

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:

Reading Eagle Company, *et al.*<sup>1</sup>,

Debtors.

Chapter 11

Case No. 19-11728-REF

(Jointly Administered)

**NOTICE OF IDENTITY OF SUCCESSFUL BIDDER PURSUANT TO ORDER (A) AUTHORIZING AND APPROVING BIDDING PROCEDURES; (B) APPROVING NOTICE PROCEDURES (C) SCHEDULING AN AUCTION AND SALE APPROVAL HEARING; (D) APPROVING PROCEDURES FOR THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES AND DETERMINING CURE AMOUNTS, AND (E) GRANTING RELATED RELIEF**

Pursuant to the *Order (A) Authorizing And Approving Bidding Procedures; (B) Approving Notice Procedures; (C) Scheduling An Auction And Sale Approval Hearing; (D) Approving Procedures For The Assumption And Assignment Of Executory Contracts And Unexpired Leases And Determining Cure Amounts, and (E) Granting Related Relief* [D.I. 115] (the “Bidding Procedures Order”), the debtors and debtors in possession, Reading Eagle Company and WEEU Broadcasting Company, hereby give notice that MNG-RE Acquisition, LLC is the Successful Bidder for the Purchased Assets, in the amount of \$5,000,000.00. A copy of the proposed asset purchase agreement is attached hereto as Exhibit A. A blackline from the Form APA submitted as Exhibit C to the Sale Motion [D.I. 29] to the proposed asset purchase agreement is attached hereto as Exhibit B. A copy of the proposed Sale Approval Order is attached hereto as Exhibit C, and a blackline from the draft sale approval order submitted with the Sale Motion to the proposed Sale Approval Order is attached hereto as Exhibit D.

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<sup>1</sup> The last four digits of Debtor Reading Eagle Company’s tax identification number are 3740. The last four digits of Debtor WEEU Broadcasting Company’s tax identification number are 8488.

Dated: May 21, 2019

**STEVENS & LEE, P.C.**

By: /s/ Robert Lapowsky

Robert Lapowsky

Evan Coren

620 Freedom Business Center, Suite 200

King of Prussia, PA 19406

Telephone: (215) 751-2866

Facsimile: (610) 371-7958

rl@stevenslee.com

ebc@stevenslee.com

*Attorneys for the Debtors and Debtors in Possession*

## Exhibit A

**ASSET PURCHASE AGREEMENT**

**Dated as of May 21, 2019**

**by and among**

**READING EAGLE COMPANY AND WEEU BROADCASTING COMPANY**

**as SELLERS,**

**and**

**MNG-RE ACQUISITION LLC, as BUYER,**

**and**

**MEDIANEWS GROUP, INC., as BUYER GUARANTOR**

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## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “Agreement”) is made and entered into as of this 21<sup>st</sup> day of May, 2019, by and among MNG-RE Acquisition LLC (the “Buyer”), solely with respect to Section 10.6, MediaNews Group, Inc. (the “Buyer Guarantor”) and, Reading Eagle Company and WEEU Broadcasting Company (each, individually, a “Seller,” and, collectively, the “Sellers”).

### RECITALS

WHEREAS, Sellers own and operate a media business (the “Business”), which business includes the publication, sale and distribution of the Reading Eagle newspaper and related website and digital news apps and the operation of radio station WEEU, Reading, Pennsylvania and other business ventures related thereto;

WHEREAS, each of the Sellers has filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (as defined herein) commencing cases (collectively, the “Bankruptcy Case”) in the United States Bankruptcy Court for the Eastern District of Pennsylvania (the “Bankruptcy Court); and

WHEREAS, Buyer desires to purchase from Sellers and Sellers desire to sell to Buyer the Purchased Assets all upon the terms and subject to the conditions set forth herein and with the approval of the Bankruptcy Court pursuant to the Bankruptcy Code.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions and Rules of Construction.

1.1 Definitions

1.1.1 “345 Penn Phase 2 Assessment” has the meaning set forth in Section 5.2.9.

1.1.2 “Adverse Interests” means (a) Encumbrances, (b) interests, and (c) Liabilities, individually or collectively, whether imposed by agreement, understanding, law, equity or otherwise and whether known or unknown, fixed or contingent or arising prior to or subsequent to the commencement of the Bankruptcy Case.

1.1.3 “Agreed Accounting Policies” means the accounting principles, policies, methods, practices, categories, estimates, judgments and assumptions (a) in compliance with GAAP, (b) to the extent consistent with GAAP, as were used in preparing and on a consistent basis with the balance sheet included in the Financial Statements for the fiscal year ended December 31, 2018 and (c) to the extent consistent with GAAP, as set forth in the Example Statement of Net Working Capital. For the avoidance of doubt, in the event of an inconsistency between the principles and methodologies set out in the Example Statement of Net Working Capital and the accounting policies adopted in presentation of the balance sheet included in the Financial Statements for the fiscal year ended December 31, 2018, each will be applied, to the extent of the inconsistency, in the following priority: (i) the principles set out in the Example



Statement of Net Working Capital and (ii) the accounting policies adopted in the presentation of the balance sheet included in the Financial Statements for the fiscal year ended December 31, 2018.

1.1.4 “Affiliate” means, with respect to any Person, (a) any other Person directly or indirectly controlling, controlled by or under common control with, such Person, (b) any other Person that owns or controls ten percent (10%) or more of any class of equity securities (including any equity securities issuable upon the exercise of any option or convertible security) of such Person, or (c) any director, partner, member, officer, manager, agent, employee or relative of such Person.

1.1.5 “Agreement” has the meaning set forth in the preamble.

1.1.6 “ASRs” has the meaning set forth in Section 12.3.

1.1.7 “Assigned Contract” has the meaning set forth in Section 2.3.

1.1.8 “Assignment and Assumption Agreement” means the form of agreement attached hereto as Exhibit “A” with only such changes as have been consented to by the Sellers and the Buyer, each in the exercise of its reasonable discretion.

1.1.9 “Assignment of Proprietary Rights” means the form of agreement attached hereto as Exhibit “B” with only such changes as have been consented to by the Sellers and the Buyer, each in the exercise of its reasonable discretion.

1.1.10 “Assumed Liabilities” has the meaning set forth in Section 3.2.1.

1.1.11 “Bankruptcy Case” has the meaning set forth in the recitals.

1.1.12 “Bankruptcy Code” means the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. as the same may be amended from time to time.

1.1.13 “Bankruptcy Court” has the meaning set forth in the recitals.

1.1.14 “Bidding Procedures” means the procedures for sale of the Purchased Assets approved by the Bankruptcy Court.

1.1.15 “Bidding Procedures Order” means the order of the Bankruptcy Court approving the Bidding Procedures.

1.1.16 “Bill of Sale” means the form of bill of sale attached hereto as Exhibit “C” with only such changes as have been consented to by the Sellers and the Buyer, each in the exercise of its reasonable discretion.

1.1.17 “Business” has the meaning set forth in the recitals.

1.1.18 “Business Day” means any day other than a Saturday, Sunday, Federal holiday or other day that banks in the Commonwealth of Pennsylvania are required or permitted by Law to be closed.

1.1.19 “Buyer” has the meaning set forth in the preamble.

1.1.20 “Buyer Employees” has the meaning set forth in Section 9.3.1.

1.1.21 “Buyer Guarantor” has the meaning set forth in the preamble.

1.1.22 “Buyer Indemnitees” has the meaning set forth in Section 10.2.

1.1.23 “Closing” has the meaning set forth in Section 4.1.

1.1.24 “Closing Date” has the meaning set forth in Section 4.2.

1.1.25 “Closing Net Working Capital Amount” has the meaning set forth in Section 3.3.3.

1.1.26 “Closing Statement” has the meaning set forth in Section 3.3.2.

1.1.27 “Collective Bargaining Agreement” shall mean any oral or written contract, agreement or understanding with any union, works council, labor organization, or other Person purporting to act as a representative of any Employees with respect to wages, hours, or other terms and conditions of employment.

1.1.28 “Communications Act” means the Communications Act of 1934, as amended, and all rules, regulations and published policies of the FCC promulgated thereunder.

1.1.29 “Copyrights” has the meaning set forth in Section 2.1.4.

1.1.30 “Cure Amounts” means, with respect to any Assigned Contract, the amount due and owing to each non-debtor counterparty to such Assigned Contract to cure any defaults required to be cured as a condition of assumption of such Assigned Contract pursuant to Section 365(b)(1) of the Bankruptcy Code.

1.1.31 “Cure Escrow” has the meaning ascribed thereto in Section 2.3.2.

1.1.32 “Current Assets” means, without duplication, the aggregate of the current assets of Sellers, as of the time specified, in respect of any categories of assets identified as “Current Assets” in the example calculation set forth on the Example Statement of Net Working Capital. “Current Assets” shall not include any cash, Tax assets of Sellers, Cure Amounts, Excluded Receivables or amounts in respect of any categories of assets other than those identified in the example calculation set forth on the Example Statement of Net Working Capital.

1.1.33 “Current Liabilities” means, without duplication, the aggregate of the current liabilities of the Sellers, as of the time specified, in respect of any categories of Liabilities identified as “Current Liabilities” in the example calculation set forth on the Example

Statement of Net Working Capital. “Current Liabilities” shall not include any amounts in respect of any categories of Liabilities other than those identified in the example calculation set forth on the Example Statement of Net Working Capital.

1.1.34 “Deed” means the form of deed attached hereto as Exhibit “D” with such changes as required pursuant to the applicable Law of the jurisdiction in which the applicable Owned Real Property is located for recordation of such deed in the real property records of the county in which the applicable Owned Real Property is located and as have been consented to by the Sellers and the Buyer, each in the exercise of its reasonable discretion.

1.1.35 “Disputed Cure Amount” has the meaning ascribed thereto in Section 2.3.2.

1.1.36 “DIP Agreement” means an agreement evidencing DIP Loans.

1.1.37 “DIP Lender” shall mean BWH Media, LLC, the entity providing DIP Loans to the Sellers.

1.1.38 “DIP Loans” means loans by the DIP Lender to the Sellers after the Petition Date approved by the Bankruptcy Court pursuant to Section 364 of the Bankruptcy Code.

1.1.39 “Employees” means all current employees of Sellers, as well as additional persons who become employees of Sellers during the period of time from the date of execution of this Agreement through and including the Closing Date.

1.1.40 “Employee Benefit Plan” has the meaning set forth in Section 6.9.2

1.1.41 “Encumbrance” means any lien (statutory or otherwise), hypothecation, Liability, security interest, interest, mortgage, deed of trust, pledge, restriction, charge, preemptive right, community property interest, collateral assignment, infringement, instrument, preference, priority, security agreement, easement, covenant, encroachment, option, right of recovery, Tax (including foreign, federal, state and local Tax), or encumbrance, of any kind or nature (including without limitation (a) any conditional sale or other title retention agreement and any lease having substantially the same effect as any of the foregoing, (b) any assignment or deposit arrangement in the nature of a security device, and (c) any leasehold interest or other right, in favor of a third party, to use any portion of the Purchased Assets), whether secured or unsecured, choate or inchoate, filed or unfiled, scheduled or unscheduled, noticed or unnoticed, recorded or unrecorded, contingent or non-contingent, material or nonmaterial, known or unknown.

1.1.42 “Estimated Net Working Capital Amount” has the meaning set forth in Section 3.3.1.

1.1.43 “Example Statement of Net Working Capital” means the Example Statement of Net Working Capital attached hereto as Exhibit F.

1.1.44 “Excluded Assets” has the meaning set forth in Section 2.2.

1.1.45 “Excluded Receivables” means all accounts and other amounts receivable and all Sellers’ other rights to payment, causes of action, claims and rights of recovery to the extent they relate to the Publications or the Business, whether arising or accruing prior to, on or after the Closing Date, whether in respect of advertising, subscriptions, mailing lists or newsstand orders or otherwise, in each case other than those included as Current Assets in the calculation of Closing Net Working Capital Amount.

1.1.46 “Excluded Liabilities” has the meaning set forth in Section 3.2.2.

1.1.47 “FAA” has the meaning set forth in Section 6.7(b).

1.1.48 “FCC” means the United States of America Federal Communications Commission.

1.1.49 “FCC License” means the FCC license, permits and other authorizations issued by the FCC to WEEU Broadcasting including the licenses, permits and other authorizations identified in Schedule 1.1.49. For the avoidance of doubt, the FCC License excludes the KNNH737 License.

1.1.50 “Final Order” means an order, judgment or other decree of any Governmental Authority as to which (a) the operation or effect has not been reversed, stayed, modified or amended, (b) no appeals, motions for reconsideration, petitions seeking the grant of certiorari or, if certiorari has been granted, grants of certiorari are pending, and (c) any and all appeal periods and periods to seek the grant of certiorari have expired.

1.1.51 “Financial Statements” has the meaning set forth in Section 6.13.

1.1.52 “GAAP” means United States generally accepted accounting principles as in effect from time to time, consistently applied

1.1.53 “Governmental Authority” means any U.S. federal, state, foreign or local government, any court (including the Bankruptcy Court), tribunal, administrative agency or commission, or any other governmental, enforcement or other regulatory authority, body or agency, with jurisdiction over the matter in question.

1.1.54 “Guaranty” has the meaning set forth in Section 10.5.1.

1.1.55 “Inspections” has the meaning set forth in Section 9.1.2.

1.1.56 “Independent CPA” has the meaning set forth in Section 3.1.4.

1.1.57 “Intellectual Property” means all Copyrights (as defined in Section 2.1.4), all Trademarks (as defined in Section 2.1.17), all trade secrets, customer lists, know how, commercial, marketing and other information, data and material of the kind normally considered to be confidential or proprietary in nature, including without limitation computer source code, financial information, customer lists, product documentation, lead lists, know-how and trade

secrets, and all items of intangible personal property commonly referred to as intellectual property and all rights therein, whether common law, statutory or otherwise, domestic and foreign, and all registrations and registration applications for any such rights owned by Sellers.

1.1.58 “Internal Revenue Code” means the Internal Revenue Code of 1986, as amended, any successor statute thereto and the rules and regulations promulgated thereunder.

1.1.59 “KNNH737 License” means FCC license, permits and other authorizations issued by the FCC to Reading Eagle Company to operate a land-mobile two-way radio system under call sign KNNH737.

1.1.60 “Law” means all federal, state, local and foreign laws, statutes, ordinances, rules or regulations, legally binding administrative policies or guidance documents, orders, injunctions, decrees and administrative rulings promulgated by any court or other Governmental Authority.

1.1.61 “Leased Real Property” has the meaning set forth in Section 6.14.

1.1.62 “Liability” means any indebtedness, obligation or other liability (whether absolute, accrued, matured, contingent, known or unknown, fixed or otherwise, or whether due or to become due), including, without limitation, any fine, penalty, judgment, award or settlement respecting any judicial, administrative or arbitration proceeding, damage, loss, claim or demand with respect to any Law or governmental order and any “claim” as defined in Section 101(5) of the Bankruptcy Code and 102(2) of the Bankruptcy Code.

1.1.63 “Material Adverse Effect” means any change or effect that is or would reasonably be expected to be materially adverse to the Business (including, without limitation, changes in relationships with customers and suppliers), assets, operations, financial condition or results of operations of the Business, taken as a whole, except for any such changes or effects resulting directly or indirectly from (i) the financial condition of any of Sellers, (ii) the Bankruptcy Case or matters related thereto, (iii) the transactions contemplated by this Agreement, (iv) the announcement or other disclosure of the transactions contemplated by this Agreement or (v) an event or circumstance or series of events or circumstances affecting (A) media businesses generally or the particular segments thereof in which the Business operates in any location in which the Business operates or (B) the United States economy generally.

1.1.64 “Media Assets” means the Publications and the Station.

1.1.65 “Narrowbanding” has the meaning set forth in Section 12.1.

1.1.66 “Outside Date” has the meaning set forth in Section 4.2.

1.1.67 “Owned Real Property” has the meaning set forth in Section 6.14.

1.1.68 “Permitted Encumbrances” means (a) any Assumed Liability, (b) Taxes which are not yet due and payable, (c) the Encumbrances listed on Schedule 1.1.68 hereto; and (d) Permitted Real Estate Encumbrances on the Real Property.

1.1.69 “Permitted Real Estate Encumbrances” means Encumbrances on the Real Property for: (a) for real estate Taxes, water and sewer rents and other lienable services that are apportioned as provided in Section 4.5, including special assessments; (b) any state of facts or other matters which would be shown by a survey that individually or in the aggregate do not materially and adversely affect, impair or interfere with the use, ownership, value and maintenance of or the access to any property affected thereby or the conduct of the business of the Sellers as presently conducted; and (c) any and all present laws, ordinances, restrictions, requirements, resolutions, orders, rules and regulations of any Governmental Authority, as now existing or enforced (including those related to zoning and land use) that individually or in the aggregate, do not materially and adversely affect, impair or interfere with the use, ownership, value and maintenance of or the access to any property affected thereby or the conduct of the business of the Sellers as presently conducted.

1.1.70 “Person” means a natural person, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity, or a governmental entity (or any department, agency, or political subdivision thereof).

1.1.71 “Petition Date” means the date on which the Bankruptcy Case is commenced.

1.1.72 “Prepaid Subscription and Advertising Liabilities” means the combined dollar value of obligations incurred by (a) Reading Eagle Company to customers who have prepaid for delivery of the Reading Eagle newspaper, and (b) either Seller to provide advertising to customers who have prepaid for such advertising.

1.1.73 “Proposed Closing Net Working Capital Amount” has the meaning set forth in Section 3.3.2.

1.1.74 “Publications” has the meaning set forth in Section 2.1.1.

1.1.75 “Purchased Assets” has the meaning set forth in Section 2.1.

1.1.76 “Purchased Avoidance Actions” has the meaning set forth in Section 2.1.22.

1.1.77 “Purchase Price” has the meaning set forth in Section 3.1.1.

1.1.78 “Purchase Price Allocation” has the meaning set forth in Section 3.1.4.

1.1.79 “Purchase Price Deposit” has the meaning set forth in Section 3.1.2.

1.1.80 “Real Property” has the meaning set forth in Section 6.14.

1.1.81 “Real Property Leases” has the meaning set forth in Section 6.14.

1.1.82 “Receivables” has the meaning set forth in Section 2.1.7.

1.1.83 “Receivables Excess” means an amount equal to (a) fifty percent (50%), multiplied by (b) (i) the amount of Receivables (to the extent such Receivables are identified in an itemized list of Receivables included in Current Assets and accompanying the Estimated Net Working Capital Amount calculation delivered to Buyers pursuant to Section 3.3.1) collected by the Buyer after the Closing until the first anniversary of the Closing Date, minus (ii) the amount of Receivables included in the Closing Net Working Capital Amount.

1.1.84 “Resolution Period” has the meaning set forth in Section 3.3.7.

1.1.85 “Review Period” has the meaning set forth in Section 3.3.3.

1.1.86 “Sale Approval Hearing” means the hearing in the Bankruptcy Court to consider the request for entry of the Sale Approval Order.

1.1.87 “Sale Approval Order” has the meaning set forth in Section 4.3.8.

1.1.88 “Sale Motion” means that certain Motion for Orders: (A)(I) Approving Auction Procedures and Related Bid Protections; (II) Scheduling a Hearing to Consider the Sale of the Debtors’ Assets; and (B) Authorizing and Approving (I) the Sale of the Debtors’ Assets Free and Clear of Liens, Claims, and Encumbrances; (II) the Assumption of Certain Executory Contracts and Unexpired Leases; and (III) Granting Related Relief.

1.1.89 “Seller Indemnitees” has the meaning set forth in Section 10.1.

1.1.90 “Sellers” has the meaning set forth in the preamble.

1.1.91 “Sellers’ Knowledge” shall mean the actual knowledge of Peter Barbey, Shawn Moliatu or Anne Chubb, after reasonable due inquiry of persons reasonably likely to have knowledge regarding the subject matter in question.

1.1.92 “Station” means the AM broadcast radio station WEEU, Reading, Pennsylvania, FCC Facility ID Number 70508.

1.1.93 “Success Fee” shall mean any payable to Dirks Van Essen & Murray, as investment banker to the Sellers on account of the transactions contemplated by this Agreement.

1.1.94 “Tax” means any federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, escheat, alternative or add-on minimum, estimated, or other tax of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not and including any obligations to indemnify or otherwise assume or succeed to the tax liability of any other Person.

1.1.95 “Trademarks” has the meaning set forth in Section 2.1.17.

1.1.96 “Transfer Taxes” has the meaning set forth in Section 4.6.

1.1.97 “WARN Act” means the Worker Adjustment and Retraining Notification Act of 1988 and similar state or local Laws regarding the termination or layoff of employees.

## 1.2 Rules of Construction

1.2.1 When the context in which words are used in this Agreement indicates that such is the intent, words used in the singular shall have a comparable meaning when used in the plural, and vice versa; pronouns stated in the masculine, feminine or neuter shall include each other gender.

1.2.2 The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Agreement.

1.2.3 The term “including” is not limiting and means “including, without limitation.”

1.2.4 Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, (ii) references to any statute or regulation shall be construed as including all statutory and regulatory provisions amending, replacing, supplementing or interpreting such statute or regulation, except that for purposes of determining the accuracy of any representation, such reference shall only be to such statute or regulation as in effect on the date the representation was made and (iii) references to “Sections,” “Schedules” or “Exhibits” are to sections, schedules or exhibits, as applicable, of this Agreement.

1.2.5 Unless otherwise expressly provided herein, “dollars” or “\$” means the currency of the U.S. that, as at the time of payment, is legal tender for the payment of public and private debts.

1.2.6 This Agreement is between financially sophisticated and knowledgeable parties and is entered into by such parties in reliance upon the economic and legal bargains contained herein. The language used in this Agreement has been negotiated by the parties and their representatives and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party who prepared, or caused the preparation of, this Agreement or the relative bargaining power of the parties.

## 2. Transfer of Assets

### 2.1 Purchase and Sale of Assets



. On the Closing Date, in consideration of the Purchase Price and the covenants, representations and obligations of Buyer hereunder, and subject to the conditions hereinafter set forth, Sellers shall sell, assign, transfer, convey and deliver to Buyer, and Buyer shall purchase from Sellers free and clear of all Adverse Interests (other than Permitted Encumbrances) to the extent permitted under Sections 105(a), 363 and 365 of the Bankruptcy Code as of the Closing Date, all of Sellers' right, title and interest in and to the Business and all of Sellers' right, title and interest in the assets used or held for use in connection with, or otherwise related to, the Business, wherever located, excluding, however, the Excluded Assets (collectively, the "Purchased Assets"), including the following (in each case to the extent transferable):

2.1.1 All of Sellers' right, title and interest in the publications referred to in Schedule 2.1.1 (the "Publications"), and all of Sellers' rights to prepare, publish, sell and distribute such Publications and any other publications, extensions (including website and social media domain names and content) or spinoffs derived from such publications or related thereto in all languages and all of Sellers' right title and interest in the Station, excluding the FCC License and call letters;

2.1.2 All inventories of back and current issues of the Publications; editorial material, work in process, finished goods, manuscripts, notes and drafts, graphic artwork, cuts, photographs and negatives owned by Sellers; promotional materials, inserts, and direct mail materials owned by Sellers; stationery, supplies, purchase orders, forms, labels, shipping materials and catalogs owned by Sellers; and all lists owned by Sellers of contributors, authors, correspondents, reviewers, photographers, illustrators and editors who contribute or have contributed to any of the Publications or otherwise to the Business;

2.1.3 All circulation, delivery and mailing lists and carrier routes maintained by Sellers, all data related to such lists, all circulation readership studies, audience surveys and research owned by Sellers, and all other mailing lists, together with all records, reports and tapes of computer data owned by Sellers;

2.1.4 All of Sellers' right, title and interest in any copyrights (the "Copyrights"), whether registered or unregistered, in published works and unpublished works, and pending applications to register the same, including all copyrights covering each issue of each of the Publications, and the contents and components thereof;

2.1.5 All lists, files, books and records of Sellers to the extent they relate to the advertisers of, for or in any of the Publications, including, but not limited to, rate cards, verification cards, advertising insertion orders, specimen copies of all advertisements carried in any of the Publications, and copies of current price lists, discount lists, catalogs, public relations materials, sales correspondence, call reports, call books and sales promotion lists;

2.1.6 All of Sellers' agreements for advertising contracts, space reservations, insertion orders and all lists of files, books and records of Sellers related thereto, including prospect lists for advertising in any of the Publications;

2.1.7 All Sellers' accounts and other amounts receivable related to advertising and circulation, but only to the extent included in Current Assets in the calculation of

Closing Net Working Capital Amount (as finally determined in accordance with Section 3.3) (collectively, the “Receivables”);

2.1.8 All fixed and tangible personal property, including furniture, fixtures and equipment of Sellers (in addition to property otherwise identified in this Section 2.1), and including those items of personal property identified in Schedule 2.1.8;

2.1.9 The Real Property Leases to the extent such Real Property Leases are Assigned Contracts, together with all right, title and interest of the Sellers in and to such Leased Real Property and any improvements or fixtures situated thereon or affixed thereto;

2.1.10 All Assigned Contracts;

2.1.11 The Owned Real Property, except the Owned Real Property listed on the final version of Schedule 2.2(xi).

2.1.12 All books (except for Sellers’ corporate minute books and similar legal records of corporate existence and affairs, as opposed to their business operations), financial records, invoices, shipping records, supplier lists and other documents, records, data files and service manuals owned by Sellers, excluding any personnel records of Employees which shall not be Purchased Assets;

2.1.13 All of Sellers’ right, title and interest in and to all computer software and programs used in the conduct of the Business and any rights thereto, except those that by their terms are not transferable;

2.1.14 All claims, causes of action, rights of recovery and rights of set-off of any kind (including, without limitation, rights under and pursuant to all warranties, representations and guarantees made by suppliers of products, materials or equipment, or components thereof) of Sellers related to the Business, but not including any preference, and fraudulent conveyance claims of Sellers or their estates arising under Chapter 5 of the Bankruptcy Code or similar state laws, excluding Purchased Avoidance Actions;

2.1.15 The goodwill of or pertaining to the Business, Purchased Assets and Publications;

2.1.16 Except for Sellers’ policies of director and officer liability insurance, all claims under insurance policies, and all proceeds from claims under such insurance policies;

2.1.17 All of Sellers’ right, title and interest in and to all trademarks, service marks, logos, trademark registrations or applications, service mark registrations or applications, trade names, domain names and brand names owned and used by Sellers in connection with any of the Publications and the Business (collectively, the “Trademarks”) and the goodwill related thereto;

2.1.18 The names and addresses of all Subscribers to any of the Publications, all data to the extent it relates to such subscribers, and all rights to own, manage, use

and rent the names and addresses of all subscribers to any of the Publications to the full extent that such information and data could be used by Sellers;

2.1.19 All security deposits, prepaid expenses and charges paid by Sellers prior to the Closing Date in respect of the Business and pertaining to periods after the Closing Date, including those described on Schedule 2.1.19;

2.1.20 All telephone numbers, websites and URLs owned, licensed or otherwise used by Sellers in connection with the Business;

2.1.21 All currently effective warranties and guaranties, if any, given to any Seller by any contractor, supplier or manufacturer which has provided or is providing services or goods in connection with the Business;

2.1.22 The KNNH737 License; and

2.1.23 All avoidance claims or causes of action available to Sellers or their estates under chapter 5 of the Bankruptcy Code, including Sections 544, 545, 547, 548, 549, 550 and 553, or similar state laws, against customers or other counterparties to the Assigned Contracts or against Buyer Employees to the extent such avoidance claims or causes of action relate to any Assigned Contract or seek relief as to any such Buyer Employee (collectively, "Purchased Avoidance Actions") provided, however, at Closing Buyer shall release all Purchased Avoidance Actions.

## 2.2 Excluded Assets

Anything in this Agreement to the contrary notwithstanding, the Purchased Assets shall not include the following (collectively, the "Excluded Assets"): (i) any cash, bank or other financial accounts of Sellers and all rights, claims and causes of action relating to any of the foregoing; (ii) all preference, and fraudulent conveyance claims of Sellers or their estates arising under Chapter 5 of the Bankruptcy Code or similar state laws (other than Purchased Avoidance Actions); (iii) Sellers' rights under this Agreement and all cash and non-cash consideration payable or deliverable to Sellers pursuant to the terms and provisions hereof; (iv) insurance proceeds, claims and causes of action with respect to or arising in connection with (A) any contract which is not included within the Purchased Assets, including but not limited to the Collective Bargaining Agreements and all other contracts that are not Assigned Contracts, (B) any item of tangible or intangible property not included within the Purchased Assets, or (C) any Excluded Liability; (v) any tax attribute of Sellers, including any right to any tax refund, tax credit or net operating loss; (vi) any professional retainers paid by Sellers; (vii) any intercompany obligations owing to Sellers; (viii) Sellers' policies of directors and officers liability insurance and all premiums, claims and rights thereunder or relating thereto; (ix) the FCC License; (x) Sellers' corporate records, journals, ledgers and books of original entry, all of Sellers' internal audit, evaluation and assessment reports, all of Sellers' tax records and all of those documents and other records which any of Sellers may be required to maintain by Law, or may be maintained by any of Sellers with respect to its Employees, Employee Benefit Plans, or with respect to other Excluded Assets; (xi) the Owned Real Property set forth on the final version of Schedule 2.2(xi); (xii) the Excluded Receivables; (xiii) all personal property of either Seller in the museum section of the Owned Real

Property located at 345 Penn St., Reading, Pennsylvania and cartoon panels located at Pook & Pook, Inc. auctioneers, in each case to the extent that such personal property is not accounted for in the Financial Statements and is not currently used in the operation of the Business, other than archive copies of back-issues of the Reading Eagle and Reading Times; and (xiv) any other item set forth on Schedule 2.2 hereof.

### 2.3 Assignment of Contracts and Rights

2.3.1 Schedule 2.3.1 attached hereto is a list of all contracts of Seller that Buyer, in its sole discretion, shall have designated for assumption by a Seller and assignment to Buyer at Closing. Prior to conclusion of the Sale Approval Hearing, Buyer shall have the right, in its sole discretion, to delete contracts from Schedule 2.3.1. Each contract on the final version of Schedule 2.3.1 is referred to herein as an “Assigned Contract.”

2.3.2 At the Closing: (i) Sellers shall, pursuant to the Sale Approval Order and the Assignment and Assumption Agreement, assume and assign to Buyer each of the Assigned Contracts; (ii) Buyer shall pay all Cure Amounts in respect of each of the Assigned Contracts that have been allowed by Final Order of the Bankruptcy Court prior to the Closing Date; and (iii) to the extent that the required Cure Amount for any Assigned Contract has not been (x) allowed by Final Order of the Bankruptcy Court prior to the Closing Date or (y) otherwise agreed to by Buyer and such Assigned Contract counterparty, the maximum Cure Amount claimed by each respective Assigned Contract counterparty or the lesser amount, if any, to which the Bankruptcy Court, by Final Order, has limited the Cure Amount which may subsequently be allowed to such Assigned Contract counterparty (a “Disputed Cure Amount”), shall be paid by Buyer into an escrow account with an escrow agent (the fees of which shall be paid by Buyer), to be agreed upon by the Buyer and Sellers (collectively, the “Cure Escrow”), and the allowed amount of all Disputed Cure Amounts shall be paid by the escrow agent from the Cure Escrow when and to the extent each such Disputed Cure Amount is allowed by Final Order of the Bankruptcy Court; provided that in the event any amounts remain in the Cure Escrow after the final resolution and payment of the disputed cure amounts that constituted Disputed Cure Amounts, as promptly as practicable, and in any event with two (2) Business Days after the final resolution thereof, such amounts shall be distributed automatically to Buyer, together with any interest or investment income thereon.

2.3.3 Buyer shall cooperate in all reasonable respects in connection with proceedings to obtain an Order of the Bankruptcy Court to assign the Assigned Contracts to Buyer and otherwise gain approval for the transactions contemplated by this Agreement, including reasonable efforts to demonstrate “adequate assurance of Buyer’s future performance” of such Assigned Contracts to the full extent required for assignment thereof required by the Bankruptcy Code.

### 2.4 Instruments of Transfer

The sale, assignment, transfer, conveyance and delivery of the Purchased Assets to Buyer and the assumption of the Assumed Liabilities provided herein by Buyer shall be made by deeds, assignments, bills of sale, and other instruments of assignment, transfer and conveyance provided for herein and such other instruments as may reasonably be requested by Buyer or Sellers

in each case naming the appropriate Seller or Sellers to which such instrument pertains. None of the foregoing documents shall amend or expand in any way the obligations imposed or rights conferred by this Agreement upon Sellers or Buyer.

