	CT-Preprint-Sunday Preprint 10/7 CT - Full Run. No TMC HOBO 10/07/2018 Preprint P&D 5873739-1-0	500,234 29.50 Tab TP 35# SCA/4/0.3	14,756.90		

ccount Sumn	nary				
Current	1-30	31-60	61-90	91+	Unapplied Amount
38,389.05	189,220.17	159,914.37	0.00	0.00	-15 231 55

Moy in naperville (m) CHICAGO

BVITOM 401

Béacon-News Courier-News News-Sun NapervilleSun Pioneer Press Post-Tribune Southtown

Please detach and return this portion with your payment.

CHICAGO TRIBUNE Chicago, IL 60693-0148

14839 Collections Center Dr

media group

HORO

Return Service Requested

Remittance Section

Billed Period: Billed Account Name: Billed Account Number: Invoice Number:

10/01/18 - 10/31/18 Hobo CU00027288

002040290000

For questions regarding this billing, or change of address notification, please contact Customer Care:

2650 BELVIDERE RD WAUKEGAN IL 60085-6006

Chicago Tribune Company 14839 Collections Center Dr Chicago, IL 60693-0148

իս իվիս Միլիկրիգի ԱրՄիրդում Միրվիդումի հանկիր

All orders Case, 18-30052 Claim 18-1 Filed 12/03/18 Desc Main Document Part of Publication Programs advertising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Pub Page 23 of 25

at http://tribpub.com/ad-io-terms and (ii) services other than or in addition to publication and/or insertion of advertisements (such as sponsored content creation, website development, advertising strategy design, and search engine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services ("Digital Services Terms and Conditions" and collectively with the Ad Publication Terms and Conditions, the "Standards Terms and Conditions") available at http://tribpub.com/ad-io-terms. The Standard Terms and Conditions may be updated from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time in effect on the date you place your order. By placing an order, you accept and agree to the Standard Terms and Conditions as from time to time in effect.

As used in these invoice terms and conditions, tronc, Inc. and any and all of their respective affiliates, as defined in the Ad Publication Terms and Conditions as "Publisher" and in the Digital Services Terms and Conditions as "TI" shall be collectively referred to herein as "Publisher." The Client, as set forth on the face of this invoice, for whose benefit the Advertising Services and/or Creation and Digital Services have been provided, as defined in the Ad Publication Terms and Conditions as "Advertiser" and in the Digital Services Terms and Conditions as "Client," shall be collectively referred to herein as "Advertiser."

FINANCIAL RELATED TERMS

Payments and Disputes
Payment: All invoices shall be paid within 15 days of invoice date or as otherwise stated on the invoice/payment schedule set forth in the Insertion Order or the Statements of Work ("SOWs").

Agency Liability: Any obligation of an Advertiser, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Advertiser (or its duly appointed agent) to act on Advertiser's behalf or is otherwise authorized to act on behalf of the Advertiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Section 11 of the incorporated Ad Publication Terms and Conditions and in Section 24 of the incorporated Digital Services Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for payment for all Advertising Services and/or Creation and Digital Services provided and invoiced by each Publisher regardless of any contrary language in any past, contemporaneous or future writing, regardless of whether it receives payment from Advertiser and regardless of whether the identity of the Agency's client is known to such Publisher. In addition, Agency agrees: (a) Publisher will not be bound by any terms, conditions or provisions in any document contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, it has all necessary authority to submit or enter into the Insertion Order or SOW and place an order with Publisher on behalf of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgement that Agency is its agent and is authorized to act on its behalf in connection with the Insertion Order, the SOW, the terms stated in this invoice and the Standard Terms and Conditions. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance funds sufficient to make payments pursuant to the Insertion Order or

Credit: Credit privileges may be suspended on any Advertiser account that is not paid in accordance with terms or exceeds approved credit limit. For prepaid Advertiser accounts, payment in the form of check, credit card or ACH must be received in advance of space deadline for Advertiser accounts that have not established credit with Publisher. If the Advertiser's account has established credit terms, payments on such accounts may be made by using a credit card; however, such payments must be made by the due date on the invoice. Payments in excess of \$2,500.00 cannot be paid using a credit card. It is the Advertiser's and its agent's responsibility to advise the Publisher's credit department immediately, via registered mail, of any change in business structure or status.

Pricing: For advertising inserts distributed via insertion in Publisher's newspaper and/or via Publisher's non-subscriber distribution program(s), quantity billed is based on the delivery quantity requirements provided by Publisher to Advertiser. Delivery quantity requirements are based on an estimate of circulation ordered plus an estimate for non-subscriber distribution, if any, plus provision for unsold copies of the newspapers, and an estimated amount for shipment and machine spoilage. Newspaper circulation is variable, therefore, it is recommended that Advertiser or its agent confirm delivery quantity requirements with their advertising sales representative just prior to ordering a print run. However, Publisher shall not be responsible nor provide rate adjustments for shortages or overages in delivery quantity requirements realized through circulation fluctuations or for circulation missed caused by shortages in the Advertiser's insert quantity provided. The terms and conditions of the Rate Cards that apply to the publications in which Advertiser has requested that Ads be published are expressly incorporated herein. If there is a conflict between your Insertion Order and the Rate Card, the Insertion Order will control.

