Case 18-30046 Claim 55-1 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.

Part 1: Identify the Clair	m					
1.Who is the current creditor?	Chicago Tribune Company, LLC 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 Bankruptcy Procedure (FRBP) 2002(g)	Name	Name				
	c/o Helen S. Ward, Esq., Cohen & Grigsby, P. 625 Liberty Avenue Pittsburgh, PA 15222	C 2501 S. State Hwy 121 Business, Bldg 800B				
	Fittsburgh, FA 15222	Lewisville, TX 75067				
	Contact phone	Contact phone 469–528–9890				
	Contact email <u>hward@cohenlaw.com</u>	Contact email rhausmann@tribpub.com				
	Uniform claim identifier for electronic payments in chapter 13 (if you use one):					
4.Does this claim amend one already filed?	 I I No □ Yes. Claim number on court claims registry (in the second second	if known) Filed on				
		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 Cla	im page 1				

Case 18-3004 Part 2: Give Information	-	Claim 55-1 Fil It the Claim as of th			Docume	nt Page 2 of 3
6.Do you have any number you use to identify the debtor?		No Yes. Last 4 digits of the o	debtor's account or	any number you use	to identify the	debtor:
7.How much is the claim?	\$ 0.0	0	—— 🗹 No			or other charges?
	Yes. Attach statement itemizing interest, fees, expenses, other charges required by Bankruptcy Rule 3001(c)(2)(A).					
8.What is the basis of the claim?	deat Ban	nples: Goods sold, n h, or credit card. Atta kruptcy Rule 3001(c) t disclosing informatio	ach redacted cop	bies of any docum	nents suppo	rsonal injury or wrongful rrting the claim required by are information.
	Adv	ertising services perf	ormed prior to p	etition date. (See	Attachmen	t)
9. Is all or part of the claim secured?		✓es. The claim is sec Nature of property □ Real estate. If	the claim is security of <i>Claim Att</i>	ured by the debto	or's principa Form 410-	I residence, file a <i>Mortgage</i> A) with this <i>Proof of Claim</i> .
	Basis for perfection:					
		Attach redacted cop interest (for example document that show	e, a mortgage, li	en, certificate of	title, financi	e of perfection of a security ng statement, or other
		Value of property:	\$	5		_
		Amount of the clai secured:	im that is	6		- -
		Amount of the clai unsecured:	im that is 💡	3		(The sum of the secured and -unsecured amounts should match the amount in line 7.)
		Amount necessary date of the petition	y to cure any de n:	efault as of the	\$	
		Annual Interest Ra	ate (when case v	vas filed)		%
		□ Fixed □ Variable				-
10.Is this claim based on a lease?		No Yes. Amount nece	ssary to cure a	ny default as of	the date of	the petition.\$
11.Is this claim subject to a right of setoff?		No Yes. Identify the pro	operty:			
Official Form 410			Proof of Cla	aim		page 2

12.Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?		No Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly		Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$
nonpriority. For example in some categories, the lawl imits the amount entitled to priority.	,	□ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$
		□ Wages, salaries, or commissions (up to \$12,850*) 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).	\$
		\Box 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 of adjustment.	begun on or after the date
Part 3: Sign Below			
The person completing this proof of claim must	Che	ck the appropriate box:	
sign and date it. FRBP	~	I am the creditor	

9011(b).	I am the creditor. I am the creditor's at	torney or authorized agent.					
If you file this claim	_	ne debtor, or their authorized agent. Bankruptcy Rule 3004.					
electronically, FRBP 5005(a)(2) authorizes courts to establish local rules	□ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.						
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 claim, the creditor gave the debtor credit for any payments received toward the debt.						
A person who files a fraudulent claim could be fined up to \$500,000,	I have examined the informatio and correct.	n in this Proof of Claim and have a reasonable belief 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 perju	ry that the foregoing is true and correct.					
3571.	Executed on date	1/28/2019					
	I	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					
		First name Middle 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 servicer					
	Address	2501 S. State Hwy 121 Business Bldg 800B					
		Number Street Lewisville, TX 75067					
		City State ZIP Code					
	Contact phone 469–5	28–9890 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 an unliquidated amount 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.