### 3. Consideration

#### 3.1 Purchase Price

3.1.1 The total aggregate consideration for the Purchased Assets shall be an amount equal to (a) Five Million Dollars (\$5,000,000) (the "Purchase Price"), (b) plus the Closing Net Working Capital Amount (as determined in accordance with Section 3.3) if the Closing Net Working Capital is a positive number, or minus the Closing Net Working Capital Amount (as determined in accordance with Section 3.3) if the Closing Net Working Capital Amount is a negative number, plus (c) the Assumed Liabilities, plus (d) the Cure Amounts and plus (e) the Receivables Excess.

3.1.2 As of the date hereof, Buyer has deposited into escrow with Sellers in a non-interest bearing account an earnest money deposit (the "Purchase Price Deposit") in an amount equal to ten percent (10%) of the Purchase Price, which is Five-Hundred Thousand Dollars (\$500,000), as security for the performance of Buyer's obligations under this Agreement. The Purchase Price Deposit shall be kept in a segregated account not used for any other purpose and shall be applied against the Purchase Price at Closing. Except as set forth in Section 11.1.1, if this Agreement shall be terminated pursuant to Section 5.4, the Purchase Price Deposit shall be delivered to Buyer within three (3) Business Days of such termination.

3.1.3 On the Closing Date, Buyer shall (a) pay an amount equal to (i) the Purchase Price (less the Purchase Price Deposit), (ii) plus the Estimated Net Working Capital Amount (as determined in accordance with Section 3.3) if the Estimated Net Working Capital Amount is a positive number, or minus the Estimated Net Working Capital Amount (as determined in accordance with Section 3.3) if the Estimated Net Working Capital Amount is a negative number, to Sellers by wire transfer in immediately available funds, (b) authorize release of the Purchase Price Deposit to Sellers, (c) deliver in accordance with such instructions provided by Sellers to Buyer prior to the Closing Date, by wire transfer in immediately available funds, all Cure Amounts owing under any of the Assigned Contracts as of the Closing Date pursuant to a Final Order of the Bankruptcy Court but excluding any amounts due and owing under any Assigned Contracts relating to the period from the Petition Date through the Closing Date which are Sellers' obligations, (d) deliver to the escrow agent by wire transfer in immediately available funds all Disputed Cure Amounts, and (e) assume the Assumed Liabilities.

3.1.4 (a) Eighty-nine percent (89%) of the Purchase Price and other consideration for the Purchased Assets shall be allocated to Seller Reading Eagle Company and the balance of the Purchase Price shall be allocated to Seller WEEU Broadcasting Company; provided, that Buyer may revise such allocation to at any time prior to Closing to reflect any Owned Real Property that Buyer deletes from the Purchased Assets pursuant to Schedule 2.2(xi) after the date hereof. The portion of the Purchase Price and other consideration allocated to each Seller shall be further allocated for Tax purposes pursuant to the following procedure: (a) Buyer shall prepare and deliver to Sellers within 90 calendar days after the Closing Date a schedule for

each Seller setting forth the allocation of the Purchase Price and other consideration for the Purchased Assets allocated to such Seller and any other relevant items among the Purchased Assets owned by such Seller in accordance with Section 1060 of the Internal Revenue Code (the “Purchase Price Allocation”). The allocation shall be considered final and binding on the parties, unless, within 30 calendar days after the delivery of the Purchase Price Allocation by Buyer, Sellers notify Buyer that they have a good faith objection to the allocation set forth in the Buyer’s allocation schedule. If Sellers timely make such an objection, Buyer and Sellers shall work in good faith to resolve such dispute within 20 calendar days from the date Sellers deliver the objection to Buyer. In the event that Buyer and Sellers are unable to resolve such dispute within the 20 calendar day period, the issue(s) in dispute will be submitted to an independent accounting firm mutually acceptable to Sellers and Buyer (the “Independent CPA”) for resolution. The determination of the Independent CPA shall be final, binding, and conclusive on the parties. Buyer, on the one hand, and Sellers, on the other hand, shall each bear fifty percent (50%) of the fees and expenses of the Independent CPA. In the event of any adjustments to the Purchase Price and other consideration for the Purchased Assets, any such adjustments shall be allocated in a manner consistent with the Purchase Price Allocation and the parties hereto shall cooperate to adjust the Purchase Price Allocation.

(b) Buyer and Sellers each shall report all Taxes and file all Tax returns (including amended Tax returns and claims for refund) consistent with the Purchase Price Allocation, and shall take no position contrary thereto or inconsistent therewith (including, in any audits or examinations by any taxing authority or any other proceedings), unless, and then only to the extent, required by a final determination. Buyer and Sellers shall exchange completed and executed forms with respect to the allocation (including Internal Revenue Service Form 8594 and any comparable forms required to be filed for state or local Tax purposes) at least 30 calendar days prior to the due date for filing such forms and shall cooperate in the filing of any forms (including Form 8594) with respect to such Purchase Price Allocation, including any amendments to such forms required with respect to any adjustment to the Purchase Price and other consideration for the Purchased Assets, pursuant to this Agreement. Notwithstanding any other provisions of this Agreement, the foregoing agreement shall survive the Closing Date without limitation.

### 3.2 Assumed Liabilities; Excluded Liabilities

3.2.1 Effective as of the Closing Date, Buyer shall assume and perform (and indemnify and hold Sellers harmless against in accordance with Section 10.2): (a) all Liabilities arising out of or related to the ownership, use and operation of the Purchased Assets accruing after the Closing Date and all Liabilities for which Buyer is responsible pursuant to Section 4.5; (b) all Liabilities arising and accruing after the Closing Date to Buyer Employees as a result of such Buyer Employees’ employment with Buyer; (c) all Liabilities accruing after the Closing Date under Assigned Contracts; (d) all Prepaid Subscription and Advertising Liabilities; and (e) all Liabilities in respect of carrier deposits (collectively, the “Assumed Liabilities”).

3.2.2 Buyer shall not assume or be obligated to pay, perform, discharge or in any way be responsible for any Liabilities other than the Assumed Liabilities, and specifically shall not assume or be obligated to perform or otherwise be responsible for any obligations or Liabilities under any contracts which are not Assigned Contracts any Liabilities with respect to any Owned Real Estate listed on the final version of Schedule 2.2(xi), Collective Bargaining

Agreements, employment agreements, consulting or contractor agreements, any Liabilities under any pension plan (including without limitation any past, present or future withdrawal liability under any such plan and including any liability associated with the Retirement Plan for Non-Salaried Employees of Reading Eagle Co.) or other Employee Benefit Plan of the Sellers, any Liabilities for workers' compensation, severance, termination, WARN, and/or retention, any Liabilities for vacation, sick leave, personal days, or other forms of paid time off, any Liabilities accruing, arising out of, or relating to any federal, state or local investigations of, or claims or actions against, any Seller or any Employee, agent, vendor or representative of any Seller arising out of actions prior to or on the Closing Date (other than rights of setoff or recoupment claims), any Liabilities incurred pursuant to the DIP Agreement, (collectively, the "Excluded Liabilities"). Employee Benefit Plans and any Liabilities relating thereto (including, but not limited to, withdrawal liability under any multiemployer plan, as defined under Sections 3(37) and 4001(a)(3) of ERISA, are Excluded Liabilities.

### 3.3 Determination of Net Working Capital

3.3.1 At least two (2) Business Days prior to the Closing, Sellers will furnish to Buyer a certificate, with appropriate support (including but not limited to an itemized list of Receivables included in Current Assets), setting forth Sellers' good faith estimate of the net book value, as of 11:59 p.m., New York local time, on the Sunday immediately preceding the Closing Date, of the Current Assets minus the Current Liabilities (the "Estimated Net Working Capital Amount"). For the purposes of calculating the Estimated Net Working Capital Amount, the amount of Receivables included in Current Assets shall be calculated by multiplying (x) the aggregate amount of gross Receivables (excluding the Excluded Receivables) as of the Sunday immediately preceding the Closing Date and (y) 0.50. The Estimated Net Working Capital Amount shall be calculated in accordance with the Agreed Accounting Policies and consistent with the example calculation set forth on the Example Statement of Net Working Capital.

3.3.2 Not later than sixty (60) days after the Closing Date, Sellers shall prepare and deliver to Buyer a certificate (the "Closing Statement"), with appropriate support, setting forth Sellers' good faith, final determination of the net book value, as of 11:59 p.m., New York local time, on the Closing Date, of the Current Assets minus the Current Liabilities (the "Proposed Closing Net Working Capital Amount"). The Closing Statement shall be prepared in accordance with the Agreed Accounting Policies and consistent with the example calculation set forth on the Example Statement of Net Working Capital.

3.3.3 Buyer will be afforded a period of forty-five (45) calendar days (the "Review Period") to review the Closing Statement. During such Review Period, Buyer and Buyer's accountants will be afforded reasonable access to the records, work papers, trial balances and similar materials prepared by Sellers or Sellers' accountants in connection with the preparation of the Closing Statement. At or before the end of the Review Period, Buyer will either (a) accept the Closing Statement, in its entirety, in which case the Closing Statement shall become final, binding and conclusive on Sellers and Buyer and the Proposed Closing Net Working Capital Amount shall be the "Closing Net Working Capital Amount," or (b) deliver to Sellers a written notice in accordance with Section 3.3.7 disputing the Closing Statement. For the purposes of calculating the Closing Net Working Capital Amount, the amount of Receivables in Current Assets shall be calculated by multiplying (x) the aggregate amount of gross Receivables (excluding the

Excluded Receivables) as of 11:59 p.m., New York local time, on the Closing Date, and (y) 0.50. The Closing Net Working Capital Amount shall be prepared in accordance with the Agreed Accounting Policies and consistent with the example calculation set forth on the Example Statement of Net Working Capital

3.3.4 In the event that the Closing Net Working Capital Amount is greater than the Estimated Net Working Capital Amount, then within ten (10) days following the later of (a) the date the Closing Statement is accepted by Buyer or (b) the final, binding and conclusive determination of any dispute with respect to the Closing Statement as provided in Section 3.3.7, Buyer shall pay to Sellers by federal funds wire transfer in immediately available funds an amount equal to such excess.

3.3.5 In the event that the Closing Net Working Capital Amount is less than the Estimated Net Working Capital Amount, then within ten (10) days following the later of (a) the date the Closing Statement are accepted by Buyer or (b) the final, binding and conclusive determination of any dispute with respect to the Closing Statement as provided in Section 3.3.7, Sellers shall repay to Buyer by federal funds wire transfer in immediately available funds an amount equal to such shortage.

3.3.6 In the event that the Closing Net Working Capital is equal to the Estimated Net Working Capital Amount, then there shall be no post-closing adjustment pursuant to this Section 3.3.

3.3.7 In the event that any dispute shall arise as to the manner of preparation or the accuracy of the Closing Statement prior to the expiration of the Review Period, Buyer shall provide Sellers with written notice of each disputed item. In the event of such a dispute, Buyer and Sellers shall attempt to reconcile in good faith their differences as to such items within twenty (20) calendar days (the "Resolution Period") of Sellers' receipt of such notice. All such discussions and communications related thereto shall (unless otherwise agreed by Sellers and Buyer) be governed by Rule 408 of the Federal Rules of Evidence and any applicable similar state rule and any resolution by them as to any disputed items shall be final, binding and conclusive on Buyer and Sellers. If Buyer and Sellers are unable to reach a resolution with such effect within the Resolution Period, Buyer and Sellers shall submit the dispute to the Independent CPA. The determination of such dispute by the Independent CPA shall be consistent with the Agreed Account Policies and final, binding and conclusive on the parties; provided, that the Independent CPA shall have no authority or power to alter, modify, amend, add to or subtract from any term or provision of this Agreement. The fees and expenses of the Independent CPA shall be split and assessed by the Independent CPA equally between Buyer, on the one hand, and Sellers, on the other.

3.4 Receivables Excess. Buyer shall retain for its own account proceeds of Receivables until the gross amount of such proceeds equals the amount of Receivables included in the determination of the Closing Net Working Capital Amount. For the avoidance of doubt, the amount of Receivables proceeds retained by Buyer referenced in the preceding sentence shall equal the full amount of Receivables as of the Closing multiplied by 0.50. Once the proceeds of Receivables retained by the Buyer equals the amount of the Receivables included in the determination of the Closing Net Working Capital Amount, all additional proceeds of Receivables



shall be divided one-half to the Seller and one-half to the Buyer. Commencing on the first Business Day of the first month following the Closing, Buyer shall provide to Sellers a detailed report reflecting collection of Receivables after the Closing Date. Commencing with the first such report issued by Buyer after the receipt by Buyer of proceeds of Receivables equal to the amount of the Receivables included in the determination of the Closing Net Working Capital Amount and continuing with each subsequent monthly report until the first anniversary of the Closing Date, Buyer shall remit to Sellers the portion of the proceeds of such collections to which Sellers are entitled hereunder. To the extent that Receivables are collected from an account debtor who is obligated for both Receivables and for amounts owed to Buyer on account of goods and/or services provided after the Closing Date, such collections shall be applied (a) first to the Receivables owed by such account debtor until paid in full and (b) then such other amounts owed to Buyer.

4. Closing Transactions

4.1 Closing

The closing of the transactions provided for herein (the “Closing”) shall take place at the offices of Stevens & Lee, P.C., 111 North Sixth Street Reading, PA 19601, or in such other manner to which the parties agree.

4.2 Closing Date

The Closing shall be held within five (5) Business Days after satisfaction or waiver of the conditions to closing contained in Section 5 (the “Closing Date”) but in no event later than July 31, 2019 (the “Outside Date”); provided, that the Closing Date shall not occur for at least 30 days following the date hereof; provided, further, that the Outside Date shall automatically be extended at Sellers’ election for consecutive 30-day periods, not to exceed an aggregate period of six months from the initial Outside Date, if the only conditions remaining to be satisfied are specified in any of Sections 5.1.4, 5.1.5, 5.2.3, 5.2.6 or 5.2.7. In the event the conditions to Closing have not been satisfied or waived on or before the Outside Date, then any party who is not in default hereunder may terminate this Agreement by delivering to the other party written notice of termination. Alternatively, the parties may mutually agree to an extended Outside Date. Until this Agreement is either terminated or the transactions contemplated hereby have been consummated, the parties shall diligently continue to work to satisfy all conditions to Closing. The Closing shall be effective at 11:59 p.m., New York local time, on the Closing Date.

4.3 Sellers’ Deliveries to Buyer at Closing

On the Closing Date, subject to satisfaction of the conditions precedent set forth in Section 5.1, Sellers shall make the following deliveries to Buyer:

4.3.1 The Deeds, duly executed by Sellers;

4.3.2 The Assignment and Assumption Agreement, duly executed by  
Sellers;

4.3.3 The Assignment of Proprietary Rights, duly executed by Sellers,

4.3.4 The Bill of Sale, duly executed by the Sellers;

4.3.5 An officer's certificate from each Seller, duly executed by an authorized officer of such Seller, which shall certify as to (a) the satisfaction of the conditions set forth in Section 5.2, and (b) each Seller's non-foreign status, in compliance with the requirements of Section 1445 of the Internal Revenue Code, and (c) the resolutions adopted by the Board of Directors or such other governing body or manager of each Seller evidencing its authorization to execute and deliver this Agreement and the ancillary agreements contemplated hereunder, and the consummation of the transactions contemplated hereby and thereby;

4.3.6 An assignment of Real Property Leases;

4.3.7 All passwords and other similar information necessary to ensure that Buyer has full access to and ability to use all Media Assets and Intellectual Property;

4.3.8 A copy of the Sale Approval Order in the form attached as Exhibit E, with only such modifications as shall have been consented to by the Sellers and the Buyer (the "Sale Approval Order"), which Sale Approval Order shall provide that it shall be effective immediately upon entry pursuant to Rule 7062 and 9014 of the Federal Rules of Bankruptcy Procedure, and that no automatic stay of execution, pursuant to Rule 62(a) of the Federal Rules of Civil Procedure, or Rule 6004(g) or 6006(d) of the Federal Rules of Bankruptcy Procedure shall apply with respect the Sale Approval Order;

4.3.9 Evidence of compliance by Sellers with the obligations to be performed prior to Closing described in Article 12 hereof; and

4.3.10 Such other documents related to the transactions contemplated by this Agreement that Buyer may reasonably request, including, without limitation, customary affidavits, agreements and such other documents and deliveries as may be required or requested by a title company in connection with the issuance of owner's policies of title insurance with respect to the Owned Real Property.

#### 4.4 Buyer's Deliveries to Sellers at Closing

On the Closing Date, subject to satisfaction of the conditions precedent set forth in Section 5.2, Buyer shall make or cause to be made the following deliveries to Sellers:

4.4.1 The Purchase Price and other deliveries described in Section 3.1.3 hereof;

4.4.2 The Assignment and Assumption Agreement, duly executed by Buyer;

4.4.3 The Assignment of Proprietary Rights Agreement, duly executed by Buyer;

4.4.4 An officer's certificate, duly executed by Buyer, which shall certify as to (a) the satisfaction of the conditions set forth in Section 5.1, and (b) the resolutions

adopted by the Sole Member of Buyer evidencing its authorization to execute and deliver this Agreement and the ancillary agreements contemplated hereunder, and the consummation of the transactions contemplated hereby and thereby;

4.4.5 All other instruments and certificates of assumption, novation and release as Sellers may reasonably request in order to effectively make Buyer responsible for all Assumed Liabilities and release Sellers therefrom to the fullest extent permitted under applicable Law; and

4.4.6 Such other documents related to the transactions contemplated by this Agreement that Sellers may reasonably request.

#### 4.5 Prorations

From and after the Petition Date, Rent, utilities, current Taxes (other than income taxes and Transfer Taxes) and other similar items of expense relating to or attributable to the Purchased Assets or Assumed Liabilities for the period beginning on the Petition date and ending at 11:59 p.m. on the day immediately prior to the Closing Date, shall be prorated between Sellers and Buyer as of the Closing Date so that Sellers shall bear such post-petition costs and expenses for the period up to the Closing Date and Buyer shall bear such costs and expenses for the period from and including the Closing Date; provided, that Sellers bear, and Buyer shall not be liable for, any fees and expenses owing or payable to the FCC or any other Governmental Body in respect of the FCC License, including FCC regulatory fees. All Assumed Liabilities shall be paid in full or otherwise satisfied by Buyer.

#### 4.6 Transfer Taxes

All stamp, transfer, real property transfer, recordation, documentary, sales and use, value added or other such similar Taxes, fees and costs (including any penalties and interest) incurred in connection with the consummation of the transactions contemplated by this Agreement (“Transfer Taxes”) shall be born and paid one-half (1/2) by Sellers and one-half (1/2) by Buyer. All necessary documentation and Tax returns with respect to such Transfer Taxes shall be prepared and filed by the party required under applicable Law to file such Tax returns. If required by applicable Law, Sellers and Buyer shall, and shall cause their respective Affiliates to, cooperate in preparing and filing, and join in the execution of, any such Tax returns. Sellers and Buyer shall cooperate in providing each other with any appropriate certification and other similar documentation relating to exemption from Transfer Taxes (including any appropriate resale exemption certifications), as provided under applicable Law.

#### 4.7 Possession

Right to possession of the Purchased Assets shall transfer to Buyer on the Closing Date. Sellers shall transfer and deliver to Buyer on the Closing Date such keys, lock and safe combinations and other similar items as Buyer shall require to obtain immediate and full occupation and control of Purchased Assets, and shall also make available to Buyer at Sellers’ then existing locations all documents in Sellers’ possession that are required to be transferred to Buyer by this Agreement.

5. Conditions Precedent to Closing

5.1 Conditions to Sellers' Obligations

Sellers' obligation to make the deliveries of Sellers set forth in Section 4.3 on the Closing Date, and otherwise to close the transaction, shall be subject to the satisfaction or waiver by Sellers of each of the following conditions on or prior to the Closing Date:

5.1.1 All of the representations and warranties of Buyer contained in Section 7 shall continue to be true and correct as of the Closing Date in all material respects, all covenants and obligations to be performed by Buyer on or prior to the Closing Date shall have been performed in all material respects, and Buyer shall have certified the foregoing to Sellers in writing;

5.1.2 Buyer shall have delivered to Sellers the items set forth in Section 4.4;

5.1.3 Buyer shall have paid the total Purchase Price and other amounts required to be paid on the Closing Date in immediately available funds;

5.1.4 No action, suit or other proceedings shall be pending before any court, tribunal or other Governmental Authority seeking or threatening to restrain or prohibit the consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any Law, decree or regulation of any Governmental Authority having appropriate jurisdiction; and

5.1.5 The Bankruptcy Court shall have entered the Sale Approval Order and the Sale Approval Order shall have become a Final Order.

5.2 Conditions to Buyer's Obligations

Buyer's obligation to make the deliveries of Buyer set forth in Section 4.4 on the Closing Date, and otherwise to close the transaction, shall be subject to the satisfaction or waiver by Buyer of each of the following conditions on or prior to the Closing Date:

5.2.1 All of the representations and warranties of Sellers contained in Section 6 shall continue to be true and correct on the Closing Date in all material respects, all covenants and obligations to be performed by Sellers on or prior to the Closing Date shall have been performed in all material respects, and Sellers shall have certified the foregoing to Buyer in writing;

5.2.2 Sellers shall have delivered to Buyer the items set forth in Section 4.3;

5.2.3 No action, suit or other proceedings shall be pending before any court, tribunal or other Governmental Authority seeking or threatening to restrain or prohibit the

consummation of the transactions contemplated by this Agreement, or seeking to obtain damages in respect thereof, or involving a claim that consummation thereof would result in the violation of any Law, decree or regulation of any Governmental Authority having appropriate jurisdiction;

5.2.4 On the Closing Date there shall not be existing a Material Adverse Effect;

5.2.5 Sellers shall have released (in form, substance and manner satisfactory to Buyer) all Employees to be hired by Buyer from any competitive or other contractual provision which would restrict or prohibit such Employee from working or performing services for Buyer in any manner;

5.2.6 With respect to each of the Collective Bargaining Agreements that contains a successorship clause, the Sellers shall have either (a) reached an agreement with the applicable labor union waiving the successorship clause with respect to the sale of the Purchased Assets to the Buyer or (b) the Bankruptcy Court shall have entered an order under section 1113 of the Bankruptcy Code authorizing the applicable Seller to reject the Collective Bargaining Agreement effective prior to or as of the Closing Date.

5.2.7 The Bankruptcy Court shall have entered the Sale Approval Order and the Sale Approval Order shall have become a Final Order;

5.2.8 Sellers shall have complied with their obligations to be performed prior to Closing described in Article 12 hereof; and

5.2.9 Buyer shall have received (a) with respect to the Owned Real Property located at 345 Penn Street, Reading Pennsylvania (at Buyer's expense), a Phase 2 Environmental Site Assessment (the "345 Penn Phase 2 Assessment") and (b) with respect to each other Owned Real Property (at Sellers' expense), a Phase 1 Environmental Site Assessment, in each case prepared by a certified environmental assessor acceptable to Buyer.

### 5.3 Waiver

Nothing in Section 5.1, Section 5.2 or any other provision of this Agreement shall preclude Sellers or Buyer from consummating the transactions contemplated herein if either Buyer or Sellers waive, by written notice to the other, any condition (other than entry of the Sale Approval Order) to its or their respective obligation to close the transactions hereunder.

### 5.4 Termination

This Agreement and the transactions contemplated hereby may be terminated and abandoned:

5.4.1 by either Sellers or Buyer at any time prior to the Closing with the written consent of the other party hereto;

5.4.2 unless the Closing has not occurred as a result of a breach of this Agreement by the party seeking such termination, by either Sellers or Buyer, if the Closing has not occurred on or prior to the Outside Date;

5.4.3 by either Sellers or Buyer if any Governmental Authority with jurisdiction over such matters shall have issued a Final Order permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Agreement;

5.4.4 by Sellers (provided that no Seller nor any Affiliate thereof is in breach of any of the material representations, warranties, covenants or other agreements contained herein), but only if Buyer shall have breached, in any material respect, any representation or warranty or any covenant or other agreement to be performed by it contained herein, and such breach is incapable of being cured or is not cured on or before the earlier of (a) the Outside Date, and (b) twenty (20) days of receipt of written notice to cure from Sellers;

5.4.5 by Buyer (provided that Buyer or any Affiliate thereof is not in breach of any of the material representations, warranties, covenants or other agreements contained herein), but only if Sellers shall have breached, in any material respect, any representation or warranty or any covenant or other agreement to be performed by them contained herein, and such breach is incapable of being cured or is not cured on or before the earlier of (a) the Outside Date, and (b) twenty (20) days of receipt of written notice to cure from Buyer.

5.4.6 by either Buyer or Sellers, if the Bankruptcy Court issues an order denying entry of the Sale Approval Order, approving the sale of any or all of the Purchased Assets to another party in accordance with the Bidding Procedures Order or if Sellers have effected some other alternate transaction, with the approval of the Bankruptcy Court, including a plan of reorganization or liquidation (including a Chapter 7 liquidation), resulting in the disposition to someone other than Buyer of any or all of the Purchased Assets.

## 6. Sellers' Representations and Warranties

Each Seller hereby makes the following representations and warranties on behalf of itself to Buyer:

### 6.1 Validity of Agreement

Upon obtaining the Sale Approval Order, all action on the part of such Seller necessary for the authorization, execution, delivery and performance of this Agreement by such Seller, including, but not limited to, the performance of such Seller's obligations hereunder, will have been duly taken, and this Agreement, when executed and delivered by Sellers, shall constitute the valid and binding obligation of such Seller enforceable in accordance with its terms.

### 6.2 Organization, Standing and Power

Such Seller is duly organized or incorporated, as applicable, validly existing and in good standing under the Law of the Commonwealth of Pennsylvania. Subject to the applicable provisions of the Bankruptcy Code, such Seller has all requisite power and authority to own, lease and operate its properties, to carry on its business as now being conducted and, subject to the

Bidding Procedures Order and the Sale Approval Order, to execute, deliver and perform this Agreement and all writings relating hereto.

### 6.3 No Violation; Third Party Consents

6.3.1 Assuming the receipt of all necessary approvals of the Bankruptcy Court and assuming that all consents, waivers, approvals, orders and authorizations set forth in Schedule 6.3.1 have been obtained and all registrations, qualifications, designations, declarations or filings with any Governmental Authorities set forth in Schedule 6.3.2 have been made, the execution and delivery by such Seller of this Agreement and the ancillary agreements contemplated hereunder, the performance by such Seller of its obligations hereunder and thereunder, and the consummation by such Seller of the transactions contemplated hereby and thereby, will not conflict with or violate, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any obligation or loss of any benefit under, result in the creation of any Encumbrance on any of the Purchased Assets pursuant to, or require such Seller to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result of or under, the terms and provisions of (a) the Certificate of Incorporation, Certificate of Formation, Bylaws or Limited Liability Company Agreement, as applicable, of Seller, (b) any currently enforceable Contract and Real Property Lease to which such Seller is a party or by which any of the Purchased Assets are bound or (c) any Law applicable to such Seller or any of the Purchased Assets, or any governmental order by which such Seller or any of the Purchased Assets is in any way bound or obligated, except, in the case of clauses (b) and (c) of this Section 6.3.1, as would not have a Material Adverse Effect on the ability of Sellers to perform (i) their obligations under this Agreement or to consummate on a timely basis the transactions contemplated hereby, or (ii) the obligations under any ancillary agreement contemplated hereunder or to consummate on a timely basis the transactions contemplated thereby.

6.3.2 No consent, waiver, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of such Seller in connection with (x) the execution and delivery by such Seller of this Agreement, the performance by such Seller of its obligations hereunder, and the consummation by such Seller of the transactions contemplated hereby, or (y) the execution and delivery by such Seller of the ancillary agreements contemplated hereunder, the performance by such Seller of its obligations contemplated thereby, and the consummation by such Seller of the transactions contemplated thereby, except (a) as set forth in Schedule 6.3.2, (b) all applicable approvals of the Bankruptcy Court, and (c) where the failure to obtain such consent, waiver, approval, order or authorization, or to make such registration, qualification, designation, declaration or filing, would not, as of the date hereof, give rise to a Material Adverse Effect.

### 6.4 Title to Purchased Assets

6.4.1 Real and Personal Property. Except as disclosed in Schedule 6.4.1, as of the date hereof, Sellers have good, valid and marketable title to the Purchased Assets free and clear of all Encumbrances, except for Permitted Encumbrances and those

Encumbrances that will be removed, released or otherwise rendered unenforceable at or prior to Closing.

6.4.2 Transfer Free and Clear. Upon the sale of the Purchased Assets on the Closing Date, Buyer shall be the owner thereof free and clear of all Adverse Interests, other than Permitted Encumbrances and Assumed Liabilities.

6.5 No Litigation

Except for the Bankruptcy Case and as may be set forth in Schedule 6.5, there is no action, suit or proceeding at Law or in equity by any Person, or any arbitration or any administrative or other proceeding, or to Sellers' Knowledge, any investigation by, any Governmental Authority, pending or threatened with respect to Sellers, any of the officers or directors of Sellers (in their capacities as such) or Sellers' properties or rights, which could have a Material Adverse Effect. Sellers are not subject to any judgment, order or decree entered in any lawsuit, proceeding or arbitration, other than any of the same that were disclosed in Schedule 6.5 or that arose from or were related to the Bankruptcy Case.

6.6 Intellectual Property

Sellers are the exclusive owners of the Intellectual Property free and clear of any Encumbrances. Sellers own or have a valid and enforceable license to use all Intellectual Property necessary or material for the conduct of the Business as and where conducted on the Closing Date and to Sellers' Knowledge, the Business does not infringe upon the intellectual property rights of any third person. No application to register, or any registration of, Sellers' Intellectual Property used in the Business has lapsed, expired or been abandoned or canceled, or is subject to any injunction, judgment, order, decree, ruling or charge or is subject to any pending or threatened oppositions, cancellations, interferences or other proceedings before the United States Patent and Trademark Office, the Trademark Trials and Appeals Board, the United States Copyright Office or in any comparable regulatory authority of a foreign jurisdiction. Schedule 6.6 includes a true and complete list of all registered Intellectual Property. Seller has taken all commercially reasonable steps necessary to maintain the validity of the Intellectual Property, including paying all necessary fees and making all necessary filings with the appropriate government entity. Except as set forth at Schedule 6.6, Sellers have not licensed any Intellectual Property to any person.

6.7 FCC License

6.7.1 Reading Eagle Company is the holder of the license issued by the FCC for business radio station KNNH737, which constitutes all of the licenses, permits and authorizations that are necessary under the Communications Act for operation of the station as presently operated. Except as set forth on Schedule 6.7.1, the KNNH737 License is in full force and effect and has not been revoked, suspended, canceled, rescinded, terminated or expired, and, the KNNH737 License is not subject to any material adverse conditions, except for those conditions appearing on the face of the KNNH737 License and conditions applicable to broadcast radio licenses generally. Except as set forth on Schedule 6.7.1, the frequencies for business radio station KNNH737 have been modified to comply with the narrowbanding requirements of Section 90.35 of the FCC rules.



6.7.2 Reading Eagle Company has timely paid all FCC regulatory fees related to the KNNH737.

#### 6.8 Material Agreements and Licenses

Schedule 6.8 contains a list of the currently existing agreements to which a Seller is a party, which agreements are material to the operation of the Business. Sellers own or possess all right, title and interest in and to all material business licenses that are necessary as of the date hereof to conduct the Business substantially as currently conducted.

#### 6.9 Employee Matters

6.9.1 Employees. In order to facilitate Buyer's interviews of Sellers' Employees as contemplated in Section 9.1 hereof, no later than the date which is two (2) Business Days after the date of the execution of this Agreement, Sellers shall provide Buyer with a true and complete list of the full legal name, job title, department, home address, union (if applicable), work email address, work phone number and current annual base compensation rates of all permanent salaried and hourly Employees currently employed in connection with the operation of the Business as of the date of the execution of this Agreement. Sellers shall be solely responsible for any and all Liabilities resulting from such Employees' employment with Sellers and separation from employment by Sellers, and Buyer shall not assume or be assessed any such Liability.

