Case 18-30046 Claim 53-1 Filed 01/28/19 Desc Main Document Page 1 of 3

| Fill in this information to identify the case: | | | | |
|--|--|--|--|--|
| Debtor 1 FP Retail Associates LLC | | | | |
| Debtor 2 | | | | |
| (Spouse, if filing) | | | | |
| United States Bankruptcy Court Northern District of Illinois | | | | |
| Case number: 18-30046 | | | | |

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.

| 1.Who is the current creditor? | Chicago Tribune Company, LLC | Chicago Tribune Company, LLC | | | | | |
|---|---|---|--|--|--|--|--|
| Creditor: | 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 (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 Company, LLC | Richard K. Hausmann | | | | | |
| Federal Rule of | Name | Name | | | | | |
| Bankruptcy Procedure (FRBP) 2002(g) | c/o Helen S. Ward, Esq., Cohen & Grigsby, P.C 625 Liberty Avenue Pittsburgh, PA 15222 | 2501 S. State Hwy 121 Business, Bldg 800B | | | | | |
| | 1 Ittsburgh, 171 15222 | Lewisville, TX 75067 | | | | | |
| | Contact phone412-297-4900 | Contact phone 469–528–9890 | | | | | |
| | Contact email hward@cohenlaw.com | Contact email rhausmann@tribpub.com | | | | | |
| | Uniform claim identifier for electronic payments in ch | napter 13 (if you use one): | | | | | |
| 4.Does this claim amend one already filed? | No □ Yes. Claim number on court claims registry (if | known) Filed on | | | | | |
| E Do you know if anyone | . ✓ No | MM / DD / YYYY | | | | | |
| 5.Do you know if anyone 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 18-3004 Part 2: Give Information | _ | | Filed 01/2 f the Date th | | Desc Main Vas Filed | 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 ac | count or an | y number you use | to identify the | e debtor: | |
| 7.How much is the claim? | \$ | 372291.71 | | No Yes. Att | amount includ ach statement arges required | itemizing ir | nterest, fees | s, expenses, or |
| 3.What is the basis of the claim? | deat Banl Limi | mples: Goods solon, or credit card. A cruptcy Rule 3001 disclosing informertising services partising services participations. | Attach redact I(c). nation that is | entitled t | s of any docum o privacy, such | as healtho | orting the cl | aim required by |
| 9. Is all or part of the claim secured? | M № □ / | es. The claim is s Nature of prope | erty: If the claim Proof of Co | is secure | ed by the debto | r's principa Form 410- | ıl residence -A) with this | , file a Mortgage s Proof of Claim. |
| | | Attach redacted interest (for example document that s | copies of do | gage, lier | i, certificate of t | itle, financi | e of perfect ng stateme | ion of a security nt, or other |
| | | Value of proper | 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 necess date of the peti | | any defa | ault as of the | \$ | | |
| | | Annual Interest | t Rate (wher | n case wa | s filed) | | % | |
| | | ☐ Fixed ☐ Variable | | | | | _ | |
| 10.Is this claim based on a lease? | | No Yes. Amount no | ecessary to | cure any | default as of | the date o | f the petition | on.\$ |
| 11.Is this claim subject to a right of setoff? | | No Yes. Identify the | property: | | | | | |
| | | | | | | | | |

Official Form 410 Proof of Claim page 2

Case 18-30046 Claim 53-1 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 & Collections 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

469-528-9890

Contact phone

Lewisville, TX 75067

City State ZIP Code

Email

rhausmann@tribpub.com

U.S. Bankruptcy Court Northern District of Illinois

Debtor: FP Retail Associates LLC

Case No.: 18-30046

STATEMENT IN SUPPORT OF PROOF OF CLAIM

Chicago Tribune Company, LLC, a division of Tribune Publishing Company, formerly tronc, Inc. ("Claimant") files this 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: JERRY JUEWICZ Date 2/14/18

Home Owners Bargain Outlet

Title: Sypt SaleS Chicago Tribune Company, LLC

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:

Hobo CU00027288 002040290000

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

Billing Period: 11/30/18 Due Date: All past due amounts are payable immediately

INVOICE/SUMMARY

Page 1 of 4

| invoice | & Summar | y Details | Ad Size/ | Gross |
|----------------------|----------------------|---|---|--------------|
| Date | tronc Reference # | Description | Units Rate | Amount Total |
| | | Balance Forward | | 333,902.99 |
| | | Current Activity | | |
| 09/01/18 10/03/18 | CTC2040290 | 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 | 14,756.90 |

| count Sur | nmary | | | | |
|--------------------|------------|---------------|---------|--------|---------------------|
| 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 |
| Chicago Tribunc | Hoy 😝 Q | maperville in | CHICAGO | g Trib | MOTIV8 |

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: 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 18-30046 Claim 53-1 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, tric, 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 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 involved 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 stripment 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 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 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 |

| ccount Summa | ry | | | | | |
|--------------------|------|-----------------------|---------|---|------|---------------------|
| 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 Tribune | | naperville naperville | CHICAGO | Ğ | Trib | MOTIV8 |

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: 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