Invoice Disputes: Advertiser and its agents waive any dispute regarding any item included in an invoice unless notice of such dispute is provided to Publisher within a reasonable period not to exceed 10 days.

Late Payment and Collections: Except for invoiced payments that Advertiser or its agent has successfully disputed, Advertiser and the Agency shall be responsible for all costs incurred by Publisher in connection with the collection of any amounts owing hereunder including, without limitation, collection fees, court costs and reasonable attorneys fees

No Set-Off

Unless otherwise agreed to by all parties, neither Advertiser nor the Agency may set off against amounts due to Publisher under this invoice any amounts owed by Publisher to Advertiser or the Agency.

All prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amount payable by Advertiser or the Agency. Advertiser and the Agency shall be responsible for all such charges, costs and taxes and all amounts paid and payable by Publisher in discharge of the foregoing taxes. This provision shall survive the termination of any agreement between Publisher and the Advertiser or Agency

Other Services

Except as stated otherwise, payments by or on behalf of Advertiser to Publisher for services or goods other than advertising space, inserts and color shall not be applied toward any revenue totals set forth in the any agreement between Advertiser and Publisher.

Rate Changes & Postal Changes

Publisher shall have the right to revise the advertising rates for Advertising Services, as set forth in Section 7.3 of the Ad Publication Terms and Conditions, at any time upon notice to Advertiser or the Agency of such rates. Advertiser may terminate its agreement on the date the new rates become effective by giving written notice within 30 days of such termination. In the event of such termination, Advertiser and the Agency shall be liable for Ads published prior to such termination at the "Current Agreement Rate," defined as the billing rate in effect at the time of publication.

If the United States Postal Service implements a postage cost increase at any time, Advertiser and the Agency understand and agree that the advertising rates for Advertising Services shall be adjusted to reflect that increase automatically upon the effective date of the United States Postal Service increase.

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Date	& Summa tronc Reference #	Description		ross Total
10/10/18	CTC1441039	CT-Preprints Preprint 10/10-10-14 HOBO Print Cost 1 Preprint 5923917-1-0	Tab Cust Sup/2/0.1	19,555.94
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO WI Store Overpints 5748032-3-0	16,750.00	83.75
10/24/18	CTC1447841	CT Print Only Alternative Week 22 Chicago Sun Times 5748032-4-0	16.00	2,554.06
10/24/18	CTC1447841	CT Print Only Alternative Week 22 Paddock Print/Joliet Herald Ne 5748032-7-0	16.00	440.40
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO Crest Hill 5748032-8-0	16,000.00	32.00
10/24/18(CTC1447841	CT Print Only Alternative Week 22 HOBO Waukegan 5748032-9-0	16,000.00	32.00
10/24/18 (CTC1447841	CT Print Only Alternative Week 22 HOBO Villa Park 5748032-10-0	16,000.00	56.00
10/24/18 (CTC1447841	CT Print Only Alternative Week 22 HOBO Oak Lawn 5748032-11-0	16,000.00	64.00
10/24/18 C	CTC1447841	CT Print Only Alternative Week 22 HOBO Franklin Park 5748032-12-0	16,000.00	64.00
		Total Current Advertising		38,389.05

Total:

\$372,292.04

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Northern District of Illinois Claims Register

18-30052 KLS Acquisition Corp.

Honorable Judge: Jacqueline P. Cox Chapter: 11

Office: Chicago

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (27348450) Claim No: 18 Status:
Chicago Tribune Media Group Original Filed Filed by: CR

Will Johnson Date: 12/03/2018 Entered by: Kimetha Collier

2501 S. State Hwy 121 Bus. Original Entered Modified:

800B Date: 12/04/2018

Lewisville, TX 75067

Amount claimed: \$372291.71

History:

Details 18-1 12/03/2018 Claim #18 filed by Chicago Tribune Media Group, Amount claimed: \$372291.71

(Collier, Kimetha)

Description: Remarks:

Claims Register Summary

Case Name: KLS Acquisition Corp.

Case Number: 18-30052

Chapter: 11

Date Filed: 10/25/2018 **Total Number Of Claims:** 1

Total Amount Claimed*	\$372291.71
Total Amount Allowed*	

^{*}Includes general unsecured claims

The values are reflective of the data entered. Always refer to claim documents for actual amounts.

	Claimed	Allowed
Secured		
Priority		
Administrative		