6.9.2 Employee Benefits. Set forth on Schedule 6.9.2 hereto is a true and complete list of each "employee benefit plan," as defined in Section 3(3) of ERISA, that is subject to ERISA and that Sellers maintain or contribute to, or are required to contribute to, for the benefit of any Employees or former Employees of the Business, any other employee benefit plan, program, policy, promise or arrangement of any kind that Sellers or any of their ERISA Affiliates, as determined under Section 414(b) of Internal Revenue Code, maintains or contributes to, or with respect to which any of Sellers may have Liability, in each case with respect to any Employee or former Employee of the Business ("Employee Benefit Plan"). Except as set forth in Schedule 6.9.2, Sellers are not in default of any obligations under any Employee Benefit Plan, and there is no funding deficiency under any Employee Benefit Plan within the meaning of the Internal Revenue Code or ERISA. Within the six (6) year period prior to the Closing Date, no Seller has maintained, sponsored or contributed to any multiemployer plan (as defined under Sections 3(37) and 4001(a)(3) of ERISA), nor have they incurred any material Liability, including without limitation, withdrawal Liability or mass withdrawal Liability, with respect to any such plan, except as set forth in Schedule 6.9.2.

6.9.3 Except as set forth in Schedule 6.9.3, no Seller is a party to any Collective Bargaining Agreement and there are no labor unions, works councils, or other organizations representing any Employees.

6.9.4 Except as set forth in Schedule 6.9.4, (a) no labor union, works council, or other organization or group of Employees or former employees of Sellers have organized any Employees for purposes of collective bargaining, sought to bargain collectively with any of the Sellers, made a demand for recognition as an employee representative for purposes of collective bargaining or filed a petition with the National Labor Relations Board or any other

Government Entity seeking certification as the collective bargaining representative of any Employees; (b) no Collective Bargaining Agreement is currently being negotiated by any of the Sellers, other than pursuant to procedures established in connection with the Bankruptcy Case; (c) to the Sellers' Knowledge, no labor union, works council, or other organization is engaged in any organizing activity with respect to any employee of any Seller; and (d) in the past three (3) years, there have been no strikes, lockouts, slowdowns, work stoppages, boycotts, handbilling, picketing, walkouts, demonstrations, leafletting, sit-ins, sick-outs, or other material forms of organized labor disruption with respect to any of the Sellers.

6.9.5 No labor union or other organization has made any claim that any Seller jointly employs the employees of any third party.

6.9.6 Except as set forth on Schedule 6.9.6, Seller is presently in compliance with in all material respects with all applicable contracts and Collective Bargaining Agreements.

6.9.7 Except as set forth on Schedule 6.9.7, (a) no Seller is under investigation and no Seller is a defendant or respondent or potential defendant or respondent, and there are no charges, complaints, lawsuits, grievances, investigations, hearings, proceedings or allegations pending, or to Sellers' Knowledge, threatened, before any Governmental Authority on behalf of any applicant for employment, any current or former Employee, any person alleging to be a current or former Employee, any representative, agent, consultant, independent contractor, subcontractor or leased employee or volunteer alleging a violation of any labor or employment Laws, breach of any Collective Bargaining Agreement or express or implied contract of employment, wrongful termination of employment or any other discriminatory, wrongful or tortious conduct in connection with the employment relationship; (b) within the past three (3) years, Sellers have been in compliance with any and all applicable Laws regarding labor, employment, occupational safety and health or other rights of any employees, including but not limited to all Laws relating to employment practices; hiring, promotion, assignment, and termination of employees; discrimination; sexual harassment; equal employment opportunities; disability; labor relations; wages and hours; classification of employees and independent contractors; payment of wages; immigration; workers' compensation; employee benefits; background and credit checks; working conditions; occupational safety and health; family and medical leave; and data privacy and data protection; (c) to Sellers' Knowledge, no Employee has engaged in any conduct, is being investigated for any conduct, or aided or assisted any other person or entity to engage in any conduct or cover-up of such conduct, that could cause or has caused any material damage to the reputation or business of Sellers or the Employees, including, but not limited to, any conduct constituting sexual misconduct, harassment (including sexual harassment) or discrimination; and (d) each of the Employees has all work permits, immigration permits, visas or other authorizations required by any Law for such Employee.

6.9.8 Except as set forth in Schedule 6.9.8, there are no Employees, retired employees, officers, or directors of either Sellers, or their dependents, receiving retiree benefits or scheduled to receive retiree benefits from any Seller in the future.

#### 6.10 Permits and Licenses

Sellers are conducting the Business and its operations in compliance with all business licenses, in all material respects, and all such licenses are in full force and effect and no suspension or cancellation of any of them is threatened.

#### 6.11 Brokers

No person has acted as a broker on behalf of any Seller in connection with the consummation of the transaction contemplated by this Agreement other than Dirks, Van Essen & Murray. Sellers shall solely be responsible for the Success Fee, any other brokerage fees, commissions and/or expenses due to Dirks, Van Essen & Murray in connection with the negotiation and execution of this Agreement and the consummation of the transactions contemplated hereby.

#### 6.12 Environmental Matters

6.12.1 Sellers are in compliance in all material respects with all applicable environmental laws, Sellers possess all environmental permits required under any environmental laws for the conduct of the Business, are in compliance in all material respects with the terms and conditions thereof, and all such permits are in full force and effect and contain no restrictions on the transfer of any such permit to a subsequent owner or operator of the Business. Schedule 6.12 sets forth a complete list of all such environmental permits.

6.12.2 There are no claims under any environmental laws pending or, to Sellers' Knowledge, threatened against or by any Seller, or affecting any Seller or any of the Business or Purchased Assets, and no Seller has received a communication from any government entity or other person alleging any material Liability under any environmental Law.

6.12.3 Within five (5) days of the date of this Agreement, Sellers will make available to Buyer all material written environmental assessments, audits, investigations, studies, reports or other documents (including written correspondence with government entities) in its possession or control relating to all properties currently owned or leased by any Seller.

#### 6.13 Financial Statements

Sellers' year-end financial statements for the fiscal years for 2016, 2017 and 2018 and for the nine (9) month period ended March 31, 2019 (the "Financial Statements"), have been delivered to Buyer. The Financial Statements have been prepared in accordance with GAAP applied on a consistent basis throughout the period involved. The Financial Statements are based on the books and records of the Business, and fairly represent in all material respects the financial condition of Sellers as of the respective dates they were prepared and the results of the operation of the Business for the periods indicated, subject, in the case of the interim financial statements for the nine (9) month period ended March 31, 2019, to normal year-end adjustments (which are not expected to be material).

#### 6.14 Real Property

Schedule 6.14(a) sets forth a true, complete and correct list of all real property owned in fee by the Sellers, including the address and a description of such real property (the

“Owned Real Property”). Schedule 6.14(b) sets forth a list of the addresses of all real property leased, ground leased, subleased or licensed by, or for which a right to use or occupy has been granted to, the Sellers as of the date of this Agreement (the “Leased Real Property” and, together with the Owned Real Property, the “Real Property”). Schedule 6.14(b) also identifies with respect to the Leased Real Property, each lease, ground lease, sublease, license or other contractual obligation under which such Leased Real Property is occupied or used, including the date of and legal name of each of the parties to such lease, sublease, license or other contractual obligation, and each amendment, restatement, modification or supplement thereto (the “Real Property Leases”).

6.14.1 The Sellers have delivered to Buyer, complete, true and correct copies of (i) all title policies and surveys for the Owned Real Property that in each case to Sellers’ knowledge are in the possession or control of the Sellers or any of their Affiliates, and (ii) the Real Property Leases.

6.14.2 The Real Property constitutes all interests in real property currently used, occupied or held for use in connection with the business of the Sellers as presently conducted. The Real Property, including all buildings, fixtures and other improvements constituting a part thereof, shall be in substantially the same condition on the Closing Date as it is on the date hereof. No Real Property is subject to any lease or right of occupancy in favor of any third party.

6.14.3 The Sellers have good, marketable and exclusive fee simple title to the Owned Real Property, free and clear of all Encumbrances other than Permitted Encumbrances.

6.14.4 The Sellers have a valid, binding and enforceable leasehold interest under each of the Real Property Leases, free and clear of all Encumbrances other than Permitted Encumbrances. Each Real Property Lease is in full force and effect and is the valid, binding and enforceable obligation of each party thereto in accordance with its terms. The Sellers have accepted full possession of each individual Leased Real Property and are currently occupying and using the each individual Leased Real Property pursuant to the terms of the applicable Real Property Lease. All “landlord work” and “tenant work” or other improvements or construction required or contemplated by each Real Property Lease have been completed in accordance with the applicable Real Property Lease and accepted by the Sellers. None of the Sellers, nor to the Seller’s Knowledge, any other Person is in material breach or violation of, or material default under, any Real Property Lease. No party to any Real Property Lease has exercised any termination rights with respect thereto which exercise remains outstanding as of the date hereof, and no such party has given written notice of any outstanding dispute with respect to any Real Property Lease.

6.14.5 There do not exist any actual or, to the Seller’s Knowledge, threatened condemnation or eminent domain proceedings that affect any Real Property or any part thereof.

6.14.6 To the Seller’s Knowledge, all buildings, structures and other improvements constituting a part of the Real Property are supplied with utilities and other services

necessary for the operation of such buildings, structures or other improvements in the ordinary course of business of Sellers.

6.14.7 None of the Seller, nor any of their Affiliates owns or holds, or is obligated under or is a party to, any option, right of first refusal or other contractual (or other) right or obligation to purchase, acquire, sell, assign or dispose of any real estate or any portion of or interest in the Real Property.

6.14.8 To Sellers' Knowledge, Sellers have all certificates of occupancy, permits, licenses, certificates of authority, authorizations, approvals, registrations, and other similar consents issued by or obtained from any Governmental Authority necessary for the current use and operation of the Real Property. To Sellers' Knowledge, the Real Property is in compliance with all applicable Laws and fire, health, building, use, occupancy, subdivision and zoning laws in all material respects.

6.14.9 To the Seller's Knowledge, the Sellers and each parcel of Real Property (i) are in material compliance with all declarations of covenants, conditions or restrictions, restrictive covenants and easement agreements, in each case affecting any Real Property, and (ii) have not received any written notice of any material breach, violation or default under any such declarations, agreements or easements.

## 7. Buyer's Representations and Warranties

Buyer hereby makes the following representations and warranties to Sellers:

### 7.1 Validity of Agreement

All action on the part of Buyer necessary for the authorization, execution, delivery and performance of this Agreement by Buyer, including, but not limited to, the performance of Buyer's obligations hereunder, has been duly taken. This Agreement, when executed and delivered by Buyer, shall constitute the valid and binding obligation of Buyer enforceable in accordance with its terms, except to the extent that enforceability thereof may be limited by general equitable principles or the operation of bankruptcy, insolvency, reorganization, moratorium or similar Law.

### 7.2 Organization, Standing and Power

Buyer is a limited liability company duly organized, validly existing and in good standing under the Law of the State of Delaware. Buyer has all requisite limited liability company power and authority to own, lease and operate its properties, to carry on its business as now being conducted and to execute, deliver and perform this Agreement and all writings relating hereto.

### 7.3 No Violation; Third Party Consents

7.3.1 Assuming that all consents, waivers, approvals, orders and authorizations set forth in Schedule 6.3.1 have been obtained and all registrations, qualifications, designations, declarations or filings with any Governmental Authorities set forth in Schedule 6.3.2 have been made, the execution and delivery by Buyer of this Agreement and the ancillary

agreements contemplated hereunder, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby, will not conflict with or violate, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, give rise to any right of termination, amendment, modification, acceleration or cancellation of any obligation or loss of any benefit under, result in the creation of any Encumbrance on any of the assets or properties of Buyer pursuant to, or require Buyer to obtain any consent, waiver, approval or action of, make any filing with, or give any notice to any Person as a result of or under, (a) the terms or provisions of the organizational documents of Buyer, (b) any currently enforceable contract to which Buyer is a party or is bound or (c) any Law applicable to Buyer or any governmental order by which Buyer is in any way bound or obligated, except, in the case of clauses (b) and (c) of this Section 7.3.1, as would not have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement and the ancillary agreements contemplated hereunder, or to consummate on a timely basis the transactions contemplated hereby or thereby.

7.3.2 No consent, waiver, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any Governmental Authority is required on the part of Buyer in connection with the execution and delivery by Buyer of this Agreement and the ancillary agreements contemplated hereunder, the performance by Buyer of its obligations hereunder and thereunder, and the consummation by Buyer of the transactions contemplated hereby and thereby, except (a) as set forth in Schedule 6.3.2 and (b) where the failure to obtain such consent, waiver, approval, order or authorization, or to make such registration, qualification, designation, declaration or filing, would not have a material adverse effect on the ability of Buyer to perform its obligations under this Agreement and the ancillary agreements contemplated hereunder, or to consummate on a timely basis the transactions contemplated hereby or thereby.

#### 7.4 Financing

Buyer has sufficient funds available to consummate the transactions contemplated hereby, and without limiting the conditions to Buyer's obligations set forth herein. THERE IS NO FINANCING CONTINGENCY WITH RESPECT TO BUYER'S OBLIGATIONS IN CONNECTION WITH THIS TRANSACTION.

#### 7.5 Bankruptcy Matters

Buyer is capable of satisfying the adequate assurance of future performance conditions contained in Section 365(f)(2)(b) of the Bankruptcy Code with respect to each Assigned Contract.

#### 7.6 "AS IS" Transaction

BUYER HEREBY ACKNOWLEDGES AND AGREES THAT EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO THE PURCHASED ASSETS INCLUDING, WITHOUT LIMITATION, INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED

IN CONNECTION WITH THE PURCHASED ASSETS, SELLERS' HISTORICAL FINANCIAL OR OPERATIONAL PERFORMANCE, THE PHYSICAL CONDITION OF ANY OF THE PURCHASED ASSETS OR THE SUBJECT OF ANY CONTRACT OR REAL PROPERTY LEASE TO BE ASSUMED BY BUYER AT THE CLOSING, THE ENVIRONMENTAL CONDITION OR OTHER MATTERS RELATING TO THE PHYSICAL CONDITION OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE ZONING OF ANY SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF THE PROPERTY (OR ANY PORTION THEREOF), THE TRANSFERABILITY OF THE PURCHASED ASSETS, THE TERMS, AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY ASSUMED LIABILITIES, THE TITLE OF THE PURCHASED ASSETS (OR ANY PORTION THEREOF), THE MERCHANTABILITY OR FITNESS OF THE PURCHASED ASSETS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTER OR THING RELATING TO THE PURCHASED ASSETS.

WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS HEREBY DISCLAIM ANY WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY OF THE PURCHASED ASSETS. BUYER FURTHER ACKNOWLEDGES THAT BUYER HAS CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF THE PURCHASED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE PURCHASED ASSETS AS BUYER DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE PURCHASED ASSETS, EXCEPT FOR ANY REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN SECTION 6, BUYER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, BUYER WILL ACCEPT THE PURCHASED ASSETS AT THE CLOSING "AS IS," "WHERE IS," AND "WITH ALL FAULTS."

8. Brokers

All negotiations relative to this Agreement and the transactions contemplated hereby have been carried out by Buyer directly with Sellers, Sellers' counsel and Dirks, Van Essen & Murray without the intervention of any Person on behalf of Buyer in such manner as to give rise to any valid claim by any Person against Sellers for a finder's fee, brokerage commission or similar payment. Buyer shall be exclusively obligated to resolve or pay any claim made by any broker, finder or similar person claiming by or through Buyer or under a purported arrangement with Buyer.

9. Conduct Prior to Closing

9.1 Access to Records and the Purchased Assets of Sellers

9.1.1 From and after the date of this Agreement until the Closing Date, Sellers shall, upon reasonable advance notice, afford to Buyer and Buyer's officers, independent public accountants, counsel, lenders, consultants and other representatives reasonable access during normal business hours to the Purchased Assets and all records pertaining to the Purchased Assets or the Business. On and after the date hereof, Sellers shall facilitate Buyer's interviews of

Sellers' Employees to permit Buyer to evaluate whether or not to make offers of employment to those persons. Buyer, however, shall not be entitled to have access to any materials containing privileged communications or information about Employees, disclosure of which might violate an Employee's reasonable expectation of privacy, but Sellers shall sufficiently identify such information to Buyer to enable Buyer to determine to its reasonable satisfaction the materiality of such information.

9.1.2 From and after the date of this Agreement until the Closing Date, Sellers shall, upon reasonable advance notice, afford to Buyer and Buyer's officers, counsel, lenders, consultants and other representatives access to each Real Property site for the purposes of inspecting, diligencing and reviewing the Real Property (including conducting such tests, studies, surveys and/or other physical inspections of the Property as Buyer deems necessary or appropriate) and all information relating thereto (the "Inspections"). Buyer's Inspections may encompass such matters as, without limitation, title and survey, environmental conditions, soil conditions, siting, access, traffic patterns, competition, financing, economic feasibility, platting, zoning, leasing status and matters involving governmental cooperation. If Buyer is dissatisfied with the any Owned Real Property for any reason based on the results of such Inspections (or no reason at all), Buyer at any time prior to Closing, at its sole and absolute discretion, may provide Sellers with an updated form of Schedule 2.2(xi), which shall list all Owned Real Property that Buyer, in its sole and absolute discretion, shall have designated as Excluded Assets that Buyer will not acquire from Sellers at Closing provided, any such updating of Schedule 2.2(xi) shall not result in any change to the Purchase Price or any other obligation of Buyer hereunder; provided, further, that in the event Buyer elects to add the Owned Real Property located at 345 Penn Street, Reading Pennsylvania because it is dissatisfied with the results of the 345 Penn Phase 2 Assessment, Sellers and Buyer shall promptly and, in any event prior to the Closing, enter into a lease agreement on commercially reasonable terms permitting Buyer to lease from Sellers the office spaces located at 345 Penn Street, Reading Pennsylvania rent free (but providing that Buyer will reimburse Sellers for reasonable carrying costs associated with entirety of the building located at 345 Penn Street, Reading Pennsylvania for as long as Buyer is occupying such office space hereunder) for a period of up to six (6) months following the Closing Date.

## 9.2 Preservation of the Purchased Assets Pending Closing

Unless Buyer otherwise consents, during the period prior to the Closing Date, subject to the orders and direction of the Bankruptcy Court, Sellers shall, taking into account Sellers' financial situation and the current operating status of the Purchased Assets, use commercially reasonable efforts to maintain and preserve the Purchased Assets, except as otherwise may be appropriate in the operation of the Business in the ordinary course of business, including the borrowing and the repayment of funds in connection with the operation of the Business. Prior to the Closing, Sellers shall not settle, compromise, or modify any Receivables, and shall not seek collection of Receivables except in a manner consistent with Sellers' ordinary course of business or subject to the orders and direction of the Bankruptcy Court.

## 9.3 Buyer Employees

9.3.1 Not later than five (5) Business Days prior to the Closing Date, (a) Buyer shall set initial terms and conditions of employment, including wages, benefits, job duties



and responsibilities and work assignment, and (b) shall determine to which Employees to offer employment, in its sole discretion, and shall provide Sellers with a list of such Employees as well as a template written offer letter of employment to such Employees. Only Employees who are offered and accept such offers of employment with Buyer based on the initial terms and conditions set by Buyer and then actually commence employment with Buyer will become “Buyer Employees” after the Closing. Sellers shall terminate, or shall cause to be terminated, the employment of all Employees employed in connection with the operation of the Business on the Closing Date. Nothing in this Section 9.3, expressed or implied, shall confer upon any of the Employees any right to employment or continued employment for any specified period, of any nature or kind whatsoever under or by reason of this Agreement. Except as described in the remaining sentences of this Section 9.3.1, the employment of each such Buyer Employee with Buyer will commence immediately upon the Closing and be effective as of the day following the Closing Date. In the case of any individual who is offered employment by Buyer and accepts such offer, but who is absent from active employment and receiving short-term disability or workers’ compensation benefits, the employment of such individual with Buyer would commence upon his or her return to active work, and such individual would become a Buyer employee as of such date. Buyer shall not be obligated to provide any severance, separation pay, or other payments, rights or benefits, including any key employee retention payments, to any Employee on account of any termination of such Employee’s employment on or before the Closing, and such payments, rights and/or benefits (if any) shall remain obligations of the Sellers.

9.3.2 Except as prohibited by applicable Law, at least seven (7) Business Days prior to the Closing Date, Sellers shall provide to Buyer all information reasonably necessary to permit Buyer to perform its obligations under this Section 9.3, and shall provide such additional information as may be reasonably requested by Buyer following the Closing.

9.3.3 The provisions of this Section 9.3 shall not (i) be deemed to constitute the adoption, amendment or modification of any employee benefit plan, including the Employee Benefit Plans, (ii) limit the right of Buyer, the Sellers, or any of their respective Affiliates to amend or terminate any employee benefit plan or require the Buyer, the Sellers, or any of their respective Affiliates to continue any specific employee benefit plans following the Closing, including the Employee Benefit Plans, (iii) limit the right of the Buyer, the Sellers, or any of their respective Affiliates to terminate any employee at any time after the Closing and for any reason, or (iv) create any third party rights, benefits or remedies of any nature whatsoever in any employees of the Sellers or their Affiliates (or any beneficiaries or dependents thereof) or any other Person that is not a party to this Agreement.

9.3.4 With respect to Buyer Employees, Buyer will have full responsibility under the WARN Act relating to any act or omission of Buyer after the Closing Date. Sellers will have full responsibility under the WARN Act for all Liabilities relating to any act or omission of Sellers with respect to the Employees prior to and on the Closing Date, including any such Liabilities that result from Employees’ separation of employment from Sellers and/or Employees not becoming Buyer Employees pursuant to this Section 9.3. Unless otherwise agreed to by Sellers and Buyer, Sellers agree to issue, consistent with applicable Law, WARN Act notices, in a form acceptable to Buyer, to the Employees and all other parties required to receive notice under the WARN Act.

9.3.5 Buyer does not accept or assume any Collective Bargaining Agreements to which any Seller is a party or subject, and expressly declines to be bound by or accept the terms of such Collective Bargaining Agreements. Buyer shall not be obligated to, and does not, accept or adopt any wage rates, employee benefits, employee policies, or any other terms or conditions of employment.

9.3.6 All provisions contained in this Agreement with respect to employee benefit plans or compensation of Buyer Employees are included for the sole benefit of the respective parties hereto. Nothing contained herein (a) shall confer upon any former, current, or future employee of Sellers or Buyer, or any legal representative or beneficiary thereof, any rights or remedies, including any right to employment or continued employment, of any nature, for any specified period; (b) shall cause the employment status of any former, present or future Employee to be other than terminable at will; or (c) shall confer any third party beneficiary rights upon any Buyer Employee or any dependent, beneficiary, heirs or assigns thereof.

#### 9.4 Bankruptcy Court Approvals

##### 9.4.1 RESERVED

9.4.2 Bankruptcy Court's Approval of Sale. Pursuant to the Sale Motion, Sellers shall seek entry of the Sale Approval Order and Sellers shall use reasonable best efforts to obtain entry of the Sale Approval Order. The Sale Approval Order shall not have been amended, modified, or supplemented from the form attached as Exhibit E without the written consent of Buyer and Sellers.

9.4.3 No Successor Liability. The parties intend that, upon Closing, Buyer shall not be deemed to: (a) be the successor of or successor employer to Sellers for any purpose or under any theory, including as described under COBRA and applicable regulations thereunder, including with respect to any Collective Bargaining Agreement and any Employee Benefit Plans; (b) have, de facto or otherwise, merged with or into Sellers; (c) be a mere continuation or substantial continuation of Sellers, the Business, or Sellers' enterprise(s); or (d) be liable for any acts or omissions of Sellers in the conduct of the Business or arising under or related to the Purchased Assets or the Assumed Liabilities. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement and/or the Sale Approval Order, the parties intend that Buyer shall not be liable for any Adverse Interests against any Seller or any of its Affiliates, and that Buyer shall no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date or whether fixed or contingent, existing or hereafter arising, with respect to the Business, the Purchased Assets or any Liabilities of any Seller arising on or prior to the Closing Date. The parties agree that a provision to effectuate this Section 9.4.4 shall be reflected in the Sale Approval Order.

9.4.4 Sellers' Additional Bankruptcy Procedure Covenants. Sellers, at their sole expense, shall promptly make any filings, take all actions, and use their commercially reasonable efforts to obtain any and all other approvals and orders necessary or appropriate for consummation of the sale of the Purchased Assets, subject to its obligations to comply with any order of the Bankruptcy Court. In the event an appeal is taken, or a stay pending appeal is requested, from any of the foregoing orders of the Bankruptcy Court, Sellers shall immediately

notify Buyer of such appeal or stay request and, upon Buyer's request, shall provide to Buyer within three (3) Business Days after Sellers' receipt thereof a copy of the related notice of appeal or order of stay. Sellers shall also provide Buyer with written notice of any motion or application filed in connection with any appeal from any of such orders.

## 10. Indemnification

### 10.1 Indemnification of Sellers by Buyer

Buyer hereby agrees to defend, indemnify, and hold harmless Sellers, each of their Affiliates, and each of their respective officers, directors, stockholders, employees, representatives, agents, successors and assigns (individually, and collectively, the "Seller Indemnitees") against losses, Liabilities, damages, actions, suits, proceedings, claims, demands, orders, assessments, amounts paid in settlement (if approved by Buyer as provided below), fines, costs or deficiencies, including, without limitation, interest, penalties and attorney's fees and costs, including the cost of seeking to enforce this indemnity to the extent such enforcement is successful, caused by or resulting or arising from, or otherwise with respect to (a) any inaccuracy in or breach of any representation or warranty of Buyer made in or under this Agreement or any of the Schedules attached hereto, or in any of the certificates or other instruments or documents furnished to Seller by Buyer pursuant to this Agreement pursuant to which a written notice requesting indemnification has been delivered in accordance with Section 10.3 and Section 10.4 by the applicable Seller Indemnitee to Buyer prior to the Closing Date (if the Closing Date occurs); (b) any nonfulfillment or breach of any covenant or agreement by Buyer under this Agreement or any of the Schedules attached hereto; (c) any of the Assumed Liabilities, or (d) the Inspections. Notwithstanding anything to the contrary herein, since the representations and warranties and certain covenants of Buyer under this Agreement will lapse and be of no further force or effect after the Closing, following the Closing Date Buyer shall not have any liability or obligation under this Section 10.1 or otherwise with respect to any breach or asserted breach by Buyer of any representation or warranty or such covenants under this Agreement following the Closing; provided, however, that Buyer's indemnification obligations pursuant to this Section 10.1 with respect to the Inspections and those covenants that, by their terms, are to survive the Closing, including the obligation to pay all Assumed Liabilities, shall remain in force and full effect until the first anniversary of the Closing Date.

### 10.2 Indemnification of Buyer by Sellers

Sellers, jointly and severally, hereby agree defend, indemnify, and hold harmless Buyer, each of its Affiliates, and each of their respective officers, directors, stockholders, employees, representatives, agents, successors and assigns (individually, and collectively, the "Buyer Indemnitees") against losses, Liabilities, damages, actions, suits, proceedings, claims, demands, orders, assessments, amounts paid in settlement (if approved by Sellers as provided below), fines, costs or deficiencies, including, without limitation, interest, penalties and attorney's fees and costs, including the cost of seeking to enforce this indemnity to the extent such enforcement is successful, caused by or resulting or arising from, or otherwise with respect to (a) any inaccuracy in or breach of any representation or warranty of Sellers made in or under this Agreement or any of the Schedules attached hereto, or in any of the certificates or other instruments or documents furnished to Buyer by Seller pursuant to this Agreement pursuant to which a written

notice requesting indemnification has been delivered in accordance with Section 10.3 and Section 10.4 by the applicable Buyer Indemnitee to Sellers prior to the Closing Date (if the Closing Date occurs); (b) any nonfulfillment or breach of any covenant or agreement by Seller under this Agreement or any of the Schedules attached hereto; and (c) any of the Excluded Liabilities. Notwithstanding anything to the contrary herein, since the representations and warranties and certain covenants of Buyer under this Agreement will lapse and be of no further force or effect after the Closing, following the Closing Date Sellers shall not have any Liability under this Section 10.2 or otherwise with respect to any breach or asserted breach by Sellers of any representation or warranty or such covenants under this Agreement following the Closing; provided, however, that Sellers' indemnification obligations pursuant to this Section 10.2 with respect to those covenants that, by their terms, are to survive the Closing shall remain in full force and effect until the first anniversary of the Closing Date.

### 10.3 Notice of Indemnification Claims

All claims for indemnification hereunder shall be made in writing and provided to the indemnifying party promptly following knowledge by the party seeking indemnification of the facts giving rise to such claim, provided, however, any delay in providing notice of a claim for indemnification shall relieve the indemnifying party of Liability only to the extent such delay caused actual prejudice to the ability of the indemnifying party to defend against any related claim or mitigate any related damages.

### 10.4 Third Party Claims

If any third party proceeding is brought against a Buyer Indemnitee or Seller Indemnitee as to which such Buyer Indemnitee or Seller Indemnitee seeks indemnification hereunder, the party seeking indemnification shall give notice to the indemnifying party of the commencement of such proceeding, the indemnifying party will be entitled to participate in such proceeding and, to the extent that it wishes, assume the defense of such proceeding with counsel reasonably satisfactory to the party seeking indemnification and, after notice from the indemnifying party to the party seeking indemnification of the indemnifying party's election to assume the defense of such proceeding, the indemnifying party will not, as long as it diligently conducts such defense, be liable to party seeking indemnification for any fees of other counsel or any other expenses with respect to the defense of such proceeding, in each case subsequently incurred by the party seeking indemnification in connection with the defense of such proceeding, other than reasonable costs of investigation and monitoring. If an indemnifying party assumes the defense of a proceeding, (A) it will be conclusively established for purposes of this Agreement that the claims made in that proceeding are within the scope of and subject to indemnification; and (B) no compromise or settlement of such claims may be effected without the indemnified party's consent unless (1) there is no finding or admission of any violation of law by such indemnified party (or any Affiliate thereof) or any violation of the rights of any Person and no effect on any other claims that may be made against such indemnified party, and (2) the sole relief provided is monetary damages that are paid in full by the indemnifying party. No indemnified party will have Liability with respect to any compromise or settlement of the claims underlying such proceeding effected without its consent. If notice is given to an indemnifying party by an indemnified party of the commencement of any proceeding for which such indemnified party seeks indemnification hereunder and indemnifying party does not, within ten (10) days after such notice is received, give

notice to such indemnified party of indemnifying party's election to assume the defense of such proceeding, the indemnifying party will be bound by any determination made in such proceeding or any compromise or settlement effected by such indemnified party.

#### 10.5 Guaranty of Buyer

10.5.1 Buyer Guarantor hereby unconditionally, absolutely, continuously and irrevocably guarantees (the "Guaranty") to Seller the due and punctual payment and performance by Buyer of all covenants, agreements, financial Liabilities arising under or pursuant to this Agreement (including payment of the Purchase Price, the Closing Net Working Capital Amount, the Cure Amounts and the Disputed Cure Amounts), whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due, in each case as and when the payment or performance of the same shall become due (collectively, the "Buyer Liabilities"). Seller acknowledges and agrees that it will not be entitled to make demand under this Section 10.5 unless and until it has first made demand for such payment against Buyer. Seller shall provide to Buyer Guarantor a copy of any notice sent to Buyer under this Agreement simultaneously with, and in the same manner as, the sending of such notice. Buyer Guarantor and its successors do not waive any defenses that Buyer would have under the terms of this Agreement. This Guaranty shall automatically terminate in all respects upon the termination of this Agreement; provided, however, that in the event this Agreement is terminated, this Guaranty shall survive solely with respect to Buyer Liabilities remaining at the time of, or by the express terms of this Agreement, which are to survive, the termination of this Agreement.

10.5.2 Other than as set forth in Section 10.5.1 above, Seller shall not be required first to prosecute collection or seek to enforce or resort to any remedies against Buyer on account of the Buyer Liabilities before attempting to collect the Buyer Liabilities pursuant to the Guaranty. Other than as set forth in Section 10.5.1 above, the Buyer Liabilities shall in no way be impaired, affected, reduced or released by reason of the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets of Buyer or the marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composing with creditors or readjustment of, or other similar proceedings or any other inability to pay or perform affecting, Buyer or any of its respective assets.

#### 11. Purchase Price Deposit and Liability Limitations

11.1.1 If Sellers terminate this Agreement pursuant to Section 5.4.4, the Purchase Price Deposit shall be retained by Sellers as liquidated damages and not as a penalty. If, however, this Agreement is terminated for any other reason, including without limitation, because a sale to a competing bidder is approved by the Bankruptcy Court, the Purchase Price Deposit shall be returned to Buyer in its entirety, together with any interest earned thereon, within three (3) Business Days of such termination.

11.1.2 Notwithstanding any provisions of this Agreement to the contrary, Sellers acknowledge and agree that Sellers' sole and exclusive remedy against Buyer for any claim or cause of action arising in connection with breach by Buyer of this Agreement prior to Closing

shall be (a) termination of this Agreement pursuant to Section 5.4.4 hereof, and (b) retention of the Purchase Price Deposit.