Pursuant to the terms of the Revenue Contract, Debtors agreed to run advertising with Claimant totaling at least \$1,400,000.00 for the period of 1/1/18 through 12/31/18 (the "Revenue Contract Period"). In the event that total advertising expenditures did not reach \$1,200,000 (the "Expenditure Quota") for the Revenue Contract Period, Claimant would adjust all advertising rates under the Revenue Contract 1% higher for every 4% of Debtors' shortfall. Debtors failed to meet the Expenditure Quota by failing to spend and pay Claimant \$1,200,000 for advertising during the Revenue Contract Period. The final amount due under the Revenue Contract for the failure of Debtors to meet the Expenditure Quota remains unliquidated at this time and Claimant reserves the right to amend this proof of claim when such amounts become fully liquidated.

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 waiver of a waiver of any right to a jury trial or a consent to a jury trial being conducted by the Bankruptcy Court.

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01/28/19 Desc Attachment 1 Page 2 of 25 Claim 55-1 Part 2 Case 18-30046 Media Group

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.

114/18 REWICZ Date Print: JE22 GN Title:

Home Owners Bargain Outlet

By: Date – **Print:** Title:

Chicago Tribude Company, LLC

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

Page 1 of 4

Date	& Summan tronc Reference #	Description	Ad Size/ Units Rate	Gross Total Amount Total
continuinte data de la Cale		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 2	14,756.90

Account Sum	mary				
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
		prefrontit landau	CHICAGO 🖞	Trib	8VITOM
Béacon-News (Cöurier-News	News-Sun NapervilleSun	Pioneer Press	Post:	Fribune Southtown

Please detach and return this portion with your payment.

CHICAGO TRIBUNE Chicago, IL 60693-0148

media group

14839 Collections Center Dr

Return Service Requested

Remittance Section	
Billed Period:	10/01/18 - 10/31/18
Billed Account Name:	Hobo
Billed Account Number:	CU00027288
Invoice Number:	002040290000

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

00002728800002728801002040290 03838905 37229204 7

Invoice & Summary Billed Account Name: Hobo CU00027288 Billed Account Number: 002040290000 Invoice Number: Amount: \$372,292.04 10/01/18 - 10/31/18 Billing Period: 11/30/18 Due Date: All past due amounts are payable immediately

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 All orders for (i) print, digital and/or prepent advertising ("Advartising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") available at http://tribpub.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 angine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions ("Ad Publication Terms and Conditions") available collectively with the Ad Publication Terms and Conditions, the "Standards Terms and Conditions") available at http://tribpub.com/ad-to-terms. The Standard Terms and Conditions may be updated from time to time in Your order will be subject to these structes 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 Volument of the subject to these structes 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 Volument of Content on the first. 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 As used in treating of the second of the second of the second distance of the second distan

FINANCIAL RELATED TERMS

Payments and Disputes Payment: All involces shall be paid within 15 days of invoice date or as otherwise stated on the involce/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 duly 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 Advertiser (a is usiy apported dgen) is act or Advertiser o benar or is benar on a benar do led any adjust and on the advertiser (a is usiy apported dgen) is act or advertiser o benar on a benar do led any adjust and on the advertiser (benar adjust) and adjust) and advertiser (benar adjust) and adjust) any adjust) and adjust) and adjust) andj payment for all Advertising Services and/or Creation and Digital Services provided and involced by each Hubisher regardless of any contrary tanguage in any past, contemporaneous or hubine whiling, regardless of whether the identify 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 adocument contrary to the terms of this involce; and (b) represents and warrants that, as egent for the Advertiser, it has all necessary authority to subhinit or enter into the involce; and (b) represents and warrants that, as egent or to the Advertiser, thas all necessary authority to subhinit or enter into the involce; and (b) represents and warrants that, as egent or to advertiser, thas all necessary authority to subhinit or enter into the involce; and (b) represents and warrants that, as egent and or request written confirmation of the relationship bofween Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgement that Agency is its agent and is authorized to ad 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 SOW

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 crown. Order primages may be subjected on any noncrusser accounts that not pool in uccounties man terms or excerve approved traditional. For preparat wavenager accounts, payment in the torm 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 \$2,560.00 cannot be paid using a credit card. It is the Adventiser's and its agent's 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 \$2,560.00 cannot be paid using a credit card. It is the Adventiser's and its agent's the adventiser's account is agent's the adventiser responsibility to advise the Publisher's credit department immediately, via registered mail, of any change in business structure or status.

