

Fill in this information to identify the case:Debtor 1 Hillcrest Enterprises LLC

Debtor 2

(Spouse, if filing)

United States Bankruptcy Court Northern District of IllinoisCase number: 18-30047

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 Claim

1. Who is the current creditor?	<u>Chicago Tribune Company, LLC</u>	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	<u>Tribune Publishing Company (formerly, tronc, Inc.)</u>
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>Chicago Tribune Company, LLC</u>	<u>Richard K. Hausmann</u>
	Name	Name
	<u>c/o Helen S. Ward, Esq., Cohen & Grigsby, P.C 625 Liberty Avenue Pittsburgh, PA 15222</u>	<u>2501 S. State Hwy 121 Business, Bldg 800B</u>
		<u>Lewisville, TX 75067</u>
	Contact phone <u>412-297-4900</u>	Contact phone <u>469-528-9890</u>
	Contact email <u>hward@cohenlaw.com</u>	Contact email <u>rhausmann@tribpub.com</u>
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____	
	MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____										
7. How much is the claim?	\$ 0.00 _____ <div style="float: right; text-align: right;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>										
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information. Advertising services performed prior to petition date. (See Attachment) _____										
9. Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) <table style="width: 100%;"> <tr> <td style="width: 50%;">Value of property:</td> <td style="width: 50%;">\$ _____</td> </tr> <tr> <td>Amount of the claim that is secured:</td> <td>\$ _____</td> </tr> <tr> <td>Amount of the claim that is unsecured:</td> <td>\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Amount necessary to cure any default as of the date of the petition:</td> <td style="width: 40%;">\$ _____</td> </tr> </table> <table style="width: 100%;"> <tr> <td style="width: 60%;">Annual Interest Rate (when case was filed)</td> <td style="width: 40%;">_____ %</td> </tr> </table> <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	Value of property:	\$ _____	Amount of the claim that is secured:	\$ _____	Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)	Amount necessary to cure any default as of the date of the petition:	\$ _____	Annual Interest Rate (when case was filed)	_____ %
Value of property:	\$ _____										
Amount of the claim that is secured:	\$ _____										
Amount of the claim that is unsecured:	\$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)										
Amount necessary to cure any default as of the date of the petition:	\$ _____										
Annual Interest Rate (when case was filed)	_____ %										
10. Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____										
11. Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____										

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. <i>Check all that apply.</i>	<p>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</p> <p><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____</p> <p><input type="checkbox"/> 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). \$ _____</p> <p><input type="checkbox"/> 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). \$ _____</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____</p> <p><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____</p> <p><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies \$ _____</p>	Amount entitled to priority
---	--	---	------------------------------------

* 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 this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

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

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 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		
	First name	Middle name	Last name
Title	Senior Manager – Credit & Collections		
Company	Tribune Publishing Company		
Address	Identify the corporate servicer as the company if the authorized agent is a servicer		
	2501 S. State Hwy 121 Business Bldg 800B		
	Number Street		
	Lewisville, TX 75067		
Contact phone	469-528-9890	Email	rhausmann@tribpub.com

U.S. Bankruptcy Court
Northern District of Illinois
Debtor: Hillcrest Enterprises LLC
Case No.: 18-30047

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 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 JUREWICZ Date 2/14/18
 Title: VP/GM
 Home Owners Bargain Outlet

By: 
 Print: Pamela Henson Date 2/14/18
 Title: SVP Sales
 Chicago Tribune Company, LLC

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

CHICAGO TRIBUNE

media group

14839 Collections Center Dr
Chicago, IL 60693-0148adbilling@trnc.com
844-348-2439**Invoice & Summary**

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

INVOICE/SUMMARY

Page 1 of 4

Invoice & Summary Details

Date	trnc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
		Balance Forward				333,902.99
		<i>Current Activity</i>				
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 Tab TP 35# SCA/4/0.3 2	29.50		14,756.90

Account Summary

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 Tribune **Hoy** **IS** **naperville** **CHICAGO** **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