11.1.3 Notwithstanding any provisions of this Agreement to the contrary, Buyers acknowledges and agrees that Buyer's sole and exclusive remedy against Sellers for any claim or cause of action arising in connection with breach of this Agreement prior to Closing shall be (a) termination of this Agreement and return of the Purchase Price Deposit, or (b) specific performance of this Agreement by Sellers.

## 12. FCC Matters.

12.1.1 No later than five (5) business days after signing of this Agreement, Reading Eagle Company will make the required filing with the FCC reflecting that it has modified all channels authorized for KNNH737 to operate with a bandwidth of 12.5 kHz or less, or with equivalent efficiency, in compliance with Section 90.335 of the FCC rules ("Narrowbanding"). As soon as possible, but in no event later than five (5) business days after the FCC has approved the Narrowbanding, the parties will cooperate in preparing, submitting and prosecuting the requisite application for FCC consent to assignment of the KNNH737 License to Buyer.

12.1.2 WEEU Broadcasting Company will take radio station WEEU off the air as of the Closing and will notify the FCC within three (3) Business Days after the Closing that the station is off the air. If, after the Closing, Sellers are able to identify a buyer for the WEEU FCC License, Buyer shall, pursuant to an agreement on commercially reasonable terms that allows for indemnification of Buyer, allow such buyer use of and site access to WEEU's current tower, antenna and transmitter located at the tower site until the earlier of (a) five (5) years from the Closing Date, and (b) the date the Buyer sells the Owned Real Property upon which such transmitting facilities are located. Notwithstanding anything in this Agreement to the contrary, if, after the Closing, WEEU sells the FCC License to an acquirer who makes use of the current tower site, such acquirer shall be responsible for compliance with all applicable FCC requirements relating to the use and operation of the transmitting equipment at that site for as long as the acquirer broadcasts from that site. Nothing in this Agreement is intended to prevent WEEU from continuing to operate if its owner can arrange for a suitable transmitting location for the station, either at its present site pursuant to an agreement with Buyer or at an alternative site.

12.1.3 Sellers have a number of Antenna Structure Registrations ("ASRs") with the FCC. Within five (5) Business Days after the Closing, Buyer will submit appropriate documentation to the FCC in order to assign all of Sellers' ASRs to Buyer. Sellers will cooperate with Buyer in this regard as necessary to accomplish the transfer of Sellers' ASRs to Buyer.

## 13. Miscellaneous

### 13.1 Post-Closing Reasonable Access to Records and Certain Personnel

13.1.1 Seller Access to Buyer. Subsequent to the Closing Date, so long as the Bankruptcy Case is pending, and following reasonable written request by Sellers to Buyer, (i) Buyer shall permit Sellers' counsel and other professionals employed in the Bankruptcy Case

reasonable access to the financial and other books and records relating to the Purchased Assets, the Excluded Assets or the Business (whether in documentary or data form) for the purpose of (a) performing its undertakings and obligations under this Agreement and (b) the continuing administration of the Bankruptcy Case (including, without limitation, the pursuit of any reserved avoidance, preference or similar action), which access shall include (x) the right of such professionals to use computer hardware and software systems included among the Purchased Assets to access data that may constitute Purchased Assets or Excluded Assets in furtherance of the purposes described above, or (y) the right of such professionals to copy, at Sellers' expense, such documents and records as they may request in furtherance of the purposes described above, and Buyer's copying and delivering to Sellers or their professionals such documents or records as they may request (but only to the extent Sellers or their professionals furnish Buyer with reasonably detailed written descriptions of the materials to be so copied and Sellers reimburse Buyer for the reasonable costs and expenses thereof), (ii) Buyer shall provide Sellers and such professionals (at no cost to Sellers) with reasonable access to senior members of management of the Business during regular business hours to assist Sellers in the continuing administration of the Bankruptcy Case, provided, that such access does not unreasonably interfere with Buyer's business operations, and (iii) Buyer shall (A) retain all books and records with respect to the Business for at least forty-eight (48) months and thereafter (B) give Sellers reasonable written notice prior to destroying or discarding any such books and records and in such case, if Sellers so request, Buyer shall allow Sellers to take possession of such books and records.

13.1.2 Buyer Access to Sellers. Subsequent to the Closing Date, so long as the Bankruptcy Case is pending and following reasonable written request by Buyer to Sellers (i) Sellers shall permit Buyer's management personnel reasonable access to the financial and other books and records relating to the Purchased Assets, or the Business (whether in documentary or data form) for the purpose of assisting Buyer in the operation of the Business, which access shall include (a) the right of such personnel to copy, at Buyer's expense, such documents and records as they may request in furtherance of the purposes described above, and (b) Sellers' copying and delivering to Buyer or its personnel such documents or records as they may request, but only to the extent Buyer or its personnel furnishes Sellers with reasonably detailed written descriptions of the materials to be so copied and Buyer reimburses Sellers for the reasonable costs and expenses thereof, (ii) Sellers shall provide Buyer and such personnel (at no cost to Buyer) with reasonable access to senior members of management of Sellers during regular business hours to assist Buyer in the operation of the Business, provided that such access does not unreasonably interfere with Sellers' operations and shall be provided only if and so long as such personnel are retained and employed by Sellers, and (iii) Sellers shall either (A) retain all books and records with respect to the Business or (B) give Buyer reasonable written notice prior to destroying or discarding any such books and records and in such case, if Buyer so requests, Sellers shall allow Buyer to take possession of such books and records.

## 13.2 Notices

Unless otherwise provided herein, any notice, tender, or delivery to be given hereunder by either party to the other may be effected by personal delivery in writing or by electronic-mail or facsimile, or by overnight package delivery service or registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated as of the date

delivered. Mailed notices shall be addressed as set forth below, but each party may change its address by written notice in accordance with this paragraph.

To Sellers: Reading Eagle Company  
WEEU Broadcasting Company  
345 Penn Street  
Reading, PA . 19603  
Attn: Peter Barbey

With copies Stevens & Lee, P.C.  
(which shall not 620 Freedom Business Center  
constitute notice) Suite 200  
to: King of Prussia, PA 19406  
Attn: Robert Lapowsky, Esq.  
Email: [rl@stevenslee.com](mailto:rl@stevenslee.com)  
Fax: (610) 371-7958

To Buyer: c/o MediaNews Group, Inc.  
101 W. Colfax Ave, Suite 1100  
Denver, CO 80202  
Attn: Michael Koren  
Fax: (303) 954-6320

With a copy Akin Gump Strauss Hauer & Feld LLP  
(which shall not One Bryant Park  
constitute notice) New York, NY 10036  
to: Attn: David J. D'Urso, Esq.  
Email: [ddurso@akingump.com](mailto:ddurso@akingump.com)  
Fax: (212) 872-1002

### 13.3 Entire Agreement

This Agreement and the documents to be executed pursuant hereto among the parties contain the entire agreement between the parties relating to the sale of the Purchased Assets.

### 13.4 Amendment

This Agreement may be modified, amended or supplemented only by a written instrument duly executed by all the parties hereto; provided, however, that prior to the Closing Date, Buyer shall have the unilateral right to: (a) delete from Schedule 6.14(b) such Real Property Leases as Buyer determines and (b) add to Schedule 2.2(xi) such Owned Real Property as Buyer determines in accordance with Section 9.1.2.

### 13.5 Closing Date



All actions to be taken at the Closing pursuant to this Agreement shall be deemed to have occurred simultaneously, and no act, document or transaction shall be deemed to have been taken, delivered or effected until all such actions, documents and transactions have been taken, delivered or effected.

### 13.6 Severability

If in any jurisdiction any term or provision hereof is determined to be invalid or unenforceable, (a) the remaining terms and provisions hereof shall be unimpaired, (b) any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction, and (c) the invalid or unenforceable term or provision shall, for purposes of such jurisdiction, be deemed replaced by a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision.

### 13.7 Further Assurances

The parties hereto will execute, acknowledge and deliver any further assurance, documents and instruments reasonably requested by any other party hereto for the purpose of giving effect to the transactions contemplated herein. After the Closing, if Sellers receive any payment on account of any Receivables conveyed under this Agreement, Sellers shall remit the proceeds of such payment, without any deduction or offset of any nature, to Buyers within five (5) Business Days after receipt. The proceeds of such receipts shall be deemed to be held in trust by Sellers for the sole benefit of Buyer, and such proceeds shall not constitute property of Sellers' estate(s) under the Bankruptcy Code.

### 13.8 Waiver

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

### 13.9 Payment of Fees and Expenses

Except as expressly provided herein, each party to this Agreement shall be responsible for, and shall pay, all of its own fees and expenses, including those of its counsel, incurred in the negotiation, preparation and consummation of this Agreement and the transactions contemplated hereby.

### 13.10 Post-Closing Survival of Representations, Warranties and Covenants

The representations and warranties of Sellers and Buyer and the covenants of the Sellers and Buyer to be performed prior to Closing, in each case, as set forth in Articles 6 and 7 hereof or in any other documents delivered prior to or at the Closing, shall not survive the Closing, and, upon the Closing, shall be of no force or effect whatsoever. The covenants of the Sellers and Buyers as set forth in this Agreement or in any other documents delivered prior to or at the Closing,

in each case, to be performed after Closing (including the indemnity obligations of the Sellers and Buyer) shall survive the Closing.

13.11 No Assignment; No Third Party Beneficiaries

Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Sellers or Buyer without the prior written consent of the other parties hereto and any purported assignment or delegation in violation hereof shall be null and void; provided that Buyer may assign any of its rights, but not its obligations, hereunder to any one or more Persons which are Affiliates of Buyer in its sole discretion; provided, further, that Buyer may at any time in its sole discretion assign its rights with respect to any Owned Real Property, including its rights to add Owned Real Property to Schedule 2.2(xi) in accordance with Section 9.1.2, to Twenty Lake Holdings LLC or any of such Person's Affiliates. Except as set forth in Sections 10.1 and 10.2, this Agreement is not intended to, and shall not, confer upon any other Person except the parties hereto any rights or remedies hereunder.

13.12 Binding Effect

This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, and their respective heirs, legal representatives, successors and permitted assigns, any rights, remedies, obligations or Liabilities under, in connection with or by reason of this Agreement.

13.13 Applicable Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Law of the Commonwealth of Pennsylvania without regard to the Law of the conflicts of Law of such State. **THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE PURCHASED ASSETS AND/OR THE ASSUMED LIABILITIES, AND THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION. THE FOREGOING NOTWITHSTANDING, IF THE BANKRUPTCY COURT FOR ANY REASON DECLINES TO EXERCISE JURISDICTION OR DETERMINES THAT IT DOES NOT HAVE JURISDICTION OVER ANY DISPUTE OR MATTER, THEN THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN BERKS COUNTY, PENNSYLVANIA.**

13.14 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed copy hereof by pdf, facsimile or email shall for all purposes be agreed to constitute such delivery of an executed copy.

13.15 Confidentiality; Publicity

13.15.1 Subject to the requirements of the Bankruptcy Code and the Bankruptcy Court and except as otherwise explicitly provided in this Agreement, from the date hereof until the earlier of Closing Date or the date on which this Agreement is terminated, Buyer agrees that it shall, and shall cause its employees, officers, directors and Affiliates to, keep confidential all information (whether written or otherwise) provided to it by Sellers or Sellers' agents and representatives, except that Buyer may provide such information to its financial advisors, legal counsel and other consultants assisting Buyer, provided that such advisors, counsel and consultants agree to become bound by the terms of this Section 13.15.1. In the event this Agreement is terminated prior to Closing, Buyer shall return to Sellers all information provided to it by or on behalf of Sellers or shall provide Sellers with evidence reasonably satisfactory to Sellers that Buyer has destroyed such information. Buyer's obligations under this Section 13.15.1 shall not extend to information which (a) has been in the possession of or known by Buyer on a non-confidential basis prior to the receipt thereof from Sellers or its agents or representatives, (b) has become generally available to the public other than as a result of disclosure by Buyer or its agents or representatives, (c) has become available to Buyer on a non-confidential basis from a third party not prohibited from making such disclosure to Buyer, or (d) is required to be disclosed to comply with any applicable Law, provided that before Buyer makes such disclosure that Buyer use reasonable efforts to give Sellers prompt notice of the requirement or request for disclosure and use reasonable efforts to cooperate with Sellers in securing a protective order or other arrangement to limit disclosure of such confidential information only to parties agreeing to be bound by the terms of the protective order or other arrangement.


13.15.2 From and after the date hereof, Sellers shall not, without the prior written consent of Buyer, and Buyer shall not (and shall cause its Affiliates not to) without the prior written consent of Sellers, issue or permit to be issued any media, newspaper, wire service, trade journal or any other public statement, in each case concerning the transactions contemplated herein, without the approval of the other party, except as otherwise provided herein or as may be required by applicable Law, stock exchange rule or other applicable disclosure obligations, in which case the issuing party shall provide the other party, in writing, no less than one (1) Business Day prior to such proposed statement, the content of the proposed statement and an opportunity to comment on the statement.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties hereto have executed this Asset Purchase Agreement as of the day and year first above written.


BUYER:

MNG-RE ACQUISITION LLC

By:   
Name: Michael Koren  
Title: Senior Vice President &  
Chief Financial Officer

BUYER GUARANTOR:

MEDIANEWS GROUP, INC.

By:   
Name: Michael Koren  
Title: Senior Vice President &  
Chief Financial Officer

SELLERS:

READING EAGLE COMPANY

By: \_\_\_\_\_  
Name: Partrick J. Purcell  
Title: President

WEEU BROADCASTING COMPANY

By: \_\_\_\_\_  
Name: Patrick J. Purcell  
Title: President

**Exhibit A**

Form of Assignment and Assumption Agreement

## ASSIGNMENT, DELEGATION AND ASSUMPTION AGREEMENT<sup>1</sup>

This ASSIGNMENT, DELEGATION AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered into as of \_\_\_\_\_, 2019, by and among Reading Eagle Company, a Pennsylvania corporation and WEEU Broadcasting Company, a Pennsylvania corporation (each, individually, an “Assignor” and, collectively, “Assignors”), and [MNG-RE Acquisition LLC, a Delaware limited liability company] (“Assignee”).

### BACKGROUND

A. Assignors and [Assignee]/[MNG-RE Acquisition LLC (“MNG-RE”)] have entered into an Asset Purchase Agreement, dated as of May 21, 2019, by and among Assignor, [Assignee]/[MNG-RE] and MediaNews Group, Inc. (together with the Exhibits and Schedules thereto, the “Purchase Agreement”), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignors to Assignee of the [Purchased Assets and Assumed Liabilities][Owned Real Property] (as those terms are defined in the Purchase Agreement) on the date hereof, on the terms and conditions set forth therein.

B. [In accordance with the Purchase Agreement, MNG-RE has assigned its rights to acquire the Owned Real Property to Assignee].

C. In connection with the sale and purchase of the [Purchased Assets]/[Owned Real Property] pursuant to the Purchase Agreement, Assignors are to assign and delegate, and Assignee is to assume, certain specified contracts, liabilities and obligations of Assignors relating to Assignors’ business and operations.

D. Closing is being held on the date hereof under the Purchase Agreement and this Agreement is being executed and delivered pursuant to Section 4.3.2 of the Purchase Agreement and is made subject to the provisions of the Purchase Agreement.

### AGREEMENT

NOW, THEREFORE, pursuant to and in consideration of the Purchase Agreement and the mutual covenants and agreements set forth therein and herein, Assignors and Assignee, each intending to be legally bound, agree as follows:

1. Incorporation of Background. The preamble and Background provisions of this Agreement (including the defined terms therein) are incorporated herein by reference thereto as if fully set forth in this Agreement.

2. Defined Terms. Any capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Purchase Agreement.

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<sup>1</sup> In the event that Buyer assigns its right to acquire the Real Property to an Affiliate, execution version(s) of this form agreement will reflect the assignment and assumption of either Real Property by such Affiliate or the other Purchased Assets by Buyer.

3. Assignment of Rights. On and subject to the terms of the Purchase Agreement, each Assignor hereby sells, transfers, conveys, and assigns to Assignee all of such Assignor's right, title and interest in, to and under all of the [contracts and agreements of Assignor referred to as "Assigned Contracts" in Section 2.3 of the Purchase Agreement (collectively and also referred to herein as the "Assigned Contracts")]/[Owned Real Property].

4. [Delegation of Duties. On and subject to the terms of the Purchase Agreement each Assignor hereby delegates to Assignee all of such Assignor's duties and liabilities under the Assigned Contracts to which such Assignor is party, to the extent assumed by Assignee hereunder and under the Purchase Agreement.]

5. Assumption of Liabilities Under Assigned Contracts. On and subject to the terms of the Purchase Agreement, Assignee hereby assumes from Assignors, and agrees to pay, discharge and perform, as applicable, all of the Assumed Liabilities of Assignors [under the Assigned Contracts]/[with respect to the Owned Real Property] accruing on or after the Closing Date.

6. Delivery of Contracts. Assignors herewith deliver all [Assigned Contracts]/[Owned Real Property] to Assignee.

7. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, and their respective heirs, legal representatives, successors and permitted assigns, any rights, remedies, obligations or liabilities under, in connection with or by reason of this Agreement.

8. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Law of the Commonwealth of Pennsylvania without regard to the Law of the conflicts of Law of such State. THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE PURCHASED ASSETS AND/OR THE ASSUMED LIABILITIES, AND THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION. THE FOREGOING NOTWITHSTANDING, IF THE BANKRUPTCY COURT FOR ANY REASON DECLINES TO EXERCISE JURISDICTION OR DETERMINES THAT IT DOES NOT HAVE JURISDICTION OVER ANY DISPUTE OR MATTER, THEN THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN BERKS COUNTY, PENNSYLVANIA.

9. Terms of the Purchase Agreement. This Agreement shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed copy hereof by pdf, facsimile or email shall for all purposes be agreed to constitute such delivery of an executed copy.

11. Further Assurances. The parties hereto will execute, acknowledge and deliver any further assurance, documents and instruments reasonably requested by any other party hereto for the purpose of giving effect to the transactions contemplated herein.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers the day and year first above written.

**ASSIGNORS:**

READING EAGLE COMPANY

By: \_\_\_\_\_

Name: Peter D. Barbey

Title: President & CEO

WEEU BROADCASTING COMPANY

By: \_\_\_\_\_

Name: Peter D. Barbey

Title: President & CEO

**ASSIGNEE:**

[MNG-RE ACQUISITION LLC]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: President

**Exhibit B**

Form of Assignment of Proprietary Rights

## ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS

This ASSIGNMENT OF TRADEMARKS AND COPYRIGHTS (this “Assignment”) is made and entered into as of \_\_\_\_\_, 2019, by and among Reading Eagle Company, a Pennsylvania corporation and WEEU Broadcasting Company, a Pennsylvania corporation (each, individually, an “Assignor” and, collectively, “Assignors”), and MNG-RE Acquisition LLC, a Delaware limited liability company (“Assignee”).

### BACKGROUND

A. Each Assignor is the sole owner of all of the right, title and interest in, to and under, all of the trademarks identified opposite such Assignor’s name on Schedule A attached hereto and incorporated herein by reference, the registrations thereof and the goodwill of the business associated therewith (the “Trademarks”).<sup>1</sup>

B. Each Assignor is sole the owner of all of the right, title and interest in, to and under, all of the copyrights identified opposite such Assignor’s name on Schedule B attached hereto and incorporated herein by reference (the “Copyrights”).

C. Assignors, Assignee and MediaNews Group, Inc. have entered into that certain Asset Purchase Agreement, dated as of May 21, 2019 (together with the Exhibits and Schedules thereto, the “*Purchase Agreement*”), providing for, among other things, the sale, transfer, conveyance, assignment and delivery by Assignors to Assignee of substantially all of the assets of Assignors, including the Trademarks and Copyrights, on the terms and conditions set forth therein. Capitalized terms used, but not otherwise defined, herein shall have the meanings assigned in the Purchase Agreement.

D. Pursuant to the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Assignor has agreed to assign, transfer and convey to Assignee all right, title and interest of such Assignor in, to and under the Trademarks and Copyrights in accordance with the terms and conditions of this Assignment.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged hereby, the parties hereto agree as follows:

1. Incorporation of Background. The Background provisions set forth above (including, without limitation, all defined terms set forth therein) are hereby incorporated by reference to this Assignment as if set forth in their entirety in this Section 1.

2. Assignment. Each Assignor hereby assigns, transfers, conveys and sets over unto Assignee all of the right, title and interest of such Assignor in, to and under the Trademarks opposite such Assignor’s name on Schedule A attached hereto, together with all of the goodwill

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<sup>1</sup> Note to Assignors: Please update Schedule A and Schedule B as applicable.

of the business associated with the use thereof and symbolized thereby, together with all of Assignors' registrations, applications, amendments, applications for amendments, designs, trade dress and claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past and future infringements thereof, and any of such Assignor's other rights relating thereto. Each Assignor hereby assigns, transfers and conveys the Copyrights, applications for registration and exclusive copyright licenses set forth in Schedule B hereto opposite such Assignor's name, and all issuances, restorations, extensions and renewals thereof; all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world; any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; claims and causes of action (including, without limitation, claims and causes of action for past infringement) relating thereto, and the right to sue and collect damages for any and all past and future infringements thereof, and any of such Assignor's other rights relating thereto.

3. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, and their respective heirs, legal representatives, successors and permitted assigns, any rights, remedies, obligations or liabilities under, in connection with or by reason of this Agreement.

4. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the Law of the Commonwealth of Pennsylvania without regard to the Law of the conflicts of Law of such State. THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE PURCHASED ASSETS AND/OR THE ASSUMED LIABILITIES, AND THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION. THE FOREGOING NOTWITHSTANDING, IF THE BANKRUPTCY COURT FOR ANY REASON DECLINES TO EXERCISE JURISDICTION OR DETERMINES THAT IT DOES NOT HAVE JURISDICTION OVER ANY DISPUTE OR MATTER, THEN THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN BERKS COUNTY, PENNSYLVANIA.

5. Terms of the Purchase Agreement. This Agreement shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Agreement and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.

6. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed copy hereof by pdf, facsimile or email shall for all purposes be agreed to constitute such delivery of an executed copy.

7. Further Assurances. The parties hereto will execute, acknowledge and deliver any further assurance, documents and instruments reasonably requested by any other party hereto for the purpose of giving effect to the transactions contemplated herein.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed and delivered by their duly authorized officers the day and year first above written.

**ASSIGNORS:**

READING EAGLE COMPANY

By: \_\_\_\_\_  
Name: Peter D. Barbey  
Title: President & CEO

WEEU BROADCASTING COMPANY

By: \_\_\_\_\_  
Name: Peter D. Barbey  
Title: President & CEO

**ASSIGNEE:**

MNG-RE ACQUISITION LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: President

**SCHEDULE A**

Registered Trademarks

| <b>Reg. No.</b> | <b>Appl. No.</b> | <b>Trademark</b>           | <b>Design</b> | <b>Registrant</b> | <b>Status</b> |
|-----------------|------------------|----------------------------|---------------|-------------------|---------------|
| 5204891         | 87/202328        | GET YOUR WOO ON            | No            | RE                | Active        |
| 4870010         | 86/598497        | BERKS COUNTRY FEST         | Yes           | RE                | Active        |
| 4820049         | 86/597991        | BERKS COUNTRY FEST*        | No            | RE                | Active        |
| 4804451         | 85/847173        | READING EAGLE D DIRECT RED | Yes           | RE                | Active        |
| 4610923         | 85/982636        | BERKS COUNTRY              | No            | RE                | Active        |
| 4166522         | 85/229084        | BRAVO!                     | Yes           | RE                | Active        |
| 4093735         | 85/354334        | GAME DAY MEMORIES          | No            | RE                | Active        |
| 4031302         | 85/233076        | READING EAGLE              | Yes           | RE                | Active        |

\* Supplemental Register Only.

**SCHEDULE B**

| <b>Reg. No.</b> | <b>Title</b>                               | <b>Pub. Date</b> | <b>Claimant</b>              |
|-----------------|--|------------------|------------------------------|
| TX0001296642    | Pennsylvania highlights: A travel guide... | 02/27/1984       | Prince, Janet<br>Imprint: RE |
| CSN0102073      | (Serial Registrations 1993)                |                  | RE                           |
| TX000354086     | V.135, No. 303, 7 July 1993                | 07/07/1993       | RE                           |
| TX0003546087    | V.135, No. 304, 8 July 1993                | 07/08/1993       | RE                           |
| TX0003546088    | V.135, No. 305, 9 July 1993                | 07/09/1993       | RE                           |
| TX0003546089    | V.135, No. 309, 14 July 1993               | 07/14/1993       | RE                           |
| TX0003725000    | V.136, No. 1, 19 July 1993                 | 07/19/1993       | RE                           |
| CSN0102073      | (Serial Registrations 1994)                |                  | RE                           |

**Exhibit C**

Form of Bill of Sale



## **BILL OF SALE<sup>1</sup>**

THIS BILL OF SALE, dated as of \_\_\_\_\_, 2019 (this “Bill of Sale”), is made by and among Reading Eagle Company, a Pennsylvania corporation and WEEU Broadcasting Company, a Pennsylvania corporation (each, individually, a “Seller” and, collectively, “Sellers”), and [MNG-RE Acquisition LLC, a Delaware limited liability company (“Buyer”)]/[BUYER AFFILIATE]. Capitalized terms used and not otherwise defined in this Bill of Sale shall have the meanings given to such terms in the Purchase Agreement (as hereinafter defined).

## **BACKGROUND**

Sellers, Buyer and MediaNews Group, Inc. have entered into an Asset Purchase Agreement dated as of May 21, 2019, (together with the Exhibits and Schedules thereto, the “Purchase Agreement”), providing for, among other things, the sale, transfer, conveyance, assignment, and delivery by Sellers to Buyer of the Purchased Assets (as such term is defined in Section 2.1 of the Purchase Agreement) on the terms and conditions set forth therein.

[In accordance with the Purchase Agreement, Buyer has assigned its rights to acquire the Owned Real Property to [BUYER AFFILIATE]].

KNOW ALL BY THESE PRESENTS that each Seller, pursuant to and in consideration of the premises and the covenants and agreements set forth in the Purchase Agreement and herein, intending to be legally bound hereby, agrees as follows:

1. Subject to the Sale Approval Order, each Seller hereby sells, assigns, transfers and delivers to [Buyer]/[BUYER AFFILIATE], its successors and assigns, and Buyer hereby purchases from Seller, all of such Seller’s right, title and interest in and to the [Purchased Assets]/[Owned Real Property] free and clear of all Adverse Interests (other than Permitted Encumbrances).

TO HAVE AND TO HOLD the Purchased Assets unto [Buyer]/[BUYER AFFILIATE], its successors and assigns, forever.

2. This Bill of Sale is being executed and delivered by Sellers pursuant to Section 4.3.5 of the Purchase Agreement and made subject to the provisions of the Purchase Agreement. This Bill of Sale shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, liability, claim or remedy created by the Purchase Agreement or any ancillary agreement. In the event of any conflict or inconsistency between the terms and conditions set forth in this Bill of Sale and the Purchase Agreement, the terms and conditions set forth in the Purchase Agreement shall control.
3. This Bill of Sale shall be governed by and construed in accordance with the Law of the Commonwealth of Pennsylvania without regard to the Law of the conflicts

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<sup>1</sup> In the event that Buyer assigns its right to acquire the Real Property to an Affiliate, execution version(s) of this form agreement will reflect the assignment and assumption of either Real Property by such Affiliate or the other Purchased Assets by Buyer.

of Law of such State. THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (i) THE INTERPRETATION AND ENFORCEMENT OF THIS BILL OF SALE OR ANY ANCILLARY DOCUMENT EXECUTED PURSUANT HERETO; AND/OR (ii) THE PURCHASED ASSETS AND/OR THE ASSUMED LIABILITIES, AND THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION. THE FOREGOING NOTWITHSTANDING, IF THE BANKRUPTCY COURT FOR ANY REASON DECLINES TO EXERCISE JURISDICTION OR DETERMINES THAT IT DOES NOT HAVE JURISDICTION OVER ANY DISPUTE OR MATTER, THEN THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN BERKS COUNTY, PENNSYLVANIA.

4. This Bill of Sale shall not be modified or amended except by a written instrument signed by Sellers and Buyer.
5. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed copy hereof by pdf, facsimile or email shall for all purposes be agreed to constitute such delivery of an executed copy.
6. This Bill of Sale shall inure to the benefit of, and be binding upon, the parties and their respective heirs, legal representatives, successors and permitted assigns. Nothing in this Bill of Sale, express or implied, is intended to or shall confer upon any Person other than the parties, and their respective heirs, legal representatives, successors and permitted assigns, any rights, remedies, obligations or liabilities under, in connection with or by reason of this Bill of Sale.

*[Signature page follows]*

**IN WITNESS WHEREOF**, Sellers have executed and delivered this Bill of Sale as of the \_\_\_ day of \_\_\_\_\_, 2019.

READING EAGLE COMPANY

By: \_\_\_\_\_  
Name: Peter D. Barbey  
Title: President & CEO

WEEU BROADCASTING COMPANY

By: \_\_\_\_\_  
Name: Peter D. Barbey  
Title: President & CEO

Acknowledged and agreed to  
as of the date first set forth above.

[MNG-RE ACQUISITION LLC]/[BUYER AFFILIATE]

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit D**

Form of Deed

Prepared by: Steven D. Buck, Esquire  
Stevens & Lee  
111 N. 6th St.  
Reading, Pennsylvania 19601  
610-478-2273

Return to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Parcel: Parcel Number:

## SPECIAL WARRANTY DEED

MADE the \_\_\_\_ day of \_\_\_\_\_, 2019,

**READING EAGLE COMPANY**, a Pennsylvania corporation, with a mailing address of 345 Penn Street, Reading, Pennsylvania 19601 (hereinafter referred to as “**Grantor**”), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by [\_\_\_\_\_, a \_\_\_\_\_] (hereinafter referred to as “**Grantee**”), whose mailing address is [\_\_\_\_\_], the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee, all of the real property described on Exhibit A attached hereto and made a part hereof for all purposes (hereinafter referred to as the “**Land**”) and all buildings and improvements located thereon, together with all and singular, Grantor’s right, title and interest, if any, in and to adjacent streets, roads, alleys, rights-of-way, strips and gores, easements, rights of ingress and egress, tenements, hereditaments and appurtenances on the Land or in anywise appertaining thereto (the foregoing, together with the Land, being hereinafter collectively referred to as the “**Property**”).

UNDER AND SUBJECT to conditions and restrictions of record.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself and its legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor.

IN WITNESS WHEREOF, the said Grantor, intending to be legally bound hereby, has hereunto caused this Deed to be executed the day and year first written above.

READING EAGLE COMPANY

By: \_\_\_\_\_ (SEAL)

Name:

Title:

COMMONWEALTH OF PENNSYLVANIA :  
:ss.  
COUNTY OF BERKS :

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged him/herself to be the \_\_\_\_\_ of Reading Eagle Company, a Pennsylvania corporation, and that he/she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by him/herself as such officer.

Sworn to and subscribed before me.

\_\_\_\_\_  
Notary Public

I HEREBY CERTIFY that the address of the Grantee is:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
For Grantee  
Name:

**Exhibit A**

**DESCRIPTION OF LAND**



**Exhibit E**

Form of Sale Approval Order

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:

Reading Eagle Company, *et al.*,

Debtors.

Chapter 11

Case No. 19-11728 REF

(Jointly Administered)

**ORDER (A) AUTHORIZING THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS' ASSETS FREE AND CLEAR OF LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS; (B) AUTHORIZING AND APPROVING THE DEBTORS' PERFORMANCE UNDER THE ASSET PURCHASE AGREEMENT; (C) APPROVING THE ASSUMPTION AND ASSIGNMENT OF CERTAIN OF THE DEBTORS' EXECUTORY CONTRACTS AND UNEXPIRED LEASES RELATED THERETO; AND (D) GRANTING RELATED RELIEF**

This matter is before the Court on the Debtors' Motion for Orders (A)(I) Authorizing and Approving Bidding Procedures; (II) Approving Notice Procedures; (III) Scheduling an Auction and Sale Approval Hearing; and (IV) Approving Procedures for Assumption and Assignment of Executory Contracts and Unexpired Leases and Determining Cure Amounts and (B)(I) Authorizing the Sale of Substantially all of the Debtors' Assets Free and Clear of All Claims, Liens, Rights, Interests and Encumbrances; (II) Approving the Successful Bidder APA; and (III) Authorizing the Debtors to Assume and Assign Certain Executory Contracts and Unexpired Lease [Docket No. 29] (the "Motion")<sup>1</sup>; and the Court having entered an order approving the Bidding Procedures and granting certain related relief on April 2, 2019 [Docket No. 115] (the "Sale Procedures Order"); and MNG-RE Acquisition LLC (including any permitted designee or permitted assignee under the APA) (the "Buyer") having been deemed the Successful Bidder (as defined in the Bidding Procedures) by the Debtors pursuant to the Sale Procedures Order; and the

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<sup>1</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the APA (as defined below).