Pricing: For adventsing 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 are based on the newspaper, and by Publisher to Advertiser. Delivery quantity requirements are based on an estimated or ordered plus an estimated for non-subscriber distribution, if any, plus provision for unsold copies of the newspapers, and an estimated amount for shyment 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 with eventising sales fluctuations or for ordering a print run. However, Publisher shall not be responsible nor provided. The terms and conditions of the Rate Cards that apply to the publications in which Advertiser has requested that Advertiser 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 involced payments that Advartiser or its agent has successfully disputed; Advartiser 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, relifier Advertiser nor the Agency may set off against amounts due to Publisher under this revoice 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, dulles 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 Adventiser to Publisher for services or goods (then then adventising 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 lime upon notice to Advertiser or the Agency of such rates. Advertiser may terminate its agreement on the dute 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 in 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 automationally upon the effective date of the United States Postal Service increase.

Page 2 of 4

eference # FC1441039 FC1447841 FC1447841 FC1447841	CT-Preprints Preprint 10/10-10-14 HOBO Print Cost 1 Preprint 5923917-1-0 CT Print Only Alternative Week 22 HOBO WI Store Overpints 5748032-3-0 CT Print Only Alternative Week 22 Chicago Sun Times 5748032-4-0 CT Print Only Alternative Week 22		16,750.00 16.00	19,555.9 83.7 2,554.0
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TC1447841	CT Print Only Alternative Week 22 HOBO Waukegan 5748032-9-0		16,000.00	32.0
TC1447841	CT Print Only Alternative Week 22 HOBO Villa Park 5748032-10-0		16,000.00	. 56.0
TC1447841	CT Print Only Alternative Week 22 HOBO Oak Lawn 5748032-11-0		16,000.00	64.0
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j

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Billed Account Name:

Invoice Number:

Billing Period:

Amount:

Due Date:

Billed Account Number:

Invoice & Summary

Hobo

CU00027288

\$333,902.99

10/30/18

001479427000

09/01/18 - 09/30/18

CHICAGO TRIBUNE Chicago, IL 60693-0148

14839 Collections Center Dr

media group

adbilling@tronc.com 844-348-2439

INVOICE/SUMMARY

Page 1 of 8

Date	tronc Reference #	y Details Description	Ad Size/ Units Rate	Gross Total 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	CTC1479427	<i>Current Activity</i> 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

Account Sun	nma 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
		W maperville News-Sun NapervilleSur	CHICAGO		MOTIV8 ribune Southtown

Please detach and return this portion with your payment.

CHICAGO TRIBUNE Chicago, IL 60693-0148

media group

14839 Collections Center Dr

Return Service Requested

Remittance Section	
Billed Period:	09/01/18 - 09/30/18
Billed Account Name:	Hobo
Billed Account Number:	CU00027288
Invoice Number:	001479427000

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

ново 2650 BELVIDERE RD WAUKEGAN IL 60085-6006

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

00002728800002728801001479427 18922017 33390299 8

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 Publisher's Advertising Agreement standard Terms and Conditions ("Advertising Services") are subject to Publisher's Advertising Agreement standard Terms and Conditions ("Advertising Services") are subject to Publisher's Advertising Agreement standard Terms and Conditions, website development, advertising and this integrity development, advertising and in services other than or in addition to publication and/or inservition of advertising and conditions and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services Terms and Conditions ("Advertising Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services Terms and Conditions, 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 search engine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services Terms and Conditions, available at http://www.tronc.com/ad-lo-terms/adcreation. The Standard Terms and Conditions are the Standard Terms and Conditions a Conditions and consciences who are no considered in terms and conditions and conditins and conditions and conditions and condi 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, trond, 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 "The Lieut, as set forth on the face of this invoice, for whose banefit the Advertising Services and/or Creation and Digital Services have been provided as defined in the Advertising Services and/or Creation and Digital Services have been provided as defined in the Advertising Services and/or Creation and Digital Services have been provided as defined in the Advertising Services and/or Creation and Digital Services Terms and Conditions as "Chert," 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 Advertised, 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 congrister or an Adventiser, porsitivition to the terms added to central tables to the term and behalf of the Adventiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Adventiser to its duly 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 Digital Services Tarms and Conditions, the Agency shall be liable (jointly and severally with the Adventiser) for Section 11 of the incorporated Ad Publication Terms and Conditions and in Section 24 of the incorporated Digital Services Tarms and Conditions, the Agency shall be liable (jointly and severally with the Adventiser) for Section 11 of the incorporated Ad Publication 1 erms and Conditions and in Section 24 of the incorporated Digital Services 1 erms 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 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 whither the identity of the Advertiser, to such Publisher, in addition, Agency adverts (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 warants that, as agent for the Advertiser, distance and expanded of the Advertiser. Advertee Advertee Advertee and the advertee Advert or both some many down and company to be some or the increase, and to help open and manager and exception or the 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, Advertise'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 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, predit 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 ALH must be received in advance or space dealante to: Advantage actions and not seateness or user in the seateness of seateness of seateness and a seateness of seatenees of seateness of seateness of seateness of seateness of seaten