<u> Ալիրոյին Արագրակին իր իր հարարակություն արձահարարին արձահարարին արձահարարին իր հարարարին արձահարարին հարարար</u>

Case 18-30046 Claim 53-1 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 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 insurtion 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 Ra | ite Gross 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 29. Brd TP 35# SCA/2/0.3 2 | .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 29 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 Brd TP 35# SCA/2/0.3 2 | 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 Brd TP 35# SCA/2/0.3 2 | 9.50 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 Brd TP 35# SCA/2/0.3 | 9.50 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 Brd TP 35# SCA/2/0.3 2 | 9.50 590.09 |
| 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 Brd TP 35# SCA/2/0.3 2 | 9.50 153.99 |

| 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 | Amount Total |
|----------------------|-------------------|---|--|-----------|--------------|
| 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 | | 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 | 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 | tronc Reference # | Description | | ross Tota ount |
|----------|----------------------|---|--|-------------------|
| 09/26/18 | CTC1433740 | CT Print Only Alternative Week 20 Paddock Print/Joliet Herald Ne 5709911-7-0 | 16.00 | 440.46 |
| 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 25.06 Brd TP 35# SCA/2/0.3 2 | 40.1 |
| 09/27/18 | CTC1434094 | SubTrib_River Forest Leaves Preprint Week 20 HOBO B BUY Preprint P&D 5709890-7-0 | 1,234 29.36 Brd TP 35# SCA/2/0.3 2 | 36.23 |
| 09/27/18 | CTC1434094 | SubTrib_FranklinPk Herald Jrnl Preprint Week 20 HOBO B BUY Preprint P&D 5709890-8-0 | 571 30.02 Brd TP 35# SCA/2/0.3 | 17.14 |

| 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 | 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

Due Date:

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

09/30/18

All past due amounts are payable immediately

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 |

| Account Sum Current | mary 1-30 | 31-60 | 61-90 | 91+ | Unapplied Amount |
|---------------------|---------------------|----------------------|-----------------|--------|---------------------|
| 159,914.37 | 112,888.09 | 0.00 | 0.00 | 0.00 | 0.00 |
| | " / cm | naperville (an | CHICAGO | | MOTIV8 |
| Bëacon-News (| Cöurier-News | News-Sun Naperville5 | n Pioneer Press | Post-T | ribune 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

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 հուրիինի ա

Case 18-30046 Claim 53-1 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 prices are to present 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-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 easien and original services) are surject to routine and continues content of easien and original services (legisla services rems and Conditions") available at http://www.tronc.com/ad-to-terms/adcreation. The Standard Terms and Conditions and conditions are observed to the engine of the standard terms and conditions are observed to the engine of the standard terms and conditions are observed to the engine of the standard terms and conditions are observed to the engine of the engine 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

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 Credit: Credit privileges may be suspended on any adventiser accounts that is not permit accounts with a 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 Pricing: For advertising insens distinuted via insertion in Publisher's newspaper and/or via Publisher's non-subscriber distribution, if any, plus provision for unsold copies of the newspapers, and an estimate of inculation 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 prior furn. 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.

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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.

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 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 2 | 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 2 | 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 | & Summar tronc Reference # | Description | Ad Size/ Units | Rate | Gross Amount | Total |
|----------|----------------------------------|--|---|-------------|-----------------|-------|
| 08/01/18 | CTC1406055 | CT Print Only+Alternative Week 16 HOBO Waukegan | 2 | 16,000.00 | | 32.00 |
|)8/01/18 | 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 |
|)8/01/18 | 3 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 | 29.50 | | 40.15 |
|)8/02/18 | 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 | | 36.20 |
| 08/02/18 | 3 CTC1406005 | SubTrib_FranklinPk Herald Jml+Preprint Week 16 HOBO B BUY Preprint P&D | 581 Brd TP 35# SCA/0.32 2 | 29.50 | | 17.14 |
| 08/02/1 | 8 CTC1406005 | SubTrib_Doings Hinsdale+Preprint Week 16 HOBO B BUY Preprint P&D | 1,709 Brd TP 35# SCA/0.32 2 | 29.50 / | | 50.4 |
| 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 / | | 160.3 |
| 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 :/ | | 105.1 |
| 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 | | 48.5 |

| 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 |

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| 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

18-30046 FP Retail Associates LLC

Honorable Judge: Jacqueline P. Cox Chapter: 11

Office: Eastern Division **Last Date to file claims: Trustee: Last Date to file (Govt):**

Date: 01/28/2019

Creditor: (27484337) Chicago Tribune Company, LLC c/o Helen S. Ward, Esq., Cohen

& Grigsby, P.C 625 Liberty Avenue Pittsburgh, PA 15222

Amount claimed: \$372291.71

Claim No: 53 Status: Filed by: CR Original Filed

Entered by: EPoc ADI Date: 01/28/2019 Original Entered

Modified:

History:

Details 53-1 01/28/2019 Claim #53 filed by Chicago Tribune Company, LLC, Amount claimed: \$372291.71 (ADI, EPoc)

Description:

Remarks:

Claims Register Summary

Case Name: FP Retail Associates LLC

Case Number: 18-30046

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 | | |