Court having conducted a hearing on the Motion on May 22, 2019 (the “Sale Hearing”) at which time all interested parties were offered an opportunity to be heard with respect to the Motion; and the Court having reviewed and considered the Motion, declarations and other evidence submitted in support thereof, the Asset Purchase Agreement, dated as of May 22, 2019 by and among the Debtors and the Buyer (as amended, supplemented or otherwise modified, together with all exhibits and annexes thereto, the “APA”),<sup>2</sup> the Sale Procedures Order, and the record of the hearing before the Court on May 22, 2019; and having heard statements of counsel and the evidence presented in support of the relief requested in the Motion at the Sale Hearing; and due notice of the Motion, the Asset Purchase Agreement and the Sale Procedures Order having been provided; and having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their stakeholders and all other parties in interest; and the Court having jurisdiction over this matter; and the legal and factual bases set forth in the Motion and at the Sale Hearing establishing just cause for the relief granted herein; and after due deliberation thereon,

THE COURT HEREBY FINDS AND DETERMINES THAT:

**I. Jurisdiction, Final Order and Statutory Predicates**

A. The Court has jurisdiction to hear and determine the Motion pursuant to 28 U.S.C. §§ 157(b)(1) and 1334(a). This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (N) and (O). Venue is proper in this District and in the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

B. This order (the “Sale Order”) constitutes a final and appealable order within the meaning of 28 U.S.C. § 158(a). Notwithstanding Bankruptcy Rules 6004(h) and 6006(d), and to any extent necessary under Bankruptcy Rule 9014 and Rule 54(b) of the Federal Rules of Civil Procedure, as made applicable by Bankruptcy Rule 7054, the Court expressly finds that there is no

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<sup>2</sup> A copy of the APA is attached hereto as Exhibit 1.

just reason for delay in the implementation of this Sale Order, and expressly directs entry of judgment as set forth herein.

C. The statutory predicates for the relief requested in the Motion are sections 105(a), 363(b), (f), and (m), 365, 503, and 507 of the Bankruptcy Code and Bankruptcy Rules 2002(a)(2), 6004(a), (b), (c), (e), (f) and (h), 6006(a), (c) and (d), 9007 and 9014.

D. The findings of fact and conclusions of law set forth herein constitute the Court's findings of fact and conclusions of law pursuant to Bankruptcy Rule 7052, made applicable to this proceeding pursuant to Bankruptcy Rule 9014.

E. To the extent any of the following findings of fact constitute conclusions of law, they are hereby adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are hereby adopted as such. Any findings of fact or conclusions of law stated by the Court on the record at the Sale Hearing are hereby incorporated, to the extent they are not inconsistent herewith.

F. The Buyer has acted and will continue to act in good faith in accordance with section 363(m) of the Bankruptcy Code in closing the transaction contemplated by the APA (the "Sale") at any time on or after entry of this Sale Order.

## **II. Notice of the Sale and the Cure Amounts**

A. Actual written notice of the Sale Hearing, the Motion, and the assumption, assignment and sale of the executory contracts and unexpired leases to be assigned to the Buyer pursuant to APA (which are identified on Exhibit 2 hereto; such executory contracts and such unexpired leases (the "Assumed Contracts") provided a reasonable opportunity to object or be heard with respect to the Motion and the relief requested therein has been afforded to all known interested persons and entities, including, but not limited to the following parties (the "Notice Parties"): (a) the Office of the United States Trustee for the Eastern District of Pennsylvania; (b)

the Office of the United States Attorney for the Eastern District of Pennsylvania; (c) the Internal Revenue Service; (d) the Local District Director for the Internal Revenue Service; (e) all persons known by the Debtors to have expressed an interest to the Debtors in a transaction with respect to the Debtors' assets during the previous twelve months; (f) the United States Environmental Protection Agency; (g) the Office of the Attorney General for the Commonwealth of Pennsylvania; (h) the Commonwealth of Pennsylvania Department of Revenue; (i) the Commonwealth of Pennsylvania Department of Environmental Protection; (j) the Commonwealth of Pennsylvania Department of Labor and Industry; (k) the City Solicitor of the City of Reading, Pennsylvania; (l) all of the Debtors' known creditors or their counsel who assert a lien (including any security interest), claim, right, interest or encumbrance of record against all or any portion of the Debtors' assets; (m) the Pension Benefit Guaranty Corporation; and (n) all parties that have requested notice in these in the above-captioned jointly administered chapter 11 cases (together, the "Chapter 11 Cases") under Bankruptcy Rule 2002.

B. In accordance with the provisions of the Sale Procedures Order, the Debtors have served the Assumption and Assignment Notice (as defined in the Sale Procedures Order) upon all contract counterparties and served the Adequate Assurance Information (as defined in Sale Procedures Order) on the counterparties to Assumed Contracts notifying them: (i) that the Debtors seek to assume and assign the Assumed Contracts on the Closing Date; and (ii) of the relevant cure amounts. Pursuant to Bankruptcy Rule 6006(c), the Court finds that the service of such Assumption and Assignment Notice and Adequate Assurance Information was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of establishing a cure amount for the Assumed Contracts. The contract counterparties have had an opportunity to object to the cure amounts set forth in the Assumption and Assignment Notice.

C. The Debtors' Sale Notice (as defined in the Sale Procedures Order) provided all interested parties with timely and proper notice of the Sale and the Sale Hearing.

D. The Assumption and Assignment Notice provided the Buyer and the contract counterparties with proper notice of the potential assumption and assignment of the Assumed Contracts and any cure amount relating thereto, and the procedures set forth therein with regard to any such cure amount to satisfy the provisions of section 365 of the Bankruptcy Code and Bankruptcy Rule 6006.

E. As evidenced by the affidavits of service previously filed with the Court, proper, timely, adequate, and sufficient notice of the Motion and Sale Hearing, has been provided in accordance with sections 102(1), 363, 365, 503 and 507 of the Bankruptcy Code and Bankruptcy Rules 2002, 6004, 6006 and 9014. The Debtors also have complied with all obligations to provide notice of the Sale Hearing required by the Sale Procedures Order. The notices described in paragraphs A to E of this Section II were good, sufficient and appropriate under the circumstances, and no other or further notice of the Motion, Sale Hearing or assumption, assignment and sale of the Assumed Contracts is required.

F. The disclosures made by the Debtors concerning the Motion, APA and Sale Hearing were good, complete and adequate.

### **III. Good Faith of Buyer**

A. The Buyer is not an "insider" of the Debtors, as that term is defined in section 101(31) of the Bankruptcy Code.

B. The Buyer is purchasing the Purchased Assets in good faith and is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code, and is therefore entitled to the full protection of that provision, and otherwise has proceeded in good faith in all respects in connection with this proceeding in that, *inter alia*: (a) the Buyer recognized that the Debtors were

free to deal with any other party interested in acquiring the Purchased Assets following and pursuant to the terms of the Sale Procedures Order, the Bidding Procedures and the APA; (b) the Buyer complied with all provisions in the Sale Procedures Order; (c) the Buyer agreed to subject its bid to the competitive bidding procedures set forth in the Sale Procedures Order; (d) all payments to be made by the Buyer and other agreements or arrangements entered into by the Buyer in connection with the Sale have been disclosed; (e) the Buyer has not violated section 363(n) of the Bankruptcy Code by any action or inaction; (f) no common identity of directors or controlling stockholders exists between the Buyer and any of the Debtors; (g) the Buyer in no way caused the chapter 11 filing by the Debtors; and (h) the negotiation and execution of the APA and any other agreements or instruments related thereto were at arms' length, in good faith and without collusion or fraud.

#### **IV. Highest and Best Offer**

A. Prior to selecting the Buyer as the winning bidder, the Debtors solicited offers to acquire the Purchased Assets from a wide variety of parties. In addition to such solicitations, the Debtors also conducted the bid process in accordance with the provisions of the Sale Procedures Order and the Debtors have otherwise complied with the Sale Procedures Order in all material respects. The bid process conducted pursuant to the Sale Procedures Order afforded a full, fair and reasonable opportunity for any person or entity to make a higher or otherwise better offer to purchase the Purchased Assets. Such process was duly noticed and conducted in a non-collusive, fair and good faith manner and a reasonable opportunity has been given to any interested party to make a higher and better offer for the Purchased Assets.

B. The consideration provided by the Buyer under the APA, including the assumption of the Assumed Liabilities, constitutes the highest or best offer for the Purchased Assets, and will provide a greater recovery for the Debtors' estate than would be provided by any other available

alternative. The Debtors' determination that the APA constitutes the highest and best offer for the Purchased Assets constitutes a valid and sound exercise of the Debtors' business judgment consistent with their fiduciary duties.

C. The APA represents a fair and reasonable offer to purchase the Purchased Assets under the circumstances of these Chapter 11 Cases. No other person or entity or group of entities has offered to purchase the Purchased Assets for greater economic value to the Debtors' estate than the Buyer.

D. Approval of the Motion and the APA and the consummation of the transactions contemplated thereby is in the best interests of the Debtors, their creditors, their estates and other parties in interest.

E. The Debtors have demonstrated compelling circumstances and a good, sufficient, and sound business purpose and justification for the Sale prior to, and outside of, a plan of reorganization.

**V. No Fraudulent Transfer; No Successor Liability**

A. The APA was not entered into for the purpose of hindering, delaying or defrauding creditors under the Bankruptcy Code or under the laws of the United States, any state, territory, possession, or the District of Columbia (including, without limitation, the Uniform Fraudulent Conveyance Act and the Uniform Fraudulent Transfer Act). The consideration provided by the Buyer pursuant to the APA is fair and adequate and constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code and under the laws of the United States, any state, territory, possession, or the District of Columbia (including, without limitation, the Uniform Fraudulent Conveyance Act and the Uniform Fraudulent Transfer Act).

B. Upon the Closing, except as included in the Assumed Liabilities, the Buyer shall not, and shall not be deemed to: (i) be the successor of or successor employer (as described under



COBRA (as defined below) and applicable regulations thereunder) to the Debtors, including without limitation, with respect to any Collective Bargaining Agreements and any Employee Benefit Plans, and any common law successorship liability in relation to any pension plans, including with respect to withdrawal liability, (ii) be the successor of or successor employer to the Debtors, and shall instead be, and be deemed to be, a new employer with respect to any and all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws, (iii) have, de facto, or otherwise, merged or consolidated with or into Debtors, (iv) be a mere continuation or substantial continuation of Debtors or the enterprise(s) of Debtors, or (v) be liable for any acts or omissions of Debtors in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in the APA. Without limiting the generality of the foregoing, and except as otherwise provided in the APA, the parties intend that the Buyer shall not be liable for any Encumbrance or Liability (other than Assumed Liabilities and Permitted Encumbrances) against any Debtor, or any of its predecessors or Affiliates, and the Buyer shall have no successor or vicarious liability of any kind or character whatsoever, whether known or unknown as of the Closing Date, whether now existing or hereafter arising, whether asserted or unasserted, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any Liabilities of any Debtor arising prior to the Closing Date. The Buyer would not have agreed to acquire the Purchased Assets but for the foregoing protections against potential claims based upon “successor liability” theories.

C. By virtue of the consummation of the Sale, (i) Buyer is not a continuation of the Debtors or their respective estates, there is no continuity between the Buyer and the Debtors, there is no common identity between the Debtors and the Buyer, there is no continuity of enterprise between the Debtors and the Buyer, and the Buyer is not a mere continuation of the Debtors or

their estates, (ii) the Buyer is not holding itself out to the public as a continuation of the Debtors or their respective estates and (iii) the Sale does not amount to a consolidation, merger or de facto consolidation or merger of the Buyer and the Debtors and/or the Debtors' estates. Accordingly, the Buyer is not and shall not be deemed a successor to the Debtors, for any purpose or under any theory, as a result of the consummation of the Sale contemplated by the APA.

D. With respect to each of the Collective Bargaining Agreements that contains a successorship clause, the Debtors have reached an agreement with the applicable labor union waiving the successorship clause with respect to the sale of the Purchased Assets to the Buyer or the Court has entered an order under section 1113 of the Bankruptcy Code authorizing the applicable Debtor to reject the Collective Bargaining Agreement effective prior to or as of the Closing Date. The obligations of the Debtors referenced herein are hereafter referred to as the "Labor and Legacy Obligations".

E. Except with respect to the Graphic Communications Conference of the International Brotherhood of Teamsters Local 14-M and the Graphic Communications Conference of the International Brotherhood of Teamsters Local 4-C, the Court has entered an order authorizing the Debtors to reject the Labor and Legacy Obligations as required under the APA. Subject to and conditioned upon the execution of an agreement or agreements between Reading Eagle Company, the Graphic Communications Conference of the International Brotherhood of Teamsters Local 14-M ("Local 14-M") and the Graphic Communications Conference of the International Brotherhood of Teamsters Local 4-C ("Local 4-C") prior to Closing in form and substance acceptable to Reading Eagle Company, the Buyer, Local 14-M and Local 4-C which agreement or agreements provide for the waiver of the successorship clause and job security provisions contained in the Collective Bargaining Agreements effective and conditional upon

Closing, a waiver of the successorship clause contained in Collective Bargaining Agreements will have been given by such unions as required under the APA. The Buyer is purchasing the Purchased Assets free and clear of the Labor and Legacy Obligations and is not a successor with respect to the Labor and Legacy Obligations.

F. Notwithstanding the foregoing, no employee of the Debtors as of the Closing who becomes an employee of the Buyer immediately following the Closing may be considered to have experienced an employment loss for purposes of any statute or contract requiring prior notice and/or payment of severance benefits in the event of employment loss.

## **VI. Validity of Transfer**

A. The Debtors and the Buyer have full corporate power and authority to execute and deliver the APA and all other documents contemplated thereby, and no further consents or approvals are required for the Debtors or the Buyer to consummate the transactions contemplated by the APA, except as otherwise set forth in the APA.

B. The Purchased Assets constitute property of the Debtors' estates and title thereto is presently vested in the Debtors' estates within the meaning of section 541(a) of the Bankruptcy Code. The transfer of each of the Purchased Assets to the Buyer will be as of the Closing Date a legal, valid, and effective transfer of such assets, and vests or will vest the Buyer with all right, title, and interest of the Debtors to the Purchased Assets free and clear of all (a) liens, (b) claims, including, without limitation, all "claims" within the meaning of sections 101(5) and 102(2) of the Bankruptcy Code, (c) interests, (d) Encumbrances and (e) Liabilities, whether imposed by agreement, understanding, law, equity or otherwise and whether known or unknown, fixed or contingent or arising prior to or subsequent to the commencement of the Chapter 11 Cases (each of the foregoing described in clauses (a), (b), (c), (d) and (e) collectively or individually, the "Adverse Interests"), except for any Permitted Encumbrances and Assumed Liabilities.

**VII. Section 363(f) Is Satisfied**

A. The Buyer would not have entered into the APA and would not consummate the transactions contemplated thereby (by paying the cash payment and the other payments contemplated by the APA and assuming the Assumed Liabilities) if the sale of the Purchased Assets to the Buyer, and the assumption, assignment and sale of the Assumed Contracts to the Buyer, were not, except as otherwise provided in the APA with respect to the Assumed Liabilities and Permitted Encumbrances, free and clear of all Adverse Interests of any kind or nature whatsoever, or if the Buyer would, or in the future could be liable for any of such Adverse Interests, including, but not limited to, Adverse Interests in respect of the following: (i) any labor or employment agreements; (ii) any mortgages, deeds of trust and security interests; (iii) any intercompany loans and receivables between one or more of the Debtors; (iv) any pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)), health or welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (v) any other employee, worker’s compensation, occupational disease or unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Worker Adjustment and Retraining Act of 1988, (g) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (h) the Americans with Disabilities Act of 1990, (i) the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, including, without limitation, the requirements of Part 6 of Subtitle B of Title I of ERISA and Section 4980B

of the Code and of any similar state law (collectively, “COBRA”), (j) state discrimination laws, (k) state unemployment compensation laws or any other similar state laws, or (l) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors; (vi) any liabilities arising under any environmental laws with respect to any assets owned or operated by any of the Debtors or any corporate predecessor of any of the Debtors at any time prior to the Closing Date; (vii) any bulk sales or similar law; (viii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (ix) any Excluded Liabilities. There is no better available alternative for the Purchased Assets than the Sale to the Buyer. The Sale of the Purchased Assets contemplated by the APA is in the best interests of the Debtors, their estates and creditors, and all other parties in interest.

B. The Debtors may sell the Purchased Assets free and clear of all Adverse Interests against the Debtors, their estates or any of the Purchased Assets (except for any Assumed Liabilities and Permitted Encumbrances under the APA) because, in each case, one or more of the standards set forth in section 363(f)(1)-(5) of the Bankruptcy Code has been satisfied. Those holders of Adverse Interests against or in the Debtors, their estates or any of the Purchased Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented pursuant to section 363(f)(2) of the Bankruptcy Code. Those holders of such Adverse Interests who did object fall within one or more of the other subsections of section 363(f) and are adequately protected by having their Adverse Interests, if any, in each instance against the Debtors, their estates or any of the Purchased Assets, attach to the net cash proceeds of the Sale ultimately attributable to the Purchased Assets in which such creditor or interest holder alleges an interest, in the same order of priority, with the same validity, force and effect that such creditor or interest

holder had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

### **VIII. Assumption and Assignment of the Assumed Contracts**

A. The assumption and assignment of the Assumed Contracts pursuant to the terms of this Sale Order is integral to the APA and is in the best interests of the Debtors and their estates, creditors, interest holders and other parties in interest, and represents the reasonable exercise of sound and prudent business judgment by the Debtors.

B. The amounts set forth on Exhibit 2 annexed hereto as Cure Amounts are the amounts necessary under sections 365(b)(1)(A) and (B) and 365(f)(2)(A) of the Bankruptcy Code to cure all monetary defaults and pay all actual pecuniary losses under the applicable Assumed Contracts.

C. Pursuant to the terms of the APA, the Buyer and/or the Debtors will: (i) cure and/or provide adequate assurance of cure of any defaults existing prior to the Closing Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(A) of the Bankruptcy Code; and (ii) provide compensation or adequate assurance of compensation to any party for actual pecuniary loss to such party resulting from a default prior to the Closing Date under any of the Assumed Contracts, within the meaning of section 365(b)(1)(B) of the Bankruptcy Code. The Buyer has provided adequate assurance of its future performance under the relevant Assumed Contracts within the meaning of sections 365(b)(1)(C), 365(b)(3) (to the extent applicable) and 365(f)(2)(B) of the Bankruptcy Code.

D. No default exists in the Debtors' performance under the Assumed Contracts as of the Closing Date other than the failure to pay Cure Amounts or defaults that are not required to be cured as contemplated in section 365(b)(1)(A) of the Bankruptcy Code.

### **IX. Compelling Circumstances for an Immediate Sale**

A. To maximize the value of the Debtors' assets, it is essential that the Sale of the Purchased Assets occur within the time constraints set forth in the APA. The consummation of the Sale is necessary both to preserve and maximize the value of the Debtors' assets for the benefit of the Debtors, their estates, their creditors, interest holders and all other parties in interest in the Chapter 11 Cases, and to provide the means for the Debtors to maximize creditor recoveries.

B. The Sale does not constitute a sub rosa chapter 11 plan. The Sale neither impermissibly restructures the rights of the Debtors' creditors nor impermissibly dictates a liquidating plan of reorganization for any of the Debtors.

C. The consummation of the transaction is legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, sections 105(a), 363(b), 363(f), 363(m), 365(b) and 365(f), and all of the applicable requirements of such sections have been complied with in respect of the transaction.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

**General Provisions**

1. The relief requested in the Motion is granted and approved, and the Sale contemplated thereby and by the APA is approved as set forth in this Sale Order.

2. This Court's findings of fact and conclusions of law, set forth in the Sale Procedures Order, are incorporated herein by reference.

3. All objections to the Motion or the relief requested therein that have not been withdrawn, waived, or settled as announced to the Court at the Sale Hearing or by stipulation filed with the Court, and all reservations of rights included therein, are hereby overruled on the merits or the interests of such objections have been otherwise satisfied or adequately provided for.

**Approval of the APA**

4. The APA and all other ancillary documents, and all of the terms and conditions thereof, are hereby approved as set forth herein.

5. Pursuant to sections 105, 363(b) and 365 of the Bankruptcy Code, the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (i) consummate the Sale of each of the Purchased Assets to the Buyer pursuant to and in accordance with the terms and conditions of the APA, (ii) close the Sale as contemplated in the APA and this Sale Order, and (iii) execute and deliver, perform under, consummate, implement and close fully the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement the APA and the Sale, and any other ancillary documents, or as may be reasonably necessary or appropriate to the performance of the obligations as contemplated by the APA and such other ancillary documents.

6. This Sale Order shall be binding in all respects upon the Debtors, including the Debtors' estates, all holders of equity interests in any Debtor, all holders of any claim(s) (whether known or unknown) against any Debtor, any holders of Adverse Interests against or on all or any portion of the Purchased Assets, all contract counterparties, the Buyer and all successors and assigns of the Buyer, the Purchased Assets and any trustees, if any, subsequently appointed in any of the Debtors' Chapter 11 Cases or upon a conversion to chapter 7 under the Bankruptcy Code of any of the Debtors' Chapter 11 Cases. This Sale Order and the APA shall inure to the benefit of the Debtors, their estates, their creditors, the Buyer and their respective successors and assigns.

7. Any amounts payable by the Debtors under the APA or any of the documents delivered by the Debtors in connection with the APA, including without limitation, any allowed claims for breach thereof and the purchase price adjustment amount, if any, shall be paid in the manner provided in the APA without further order of the Bankruptcy Court, shall be an allowed



administrative claim in an amount equal to such payments in accordance with sections 503(b) and 507(a)(2) of the Bankruptcy Code with priority over any and all administrative expense claims except claims granted pursuant to the final order of this Court authorizing the Debtors to enter into the DIP Loans and the DIP Agreement and any allowed claims of professional persons employed pursuant to section 327 of the Bankruptcy Code, as to which the claims of the Buyer shall be subordinate.

### **Transfer of the Purchased Assets**

8. Pursuant to sections 105(a), 363(b), 363(f), 365(b) and 365(f) of the Bankruptcy Code, the Debtors are authorized to transfer the Purchased Assets on the Closing Date. Such Purchased Assets shall be transferred to the Buyer upon and as of the Closing Date and such transfer shall constitute a legal, valid, binding and effective transfer of such Purchased Assets and shall be free and clear of all Adverse Interests, except Assumed Liabilities and Permitted Encumbrances under the APA. Upon the Closing, the Buyer shall take title to and possession of the Purchased Assets subject only to the Assumed Liabilities and Permitted Encumbrances. Pursuant to section 363(f) of the Bankruptcy Code, the transfer of title to the Purchased Assets and the Assumed Contracts shall, except for Assumed Liabilities and Permitted Encumbrances, be free and clear of all Adverse Interests, including, without limitation, in respect of the following: (i) any labor or employment agreements; (ii) any mortgages, deeds of trust and security interests; (iii) any intercompany loans and receivables between one or more of the Debtors; (iv) any pension, multiemployer plan (as such term is defined in Section 3(37) or Section 4001(a)(3) of ERISA), health or welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan of any of the Debtors or any multiemployer plan to which the Debtors have at any time contributed to or had any liability or potential liability; (v) any other employee, worker's compensation, occupational disease or

unemployment or temporary disability related claim, including, without limitation, claims that might otherwise arise under or pursuant to (a) ERISA, (b) the Fair Labor Standards Act, (c) Title VII of the Civil Rights Act of 1964, (d) the Federal Rehabilitation Act of 1973, (e) the National Labor Relations Act, (f) the Age Discrimination and Employee Act of 1967 and Age Discrimination in Employment Act, as amended, (g) the Americans with Disabilities Act of 1990, (h) COBRA, (i) state discrimination laws, (j) state unemployment compensation laws or any other similar state laws, or (k) any other state or federal benefits or claims relating to any employment with the Debtors or any of their predecessors; (vi) liabilities arising under any environmental laws with respect to any assets owned or operated by any of the Debtors or any corporate predecessor of any of the Debtors at any time prior to the Closing Date; (vii) any bulk sales or similar law; (viii) any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; and (ix) any Excluded Liabilities. Adverse Interests shall attach solely to the net cash proceeds of the Sale with the same validity, priority, force and effect that they now have as against the Purchased Assets, subject to any claims and defenses the Debtors and their estates may possess with respect thereto. On the Closing Date, contemporaneously with the transfer of the Purchased Assets to the Buyer, the Debtors will cause the indefeasible payment in full of all obligations due and owing to the DIP Lender under the DIP Agreement from the proceeds of the Sale.

9. None of the Buyer or its affiliates, successors, assigns, equity holders, employees or professionals shall have or incur any liability to, or be subject to any action by any of the Debtors or any of their estates, predecessors, successors or assigns, arising out of the negotiation, investigation, preparation, execution, delivery of the APA and the entry into and consummation of the Sale of the Purchased Assets, except as expressly provided in the APA and this Order.

10. Except as expressly provided by the APA with respect to Assumed Liabilities and Permitted Encumbrances, all persons and entities holding Adverse Interests including, but not limited to, all debt security holders, equity security holders, governmental, tax and regulatory authorities, lenders, vendors, suppliers, employees, trade creditors, litigation claimants and other persons, in all or any portion of the Purchased Assets arising under or out of, in connection with, or in any way relating to the Debtors, the Purchased Assets, the operation of the Debtors' business prior to the Closing Date or the transfer of the Purchased Assets to the Buyer, hereby are forever barred, estopped and permanently enjoined from asserting against the Buyer or its successors or assigns, their property or the Purchased Assets, such persons' or entities' Adverse Interests in and to the Purchased Assets. On the Closing Date, each creditor (and, the Buyer, on behalf of each creditor) is authorized to execute such documents and take all other actions as may be deemed by the Buyer to be necessary or desirable to release liens or claims on the Purchased Assets, if any, as provided for herein, as such liens or claims may have been recorded or may otherwise exist.

11. All persons and entities that are in possession of some or all of the Purchased Assets on the Closing Date are directed to surrender possession of such Purchased Assets to the Buyer or its assignee as of the Closing Date.

12. A certified copy of this Sale Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any of applicable Adverse Interests and encumbrances of record.

13. If any person or entity which has filed statements or other documents or agreements evidencing Adverse Interests in, all or any portion of the Purchased Assets shall not have delivered to the Debtors prior to the Closing Date, in proper form for filing and executed by the appropriate parties, termination statements, instruments of satisfaction, releases of liens and easements, and

any other documents necessary or desirable to the Buyer for the purpose of documenting the release of all Adverse Interests (other than Assumed Liabilities or Permitted Encumbrances), which the person or entity has or may assert with respect to all or any portion of the Purchased Assets, the Buyer and the Debtors are hereby authorized to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Purchased Assets.

14. This Sale Order is and shall be binding upon and govern the acts of all persons and entities, including, without limitation, all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, governmental departments, secretaries of state, federal and local officials, and all other persons and entities who may be required by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record or release any documents or instruments, or who may be required to report or insure any title or state of title in or to any lease; and each of the foregoing persons and entities is hereby directed to accept for filing any and all of the documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA. Notwithstanding any other provision of this Sale Order, nothing in this Sale Order shall bestow any tax exemption under section 1146(a) of the Bankruptcy Code.

**Assumed and Rejected Contracts**

15. Upon the Closing of the Sale, the Debtors are authorized and directed to assume and assign the Assumed Contracts to the Buyer free and clear of all Adverse Interests, as described herein. The payment of the applicable Cure Amounts (if any) by the Buyer or Debtors, as applicable and as required by the APA shall (a) effect a cure of all defaults existing thereunder as of the Closing Date, (b) compensate for any actual pecuniary loss to such non-Debtor party resulting from such default, and (c) together with the assignment by the Debtors to and the

assumption of the Assumed Contracts by the Buyer, constitute adequate assurance of future performance thereof. The Debtors shall then have assumed the Assumed Contracts and shall have assigned the Assumed Contracts to the Buyer. Pursuant to section 365(f) of the Bankruptcy Code, the assignment by the Debtors of the Assumed Contracts shall not be a default thereunder. After the payment of the relevant Cure Amounts by the Buyer or the Debtors, as applicable and as required by the Asset Purchase Agreement, neither the Debtors nor the Buyer shall have any further liabilities to the contract counterparties other than the Buyer's obligations under the Assumed Contracts that accrue and become due and payable on or after the Closing Date.

16. Any provisions in any Assumed Contract that prohibits or conditions the assignment of such Assumed Contract or allows the party to such Assumed Contract to terminate, recapture, impose any penalty, condition on renewal or extension or modify any term or condition upon the assignment of such Assumed Contract, constitute unenforceable anti-assignment provisions that are void and of no force and effect. All other requirements and conditions under sections 363 and 365 of the Bankruptcy Code for the assumption by the Debtors and assignment to the Buyer of the Assumed Contracts have been satisfied. Upon the Closing, in accordance with sections 363 and 365 of the Bankruptcy Code, the Buyer shall be fully and irrevocably vested with all right, title and interest of the Debtors under the Assumed Contracts.

17. Any provision in any Assumed Contract that purports to declare a breach, default or payment right as result of an assignment or a change of control in respect of the Debtors as relates to the assumption of any Assumed Contract by the Debtors and assignment of such Assumed Contract to the Buyer is unenforceable, and all such Assumed Contracts shall remain in full force and effect, notwithstanding any such provision. No sections or provisions of any Assigned Contract that purports to provide for additional payments, rent accelerations, assignment

fees, increases, payments, charges or any other fees charged to the Buyer or the Debtors as a result of the assumption and the assignment of the Assumed Contracts to the Buyer shall have any force and effect with respect to the transactions contemplated by the Agreement and assignments authorized by this Order, and such provisions constitute unenforceable anti-assignment provisions under Section 363(f) of the Bankruptcy Code. The Buyer shall not be required, pursuant to section 365(l) of the Bankruptcy Code or otherwise, to provide any additional deposit or security with respect to any Assumed Contract to the extent not previously provided by the Debtors.

18. Upon the Closing and the payment of the Cure Amounts, if any, by the Buyer or the Debtors, as applicable, the Buyer shall be deemed to be substituted for the Debtors as a party to the applicable Assumed Contracts and the Debtors shall be relieved, pursuant to section 365(k) of the Bankruptcy Code, from any further liability under the Assumed Contracts.

19. Upon the payment of the Cure Amounts, if any, by the Buyer or the Debtors, as applicable, the Assumed Contracts will remain in full force and effect, and no default shall exist under the Assumed Contracts nor shall there exist any event or condition which, with the passage of time or giving of notice, or both, would constitute such a default.

20. There shall be no rent accelerations, assignment fees, increases (including advertising rates) or any other fees charged to the Buyer or the Debtors as a result of the assumption and assignment of the Assumed Contracts.

21. Pursuant to sections 105(a), 363 and 365 of the Bankruptcy Code, all contract counterparties are forever barred and permanently enjoined from raising or asserting against the Buyer any assignment fee, default, breach or claim or pecuniary loss, or condition to assignment, arising under or related to the Assumed Contracts existing as of the Closing Date or arising by reason of the Closing.

**Other Provisions**

22. Effective upon the Closing Date and except as otherwise provided by stipulations filed with or announced to the Court with respect to a specific matter or as set forth in the APA with respect to Permitted Encumbrances and Assumed Liabilities, all persons and entities are forever prohibited and permanently enjoined from commencing or continuing in any manner any action or other proceeding, whether in law or equity, in any judicial, administrative, arbitral or other proceeding against the Buyer, its successors and assigns, or the Purchased Assets, with respect to any (a) Adverse Interests arising under, out of, in connection with or in any way relating to the Debtors, the Buyer, the Purchased Assets, or the operation of the Purchased Assets prior to the Closing of the Sale, or (b) successor liability, including, without limitation, the following actions: (i) commencing or continuing in any manner any action or other proceeding against the Buyer, its successors or assigns, assets or properties; (ii) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree or order against the Buyer, its successors or assigns, assets or properties; (iii) creating, perfecting or enforcing any Adverse Interests against the Buyer, its successors or assigns, assets or properties; (iv) asserting any right of setoff not validly taken pre-petition, right of subrogation of any kind against any obligation due the Buyer or its successors or assigns; (v) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Sale Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (vi) revoking, terminating or failing or refusing to renew any license, permit or authorization to operate any of the Purchased Assets or conduct any of the businesses operated with the Purchased Assets to the extent provided in section 525 of the Bankruptcy Code.