Pricing: For adventising 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 incluation ordered plus an estimate of non-subscriber distribution, if any, plus provision for unsold copies of the newspapers, and an estimate of incluation ordered plus an estimate of non-subscriber distribution, if any, plus provision for unsold copies of the newspapers, and an estimate of unsold copies of the newspapers, and an estimate of incluation is variable, therefore, it is recommended that Advertiser or its agent confirm delivery quantity requirements with their advertising seles representative just provide 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 previded. 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 freerion Order and the Rate Card, the Insertion.

Invoice Disputes: Advertiser and its agents walve 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 attomays 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

A 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. Adventiser 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, insorts and color shall not be applied toward any revenue totals set forth in the any agreement between Advertiser and Publisher.

Rale 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 running that have we repart transfer to dovertising range for Advertiser of 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 leable 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 8

Date	tronc Reference #	Description	Ad Size/ Units Rate	Amount Tota
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 2	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 2	23,694.9
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	8,013.6
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 2	3,457.7
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 2	590.0
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# SCA/2/0,3 2	153.9

Date	& Summar tronc Reference #	Description	Data	ross Tota ount
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Kenosha News 5709825-1-0	16,750.00	485.7
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Racine Journal Times 5709825-2-0	16,750.00	502.5
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO WI Store Overpints 5709825-3-0	16,750.00	83.7
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Chicago Sun Times 5709825-4-0	16.00	2,554.0
09/12/18	CTC1423709	CT Print Only Alternative Week 19 Paddock Print/Joliet Herald Ne 5709825-7-0	16.00	440.
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Crest Hill 5709825-8-0	16,000.00	32.
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Waukegan 5709825-9-0	16,000.00	32.(
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Villa Park 5709825-10-0	16,000.00	56.1
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Oak Lawn 5709825-11-0	16,000.00	64.
09/12/18	CTC1423709	CT Print Only Alternative Week 19 HOBO Franklin Park 5709825-12-0	16,000.00	64.

Date	tronc Reference #	Description	Ad Size/ Units	Rate p	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# \$CA/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 3		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 2	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 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		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_Dally 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 3	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	Ad Size/ Units	Rate	Gross Total Amount
09/26/18	CTC1433740	CT Print Only Alternative Week 20 Paddock Print/Joliet 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
)9/26/18	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/2/0.3 2	29.36	36.20
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 2	30.02	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 3		50.42
9/27/18	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 3		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 3		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 2	29.83 3		48.59
		Total Current Advertising			1	89,220.17

Total: \$333,902.99

Invoice & Summary

All past due amounts are payable immediately

Hobo

CU00027288

\$272,802.46

09/30/18

000947288000

08/01/18 - 08/31/18

Billed Account Name:

Invoice Number:

Billing Period:

Amount:

Due Date:

Billed Account Number:

CHICAGO TRIBUNE

14839 Collections Center Dr Chicago, IL 60693-0148

media group

adbilling@tronc.com 844-348-2439

INVOICE/SUMMARY

Page 1 of 10

Invoice & Summary Details Gross Ad Size/ tronc Rate Total Description Date Units Amount Reference # 355,934.83 **Balance** Forward -124,992.97 Payment Received:Ref# 14764 08/12/18 -118,053.77 Payment Received:Ref# 14774 08/21/18 Current Activity 1,000.00 Alternative Digital 07/26/18 CTC947288 Advertising 12/26/18 5728134 1,285,524 30.15 38,758,55 08/01/18 CTC1406076 LV Midweek+Preprint Brd TP 08/05/18 Week 16 35# HOBO B BUY Preprint P&D SCA/0.32/ 2

Account Sur	nma ry						
Current	1-30		31-60	61-90		91+	Unapplied Amount
159,914.37	112,888.09)	0.00	0.00		0.00	0.00
Chirago Tribune Béacon-News	the manager	metroses waa	aperville (.m.) NapervilleSun	N	1.3		MOTIV8 ribune Southtown

Please datach and return this portion with your payment.