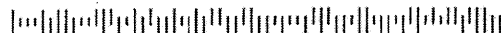
media group

14839 Collections Center Dr
Chicago, IL 60693-0148

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 60085-5006Chicago Tribune Company
14839 Collections Center Dr
Chicago, IL 60693-0148

00002728800002728801002040290 03838905 37229204 7

All orders for (i) print, digital and/or preprint advertising ("Advertising Services") are subject to Publisher's Advertising Agreement Standard Terms and Conditions ("Ad Publication Terms and Conditions") available at <http://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 engine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services ("Digital Services Terms and Conditions") and collectively with the Ad Publication Terms and Conditions, the "Standard Terms and Conditions" available at <http://tribpub.com/ad-to-terms>. The Standard Terms and Conditions may be updated from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time in effect on the date you place your order. By placing an order, you accept and agree to the Standard Terms and Conditions as from time to time in effect.

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

FINANCIAL RELATED TERMS

Payments and Disputes

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

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

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

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

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

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

No Set-Off

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

Taxes

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

Other Services

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

Rate Changes & Postal Changes

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

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

Invoice & Summary Details

Date	tronc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
10/10/18	CTC1441039	CT-Preprints Preprint 10/10-10-14 HOBO Print Cost 1 Preprint 5923917-1-0	Tab Cust Sup/2/0.1 3			19,555.94
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO WI Store Overprints 5748032-3-0		16,750.00		83.75
10/24/18	CTC1447841	CT Print Only Alternative Week 22 Chicago Sun Times 5748032-4-0		16.00		2,554.06
10/24/18	CTC1447841	CT Print Only Alternative Week 22 Paddock Print/Joliet Herald Ne 5748032-7-0		16.00		440.40
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO Crest Hill 5748032-8-0		16,000.00		32.00
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO Waukegan 5748032-9-0		16,000.00		32.00
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO Villa Park 5748032-10-0		16,000.00		56.00
10/24/18	CTC1447841	CT Print Only Alternative Week 22 HOBO Oak Lawn 5748032-11-0		16,000.00		64.00
10/24/18	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

This page intentionally blank

CHICAGO TRIBUNE

media group

14839 Collections Center Dr
Chicago, IL 60693-0148adbilling@trnc.com
844-348-2439**Invoice & Summary**

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

INVOICE/SUMMARY

Page 1 of 8

Invoice & Summary Details

Date	trnc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
		Balance Forward				272,802.46
09/27/18		Payment Received: Ref# 14797			-112,888.09	
09/30/18		Adjustment, Pub Date - 2018/08/01			-15,231.55	
<hr/>						
<i>Current Activity</i>						
07/26/18	CTC1479427	Alternative Digital				1,000.00
12/26/18		Advertising 5728134				
08/01/18	CTC1479427	Online				15,596.50
09/12/18		HOBO_(August 2018 Campaign)_8/1/2018-9/12/2018__Chicago Tribune 20514714				

Account Summary

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









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

Please detach and return this portion with your payment.

CHICAGO TRIBUNE

media group

14839 Collections Center Dr
Chicago, IL 60693-0148

Return Service Requested

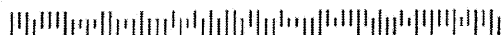
Remittance Section

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:

HOBO
 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 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 strategy design, and search engine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services ("Digital Services Terms and Conditions") and collectively with the Ad Publication Terms and Conditions, the "Standard Terms and Conditions" available at <http://www.tronc.com/ad-to-terms/adcreation>. The Standard Terms and Conditions may be updated from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time in effect on the date you place your order. By placing an order, you accept and agree to the Standard Terms and Conditions as from time to time in effect.