23. Except for the Assumed Liabilities, Permitted Encumbrances or as otherwise expressly set forth in the APA, the Buyer shall not have any liability or other obligation of the

Debtors arising under or related to any of the Purchased Assets or the APA or the transactions related thereto. Without limiting the generality of the foregoing, and except for the Assumed Liabilities or Permitted Encumbrances provided in the APA, the Buyer shall not be liable for any claims or any other Adverse Interests against the Debtors or any of its predecessors or affiliates. The Buyer shall not and shall not be deemed to: (i) be the successor of or successor employer (as described under COBRA and applicable regulations thereunder) to the Debtors, including without limitation, with respect to any Collective Bargaining Agreements and any Benefit Plans, and any common law successorship liability in relation to any pension plans, including with respect to withdrawal liability; (ii) be the successor of or successor employer to the Debtors, and shall instead be, and be deemed to be, a new employer with respect to any and all federal or state unemployment laws, including any unemployment compensation or tax laws, or any other similar federal or state laws; (iii) have, de facto, or otherwise, merged or consolidated with or into the Debtors; (iv) be a mere continuation or substantial continuation of the Debtors or the enterprise(s) of the Debtors; or (v) be liable for any acts or omissions of the Debtors in the conduct of the Business or arising under or related to the Purchased Assets other than as set forth in the APA. Without limiting the generality of the foregoing, and except as otherwise provided in the APA, the parties intend and the Court hereby orders that the Buyer shall not be liable for any Encumbrance or Liability (other than Assumed Liabilities and Permitted Encumbrances) against any Debtor, or any of its predecessors or Affiliates, and the Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, whether now existing or hereafter arising, or whether fixed or contingent, with respect to the Business, the Purchased Assets or any Liabilities of any Debtor arising prior to the Closing Date, with respect to the Debtors or any obligations of the Debtors arising prior to the Closing Date, including, but not limited to, liabilities



on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of any of the Purchased Assets prior to the Closing.

24. The transactions contemplated by the APA are undertaken by the Buyer without collusion and in good faith, as that term is defined in section 363(m) of the Bankruptcy Code, and accordingly, the reversal or modification on appeal of the authorization provided herein to consummate the Sale shall not affect the validity of the Sale (including the assumption and assignment of the Assumed Contracts), unless such authorization and such Sale are duly stayed pending such appeal. The Buyer is a good faith buyer within the meaning of section 363(m) of the Bankruptcy Code and, as such, is entitled to the full protections of section 363(m) of the Bankruptcy Code.

25. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (i) these Chapter 11 Cases, (ii) any subsequent chapter 7 case into which any such Chapter 11 Case may be converted, or (iii) any related proceeding subsequent to entry of this Sale Order, shall conflict with or derogate from the provisions of the APA or the terms of this Sale Order.

26. As provided in the APA, this Sale Order approves and provides for the transfer to the Buyer of all Purchased Avoidance Actions (whether under chapter 5 of the Bankruptcy Code or otherwise) of the Debtors' estates.

27. Within three (3) business days of the entry of this Order, the Debtors will serve a copy of the signed Order upon:(a) the Office of the United States Trustee for the Eastern District of Pennsylvania; (b) the Office of the United States Attorney for the Eastern District of Pennsylvania; (c) the Internal Revenue Service; (d) the Local District Director for the Internal Revenue Service; (e) the United States Department of Labor; (f) the United States Environmental

Protection Agency; (g) all non-Debtor parties to the Assumed Contracts; (h) the Office of the Attorney General for the Commonwealth of Pennsylvania; (i) the Commonwealth of Pennsylvania Department of Revenue; (j) the Commonwealth of Pennsylvania Department of Environmental Protection; (k) the Commonwealth of Pennsylvania Department of Labor and Industry; (l) the City Solicitor of the City of Reading, Pennsylvania; (m) all of the Debtors' known creditors or their counsel who assert a lien (including any security interest), claim, right, interest or encumbrance of record against all or any portion of the Debtors' assets; (n) the Pension Benefit Guaranty Corporation; (o) the Debtors' current employees and the Debtors' former employees receiving retiree benefits (as defined in Section 1114 of the Bankruptcy Code) from the Debtors or payments under any non-qualified pension plans sponsored by the Debtors; and (p) all parties that have requested notice in these in the above-captioned jointly administered chapter 11 cases under Bankruptcy Rule 2002.

28. Within one (1) Business Day of the occurrence of the Closing of the Sale, the Debtors shall file and serve a notice of same, substantially in the form attached hereto as Exhibit 3 (the "Notice of Sale Closing and Effective Date of Amendment of Case Caption"). Upon the filing of the Notice of Sale Closing and Effective Date of Amendment of Case Caption, the Debtors' case caption shall be amended to be in the form as set forth on such notice.

29. No bulk sales law or any similar law of any state or other jurisdiction applies in any way to the Sale.

30. The failure specifically to include any particular provision of the APA in this Sale Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the APA be authorized and approved in its entirety.

31. The APA and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto and in accordance with the terms thereof, without further order of the Court.

32. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Sale Order and the APA, all amendments thereto and any waivers and consents thereunder and each of the agreements executed in connection therewith to which the Debtors are a party, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale.

33. Notwithstanding any other provision of this Order or any other order of this Court, no sale, transfer or assignment of any rights and interests of the Debtors in any federal license or authorization issued by the Federal Communications Commission (“FCC”) shall take place prior to the issuance of FCC regulatory approval for such sale, transfer or assignment pursuant to the Communications Act of 1934, as amended, and the rules and regulations promulgated thereunder. The FCC’s rights and powers to take any action pursuant to its regulatory authority, including, but not limited to, imposing any regulatory conditions on such sales, transfers and assignments and setting any regulatory fines or forfeitures, are fully preserved, and nothing herein shall proscribe or constrain the FCC’s exercise of such power or authority to the extent provided by law nor shall anything herein restrict the Debtors from contesting any such action to the extent provided by law other than on the basis that such action is prohibited by the terms of this Order.

34. Notwithstanding the possible applicability of Bankruptcy Rules 6004, 6006, 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable.

35. All time periods set forth in this Sale Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

36. To the extent that this Sale Order is inconsistent with any prior order or pleading with respect to the Motion in these Chapter 11 Cases, or is inconsistent with the APA or any related agreements, documents or other instruments, the terms of this Sale Order shall govern.

Dated: \_\_\_\_\_  
Reading, Pennsylvania

\_\_\_\_\_  
United States Bankruptcy Judge

**EXHIBIT 1**

**APA (See Attachment)**

**EXHIBIT 2**

**Cure Amounts (See Attachment)**

**EXHIBIT 3**

**Notice of Sale Closing and Effective Date of Amendment of Case Caption**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:

Reading Eagle Company, *et al.*,

Debtors.

Chapter 11

Case No. 19-11728 REF

(Jointly Administered)

**NOTICE OF SALE CLOSING AND EFFECTIVE DATE  
OF AMENDMENT OF CASE CAPTION**

**PLEASE TAKE NOTICE** that, on May \_\_, 2019, the United States Bankruptcy Court for the Eastern District of Pennsylvania (the “Bankruptcy Court”) entered the *Order (A) Authorizing the Sale of Substantially All of the Debtors’ Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests; (B) Authorizing and Approving the Debtors’ Performance Under the Asset Purchase Agreement; (C) Approving the Assumption and Assignment of Certain of the Debtors’ Executory Contracts and Unexpired Leases Related Thereto; and (D) Granting Related Relief* [Docket No.] (the “Sale Order”),<sup>1</sup> which approved the sale (the “Sale”) of substantially all of the assets of the above-captioned debtors and debtors-in-possession (the “Debtors”) to MNG-RE Acquisition LLC (together with its permitted designees, successors and permitted assigns in accordance with the Asset Purchase Agreement, the “Buyer”).

**PLEASE TAKE FURTHER NOTICE** that the Sale Order provided that, upon the Closing of the Sale of the Debtors’ assets to the Buyer and the filing of this notice with the Bankruptcy Court, the caption for the Debtors’ chapter 11 cases shall be amended as set forth below.

**PLEASE TAKE FURTHER NOTICE** that, on \_\_\_\_\_, the Closing occurred.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Sale Order, the case captions in each of the Debtors’ jointly administered chapter 11 cases are amended as follows:

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<sup>1</sup> Unless otherwise stated, all capitalized terms not defined herein shall have the meaning set forth in the Sale Order.



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

|                 |   |                        |
|-----------------|---|------------------------|
| _____           | ) |                        |
| In re           | ) | Chapter 11             |
|                 | ) |                        |
| _____, et. al., | ) | Case No. _____         |
|                 | ) |                        |
| Debtors.        | ) | (Jointly Administered) |
|                 | ) |                        |
| _____           | ) |                        |

*[Rest of Page Intentionally Left Blank]*

Dated: May \_\_, 2019  
Reading, Pennsylvania

**STEVENS & LEE, P.C.**

---

Robert Lapowsky  
Evan Coren  
620 Freedom Business Center, Suite 200  
King of Prussia, PA 19406  
Telephone: (215) 751-2866  
Facsimile: (610) 371-7958  
[rl@stevenslee.com](mailto:rl@stevenslee.com)  
ebc@stevenslee.com  
*Attorneys for the Debtors and Debtors in Possession*

**Exhibit F**

Example Statement of Net Working Capital

**Example Statement of Net Working Capital**

**31-Mar-19**

**Accounts Receivable**

|                             |                    |
|-----------------------------|--------------------|
| Circulation                 | 6,597              |
| Advertising                 | 1,146,668          |
| Total Accounts Receivable   | <u>\$1,153,265</u> |
| <b>Total Current Assets</b> | <b>\$1,153,265</b> |

**Current Liabilities**

|                                  |                    |
|----------------------------------|--------------------|
| Carrier Deposits                 | 190,369            |
| Advertising Liabilities          | 15,206             |
| Prepaid Subscriptions            | 2,842,864          |
| <b>Total Current Liabilities</b> | <b>\$3,048,439</b> |

|  |                      |
|--|----------------------|
| <b>Net Working Capital Amount (Current Assets minus<br/>Current Liabilities)</b> | <b>(\$1,895,174)</b> |
|--|----------------------|

### **Schedules to Asset Purchase Agreement**

These Schedules to Asset Purchase Agreement are provided, and should be read, in connection with the provisions of that certain Asset Purchase Agreement dated as of May 15, 2019 (the "Agreement") MNG-RE Acquisition LLC (the "Buyer"), solely with respect to Section 10.6, MediaNews Group, Inc. (the "Buyer Guarantor") and, Reading Eagle Company and WEEU Broadcasting Company (each, individually, a "Seller," and, collectively, the "Sellers"). These Schedules are arranged in sections and subsections corresponding to the numbered sections and subsections contained in the Agreement.

All capitalized terms used in these Schedules and not otherwise defined herein shall have the same respective meanings as those terms as defined in the Agreement.

**1.1.49 – FCC license, permits and other authorizations**

| <u>Call Sign</u>                              | <u>Type</u>                          | <u>Expiration Date</u> |
|---|--------------------------------------|------------------------|
| WEEU (AM), Reading PA<br>(Facility ID #70508) | AM Broadcast Radio Station           | 8/01/2022              |
| KB55617                                       | Broadcast Auxiliary Remote Pickup    | 8/01/2022              |
| KB55618                                       | Broadcast Auxiliary Remote Pickup    | 8/01/2022              |
| KPE993  | Broadcast Auxiliary Remote Pickup    | 8/01/2022              |
| KPE996  | Broadcast Auxiliary Remote Pickup    | 8/01/2022              |
| E181901                                       | Satellite Earth Station Registration | 8/27/2033              |

**1.1.68 – Permitted Encumbrances**

See exceptions on 6.4.1.

**2.1.1 – Publications**

**Reading Eagle**

Website: <https://www.readingeagle.com/>  
 Facebook: <https://www.facebook.com/readingeaglenewspaper/>  
 Twitter: <https://twitter.com/ReadingEagle/>  
 Instagram: <https://www.instagram.com/readingeagle/>  
 YouTube: <https://www.youtube.com/channel/>  
 Pinterest: <https://www.pinterest.com/readingeagle/>

**South Schuylkill News**

Website: <http://www.southschuylkillnews.com/>  
 Facebook: <https://www.facebook.com/southschuylkillnews/>

**Broadcasting**

**WEEU Radio**

Website: <http://weeu.com/>  
 Facebook: <https://www.facebook.com/830amWEEU/>  
 Twitter: <https://twitter.com/830amweeu/>

**Other**

**Pretzel City Productions, LLC**

Website: <http://www.pcp.com/>  
 Facebook: <https://www.facebook.com/PretzelCityProductions/>

Berks Country Fest Website: <http://berkscountryfest.com/>

| Domain Name                 | TLD      | Expiration Date | Status | Privacy | Locked |
|-----------------------------|----------|-----------------|--------|---------|--------|
| BERKS.CAREERS               | .careers | 10/13/2019      | Active | Public  | Locked |
| BERKSANDBEYOND.NEWS         | .news    | 7/27/2019       | Active | Public  | Locked |
| BERKSCAREERS.COM            | .com     | 10/13/2019      | Active | Public  | Locked |
| BERKSCENE.COM               | .com     | 11/21/2019      | Active | Public  | Locked |
| BERKSCOUNTRY.COM            | .com     | 7/18/2019       | Active | Public  | Locked |
| BERKSCOUNTRYCLASSIFIEDS.COM | .com     | 10/16/2019      | Active | Public  | Locked |
| BERKSCOUNTRYFEST.COM        | .com     | 1/20/2020       | Active | Public  | Locked |
| BERKSCOUNTY.JOBS            | .jobs    | 10/22/2019      | Active | Public  | Locked |
| BERKSCOUNTY.NEWS            | .news    | 7/27/2019       | Active | Public  | Locked |
| BERKSCOUNTYCAREERS.COM      | .com     | 10/13/2019      | Active | Public  | Locked |
| BERKSCOUNTYCLASSIFIEDS.COM  | .com     | 10/16/2019      | Active | Public  | Locked |
| BERKSCOUNTYTOWNSQUARE.COM   | .com     | 3/12/2021       | Active | Public  | Locked |
| BERKSDADS.COM               | .com     | 10/10/2019      | Active | Public  | Locked |
| BERKSFAMILIES.COM           | .com     | 10/10/2019      | Active | Public  | Locked |
| BERKSGAMEDAY.CO             | .co      | 7/19/2019       | Active | Public  | Locked |



|                              |          |            |        |        |        |
|------------------------------|----------|------------|--------|--------|--------|
| BERKSGAMEDAY.COM             | .com     | 10/3/2019  | Active | Public | Locked |
| BERKSGAMEDAY.MOBI            | .mobi    | 9/24/2019  | Active | Public | Locked |
| BERKSGAMEDAY.XXX             | .xxx     | 12/10/2019 | Active | Public | Locked |
| BERKSJOBS.NET                | .net     | 12/13/2019 | Active | Public | Locked |
| BERKSKIDS.COM                | .com     | 10/10/2019 | Active | Public | Locked |
| BERKSMOMS.COM                | .com     | 10/10/2019 | Active | Public | Locked |
| berksmusicfest.com           | .com     | 2/12/2020  | Active | Public | Locked |
| BERKSPARENTS.COM             | .com     | 10/10/2019 | Active | Public | Locked |
| BERKSPETS.COM                | .com     | 10/10/2019 | Active | Public | Locked |
| BERKSPETS.XXX                | .xxx     | 12/10/2019 | Active | Public | Locked |
| BERKSSCENE.COM               | .com     | 11/21/2019 | Active | Public | Locked |
| BERKSSHOPLOCAL.COM           | .com     | 4/22/2020  | Active | Public | Locked |
| BERKSYOUTHSPORTS.COM         | .com     | 10/10/2019 | Active | Public | Locked |
| BUSINESSINBERKS.COM          | .com     | 2/18/2020  | Active | Public | Locked |
| CIRC.CO                      | .co      | 9/16/2019  | Active | Public | Locked |
| EAGLE.CAREERS                | .careers | 10/13/2019 | Active | Public | Locked |
| EAGLEARCHIVE.COM             | .com     | 8/29/2019  | Active | Public | Locked |
| EAGLEBIDTOBUY.COM            | .com     | 8/15/2019  | Active | Public | Locked |
| EAGLEINFORMATIONNETWORK.BIZ  | .biz     | 11/6/2019  | Active | Public | Locked |
| EAGLEINFORMATIONNETWORK.COM  | .com     | 3/24/2021  | Active | Public | Locked |
| EAGLEINFORMATIONNETWORK.INFO | .info    | 9/12/2019  | Active | Public | Locked |
| eaglesharepointapps.com      | .com     | 9/25/2019  | Active | Public | Locked |
| EAGLEVOTERSCHOICE.COM        | .com     | 7/10/2019  | Active | Public | Locked |
| GETTINGMARRIEDINBERKS.COM    | .com     | 12/5/2019  | Active | Public | Locked |
| GOEAGLEJOBS.COM              | .com     | 10/13/2019 | Active | Public | Locked |
| GOREIS.COM                   | .com     | 9/2/2019   | Active | Public | Locked |
| HAWLEYQUIERMEMORIAL.COM      | .com     | 8/21/2019  | Active | Public | Locked |
| mountpennhillclimb.com       | .com     | 6/30/2027  | Active | Public | Locked |
| mountpennhillclimb.org       | .org     | 6/30/2027  | Active | Public | Locked |
| MYBERKS.COM                  | .com     | 4/8/2020   | Active | Public | Locked |
| NITTANYEXTRA.COM             | .com     | 8/9/2019   | Active | Public | Locked |
| NITTANYXTRA.COM              | .com     | 8/9/2019   | Active | Public | Locked |
| PAGAMEDAY.COM                | .com     | 10/10/2019 | Active | Public | Locked |
| pagodahillclimb.com          | .com     | 6/19/2027  | Active | Public | Locked |
| pagodahillclimb.org          | .org     | 6/20/2027  | Active | Public | Locked |
| PENNSSTATEEXTRA.COM          | .com     | 8/9/2019   | Active | Public | Locked |
| PENNSSTATEXTRA.COM           | .com     | 8/9/2019   | Active | Public | Locked |
| pennwheelmen.com             | .com     | 5/7/2026   | Active | Public | Locked |
| POTTSTOWN.NEWS               | .news    | 7/27/2019  | Active | Public | Locked |
| POVERTY-TO-PROSPERITY.COM    | .com     | 8/7/2019   | Active | Public | Locked |
| PRETZELCITYBEAT.COM          | .com     | 1/20/2020  | Active | Public | Locked |

|                               |         |            |        |        |        |
|-------------------------------|---------|------------|--------|--------|--------|
| PRETZELCITYEVENTS.COM         | .com    | 1/15/2020  | Active | Public | Locked |
| PRETZELCITYPRODUCTIONS.COM    | .com    | 1/15/2020  | Active | Public | Locked |
| reading-revealed.com          | .com    | 7/14/2019  | Active | Public | Locked |
| READINGAGUILA.COM             | .com    | 8/19/2019  | Active | Public | Locked |
| READINGEAGLE.BIZ              | .biz    | 11/6/2019  | Active | Public | Locked |
| READINGEAGLE.CO               | .co     | 7/19/2019  | Active | Public | Locked |
| READINGEAGLE.COM              | .com    | 2/2/2020   | Active | Public | Locked |
| READINGEAGLE.INFO             | .info   | 9/13/2019  | Active | Public | Locked |
| READINGEAGLE.JOBS             | .jobs   | 10/22/2019 | Active | Public | Locked |
| READINGEAGLE.MOBI             | .mobi   | 9/24/2019  | Active | Public | Locked |
| READINGEAGLE.NEWS             | .news   | 7/16/2019  | Active | Public | Locked |
| readingeagle.online           | .online | 1/30/2020  | Active | Public | Locked |
| READINGEAGLE.ORG              | .org    | 12/1/2019  | Active | Public | Locked |
| READINGEAGLE.PRESS            | .press  | 3/25/2020  | Active | Public | Locked |
| readingeagle.today            | .today  | 11/5/2019  | Active | Public | Locked |
| READINGEAGLE.TV               | .tv     | 12/6/2019  | Active | Public | Locked |
| READINGEAGLE.US               | .us     | 11/30/2019 | Active | Public | Locked |
| READINGEAGLE.XXX              | .xxx    | 12/10/2019 | Active | Public | Locked |
| READINGEAGLEARCHIVES.COM      | .com    | 8/29/2019  | Active | Public | Locked |
| READINGEAGLECOMPANY.BIZ       | .biz    | 11/6/2019  | Active | Public | Locked |
| READINGEAGLECOMPANY.CO        | .co     | 7/21/2019  | Active | Public | Locked |
| READINGEAGLECOMPANY.COM       | .com    | 4/7/2020   | Active | Public | Locked |
| READINGEAGLECOMPANY.INFO      | .info   | 9/13/2019  | Active | Public | Locked |
| READINGEAGLECOMPANY.NET       | .net    | 4/6/2020   | Active | Public | Locked |
| READINGEAGLECONTEST.COM       | .com    | 7/15/2019  | Active | Public | Locked |
| READINGEAGLEHISTORY.COM       | .com    | 8/29/2019  | Active | Public | Locked |
| READINGEAGLEJOBS.COM          | .com    | 8/29/2019  | Active | Public | Locked |
| READINGEAGLELIST.COM          | .com    | 12/13/2019 | Active | Public | Locked |
| READINGEAGLEONLINE.COM        | .com    | 1/30/2020  | Active | Public | Locked |
| READINGEAGLEPRESS.BIZ         | .biz    | 11/6/2019  | Active | Public | Locked |
| READINGEAGLEPRESS.CO          | .co     | 7/21/2019  | Active | Public | Locked |
| READINGEAGLEPRESS.COM         | .com    | 4/7/2020   | Active | Public | Locked |
| READINGEAGLEPRESS.INFO        | .info   | 9/12/2019  | Active | Public | Locked |
| READINGEAGLEREADERSCHOICE.COM | .com    | 7/11/2019  | Active | Public | Locked |
| READINGEAGLESURVEY.COM        | .com    | 9/22/2019  | Active | Public | Locked |
| READINGEAGLETIMES.COM         | .com    | 4/7/2020   | Active | Public | Locked |
| READINGPAJOBS.COM             | .com    | 12/13/2019 | Active | Public | Locked |
| READINGPAJOBS.NET             | .net    | 12/13/2019 | Active | Public | Locked |
| readinggradsport.com          | .com    | 6/19/2027  | Active | Public | Locked |
| readinggradsport.org          | .org    | 6/20/2027  | Active | Public | Locked |
| READINGTIMESEAGLE.COM         | .com    | 4/7/2020   | Active | Public | Locked |

|                         |       |            |        |        |        |
|-------------------------|-------|------------|--------|--------|--------|
| REP-PRINTING.COM        | .com  | 4/3/2020   | Active | Public | Locked |
| REPPRINTING.COM         | .com  | 3/25/2020  | Active | Public | Locked |
| SCHUYLKILL.NEWS         | .news | 7/27/2019  | Active | Public | Locked |
| soundroom.live          | .live | 10/21/2019 | Active | Public | Locked |
| SOUTHSCHUYLKILLNEWS.COM | .com  | 3/7/2020   | Active | Public | Locked |
| thesoundroom.live       | .live | 10/21/2019 | Active | Public | Locked |
| TRICOUNTY.NEWS          | .news | 7/27/2019  | Active | Public | Locked |
| WEEU.CO                 | .co   | 7/19/2019  | Active | Public | Locked |
| WEEU.COM                | .com  | 4/5/2020   | Active | Public | Locked |
| weuradio.com            | .com  | 11/9/2021  | Active | Public | Locked |
| weuradio.net            | .net  | 11/9/2021  | Active | Public | Locked |
| westreadingcrit.com     | .com  | 6/19/2027  | Active | Public | Locked |
| westreadingcrit.org     | .org  | 6/20/2027  | Active | Public | Locked |
| WORKINBERKS.COM         | .com  | 10/16/2019 | Active | Public | Locked |

### **2.1.8 – Personal Property**

See attached.