CHICAGO TRIBUNE Chicago, IL 60693-0148

media group

14839 Collections Center Dr

Return Service Requested

Remittance Section	
Billed Period:	08/01/18 - 08/31/18
Billed Account Name:	Hobo
Billed Account Number:	CU00027288
Invoice Number:	000947288000

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

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00002728800002728811000947288 15991437 27280246 6

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 An orders to to provide an and provide automating to be a starting on these free and a starting on the startin an interaction of adventise of the services of the eart of an advance of the advance of advance of the advance of adventise of the advance of the strategy design, and sensor engine operations, concervery oreason and orginal devices (engine) are supported running or 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, 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 "The Client, as set forth on the face of this invoice, for whose benefit the Advantising Services and/or Creation and Digital Services have been provided, as defined in the Advantising Services and/or Creation and Digital Services have been provided, as defined in the Advantising services and/or Creation and Digital Services have been provided, as defined in the Advantising Services and/or Creation as "Advantiser"

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 Insention 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 row in the standard terms and contensions, may be satisfied by an advertising agency which this been duly appointed by Advertiser (or its duly appointed agent) to act on Advertiser's behalf or to otherwise authorizate to act on behalf of the Advertiser, whether by express, implied, apparent or other authority (the "agency"). As set (orth in Section 11 of the incorporated Ad Publication Terms and Contributions and in Section 24 of the incorporated Digital Services Terms and Conditions, the Agency shall be itable (jointly and severally with the Advertiser) for payment for all Advertising Services and/or Creation and Digital Services provided and involced by each Publisher regardless of any contrary language in any past, contemporaneous or luture writing, regardless of whether it receives payment from Advertiser and regardless of whether it is dentily of the Agency's client is known to such Publisher. It has all advertiser and regardless of the incorporated ad uncode the terms and the proceeded and involve the terms and the proceeded and involve the terms and the terms and the proceeded and involve the terms and the agency's and the proceeded and involve the terms and the proceeded and and the proceeded and involve the terms and terms and the proceeded and involve the terms and terms an 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 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, Advertise'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 entrong better representations. In addition, upon the request of Publisher, Agency will confirm whether Advertiser has paid to Agency in advance lunds sufficient to make payments pursuant to the Insertion Order or 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 Credit: Credit privileges may be suspended on any Auvention accounts real is not pad in account real many of accounts, for prepare relations between a submit real of the account of prepare relations between a submit real accounts and real accounts and real accounts and real accounts of accounts and real accounts are accounts and real accounts are accounts and real accounts are accounts are accounts and real accounts are accounts are accounts are accounts are accounts and real accounts are accounted are accounts are accounts are accounts are accounted are accounts are accounts are accounts are accounted ar 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 insensidistimuted via insention in Publisher's newspaper and/or via Publisher's non-subscriber distribution, if any, plus provision for unsold copies of the newspaper, and 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 newspaper, 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 with their advertising sales fluctuations or for circulation missed caused by shortages in the Advertiser's insert quantity provided. The lems and conditions of the Rate Cards that apply to the publications in which Advertiser has requested that Advertiser expressity incorporated herein. If there is a conflict between your Insertion Order and the Rate Card, the Insertion Order will control.