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

FINANCIAL RELATED TERMS

Payments and Disputes

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

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

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

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

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

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

No Set-Off

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

Taxes

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

Other Services

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

Rate Changes & Postal Changes

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

Invoice & Summary Details

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

Invoice & Summary Details

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

Invoice & Summary Details

Date	trunc 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 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

Invoice & Summary Details

Date	tronic Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
09/26/18 09/30/18	CTC1433734	LV Midweek Preprint Week 20 HOB0 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 HOB0 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 HOB0 B BUY Preprint P&D 5709882-3-0	117,212 Brd TP 35# SCA/2/0.3 2	29.50		3,457.75
09/26/18 09/30/18	CTC1433734	SubTrib_Daily Southtown Preprint Week 20 HOB0 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 HOB0 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 HOB0 WI Store Overprints 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

Invoice & Summary Details					
Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount Total
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
09/26/18	CTC1433740	CT Print Only Alternative Week 20 HOBO Waukegan 5709911-9-0		16,000.00	32.00
09/26/18	CTC1433740	CT Print Only Alternative Week 20 HOBO Villa Park 5709911-10-0		16,000.00	56.00
09/26/18	CTC1433740	CT Print Only Alternative Week 20 HOBO Oak Lawn 5709911-11-0		16,000.00	64.00
09/26/18	CTC1433740	CT Print Only Alternative Week 20 HOBO Franklin Park 5709911-12-0		16,000.00	64.00
09/27/18	CTC1434094	SubTrib_Elmwood Pk Elm Leaves Preprint Week 20 HOBO B BUY Preprint P&D 5709890-6-0	1,602 Brd TP 35# SCA/2/0.3 2	25.06	40.15
09/27/18	CTC1434094	SubTrib_River Forest Leaves Preprint Week 20 HOBO B BUY Preprint P&D 5709890-7-0	1,234 Brd TP 35# SCA/2/0.3 2	29.36	36.23
09/27/18	CTC1434094	SubTrib_FranklinPk Herald Jrnl Preprint Week 20 HOBO B BUY Preprint P&D 5709890-8-0	571 Brd TP 35# SCA/2/0.3 2	30.02	17.14

Invoice & Summary Details

Date	tronic Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
09/27/18	CTC1434094	SubTrib_Doings Hinsdale Preprint Week 20 HOBO B BUY Preprint P&D 5709890-9-0	1,715 Brd TP 35# SCA/2/0.3 2	29.40		50.42
09/27/18	CTC1434094	SubTrib_Doings La Grange Preprint Week 20 HOBO B BUY Preprint P&D 5709890-10-0	5,379 Brd TP 35# SCA/2/0.3 2	29.80		160.30
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 2	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 2	29.83		48.59
Total Current Advertising						189,220.17

Total: \$333,902.99

CHICAGO TRIBUNE

media group

14839 Collections Center Dr
Chicago, IL 60693-0148adbilling@trnc.com
844-348-2439**Invoice & Summary**

Billed Account Name: Hobo
 Billed Account Number: CU00027288
 Invoice Number: 000947288000
 Amount: \$272,802.46
 Billing Period: 08/01/18 - 08/31/18
 Due Date: 09/30/18
 All past due amounts are payable immediately

INVOICE/SUMMARY

Page 1 of 10

Invoice & Summary Details

Date	trnc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
		Balance Forward				355,934.83
08/12/18		Payment Received:Ref# 14764			-124,992.97	
08/21/18		Payment Received:Ref# 14774			-118,053.77	
<hr/>						
<i>Current Activity</i>						
07/26/18	CTC947288	Alternative Digital				1,000.00
12/26/18		Advertising 5728134				
08/01/18	CTC1406076	LV Midweek+Preprint	1,285,524	30.15		38,758.55
08/05/18		Week 16 HOB0 B BUY Preprint P&D	Brd TP 35# SCA/0.32/ 2			

Account Summary

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

Chicago Tribune **Hoy** **IS** **metron** **naperville** **(m)** **CHICAGO** **i** **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

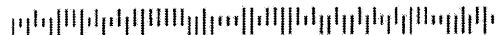
media group

14839 Collections Center Dr
Chicago, IL 60693-0148

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:HOB0
2650 BELVIDERE RD
WAUKEGAN IL 60085-6006Chicago Tribune Company
14839 Collections Center Dr
Chicago, IL 60693-0148