| System No | Asset ID | Description  | SCHEDULE 2.1.8   |                         |          |                | Disposed     |          | Prior Accum | Curr YTD Expense | Accum Trans-In | Accum Disp Trans-Out | Total Accum Depr |
|-----------|----------|--|------------------|-------------------------|----------|----------------|--------------|----------|-------------|------------------|----------------|----------------------|------------------|
|           |          |  | Acquisition Date | Type                    | Location | Beginning Cost | Acquisitions | Trans-In |             |                  |                |                      |                  |
| 000047    | 731-0    | Wall Graphics - SignPros PA Inc                    | 01/01/2016       | Aut                     | CIRC     | 16,440.68      | 0.00         | 0.00     | 0.00        | 946.29           | 822.03         | 0.00                 | 8,768.32         |
| 000059    | 743-0    | 2016 Honda Fit                                     | 01/01/2016       | Aut                     | CIRC     | 19,378.88      | 0.00         | 0.00     | 0.00        | 7,964.19         | 918.94         | 0.00                 | 8,883.13         |
| 000061    | 745-0    | 2016 Honda HRV - Piazza Honda of Reading           | 01/01/2016       | Aut                     | CIRC     | 22,293.70      | 0.00         | 0.00     | 0.00        | 9,289.04         | 1,114.68       | 0.00                 | 10,403.72        |
| 000117    | 019-0    | Circulation vehicles                               | 01/01/2000       | Aut                     | CIRC     | 316,067.50     | 0.00         | 0.00     | 0.00        | 316,067.50       | 0.00           | 0.00                 | 316,067.50       |
| 000203    | 286-0    | 2011 Vehicle                                       | 01/01/2012       | Aut                     | CIRC     | 24,313.09      | 0.00         | 0.00     | 0.00        | 24,313.09        | 0.00           | 0.00                 | 24,313.09        |
| 000206    | 277-0    | 2011 Vehicle                                       | 08/03/2011       | Aut                     | EDIT     | 17,295.61      | 0.00         | 0.00     | 0.00        | 15,854.30        | 0.00           | 0.00                 | 15,854.30        |
| 000211    | 298-0    | 2012 Nissan Versa                                  | 03/07/2012       | Aut                     | CIRC     | 17,166.05      | 0.00         | 0.00     | 0.00        | 17,166.05        | 0.00           | 0.00                 | 17,166.05        |
| 000275    | 374-0    | 2011 Ford Truck                                    | 12/01/2012       | Aut                     | CIRC     | 19,012.50      | 0.00         | 0.00     | 0.00        | 19,012.50        | 0.00           | 0.00                 | 19,012.50        |
| 000331    | 430-0    | 2013 FORD FOCUS                                    | 08/13/2013       | Aut                     | CIRC     | 17,133.20      | 0.00         | 0.00     | 0.00        | 17,133.20        | 0.00           | 0.00                 | 17,133.20        |
| 000415    | 525-0    | 2014 Ford Escape                                   | 06/30/2014       | Aut                     | EDIT     | 27,382.26      | 0.00         | 0.00     | 0.00        | 25,100.38        | 1,369.11       | 0.00                 | 26,469.49        |
| 000423    | 517-0    | 2014 Ford Escape                                   | 07/25/2014       | Aut                     | EDIT     | 26,322.26      | 0.00         | 0.00     | 0.00        | 23,689.95        | 1,316.11       | 0.00                 | 25,006.06        |
| 000455    | 609-0    | 2014 Ford Focus                                    | 10/31/2014       | Aut                     | CIRC     | 16,936.21      | 0.00         | 0.00     | 0.00        | 15,242.58        | 846.81         | 0.00                 | 16,089.31        |
| 000456    | 630-0    | 2015 Honda Fit                                     | 10/31/2014       | Aut                     | CIRC     | 17,755.78      | 0.00         | 0.00     | 0.00        | 15,980.22        | 887.79         | 0.00                 | 16,868.01        |
| 000464    | 566-0    | 2015 Honda Fit                                     | 11/26/2014       | Aut                     | CIRC     | 17,700.78      | 0.00         | 0.00     | 0.00        | 15,930.66        | 885.03         | 0.00                 | 16,815.69        |
| 000509    | 611-0    | 2013 KIA repair                                    | 04/22/2015       | Aut                     | CIRC     | 3,302.92       | 0.00         | 0.00     | 0.00        | 2,477.19         | 165.14         | 0.00                 | 2,642.33         |
| 000528    | 558-0    | 2015 Honda Fit                                     | 05/28/2015       | Aut                     | CIRC     | 17,756.78      | 0.00         | 0.00     | 0.00        | 13,021.68        | 887.84         | 0.00                 | 13,909.52        |
| 000758    | 279-0    | 2010 Nissan Versa                                  | 01/01/2012       | Aut                     | CIRC     | 11,233.00      | 0.00         | 0.00     | 0.00        | 11,233.00        | 0.00           | 0.00                 | 11,233.00        |
| 000760    | 281-0    | 2008 Jeep Patriot Sport                            | 01/01/2012       | Aut                     | CIRC     | 4,920.00       | 0.00         | 0.00     | 0.00        | 4,920.00         | 0.00           | 0.00                 | 4,920.00         |
| 000761    | 285-0    | MGS Trailer  | 01/01/2012       | Aut                     | CIRC     | 345.86         | 0.00         | 0.00     | 0.00        | 345.86           | 0.00           | 0.00                 | 345.86           |
| 000762    | 285-1    | WEU Vehicles                                       | 01/01/1999       | Aut                     | WEUU     | 19,424.01      | 0.00         | 0.00     | 0.00        | 19,424.01        | 0.00           | 0.00                 | 19,424.01        |
| 000793    | 816-0    | 2017 Honda HRV                                     | 02/01/2017       | Aut                     | CIRC     | 22,823.90      | 0.00         | 0.00     | 0.00        | 8,749.16         | 1,141.19       | 0.00                 | 9,890.35         |
| 000794    | 817-0    | engine work on 2011 Ford Transit                   | 02/22/2017       | Aut                     | CIRC     | 6,690.25       | 0.00         | 0.00     | 0.00        | 2,453.09         | 334.51         | 0.00                 | 2,787.60         |
| 000825    | 848-0    | 2017 Honda HR-V                                    | 06/14/2017       | Aut                     | CIRC     | 22,035.40      | 0.00         | 0.00     | 0.00        | 6,977.88         | 1,101.77       | 0.00                 | 8,079.65         |
| 000826    | 849-0    | 2017 Honda HR-V                                    | 06/14/2017       | Aut                     | CIRC     | 22,035.40      | 0.00         | 0.00     | 0.00        | 6,977.88         | 1,101.77       | 0.00                 | 8,079.65         |
| 000832    | 855-0    | 2017 Honda HRV - Editorial                         | 07/14/2017       | Aut                     | EDIT     | 20,917.40      | 0.00         | 0.00     | 0.00        | 6,275.22         | 1,045.87       | 0.00                 | 7,321.09         |
| 000846    | 869-0    | 2018 Honda HR-V                                    | 12/20/2017       | Aut                     | EDIT     | 23,280.90      | 0.00         | 0.00     | 0.00        | 4,656.18         | 1,164.04       | 0.00                 | 5,820.22         |
| 000891    | 914-0    | 2015 Honda CR-V                                    | 11/09/2018       | Aut                     | CIRC     | 20,400.70      | 0.00         | 0.00     | 0.00        | 680.02           | 1,020.03       | 0.00                 | 1,700.05         |
| 000785    | 233-0    | FCC Broadcast License                              |                  | Broadcast License       | WEUU     | 190,106.04     | 0.00         | 0.00     | 0.00        | 190,106.04       | 0.00           | 0.00                 | 0.00             |
| 000003    | 687-0    | Sage Project - MSI Technology Software             | 01/01/2016       | Computer Equip/Software | ACCTNG   | 456.25         | 0.00         | 0.00     | 0.00        | 456.25           | 443.57         | 0.00                 | 443.57           |
| 000004    | 688-0    | Sage Project - MSI Technology Modules              | 01/01/2016       | Computer Equip/Software | ACCTNG   | 43,697.18      | 0.00         | 0.00     | 0.00        | 43,697.18        | 42,483.38      | 0.00                 | 42,483.38        |
| 000005    | 689-0    | Shawn's Laptop - Dell Marketing LLP                | 01/05/2016       | Computer Equip/Software | ADMIN    | 1,740.99       | 0.00         | 0.00     | 0.00        | 1,740.99         | 87.05          | 0.00                 | 1,102.64         |
| 000006    | 690-0    | F9 License - MSI Technologies                      | 01/06/2016       | Computer Equip/Software | ACCTNG   | 4,505.00       | 0.00         | 0.00     | 0.00        | 4,505.00         | 4,379.88       | 0.00                 | 4,379.88         |
| 000008    | 692-0    | Desktop Maintenance Renewal - tableau              | 01/31/2016       | Computer Equip/Software | TECH     | 898.88         | 0.00         | 0.00     | 0.00        | 898.88           | 524.36         | 44.94                | 0.00             |
| 000009    | 693-0    | Circ data quality upgrade - Freelance Technologies | 01/31/2016       | Computer Equip/Software | CIRC     | 1,060.00       | 0.00         | 0.00     | 0.00        | 1,060.00         | 618.33         | 53.00                | 0.00             |
| 000010    | 694-0    | LED Monitor - SHI                                  | 02/01/2016       | Computer Equip/Software | WEB      | 2,865.11       | 0.00         | 0.00     | 0.00        | 2,865.11         | 1,623.56       | 143.25               | 0.00             |
| 000011    | 695-0    | Hardware for Storage Area Network - Core BTS Inc   | 02/04/2016       | Computer Equip/Software | TECH     | 8,469.72       | 0.00         | 0.00     | 0.00        | 8,469.72         | 4,799.50       | 423.48               | 0.00             |
| 000012    | 696-0    | Laptop Case - PMC                                  | 02/05/2016       | Computer Equip/Software | MARKET   | 703.95         | 0.00         | 0.00     | 0.00        | 703.95           | 398.91         | 35.19                | 0.00             |
| 000015    | 699-0    | Steve Flank iPad                                   | 02/18/2016       | Computer Equip/Software | ADVERT   | 786.50         | 0.00         | 0.00     | 0.00        | 786.50           | 445.68         | 39.32                | 0.00             |
| 000017    | 701-0    | Hardware for Storage Area Network - Core BTS Inc   | 02/22/2016       | Computer Equip/Software | TECH     | 2,379.38       | 0.00         | 0.00     | 0.00        | 2,379.38         | 1,348.32       | 118.97               | 0.00             |
| 000018    | 702-0    | Windows 7 PC's & Monitors - Price Right Computers  | 02/29/2016       | Computer Equip/Software | ACCTNG   | 5,660.40       | 0.00         | 0.00     | 0.00        | 5,660.40         | 5,349.93       | 314.47               | 0.00             |
| 000021    | 705-0    | Laptop for Ron Kozak - Dell                        | 03/17/2016       | Computer Equip/Software | TECH     | 1,350.95       | 0.00         | 0.00     | 0.00        | 1,350.95         | 743.02         | 67.54                | 0.00             |
| 000024    | 708-0    | Laptop Steve Flank - SHI                           | 03/23/2016       | Computer Equip/Software | ADVERT   | 763.85         | 0.00         | 0.00     | 0.00        | 763.85           | 420.12         | 38.19                | 0.00             |
| 000025    | 709-0    | Software For Kozak - Rakuten.com                   | 03/30/2016       | Computer Equip/Software | TECH     | 717.15         | 0.00         | 0.00     | 0.00        | 717.15           | 394.43         | 35.85                | 0.00             |
| 000026    | 710-0    | Xitron, Navip computer - G.E. Richards             | 03/31/2016       | Computer Equip/Software | SHEET    | 5,368.90       | 0.00         | 0.00     | 0.00        | 5,368.90         | 2,952.90       | 268.44               | 0.00             |
| 000027    | 711-0    | Outlook 2016 - SHI                                 | 04/04/2016       | Computer Equip/Software | EDIT     | 3,754.52       | 0.00         | 0.00     | 0.00        | 3,754.52         | 2,002.41       | 187.72               | 0.00             |
| 000028    | 712-0    | PC's and Monitors - Ideal Technology               | 04/11/2016       | Computer Equip/Software | TECH     | 4,701.10       | 0.00         | 0.00     | 0.00        | 2,507.26         | 235.05         | 0.00                 | 2,742.31         |
| 000029    | 713-0    | New San - DLL Financial Solutions                  | 05/01/2016       | Computer Equip/Software | TECH     | 53,890.41      | 0.00         | 0.00     | 0.00        | 53,890.41        | 27,843.38      | 2,694.52             | 0.00             |
| 000030    | 714-0    | Network Hardware - Core BTS Inc                    | 05/05/2016       | Computer Equip/Software | TECH     | 6,185.61       | 0.00         | 0.00     | 0.00        | 6,185.61         | 3,195.90       | 309.28               | 0.00             |
| 000031    | 715-0    | Qlogic Hardware - Amazon                           | 05/09/2016       | Computer Equip/Software | TECH     | 580.88         | 0.00         | 0.00     | 0.00        | 580.88           | 300.13         | 29.04                | 0.00             |
| 000033    | 717-0    | Memory Upgrade of IT Servers - Newegg              | 05/12/2016       | Computer Equip/Software | TECH     | 1,325.96       | 0.00         | 0.00     | 0.00        | 1,325.96         | 685.08         | 66.29                | 0.00             |
| 000034    | 718-0    | Memory Upgrade of IT Servers - Newegg - Refund     | 05/12/2016       | Computer Equip/Software | TECH     | (1,127.06)     | 0.00         | 0.00     | 0.00        | (1,127.06)       | (582.32)       | (66.35)              | 0.00             |
| 000035    | 719-0    | Disk Shelf - H. A. Storage Systems                 | 05/13/2016       | Computer Equip/Software | TECH     | 8,689.91       | 0.00         | 0.00     | 0.00        | 8,689.91         | 4,489.79       | 434.49               | 0.00             |
| 000036    | 720-0    | Laptops for Interns - SHI                          | 05/19/2016       | Computer Equip/Software | EDIT     | 1,548.93       | 0.00         | 0.00     | 0.00        | 1,548.93         | 800.29         | 77.44                | 0.00             |
| 000039    | 723-0    | Ram for Dell Servers and Workstations - Amazon     | 06/06/2016       | Computer Equip/Software | TECH     | 2,542.51       | 0.00         | 0.00     | 0.00        | 2,542.51         | 1,271.26       | 127.12               | 0.00             |
| 000040    | 724-0    | Monitors - Ideal Technology                        | 06/09/2016       | Computer Equip/Software | TECH     | 667.80         | 0.00         | 0.00     | 0.00        | 667.80           | 333.90         | 33.39                | 0.00             |
| 000041    | 725-0    | Monitors & Cables - Ideal Technology               | 06/20/2016       | Computer Equip/Software | TECH     | 5,014.86       | 0.00         | 0.00     | 0.00        | 5,014.86         | 2,507.43       | 250.74               | 0.00             |
| 000043    | 727-0    | Rich Auman Laptop                                  | 06/27/2016       | Computer Equip/Software | CIRC     | 763.85         | 0.00         | 0.00     | 0.00        | 763.85           | 381.93         | 38.19                | 0.00             |
| 000053    | 737-0    | HP HomeStore                                       | 09/07/2016       | Computer Equip/Software | TECH     | 1,746.15       | 0.00         | 0.00     | 0.00        | 1,746.15         | 785.77         | 87.30                | 0.00             |
| 000057    | 741-0    | Hardware and PC's - Ideal Technologies, LLC        | 10/03/2016       | Computer Equip/Software | TECH     | 2,010.29       | 0.00         | 0.00     | 0.00        | 2,010.29         | 871.14         | 100.51               | 0.00             |
| 000060    | 744-0    | Hardware and KL Laptop - HP Home Store             | 11/01/2016       | Computer Equip/Software | TECH     | 3,061.08       | 0.00         | 0.00     | 0.00        | 3,061.08         | 1,275.46       | 153.05               | 0.00             |
| 000074    | 758-0    | Digital Rack - L Fernandez                         | 11/15/2016       | Computer Equip/Software | CIRC     | 20.29          | 0.00         | 0.00     | 0.00        | 20.29            | 8.46           | 1.01                 | 0.00             |
| 000075    | 759-0    | Digital Rack - Nixplay                             | 11/15/2016       | Computer Equip/Software | CIRC     | 21.09          | 0.00         | 0.00     | 0.00        | 21.09            | 8.79           | 1.05                 | 0.00             |
| 000076    | 780-0    | Digital Rack - Sandisk Ebay                        | 11/15/2016       | Computer Equip/Software | CIRC     | 42.39          | 0.00         | 0.00     | 0.00        | 42.39            | 17.67          | 2.12                 | 0.00             |
| 000077    | 781-0    | Digital Rack - B Lobb                              | 11/15/2016       | Computer Equip/Software | CIRC     | 53.87          | 0.00         | 0.00     | 0.00        | 53.87            | 22.44          | 2.69                 | 0.00             |
| 000078    | 782-0    | Digital Rack - B Lobb                              | 11/15/2016       | Computer Equip/Software | CIRC     | 53.87          | 0.00         | 0.00     | 0.00        | 53.87            | 22.44          | 2.69                 | 0.00             |
| 000079    | 783-0    | Digital Rack - Luis Fernandez - Lowes              | 11/15/2016       | Computer Equip/Software | CIRC     | 93.85          | 0.00         | 0.00     | 0.00        | 93.85            | 39.11          | 4.69                 | 0.00             |
| 000080    | 784-0    | Digital Rack - Amazon Nixplay                      | 11/15/2016       | Computer Equip/Software | CIRC     | 1,324.95       | 0.00         | 0.00     | 0.00        | 1,324.95         | 552.07         | 66.24                | 0.00             |
| 000081    | 785-0    | Digital Rack - Amazon                              | 11/15/2016       | Computer Equip/Software | CIRC     | 1,459.95       | 0.00         | 0.00     | 0.00        | 1,459.95         | 608.32         | 72.99                | 0.00             |
| 000082    | 786-0    | Digital Rack - Amazon                              | 11/15/2016       | Computer Equip/Software | CIRC     | 2,249.91       | 0.00         | 0.00     | 0.00        | 2,249.91         | 937.46         | 112.49               | 0.00             |
| 000083    | 787-0    | Digital Rack - Nixplay - Amazon                    | 11/15/2016       | Computer Equip/Software | CIRC     | 3,179.90       | 0.00         | 0.00     | 0.00        | 3,179.90         | 1,324.96       | 158.99               | 0.00             |
| 000084    | 788-0    | Digital Rack - Kasper Wire                         | 11/15/2016       | Computer Equip/Software | CIRC     | 5,028.66       | 0.00         | 0.00     | 0.00        | 5,028.66         | 2,095.27       | 251.43               | 0.00             |
| 000085    | 789-0    | Digital Rack - Enclosure Geigle                    | 11/15/2016       | Computer Equip/Software | CIRC     | 5,700.00       | 0.00         | 0.00     | 0.00        | 5,700.00         | 2,375.00       | 285.00               | 0.00             |
| 000086    | 790-0    | Digital Rack - Digital Rack 2014                   | 11/15/2016       | Computer Equip/Software | CIRC     |                |              |          |             |                  |                |                      |                  |

|        |       |                                |            |                         |        |           |      |      |      |           |           |        |      |      |           |
|--------|-------|--------------------------------|------------|-------------------------|--------|-----------|------|------|------|-----------|-----------|--------|------|------|-----------|
| 000222 | 319-0 | Time & attendance management   | 04/26/2012 | Computer Equip/Software | ACCTNG | 550.00    | 0.00 | 0.00 | 0.00 | 550.00    | 550.00    | 0.00   | 0.00 | 0.00 | 550.00    |
| 000227 | 669-0 | Laptop                         | 05/01/2012 | Computer Equip/Software | EDIT   | 889.86    | 0.00 | 0.00 | 0.00 | 889.86    | 889.84    | 0.00   | 0.00 | 0.00 | 889.84    |
| 000228 | 322-0 | Copier-Keith Fritz             | 01/30/2012 | Computer Equip/Software | SHEET  | 1,113.00  | 0.00 | 0.00 | 0.00 | 1,113.00  | 1,113.00  | 0.00   | 0.00 | 0.00 | 1,113.00  |
| 000229 | 325-0 | NEW DRIVERS FOR PRODUCTION     | 08/23/2012 | Computer Equip/Software | TECH   | 6,308.00  | 0.00 | 0.00 | 0.00 | 6,308.00  | 6,308.00  | 0.00   | 0.00 | 0.00 | 6,308.00  |
| 000230 | 313-0 | TIME & ATTENDANCE MANAGEMENT   | 06/27/2012 | Computer Equip/Software | WEB    | 225.00    | 0.00 | 0.00 | 0.00 | 225.00    | 225.00    | 0.00   | 0.00 | 0.00 | 225.00    |
| 000231 | 327-0 | NEW PC FOR PRESS OPERATION     | 06/07/2012 | Computer Equip/Software | WEB    | 12,848.13 | 0.00 | 0.00 | 0.00 | 12,848.13 | 12,848.13 | 0.00   | 0.00 | 0.00 | 12,848.13 |
| 000232 | 329-0 | software for new mac in Comm   | 05/24/2012 | Computer Equip/Software | SHEET  | 1,263.59  | 0.00 | 0.00 | 0.00 | 1,263.59  | 1,263.59  | 0.00   | 0.00 | 0.00 | 1,263.59  |
| 000233 | 330-0 | new mac                        | 05/18/2012 | Computer Equip/Software | SHEET  | 2,138.00  | 0.00 | 0.00 | 0.00 | 2,138.00  | 2,138.00  | 0.00   | 0.00 | 0.00 | 2,138.00  |
| 000235 | 332-0 | computer software              | 06/27/2012 | Computer Equip/Software | WEB    | 3,150.00  | 0.00 | 0.00 | 0.00 | 3,150.00  | 3,150.00  | 0.00   | 0.00 | 0.00 | 3,150.00  |
| 000236 | 473-0 | computer hardware              | 06/30/2012 | Computer Equip/Software | EDIT   | 4,132.85  | 0.00 | 0.00 | 0.00 | 4,132.85  | 4,132.85  | 0.00   | 0.00 | 0.00 | 4,132.85  |
| 000237 | 334-0 | monitor for Shawn              | 07/02/2012 | Computer Equip/Software | ADMIN  | 1,112.21  | 0.00 | 0.00 | 0.00 | 1,112.21  | 1,112.21  | 0.00   | 0.00 | 0.00 | 1,112.21  |
| 000238 | 335-0 | laptop for Shawn               | 07/06/2012 | Computer Equip/Software | ADMIN  | 2,307.37  | 0.00 | 0.00 | 0.00 | 2,307.37  | 2,307.37  | 0.00   | 0.00 | 0.00 | 2,307.37  |
| 000240 | 028-0 | software                       | 06/27/2012 | Computer Equip/Software | ACCTNG | 725.00    | 0.00 | 0.00 | 0.00 | 725.00    | 725.00    | 0.00   | 0.00 | 0.00 | 725.00    |
| 000241 | 338-0 | spare laptop for Editorial     | 07/18/2012 | Computer Equip/Software | EDIT   | 833.96    | 0.00 | 0.00 | 0.00 | 833.96    | 833.96    | 0.00   | 0.00 | 0.00 | 833.96    |
| 000242 | 339-0 | printer for Shawn              | 07/13/2012 | Computer Equip/Software | ADMIN  | 1,113.00  | 0.00 | 0.00 | 0.00 | 1,113.00  | 1,113.00  | 0.00   | 0.00 | 0.00 | 1,113.00  |
| 000243 | 340-0 | Additional Quantity Label for  | 07/17/2012 | Computer Equip/Software | ACCTNG | 723.77    | 0.00 | 0.00 | 0.00 | 723.77    | 723.65    | 0.00   | 0.00 | 0.00 | 723.65    |
| 000244 | 341-0 | software - Kronos              | 07/25/2012 | Computer Equip/Software | ACCTNG | 2,500.00  | 0.00 | 0.00 | 0.00 | 2,500.00  | 2,500.00  | 0.00   | 0.00 | 0.00 | 2,500.00  |
| 000245 | 342-0 | D5100 Digital SLR Camera       | 06/19/2012 | Computer Equip/Software | ADVERT | 921.95    | 0.00 | 0.00 | 0.00 | 921.95    | 921.95    | 0.00   | 0.00 | 0.00 | 921.95    |
| 000246 | 343-0 | Dell Poweredge R900 Server     | 07/16/2012 | Computer Equip/Software | INTSRV | 3,179.99  | 0.00 | 0.00 | 0.00 | 3,179.99  | 3,179.99  | 0.00   | 0.00 | 0.00 | 3,179.99  |
| 000247 | 344-0 | Dell OptiPlex computers &      | 08/08/2012 | Computer Equip/Software | WEEU   | 2,297.91  | 0.00 | 0.00 | 0.00 | 2,297.91  | 2,297.91  | 0.00   | 0.00 | 0.00 | 2,297.91  |
| 000248 | 345-0 | DESKTOP                        | 08/06/2012 | Computer Equip/Software | SHEET  | 1,707.66  | 0.00 | 0.00 | 0.00 | 1,707.66  | 1,707.66  | 0.00   | 0.00 | 0.00 | 1,707.66  |
| 000249 | 346-0 | apc metered rack pdu           | 06/30/2012 | Computer Equip/Software | TECH   | 1,081.52  | 0.00 | 0.00 | 0.00 | 1,081.52  | 1,081.52  | 0.00   | 0.00 | 0.00 | 1,081.52  |
| 000250 | 347-0 | Dell OptiPlex computer &       | 09/05/2012 | Computer Equip/Software | WEEU   | 808.50    | 0.00 | 0.00 | 0.00 | 808.50    | 808.50    | 0.00   | 0.00 | 0.00 | 808.50    |
| 000251 | 352-0 | Time & Attendance Management   | 08/22/2012 | Computer Equip/Software | ACCTNG | 3,175.00  | 0.00 | 0.00 | 0.00 | 3,175.00  | 3,175.00  | 0.00   | 0.00 | 0.00 | 3,175.00  |
| 000252 | 349-0 | Laptop w/software for the      | 08/30/2012 | Computer Equip/Software | WEB    | 11,986.56 | 0.00 | 0.00 | 0.00 | 11,986.56 | 11,986.56 | 0.00   | 0.00 | 0.00 | 11,986.56 |
| 000253 | 348-0 | Time & Attendance Management   | 09/13/2012 | Computer Equip/Software | ACCTNG | 1,696.00  | 0.00 | 0.00 | 0.00 | 1,696.00  | 1,696.00  | 0.00   | 0.00 | 0.00 | 1,696.00  |
| 000254 | 351-0 | Dell desktop                   | 10/08/2012 | Computer Equip/Software | WEEU   | 595.14    | 0.00 | 0.00 | 0.00 | 595.14    | 595.14    | 0.00   | 0.00 | 0.00 | 595.14    |
| 000255 | 350-0 | Time & Attendance Management   | 09/27/2012 | Computer Equip/Software | ACCTNG | 2,275.00  | 0.00 | 0.00 | 0.00 | 2,275.00  | 2,275.00  | 0.00   | 0.00 | 0.00 | 2,275.00  |
| 000256 | 353-0 | Telephone-Training Room        | 08/29/2012 | Computer Equip/Software | TECH   | 913.66    | 0.00 | 0.00 | 0.00 | 913.66    | 335.01    | 0.00   | 0.00 | 0.00 | 335.01    |
| 000257 | 354-0 | 5 Multiple platforms english   | 10/01/2012 | Computer Equip/Software | TECH   | 9,500.27  | 0.00 | 0.00 | 0.00 | 9,500.27  | 9,500.27  | 0.00   | 0.00 | 0.00 | 9,500.27  |
| 000258 | 326-0 | Time & Attendance Management   | 10/24/2012 | Computer Equip/Software | ACCTNG | 775.00    | 0.00 | 0.00 | 0.00 | 775.00    | 775.00    | 0.00   | 0.00 | 0.00 | 775.00    |
| 000260 | 358-0 | phone for training room        | 10/03/2012 | Computer Equip/Software | TECH   | 1,216.88  | 0.00 | 0.00 | 0.00 | 1,216.88  | 1,196.55  | 0.00   | 0.00 | 0.00 | 1,196.55  |
| 000263 | 361-0 | new ups system                 | 09/20/2012 | Computer Equip/Software | TECH   | 65,333.10 | 0.00 | 0.00 | 0.00 | 65,333.10 | 65,333.10 | 0.00   | 0.00 | 0.00 | 65,333.10 |
| 000264 | 362-0 | parts for network upgrade      | 10/05/2012 | Computer Equip/Software | TECH   | 615.12    | 0.00 | 0.00 | 0.00 | 615.12    | 604.79    | 0.00   | 0.00 | 0.00 | 604.79    |
| 000266 | 381-0 | time & attendance              | 12/01/2012 | Computer Equip/Software | ACCTNG | 875.00    | 0.00 | 0.00 | 0.00 | 875.00    | 875.00    | 0.00   | 0.00 | 0.00 | 875.00    |
| 000267 | 366-0 | macbook pro                    | 12/01/2012 | Computer Equip/Software | TECH   | 2,170.88  | 0.00 | 0.00 | 0.00 | 2,170.88  | 2,170.88  | 0.00   | 0.00 | 0.00 | 2,170.88  |
| 000268 | 367-0 | MD 3200 PowerVault             | 12/01/2012 | Computer Equip/Software | INTSRV | 9,140.00  | 0.00 | 0.00 | 0.00 | 9,140.00  | 9,140.00  | 0.00   | 0.00 | 0.00 | 9,140.00  |
| 000269 | 368-0 | MD3200 Storage                 | 12/01/2012 | Computer Equip/Software | INTSRV | 8,563.74  | 0.00 | 0.00 | 0.00 | 8,563.74  | 8,563.74  | 0.00   | 0.00 | 0.00 | 8,563.74  |
| 000270 | 369-0 | nikon cameras & accessories    | 12/01/2012 | Computer Equip/Software | EDIT   | 13,999.77 | 0.00 | 0.00 | 0.00 | 13,999.77 | 13,999.77 | 0.00   | 0.00 | 0.00 | 13,999.77 |
| 000271 | 370-0 | ups system final payment       | 12/01/2012 | Computer Equip/Software | TECH   | 32,579.10 | 0.00 | 0.00 | 0.00 | 32,579.10 | 32,579.10 | 0.00   | 0.00 | 0.00 | 32,579.10 |
| 000272 | 371-0 | Adobe upgrade                  | 12/01/2012 | Computer Equip/Software | TECH   | 17,598.60 | 0.00 | 0.00 | 0.00 | 17,598.60 | 17,598.60 | 0.00   | 0.00 | 0.00 | 17,598.60 |
| 000273 | 372-0 | HP laptop                      | 12/01/2012 | Computer Equip/Software | EDIT   | 1,724.99  | 0.00 | 0.00 | 0.00 | 1,724.99  | 1,724.99  | 0.00   | 0.00 | 0.00 | 1,724.99  |
| 000274 | 373-0 | HP laptop                      | 12/01/2012 | Computer Equip/Software | EDIT   | 3,406.34  | 0.00 | 0.00 | 0.00 | 3,406.34  | 3,406.34  | 0.00   | 0.00 | 0.00 | 3,406.34  |
| 000276 | 375-0 | EXCHANGE SERVER 2013           | 01/28/2013 | Computer Equip/Software | TECH   | 27,137.54 | 0.00 | 0.00 | 0.00 | 27,137.54 | 27,137.54 | 0.00   | 0.00 | 0.00 | 27,137.54 |
| 000277 | 376-0 | PREOWNED 27" IMAC              | 01/28/2013 | Computer Equip/Software | ADVERT | 1,100.00  | 0.00 | 0.00 | 0.00 | 1,100.00  | 1,100.00  | 0.00   | 0.00 | 0.00 | 1,100.00  |
| 000278 | 377-0 | UPGRADE TO PC'S IN IT          | 01/28/2013 | Computer Equip/Software | TECH   | 1,558.20  | 0.00 | 0.00 | 0.00 | 1,558.20  | 1,558.20  | 0.00   | 0.00 | 0.00 | 1,558.20  |
| 000279 | 378-0 | TIME & ATTENDANCE              | 01/28/2013 | Computer Equip/Software | ACCTNG | 550.00    | 0.00 | 0.00 | 0.00 | 550.00    | 550.00    | 0.00   | 0.00 | 0.00 | 550.00    |
| 000280 | 379-0 | EZSIGNER SOFTWARE FOR SHAWN    | 01/28/2013 | Computer Equip/Software | ADMIN  | 916.90    | 0.00 | 0.00 | 0.00 | 916.90    | 916.90    | 0.00   | 0.00 | 0.00 | 916.90    |
| 000282 | 393-0 | time & attendance              | 01/29/2013 | Computer Equip/Software | ACCTNG | 1,050.00  | 0.00 | 0.00 | 0.00 | 1,050.00  | 1,050.00  | 0.00   | 0.00 | 0.00 | 1,050.00  |
| 000283 | 382-0 | upc scanners                   | 01/31/2013 | Computer Equip/Software | WEB    | 573.01    | 0.00 | 0.00 | 0.00 | 573.01    | 573.01    | 0.00   | 0.00 | 0.00 | 573.01    |
| 000284 | 383-0 | desktop professional user      | 01/31/2013 | Computer Equip/Software | TECH   | 4,237.88  | 0.00 | 0.00 | 0.00 | 4,237.88  | 4,237.88  | 0.00   | 0.00 | 0.00 | 4,237.88  |
| 000287 | 386-0 | 3 optiplex 790 small form      | 02/01/2013 | Computer Equip/Software | ADMIN  | 2,687.10  | 0.00 | 0.00 | 0.00 | 2,687.10  | 2,687.10  | 0.00   | 0.00 | 0.00 | 2,687.10  |
| 000288 | 387-0 | ipad for shawn Moliatu         | 02/01/2013 | Computer Equip/Software | ADMIN  | 771.68    | 0.00 | 0.00 | 0.00 | 771.68    | 771.68    | 0.00   | 0.00 | 0.00 | 771.68    |
| 000291 | 390-0 | Microsoft Office               | 02/01/2013 | Computer Equip/Software | WEEU   | 1,396.31  | 0.00 | 0.00 | 0.00 | 1,396.31  | 1,396.31  | 0.00   | 0.00 | 0.00 | 1,396.31  |
| 000292 | 391-0 | monitor & mounting kit         | 02/12/2013 | Computer Equip/Software | ADMIN  | 861.04    | 0.00 | 0.00 | 0.00 | 861.04    | 861.04    | 0.00   | 0.00 | 0.00 | 861.04    |
| 000294 | 398-0 | time & attendance              | 03/06/2013 | Computer Equip/Software | ACCTNG | 1,600.00  | 0.00 | 0.00 | 0.00 | 1,600.00  | 1,600.00  | 0.00   | 0.00 | 0.00 | 1,600.00  |
| 000295 | 394-0 | time & attendance              | 03/06/2013 | Computer Equip/Software | ACCTNG | 1,225.00  | 0.00 | 0.00 | 0.00 | 1,225.00  | 1,225.00  | 0.00   | 0.00 | 0.00 | 1,225.00  |
| 000296 | 395-0 | laptop for John Fritz          | 03/06/2013 | Computer Equip/Software | TECH   | 2,437.97  | 0.00 | 0.00 | 0.00 | 2,437.97  | 2,437.97  | 0.00   | 0.00 | 0.00 | 2,437.97  |
| 000297 | 396-0 | 27" IMAC computer              | 03/19/2013 | Computer Equip/Software | SHEET  | 2,247.00  | 0.00 | 0.00 | 0.00 | 2,247.00  | 2,247.00  | 0.00   | 0.00 | 0.00 | 2,247.00  |
| 000298 | 397-0 | software for new mac in REP    | 03/11/2013 | Computer Equip/Software | SHEET  | 1,517.25  | 0.00 | 0.00 | 0.00 | 1,517.25  | 1,517.25  | 0.00   | 0.00 | 0.00 | 1,517.25  |
| 000299 | 365-0 | time & attendance              | 04/04/2013 | Computer Equip/Software | ACCTNG | 575.00    | 0.00 | 0.00 | 0.00 | 575.00    | 574.89    | 0.00   | 0.00 | 0.00 | 574.89    |
| 000300 | 399-0 | time & attendance              | 04/04/2013 | Computer Equip/Software | ACCTNG | 1,792.38  | 0.00 | 0.00 | 0.00 | 1,792.38  | 1,792.27  | 0.00   | 0.00 | 0.00 | 1,792.27  |
| 000301 | 400-0 | CCleaner network professional  | 04/09/2013 | Computer Equip/Software | TECH   | 11,550.00 | 0.00 | 0.00 | 0.00 | 11,550.00 | 11,549.89 | 0.00   | 0.00 | 0.00 | 11,549.89 |
| 000303 | 402-0 | 4 DVDRW WINDOWS 7 PRO          | 04/23/2013 | Computer Equip/Software | ADMIN  | 1,992.76  | 0.00 | 0.00 | 0.00 | 1,992.76  | 1,992.76  | 0.00   | 0.00 | 0.00 | 1,992.76  |
| 000304 | 403-0 | WORKFORCE NOW EXPANDED HR &    | 04/19/2013 | Computer Equip/Software | ACCTNG | 5,050.00  | 0.00 | 0.00 | 0.00 | 5,050.00  | 5,050.00  | 0.00   | 0.00 | 0.00 | 5,050.00  |
| 000305 | 404-0 | DTI DIGITAL PAYMETER           | 04/12/2013 | Computer Equip/Software | TECH   | 17,013.00 | 0.00 | 0.00 | 0.00 | 17,013.00 | 13,975.11 | 607.60 | 0.00 | 0.00 | 14,582.71 |
| 000307 | 406-0 | spare phones and new board for | 05/01/2013 | Computer Equip/Software | TECH   | 556.50    | 0.00 | 0.00 | 0.00 | 556.50    | 556.50    | 0.00   | 0.00 | 0.00 | 556.50    |
| 000308 | 407-0 | Time and Attendance            | 05/01/2013 | Computer Equip/Software | ACCTNG | 1,200.00  | 0.00 | 0.00 | 0.00 | 1,200.00  | 1,200.00  | 0.00   | 0.00 | 0.00 | 1,200.00  |
| 000309 | 408-0 | software to defrag             | 05/10/2013 | Computer Equip/Software | TECH   | 9,000.00  | 0.00 | 0.00 | 0.00 | 9,000.00  | 9,000.00  | 0.00   | 0.00 | 0.00 | 9,000.00  |
| 000311 | 410-0 | backup software for Macs       | 05/08/2013 | Computer Equip/Software | SHEET  | 528.45    | 0.00 | 0.00 | 0.00 | 528.45    | 528.45    | 0.00   | 0.00 | 0.00 | 528.45    |
| 000312 | 411-0 | laptop-Lori Torres             | 05/08/2013 | Computer Equip/Software | ACCTNG | 878.49    | 0.00 | 0.00 | 0.00 | 878.49    | 878.49    | 0.00   | 0.00 | 0.00 | 878.49    |
| 000314 | 413-0 | used Dell monitors             | 05/20/2013 | Computer Equip/Software | TECH   | 1,725.00  | 0.00 | 0.00 | 0.00 | 1,725.00  | 1,725.00  | 0.00   | 0.00 | 0.00 | 1,725.00  |
| 000315 | 414-0 | spare pc                       |            |                         |        |           |      |      |      |           |           |        |      |      |           |