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Other Services

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

Rate Changes & Postal Changes

registration of the second receiver stat take literage laterage a receiver and the adventisely cervices of the Agency of such receiver in the and conditions, at any time upon notice to Adventiser or the Agency of such ratios. Adventiser 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, Adventiser and the Agency shall be liable for Asis published pror to such termination at the "Current Agreement Rate," defined as the billing rate in effect at the time of publication. It the United States Postal Service implements a postage cost increase at any lime, 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	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, 2	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 2		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	2	16,000.00	32.00

)ate	tronc Reference #	Description	Ad Size/ Units	Rate Amount	Tota
8/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Waukegan	2	16,000.00	32.0
8/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Villa Park	4	16,000.00	56.C
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Oak Lawn	4	16,000.00	64.(
)8/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Franklin Park	4 ,	16,000.00	64.(
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.
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.
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.
08/02/18	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.
08/02/18	3 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
08/02/18	3 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 2/	105
08/02/18	3 CTC1406005	SubTrib_Doings Western Springs+Preprint Week 16 HOBO B BUY Preprint P&D	1,647 Brd TP 35# SCA/0.32	29.50	48

Date	tronc Reference #	Description	Ad Size/ Units	Rate Gross Amount	Total
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 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		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 2	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

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Date	tronc Reference #	Description	Ad Size/ Units	Rate Gro Amo	unt Iotal
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	56.00
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
08/16/18	CTC1411694	SubTrib_Elmwood Pk Elm Leaves Preprint Week 17 HOBO A BUY Preprint P&D 5651927-6-0	1,361 Brd TP 35# SCA/2/0.3 2	29.50 3	40.18
08/16/18	CTC1411694	SubTrib_River Forest Leaves Preprint Week 17 HOBO A BUY Preprint P&D 5651927-7-0	1,228 Brd TP 35# SCA/2/0.3 2	29.50 3	36.23
08/16/18	CTC1411694	SubTrib_FranklinPk Herald JrnI_Preprint Week 17 HOBO A BUY Preprint P&D 5651927-8-0	581 Brd TP 35# SCA/2/0.3 2	29.50 3	17.1

Date	tronc Reference #	Description	Ad Size/ Units	Rate Amount	Tota
)8/16/18	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
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	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 3	23,602.4
08/29/18 09/02/18	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 3	275,44
08/29/18 09/02/18	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 3	155.3
08/29/18	CTC1417698	CT Print Only Alternative Week 18 Kenosha News 5708142-1-0		16,750.00	485.7
08/29/18	CTC1417698	CT Print Only Alternative Week 18 Racine Journal Times 5708142-2-0		16,750.00	502.5

Date	& Summary tronc Reference #	Description	Ad Size/ Units	Rate Gross Amount	Total
)8/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO WI Store Overpints 5708142-3-0		16,750.00	83.75
)8/29/18	CTC1417698	CT Print Only Alternative Week 18 Chicago Sun Times 5708142-4-0		16.00	2,554.06
8/29/18	CTC1417698	CT Print Only Alternative Week 18 Paddock Print/Joliet Herald Ne 5708142-7-0		16.00	440.40
)8/29/18	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	- 32.0
)8/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Villa Park 5708142-10-0		16,000.00	. 56.0
)8/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Oak Lawn 5708142-11-0		16,000.00	64.0
)8/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO Franklin Park 5708142-12-0		16,000.00	64.0
	CTC1418349	SubTrib_Elmwood Pk Elm Leaves Preprint Week 18 HOBO B BUY Preprint P&D 5708073-6-0	1,361 Brd TP 35# SCA/2/0.3 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/2/0.3 2	29.50	36.2

Date	& Summar tronc Reference #	Description	Ad Size/ Units	Rate	Gross Total Amount
38/30/18	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
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

Total: \$272,802.46

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Northern District of Illinois Claims Register

18-30046 FP Retail Associates LLC

Honorable Judge: Jacqueline P. Cox Office: Eastern Division		Chapter: 11 Last Date to file claims:		
Trustee:	La	st Date to file (Govt):		
<i>Creditor:</i> (27484337) Chicago Tribune Company, LLC c/o Helen S. Ward, Esq., Cohen & Grigsby, P.C 625 Liberty Avenue Pittsburgh, PA 15222	Claim No: 55 Original Filed Date: 01/28/2019 Original Entered Date: 01/28/2019	Status: Filed by: CR Entered by: EPoc ADI Modified:		
Amount claimed: \$0.00				
	laim #55 filed by Ch).00 (ADI, EPoc)	icago Tribune Company, LLC,	Amount cl	aimed:
Description:				
Remarks: (55-1) Filer Comme	ent: Unliquidated. (S	See Attachment)		

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* \$0.00

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		