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 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 strategy design, and search engine optimization, collectively "Creation and Digital Services") are subject to Publisher's Terms and Conditions Content Creation and Digital Services ("Digital Services Terms and Conditions") and collectively with the Ad Publication Terms and Conditions, the "Standard Terms and Conditions" available at <http://www.tronc.com/ad-to-terms/adcreation>. The Standard Terms and Conditions may be updated from time to time. Your order will be subject to these invoice terms and conditions and the Standard Terms and Conditions as from time to time in effect on the date you place your order. By placing an order, you accept and agree to the Standard Terms and Conditions as from time to time in effect.

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

FINANCIAL RELATED TERMS

Payments and Disputes

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

Agency Liability: Any obligation of an Advertiser, pursuant to the terms stated herein and as set forth in the Standard Terms and Conditions, may be satisfied by an advertising agency which has been duly appointed by Advertiser (or its duly appointed agent) to act on Advertiser's behalf or is otherwise authorized to act on behalf of the Advertiser, whether by express, implied, apparent or other authority (the "Agency"). As set forth in Section 11 of the incorporated Ad Publication Terms and Conditions and in Section 24 of the incorporated Digital Services Terms and Conditions, the Agency shall be liable (jointly and severally with the Advertiser) for payment for all Advertising Services and/or Creation and Digital Services provided and invoiced by each Publisher regardless of any contrary language in any past, contemporaneous or future writing, regardless of whether it receives payment from Advertiser and regardless of whether the identity of the Agency's client is known to such Publisher. In addition, Agency agrees: (a) Publisher will not be bound by any terms, conditions or provisions in any document contrary to the terms of this invoice; and (b) represents and warrants that, as agent for the Advertiser, it has all necessary authority to submit or enter into the Insertion Order or SOW and place an order with Publisher on behalf of the Advertiser. Agency will make available to Publisher upon request written confirmation of the relationship between Agency and Advertiser. This confirmation must include, among other representations, Advertiser's acknowledgment 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, credit card or ACH must be received in advance of space deadline for Advertiser accounts that have not established credit with Publisher. If the Advertiser's account has established credit terms, payments on such accounts may be made by using a credit card, however, such payments must be made by the due date on the invoice. Payments in excess of \$2,500.00 cannot be paid using a credit card. It is the Advertiser's and its agent's responsibility to advise the Publisher's credit department immediately, via registered mail, of any change in business structure or status.

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

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

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

No Set-Off

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

Taxes

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

Other Services

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

Rate Changes & Postal Changes

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

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

Invoice & Summary Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
08/01/18 08/05/18	CTC1406076	CT-Preprint-Sunday+Preprint Week 16 HOB0 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 HOB0 B BUY Preprint P&D	117,212 Brd TP 35# SCA/0.32/ 2	29.50		3,457.75
08/01/18 08/05/18	CTC1406076	SubTrib_Daily Southtown+Preprint Week 16 HOB0 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 HOB0 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 HOB0_(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 HOB0 WI Store Overprints	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 HOB0 Crest Hill	2	16,000.00		32.00

Invoice & Summary Details

Date	trunc 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
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Villa Park	4	16,000.00		66.00
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Oak Lawn	4	16,000.00		64.00
08/01/18	CTC1406055	CT Print Only+Alternative Week 16 HOBO Franklin Park	4	16,000.00		64.00
08/02/18	CTC1406005	SubTrib_Elmwood Pk Elm Leaves+Preprint Week 16 HOBO B BUY Preprint P&D	1,361 Brd TP 35# SCA/0.32/ 2	29.50		40.15
08/02/18	CTC1406005	SubTrib_River Forest Leaves+Preprint Week 16 HOBO B BUY Preprint P&D	1,228 Brd TP 35# SCA/0.32/ 2	29.50		36.23
08/02/18	CTC1406005	SubTrib_FranklinPk Herald Jrnl+Preprint Week 16 HOBO B BUY Preprint P&D	581 Brd TP 35# SCA/0.32/ 2	29.50		17.14
08/02/18	CTC1406005	SubTrib_Doings Hinsdale+Preprint Week 16 HOBO B BUY Preprint P&D	1,709 Brd TP 35# SCA/0.32/ 2	29.50		50.42
08/02/18	CTC1406005	SubTrib_Doings La Grange+Preprint Week 16 HOBO B BUY Preprint P&D	5,434 Brd TP 35# SCA/0.32/ 2	29.50		160.30
08/02/18	CTC1406005	SubTrib_Doings Oak Brook+Preprint Week 16 HOBO B BUY Preprint P&D	3,564 Brd TP 35# SCA/0.32/ 2	29.50		105.14
08/02/18	CTC1406005	SubTrib_Doings Western Springs+Preprint Week 16 HOBO B BUY Preprint P&D	1,647 Brd TP 35# SCA/0.32/ 2	29.50		48.59

Invoice & Summary Details

Date	trunc 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	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	29.50		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 Overprints 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

Invoice & Summary Details

Date	Invoice Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
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		40.15
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		36.23
08/16/18	CTC1411694	SubTrib_FranklinPk Herald Jrnl Preprint Week 17 HOBO A BUY Preprint P&D 5651927-8-0	581 Brd TP 35# SCA/2/0.3 2	29.50		17.14

Invoice & Summary Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross 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	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	CTC1417693	SubTrib_Daily Southtown Preprint Week 18 HOBO B BUY Preprint P&D 5707996-4-0	9,337 Brd TP 35# SCA/2/0.3 2	29.50		275.44
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		155.35
08/29/18	CTC1417698	CT Print Only Alternative Week 18 Kenosha News 5708142-1-0		16,750.00		485.75
08/29/18	CTC1417698	CT Print Only Alternative Week 18 Racine Journal Times 5708142-2-0		16,750.00		502.50

Invoice & Summary Details

Date	Invoice Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
08/29/18	CTC1417698	CT Print Only Alternative Week 18 HOBO WI Store Overprints 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		64.00
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/2/0.3 2	29.50		40.15
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		36.23

Invoice & Summary Details

Date	trunc Reference #	Description	Ad Size/ Units	Rate	Gross Amount	Total
08/30/18	CTC1418349	SubTrib_FranklinPk Herald Jrnl Preprint Week 18 HOBO B BUY Preprint P&D 5708073-8-0	581 Brd TP 35# SCA/2/0.3 2	29.50		17.14
08/30/18	CTC1418349	SubTrib_Doings Hinsdale Preprint Week 18 HOBO B BUY Preprint P&D 5708073-9-0	1,709 Brd TP 35# SCA/2/0.3 2	29.50		50.42
08/30/18	CTC1418349	SubTrib_Doings La Grange Preprint Week 18 HOBO B BUY Preprint P&D 5708073-10-0	5,434 Brd TP 35# SCA/2/0.3 2	29.50		160.30
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

This page intentionally blank

Northern District of Illinois Claims Register

[18-30047 Hillcrest Enterprises LLC](#)

Honorable Judge: Jacqueline P. Cox

Chapter: 11

Office: Eastern Division

Last Date to file claims:

Trustee:

Last Date to file (Govt):

Creditor: (27484541)
Chicago Tribune Company, LLC
c/o Helen S. Ward, Esq., Cohen &
Grigsby, P.C
625 Liberty Avenue
Pittsburgh, PA 15222

Claim No: 41
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

History:

[Details](#) [41-1](#) 01/28/2019 Claim #41 filed by Chicago Tribune Company, LLC, Amount claimed: \$0.00 (ADI, EPoc)

Description:

Remarks: (41-1) Filer Comment: Unliquidated (See Attachment)

Claims Register Summary

Case Name: Hillcrest Enterprises LLC

Case Number: 18-30047

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		