|        |       |   |            |                         |        |           |      |      |      |           |           |          |      |      |           |
|--------|-------|---|------------|-------------------------|--------|-----------|------|------|------|-----------|-----------|----------|------|------|-----------|
| 000348 | 448-0 | laptop for Mike Drago                           | 12/17/2013 | Computer Equip/Software | EDIT   | 838.74    | 0.00 | 0.00 | 0.00 | 838.74    | 838.74    | 0.00     | 0.00 | 0.00 | 838.74    |
| 000350 | 449-0 | 14 NEW CAMERA'S PLUS MISC                       | 12/19/2013 | Computer Equip/Software | EDIT   | 21,731.96 | 0.00 | 0.00 | 0.00 | 21,731.96 | 21,731.96 | 0.00     | 0.00 | 0.00 | 21,731.96 |
| 000351 | 450-0 | MISC CAMERA EQUIPMENT                           | 12/19/2013 | Computer Equip/Software | EDIT   | 635.90    | 0.00 | 0.00 | 0.00 | 635.90    | 635.90    | 0.00     | 0.00 | 0.00 | 635.90    |
| 000353 | 452-0 | Macola upgrade to ES                            | 12/31/2013 | Computer Equip/Software | ACCTNG | 19,411.78 | 0.00 | 0.00 | 0.00 | 19,411.78 | 19,411.78 | 0.00     | 0.00 | 0.00 | 19,411.78 |
| 000354 | 453-0 | SOFTWARE FOR VMWARE SERVERS                     | 01/22/2014 | Computer Equip/Software | TECH   | 17,937.12 | 0.00 | 0.00 | 0.00 | 17,937.12 | 17,937.12 | 0.00     | 0.00 | 0.00 | 17,937.12 |
| 000355 | 454-0 | HARDWARE FOR VMWARE SERVERS                     | 12/27/2013 | Computer Equip/Software | TECH   | 13,785.00 | 0.00 | 0.00 | 0.00 | 13,785.00 | 13,785.00 | 0.00     | 0.00 | 0.00 | 13,785.00 |
| 000356 | 455-0 | SOFTWARE FOR FMWARE SERVERS                     | 12/26/2013 | Computer Equip/Software | TECH   | 16,606.86 | 0.00 | 0.00 | 0.00 | 16,606.86 | 16,606.86 | 0.00     | 0.00 | 0.00 | 16,606.86 |
| 000357 | 456-0 | SOFTWARE USED TO SCAN ALL                       | 12/24/2013 | Computer Equip/Software | TECH   | 6,560.98  | 0.00 | 0.00 | 0.00 | 6,560.98  | 6,560.98  | 0.00     | 0.00 | 0.00 | 6,560.98  |
| 000369 | 468-0 | UPGRADES TO VIRTUAL                             | 01/16/2014 | Computer Equip/Software | TECH   | 6,966.32  | 0.00 | 0.00 | 0.00 | 6,966.32  | 6,966.32  | 0.00     | 0.00 | 0.00 | 6,966.32  |
| 000370 | 477-0 | 4 USED PC'S FOR EDITORIAL                       | 01/16/2014 | Computer Equip/Software | EDIT   | 1,680.00  | 0.00 | 0.00 | 0.00 | 1,680.00  | 1,680.00  | 0.00     | 0.00 | 0.00 | 1,680.00  |
| 000374 | 333-0 | COMPUTER HARDWARE                               | 01/31/2014 | Computer Equip/Software | WEEU   | 556.48    | 0.00 | 0.00 | 0.00 | 556.48    | 556.48    | 0.00     | 0.00 | 0.00 | 556.48    |
| 000375 | 474-0 | PROVIDE & PROGRAM SPARE DRIVE                   | 01/31/2014 | Computer Equip/Software | WEB    | 4,421.49  | 0.00 | 0.00 | 0.00 | 4,421.49  | 4,421.49  | 0.00     | 0.00 | 0.00 | 4,421.49  |
| 000378 | 469-0 | 4 USED PC'S FOR EDITORIAL                       | 02/13/2014 | Computer Equip/Software | EDIT   | 1,680.00  | 0.00 | 0.00 | 0.00 | 1,680.00  | 1,652.00  | 28.00    | 0.00 | 0.00 | 1,680.00  |
| 000379 | 478-0 | SPARE MONITORS FOR EDITORIAL                    | 02/19/2014 | Computer Equip/Software | EDIT   | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  | 983.41    | 16.59    | 0.00 | 0.00 | 1,000.00  |
| 000383 | 482-0 | 2 power supplies                                | 02/24/2014 | Computer Equip/Software | WEB    | 1,366.20  | 0.00 | 0.00 | 0.00 | 1,366.20  | 1,343.43  | 22.77    | 0.00 | 0.00 | 1,366.20  |
| 000384 | 483-0 | Network parts for backup                        | 03/14/2014 | Computer Equip/Software | TECH   | 818.85    | 0.00 | 0.00 | 0.00 | 818.85    | 791.61    | 27.24    | 0.00 | 0.00 | 818.85    |
| 000385 | 484-0 | annual Editorial cloud storage                  | 03/14/2014 | Computer Equip/Software | TECH   | 795.00    | 0.00 | 0.00 | 0.00 | 795.00    | 768.50    | 26.50    | 0.00 | 0.00 | 795.00    |
| 000386 | 485-0 | Windows 8 Pro &                                 | 03/14/2014 | Computer Equip/Software | INTSRV | 1,132.18  | 0.00 | 0.00 | 0.00 | 1,132.18  | 1,094.46  | 37.72    | 0.00 | 0.00 | 1,132.18  |
| 000387 | 627-0 | 3 laptops                                       | 03/14/2014 | Computer Equip/Software | INTSRV | 2,363.13  | 0.00 | 0.00 | 0.00 | 2,363.13  | 2,284.47  | 78.66    | 0.00 | 0.00 | 2,363.13  |
| 000391 | 490-0 | software updates for firewall                   | 03/21/2014 | Computer Equip/Software | INTSRV | 4,863.49  | 0.00 | 0.00 | 0.00 | 4,863.49  | 4,701.42  | 162.07   | 0.00 | 0.00 | 4,863.49  |
| 000397 | 496-0 | 4 pc's for marketing &                          | 04/24/2014 | Computer Equip/Software | TECH   | 4,091.60  | 0.00 | 0.00 | 0.00 | 4,091.60  | 3,886.95  | 204.65   | 0.00 | 0.00 | 4,091.60  |
| 000401 | 500-0 | DELL OPTIPLEX DESKTOP IS                        | 05/09/2014 | Computer Equip/Software | INTSRV | 1,546.41  | 0.00 | 0.00 | 0.00 | 1,546.41  | 1,443.24  | 77.31    | 0.00 | 0.00 | 1,520.55  |
| 000402 | 501-0 | SOFTWARE-ADV MACS TO AID IN                     | 05/09/2014 | Computer Equip/Software | ADVERT | 1,113.00  | 0.00 | 0.00 | 0.00 | 1,113.00  | 1,038.80  | 55.65    | 0.00 | 0.00 | 1,094.45  |
| 000403 | 539-0 | TAPES FOR BACKUP                                | 05/09/2014 | Computer Equip/Software | TECH   | 1,365.70  | 0.00 | 0.00 | 0.00 | 1,365.70  | 1,274.62  | 68.28    | 0.00 | 0.00 | 1,342.90  |
| 000405 | 507-0 | laptop-Editorial                                | 05/19/2014 | Computer Equip/Software | EDIT   | 944.97    | 0.00 | 0.00 | 0.00 | 944.97    | 881.97    | 47.25    | 0.00 | 0.00 | 929.22    |
| 000408 | 510-0 | SECURITY SOFTWARE                               | 05/22/2014 | Computer Equip/Software | INTSRV | 2,120.00  | 0.00 | 0.00 | 0.00 | 2,120.00  | 1,978.60  | 106.00   | 0.00 | 0.00 | 2,084.60  |
| 000411 | 513-0 | SOFTWARE/PARCEL DATA AND                        | 05/24/2014 | Computer Equip/Software | EDIT   | 600.00    | 0.00 | 0.00 | 0.00 | 600.00    | 560.00    | 30.00    | 0.00 | 0.00 | 590.00    |
| 000413 | 515-0 | BACKUP SOFTWARE FOR VMWARE                      | 06/16/2014 | Computer Equip/Software | TECH   | 27,713.70 | 0.00 | 0.00 | 0.00 | 27,713.70 | 25,404.13 | 1,385.68 | 0.00 | 0.00 | 26,789.81 |
| 000418 | 520-0 | telephone replacements                          | 07/25/2014 | Computer Equip/Software | TECH   | 538.48    | 0.00 | 0.00 | 0.00 | 538.48    | 484.56    | 26.92    | 0.00 | 0.00 | 511.48    |
| 000419 | 521-0 | network cards for                               | 07/25/2014 | Computer Equip/Software | TECH   | 1,046.22  | 0.00 | 0.00 | 0.00 | 1,046.22  | 941.64    | 52.31    | 0.00 | 0.00 | 993.95    |
| 000420 | 522-0 | Dell Poweredge server                           | 07/25/2014 | Computer Equip/Software | INTSRV | 1,006.98  | 0.00 | 0.00 | 0.00 | 1,006.98  | 906.24    | 50.34    | 0.00 | 0.00 | 956.58    |
| 000426 | 528-0 | electronic entry system                         | 07/25/2014 | Computer Equip/Software | PACK   | 6,118.32  | 0.00 | 0.00 | 0.00 | 6,118.32  | 5,506.44  | 305.91   | 0.00 | 0.00 | 5,822.35  |
| 000428 | 530-0 | phone system maintenance                        | 07/25/2014 | Computer Equip/Software | WEEU   | 1,444.44  | 0.00 | 0.00 | 0.00 | 1,444.44  | 1,299.93  | 72.22    | 0.00 | 0.00 | 1,371.15  |
| 000436 | 628-0 | laptop  | 08/26/2014 | Computer Equip/Software | WEEU   | 486.71    | 0.00 | 0.00 | 0.00 | 486.71    | 438.00    | 24.33    | 0.00 | 0.00 | 462.33    |
| 000437 | 502-0 | tapes for backup                                | 08/26/2014 | Computer Equip/Software | TECH   | 1,060.00  | 0.00 | 0.00 | 0.00 | 1,060.00  | 954.06    | 52.99    | 0.00 | 0.00 | 1,007.05  |
| 000439 | 541-0 | laptop-sports                                   | 08/26/2014 | Computer Equip/Software | EDIT   | 944.97    | 0.00 | 0.00 | 0.00 | 944.97    | 850.47    | 47.25    | 0.00 | 0.00 | 897.72    |
| 000442 | 544-0 | Microsoft windows Server                        | 08/31/2014 | Computer Equip/Software | WEEU   | 1,681.61  | 0.00 | 0.00 | 0.00 | 1,681.61  | 1,513.50  | 84.08    | 0.00 | 0.00 | 1,597.58  |
| 000446 | 667-0 | replacement pc's                                | 09/11/2014 | Computer Equip/Software | EDIT   | 5,299.89  | 0.00 | 0.00 | 0.00 | 5,299.89  | 4,769.88  | 264.99   | 0.00 | 0.00 | 5,034.87  |
| 000447 | 549-0 | replacement monitors                            | 09/25/2014 | Computer Equip/Software | EDIT   | 1,399.20  | 0.00 | 0.00 | 0.00 | 1,399.20  | 1,259.28  | 69.96    | 0.00 | 0.00 | 1,329.24  |
| 000449 | 551-0 | replacement monitors                            | 10/31/2014 | Computer Equip/Software | EDIT   | 1,590.00  | 0.00 | 0.00 | 0.00 | 1,590.00  | 1,431.00  | 79.50    | 0.00 | 0.00 | 1,510.50  |
| 000450 | 552-0 | operating system software for                   | 10/31/2014 | Computer Equip/Software | TECH   | 1,460.34  | 0.00 | 0.00 | 0.00 | 1,460.34  | 1,314.33  | 73.01    | 0.00 | 0.00 | 1,387.34  |
| 000453 | 555-0 | replacement pc's and                            | 10/31/2014 | Computer Equip/Software | WEEU   | 4,186.92  | 0.00 | 0.00 | 0.00 | 4,186.92  | 3,768.18  | 209.34   | 0.00 | 0.00 | 3,977.52  |
| 000457 | 559-0 | 2 desktop computers                             | 10/31/2014 | Computer Equip/Software | WEEU   | 1,850.72  | 0.00 | 0.00 | 0.00 | 1,850.72  | 1,665.72  | 92.53    | 0.00 | 0.00 | 1,758.25  |
| 000458 | 560-0 | 2 replacement pc's                              | 10/31/2014 | Computer Equip/Software | WEEU   | 1,176.58  | 0.00 | 0.00 | 0.00 | 1,176.58  | 1,058.94  | 58.83    | 0.00 | 0.00 | 1,117.77  |
| 000459 | 561-0 | replacement pc                                  | 10/31/2014 | Computer Equip/Software | WEEU   | 1,059.99  | 0.00 | 0.00 | 0.00 | 1,059.99  | 954.06    | 53.00    | 0.00 | 0.00 | 1,007.06  |
| 000461 | 563-0 | spare monitors for various                      | 11/26/2014 | Computer Equip/Software | TECH   | 662.50    | 0.00 | 0.00 | 0.00 | 662.50    | 596.22    | 33.12    | 0.00 | 0.00 | 629.34    |
| 000462 | 564-0 | replacement pc's for Editorial                  | 11/26/2014 | Computer Equip/Software | EDIT   | 5,818.34  | 0.00 | 0.00 | 0.00 | 5,818.34  | 5,236.47  | 290.91   | 0.00 | 0.00 | 5,527.38  |
| 000463 | 565-0 | 2 notebooks for Editorial                       | 11/26/2014 | Computer Equip/Software | EDIT   | 1,694.84  | 0.00 | 0.00 | 0.00 | 1,694.84  | 1,525.41  | 84.74    | 0.00 | 0.00 | 1,610.15  |
| 000465 | 567-0 | ipad and case-Dave Kline                        | 11/30/2014 | Computer Equip/Software | ADMIN  | 1,067.42  | 0.00 | 0.00 | 0.00 | 1,067.42  | 960.66    | 53.37    | 0.00 | 0.00 | 1,014.03  |
| 000466 | 568-0 | pc's for Brandi Swenson &                       | 11/30/2014 | Computer Equip/Software | INTSRV | 1,269.88  | 0.00 | 0.00 | 0.00 | 1,269.88  | 1,142.82  | 63.49    | 0.00 | 0.00 | 1,206.31  |
| 000467 | 312-0 | laptops   | 11/30/2014 | Computer Equip/Software | EDIT   | 1,800.91  | 0.00 | 0.00 | 0.00 | 1,800.91  | 1,620.90  | 90.04    | 0.00 | 0.00 | 1,710.94  |
| 000469 | 571-0 | pc for Harry Dietz                              | 12/11/2014 | Computer Equip/Software | ADMIN  | 529.99    | 0.00 | 0.00 | 0.00 | 529.99    | 476.94    | 26.50    | 0.00 | 0.00 | 503.44    |
| 000470 | 572-0 | pc for mirasert inserter in                     | 12/11/2014 | Computer Equip/Software | PACK   | 530.00    | 0.00 | 0.00 | 0.00 | 530.00    | 476.94    | 26.50    | 0.00 | 0.00 | 503.44    |
| 000471 | 573-0 | 3 Microsoft Windows Server Lic                  | 12/11/2014 | Computer Equip/Software | TECH   | 29,048.19 | 0.00 | 0.00 | 0.00 | 29,048.19 | 26,143.44 | 1,452.40 | 0.00 | 0.00 | 27,595.84 |
| 000472 | 569-0 | laptops   | 12/17/2014 | Computer Equip/Software | EDIT   | 2,730.15  | 0.00 | 0.00 | 0.00 | 2,730.15  | 2,457.09  | 136.50   | 0.00 | 0.00 | 2,593.59  |
| 000479 | 581-0 | ipad  | 12/31/2014 | Computer Equip/Software | CIRC   | 760.02    | 0.00 | 0.00 | 0.00 | 760.02    | 684.06    | 38.00    | 0.00 | 0.00 | 722.06    |
| 000480 | 582-0 | Microsoft Office Home                           | 12/31/2014 | Computer Equip/Software | MARKET | 927.50    | 0.00 | 0.00 | 0.00 | 927.50    | 834.78    | 46.37    | 0.00 | 0.00 | 881.15    |
| 000481 | 289-0 | tapes for backup                                | 12/31/2014 | Computer Equip/Software | TECH   | 913.72    | 0.00 | 0.00 | 0.00 | 913.72    | 822.36    | 45.68    | 0.00 | 0.00 | 868.04    |
| 000482 | 584-0 | paywall install                                 | 12/31/2014 | Computer Equip/Software | INTSRV | 7,420.00  | 0.00 | 0.00 | 0.00 | 7,420.00  | 6,678.06  | 371.00   | 0.00 | 0.00 | 7,049.06  |
| 000486 | 588-0 | Advertising project-hardware                    | 12/31/2014 | Computer Equip/Software | ADVERT | 1,435.36  | 0.00 | 0.00 | 0.00 | 1,435.36  | 1,291.77  | 71.76    | 0.00 | 0.00 | 1,363.53  |
| 000489 | 591-0 | F9 v5 for ES                                    | 01/01/2015 | Computer Equip/Software | ACCTNG | 5,380.00  | 0.00 | 0.00 | 0.00 | 5,380.00  | 5,380.00  | 0.00     | 0.00 | 0.00 | 5,380.00  |
| 000491 | 593-0 | ipad for Adam Richter                           | 01/15/2015 | Computer Equip/Software | EDIT   | 961.42    | 0.00 | 0.00 | 0.00 | 961.42    | 769.08    | 48.07    | 0.00 | 0.00 | 817.15    |
| 000497 | 599-0 | 4 desktop computers                             | 02/25/2015 | Computer Equip/Software | TECH   | 2,404.08  | 0.00 | 0.00 | 0.00 | 2,404.08  | 1,883.23  | 120.20   | 0.00 | 0.00 | 2,003.43  |
| 000501 | 603-0 | epson powerlite (projector)                     | 03/15/2015 | Computer Equip/Software | INTSRV | 545.94    | 0.00 | 0.00 | 0.00 | 545.94    | 418.57    | 27.29    | 0.00 | 0.00 | 445.86    |
| 000502 | 604-0 | ipad & accessories                              | 03/15/2015 | Computer Equip/Software | EDIT   | 855.42    | 0.00 | 0.00 | 0.00 | 855.42    | 655.84    | 42.77    | 0.00 | 0.00 | 698.61    |
| 000504 | 606-0 | 2 laptops                                       | 03/30/2015 | Computer Equip/Software | EDIT   | 1,415.25  | 0.00 | 0.00 | 0.00 | 1,415.25  | 1,085.05  | 70.76    | 0.00 | 0.00 | 1,155.81  |
| 000505 | 607-0 | laptop  | 03/30/2015 | Computer Equip/Software | WEB    | 714.20    | 0.00 | 0.00 | 0.00 | 714.20    | 547.52    | 35.71    | 0.00 | 0.00 | 583.23    |
| 000506 | 608-0 | crystal 2011 single user                        | 01/21/2015 | Computer Equip/Software | TECH   | 550.00    | 0.00 | 0.00 | 0.00 | 550.00    | 440.04    | 27.50    | 0.00 | 0.00 | 467.54    |
| 000508 | 610-0 | Macola ES project                               | 04/22/2015 | Computer Equip/Software | ACCTNG | 69,346.04 | 0.00 | 0.00 | 0.00 | 69,346.04 | 37,149.69 | 2,476.64 | 0.00 | 0.00 | 39,626.33 |
| 000510 | 612-0 | laptop for Teri Paulin(SSN)                     | 04/22/2015 | Computer Equip/Software | EDIT   | 826.61    | 0.00 | 0.00 | 0.00 | 821.61    | 616.17    | 41.08    | 0.00 | 0.00 | 657.25    |
| 000511 | 613-0 | firewall upgrade                                | 04/22/2015 | Computer Equip/Software | INTSRV | 748.11    | 0.00 | 0.00 | 0.00 | 748.11    | 561.09    | 37.40    | 0.00 | 0.00 | 598.49    |
| 000513 | 615-0 | laptop for Marty Petroski & 2 extra laptop bags | 04/30/2015 | Computer Equip/Software | TECH   | 821.61    | 0.00 | 0.00 | 0.00 | 821.61    | 616.17    | 41.08    | 0.00 | 0.00 | 657.25    |

|        |       |                                 |            |                         |        |           |      |      |      |           |           |        |      |      |           |
|--------|-------|---------------------------------|------------|-------------------------|--------|-----------|------|------|------|-----------|-----------|--------|------|------|-----------|
| 000565 | 548-0 | replacement pc's                | 09/28/2015 | Computer Equip/Software | TECH   | 4,324.80  | 0.00 | 0.00 | 0.00 | 4,324.80  | 2,883.20  | 216.24 | 0.00 | 0.00 | 3,099.44  |
| 000567 | 321-0 | laptop                          | 10/23/2015 | Computer Equip/Software | ADVERT | 752.69    | 0.00 | 0.00 | 0.00 | 752.69    | 489.24    | 37.63  | 0.00 | 0.00 | 526.87    |
| 000572 | 674-0 | wireless router for Editorial   | 03/02/2015 | Computer Equip/Software | EDIT   | 1,264.62  | 0.00 | 0.00 | 0.00 | 1,264.62  | 800.92    | 63.23  | 0.00 | 0.00 | 864.15    |
| 000573 | 675-0 | replacement pc's-Advertising    | 03/02/2015 | Computer Equip/Software | ADVERT | 2,703.90  | 0.00 | 0.00 | 0.00 | 2,703.90  | 1,711.90  | 135.15 | 0.00 | 0.00 | 1,847.05  |
| 000578 | 680-0 | pc's & monitors for Advertising | 12/31/2015 | Computer Equip/Software | SHEET  | 1,828.50  | 0.00 | 0.00 | 0.00 | 1,828.50  | 1,127.58  | 91.42  | 0.00 | 0.00 | 1,219.00  |
| 000582 | 684-0 | REP project                     | 12/01/2010 | Computer Equip/Software | ACCTNG | 5,838.16  | 0.00 | 0.00 | 0.00 | 5,838.16  | 5,838.16  | 0.00   | 0.00 | 0.00 | 5,838.16  |
| 000586 | 020-0 | Rusheski Accounting & Consult   | 05/01/2010 | Computer Equip/Software | ACCTNG | 3,802.86  | 0.00 | 0.00 | 0.00 | 3,802.86  | 3,802.86  | 0.00   | 0.00 | 0.00 | 3,802.86  |
| 000587 | 021-0 | MACCOLA INT ACCTNG SUITE        | 08/10/2011 | Computer Equip/Software | ACCTNG | 3,698.98  | 0.00 | 0.00 | 0.00 | 3,698.98  | 3,698.98  | 0.00   | 0.00 | 0.00 | 3,698.98  |
| 000588 | 022-0 | F9 Software                     | 05/01/2010 | Computer Equip/Software | ACCTNG | 769.23    | 0.00 | 0.00 | 0.00 | 769.23    | 769.23    | 0.00   | 0.00 | 0.00 | 769.23    |
| 000589 | 177-0 | EFI - PSI Licenses              | 05/01/2010 | Computer Equip/Software | ACCTNG | 571.10    | 0.00 | 0.00 | 0.00 | 571.10    | 571.10    | 0.00   | 0.00 | 0.00 | 571.10    |
| 000590 | 024-0 | MACCOLA BANK BOOK               | 05/01/2010 | Computer Equip/Software | ACCTNG | 571.10    | 0.00 | 0.00 | 0.00 | 571.10    | 571.10    | 0.00   | 0.00 | 0.00 | 571.10    |
| 000591 | 025-0 | MACCOLA FIXED ASSETS MODULE     | 11/09/2011 | Computer Equip/Software | ADMIN  | 7,598.08  | 0.00 | 0.00 | 0.00 | 7,598.08  | 7,598.08  | 0.00   | 0.00 | 0.00 | 7,598.08  |
| 000592 | 026-0 | Tax accounting software         | 09/30/2011 | Computer Equip/Software | ADMIN  | 4,550.00  | 0.00 | 0.00 | 0.00 | 4,550.00  | 4,550.00  | 0.00   | 0.00 | 0.00 | 4,550.00  |
| 000593 | 027-0 | Network Device                  | 09/28/2011 | Computer Equip/Software | ADMIN  | 2,010.82  | 0.00 | 0.00 | 0.00 | 2,010.82  | 2,010.82  | 0.00   | 0.00 | 0.00 | 2,010.82  |
| 000594 | 063-0 | Software                        | 10/07/2011 | Computer Equip/Software | ADMIN  | 1,199.96  | 0.00 | 0.00 | 0.00 | 1,199.96  | 1,199.96  | 0.00   | 0.00 | 0.00 | 1,199.96  |
| 000595 | 062-0 | Software                        | 09/27/2011 | Computer Equip/Software | ADMIN  | 1,140.55  | 0.00 | 0.00 | 0.00 | 1,140.55  | 1,140.55  | 0.00   | 0.00 | 0.00 | 1,140.55  |
| 000597 | 032-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADMIN  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000598 | 033-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADMIN  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000599 | 034-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADMIN  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000600 | 035-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADMIN  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000601 | 036-0 | Scanner                         | 01/01/2012 | Computer Equip/Software | ADMIN  | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    | 500.00    | 0.00   | 0.00 | 0.00 | 500.00    |
| 000602 | 078-0 | Software                        | 08/29/2011 | Computer Equip/Software | ADVERT | 8,572.00  | 0.00 | 0.00 | 0.00 | 8,572.00  | 8,572.00  | 0.00   | 0.00 | 0.00 | 8,572.00  |
| 000603 | 044-0 | CS5 Design Std Mac Upg          | 05/11/2011 | Computer Equip/Software | ADVERT | 4,511.92  | 0.00 | 0.00 | 0.00 | 4,511.92  | 4,511.92  | 0.00   | 0.00 | 0.00 | 4,511.92  |
| 000604 | 039-0 | CS5.5 plugin-Adobe InDesign     | 08/24/2011 | Computer Equip/Software | ADVERT | 2,750.00  | 0.00 | 0.00 | 0.00 | 2,750.00  | 2,750.00  | 0.00   | 0.00 | 0.00 | 2,750.00  |
| 000605 | 107-0 | Computer equipment              | 06/03/2011 | Computer Equip/Software | ADVERT | 1,137.53  | 0.00 | 0.00 | 0.00 | 1,137.53  | 1,137.53  | 0.00   | 0.00 | 0.00 | 1,137.53  |
| 000606 | 042-0 | Computer equipment              | 06/07/2011 | Computer Equip/Software | ADVERT | 1,037.00  | 0.00 | 0.00 | 0.00 | 1,037.00  | 1,037.00  | 0.00   | 0.00 | 0.00 | 1,037.00  |
| 000607 | 102-0 | Computer equipment              | 06/28/2011 | Computer Equip/Software | ADVERT | 1,037.00  | 0.00 | 0.00 | 0.00 | 1,037.00  | 1,037.00  | 0.00   | 0.00 | 0.00 | 1,037.00  |
| 000608 | 043-0 | Printer                         | 01/01/2012 | Computer Equip/Software | ADVERT | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  | 1,000.00  | 0.00   | 0.00 | 0.00 | 1,000.00  |
| 000609 | 038-0 | CS5 Design Std Mac Upg          | 01/01/2012 | Computer Equip/Software | ADVERT | 869.77    | 0.00 | 0.00 | 0.00 | 869.77    | 869.77    | 0.00   | 0.00 | 0.00 | 869.77    |
| 000610 | 061-0 | AVL DESIGN PREM CS5 MAC UPG DP  | 01/01/2012 | Computer Equip/Software | ADVERT | 764.90    | 0.00 | 0.00 | 0.00 | 764.90    | 764.90    | 0.00   | 0.00 | 0.00 | 764.90    |
| 000611 | 046-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000612 | 047-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000613 | 048-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000614 | 049-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000615 | 050-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000616 | 051-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000617 | 052-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000618 | 053-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000619 | 054-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000620 | 055-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000621 | 056-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000622 | 057-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000623 | 058-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000624 | 059-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000625 | 060-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000626 | 045-0 | AVL DESIGN PREM CS5 MAC UPG DP  | 01/01/2012 | Computer Equip/Software | ADVERT | 568.76    | 0.00 | 0.00 | 0.00 | 568.76    | 568.76    | 0.00   | 0.00 | 0.00 | 568.76    |
| 000627 | 029-0 | Software                        | 10/17/2011 | Computer Equip/Software | ADVERT | 552.13    | 0.00 | 0.00 | 0.00 | 552.13    | 552.13    | 0.00   | 0.00 | 0.00 | 552.13    |
| 000628 | 069-0 | Software                        | 12/20/2011 | Computer Equip/Software | CIRC   | 4,547.26  | 0.00 | 0.00 | 0.00 | 4,547.26  | 4,547.26  | 0.00   | 0.00 | 0.00 | 4,547.26  |
| 000629 | 064-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | ADVERT | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000630 | 065-0 | Network Device                  | 07/08/2009 | Computer Equip/Software | EDIT   | 4,550.00  | 0.00 | 0.00 | 0.00 | 4,550.00  | 4,550.00  | 0.00   | 0.00 | 0.00 | 4,550.00  |
| 000631 | 066-0 | Software                        | 10/25/2011 | Computer Equip/Software | EDIT   | 3,380.00  | 0.00 | 0.00 | 0.00 | 3,380.00  | 3,380.00  | 0.00   | 0.00 | 0.00 | 3,380.00  |
| 000632 | 067-0 | Anygraaf Datamover              | 10/01/2010 | Computer Equip/Software | EDIT   | 2,664.00  | 0.00 | 0.00 | 0.00 | 2,664.00  | 2,664.00  | 0.00   | 0.00 | 0.00 | 2,664.00  |
| 000633 | 190-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | EDIT   | 600.00    | 0.00 | 0.00 | 0.00 | 600.00    | 600.00    | 0.00   | 0.00 | 0.00 | 600.00    |
| 000634 | 031-0 | Software                        | 11/15/2011 | Computer Equip/Software | EDIT   | 587.94    | 0.00 | 0.00 | 0.00 | 587.94    | 587.94    | 0.00   | 0.00 | 0.00 | 587.94    |
| 000635 | 068-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | EDIT   | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000636 | 070-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | EDIT   | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000637 | 071-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | EDIT   | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000638 | 073-0 | MS MBL WIN PRO 7 UPG            | 11/01/2010 | Computer Equip/Software | EDIT   | 287.05    | 0.00 | 0.00 | 0.00 | 287.05    | 287.05    | 0.00   | 0.00 | 0.00 | 287.05    |
| 000639 | 074-0 | AVL DESIGN STD CS5 WIN UPG DS2  | 10/01/2010 | Computer Equip/Software | EDIT   | 227.77    | 0.00 | 0.00 | 0.00 | 227.77    | 227.77    | 0.00   | 0.00 | 0.00 | 227.77    |
| 000640 | 072-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | MARKET | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000641 | 075-0 | PC/Laptop/iPad                  | 01/01/2012 | Computer Equip/Software | MARKET | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00   | 0.00 | 0.00 | 585.00    |
| 000642 | 077-0 | Backup Device                   | 01/01/2012 | Computer Equip/Software | TECH   | 35,000.00 | 0.00 | 0.00 | 0.00 | 35,000.00 | 35,000.00 | 0.00   | 0.00 | 0.00 | 35,000.00 |
| 000643 | 114-0 | Software                        | 06/29/2011 | Computer Equip/Software | TECH   | 9,892.75  | 0.00 | 0.00 | 0.00 | 9,892.75  | 9,892.75  | 0.00   | 0.00 | 0.00 | 9,892.75  |
| 000644 | 080-0 | Server                          | 01/01/2012 | Computer Equip/Software | TECH   | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00   | 0.00 | 0.00 | 4,627.78  |
| 000645 | 081-0 | Server                          | 01/01/2012 | Computer Equip/Software | TECH   | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00   | 0.00 | 0.00 | 4,627.78  |
| 000646 | 082-0 | Server                          | 01/01/2012 | Computer Equip/Software | TECH   | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00   | 0.00 | 0.00 | 4,627.78  |
| 000647 | 083-0 | Server                          | 01/01/2012 | Computer Equip/Software | TECH   | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00   | 0.00 | 0.00 | 4,627.78  |
| 000648 | 084-0 | Server                          | 01/01/2012 | Computer Equip/Software | TECH   | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00   | 0.00 | 0.00 | 4,627.78  |
| 000649 | 085-0 | Server                          | 01/01/2012 | Computer Equip/Software | TECH   | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00   | 0.00 | 0.00 | 4,627.78  |
| 000650 | 086-0 | Server                          | 01/01/2012 | Computer Equip/Software | TECH   | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00   | 0.00 | 0.00 | 4,627.78  |
| 000651 | 087-0 | Server                          | 10/28/2008 | Computer Equip/Software | TECH   | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00   | 0.00 | 0.00 | 4,627.78  |
| 000652 | 088-0 | Server                          | 10/28/2008 | Computer Equip/Software | TECH   | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00   | 0.00 | 0.00 | 4,627.78  |
| 000653 | 089-0 | Server                          | 10/30/2008 | Computer Equip/Software | TECH   | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00   | 0.00 | 0.00 | 4,627.78  |
| 000654 | 090-0 | Server                          | 12/10/2008 | Computer Equip/Software | TECH   | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,        |           |        |      |      |           |



|        |       |                                |            |                         |        |           |      |      |      |           |           |      |      |      |           |
|--------|-------|--------------------------------|------------|-------------------------|--------|-----------|------|------|------|-----------|-----------|------|------|------|-----------|
| 000663 | 103-0 | Computer equipment             | 11/30/2011 | Computer Equip/Software | TECH   | 1,038.69  | 0.00 | 0.00 | 0.00 | 1,038.69  | 1,038.69  | 0.00 | 0.00 | 0.00 | 1,038.69  |
| 000669 | 104-0 | SYE BE 2010 AG VM IN PHST BC   | 08/01/2010 | Computer Equip/Software | TECH   | 994.01    | 0.00 | 0.00 | 0.00 | 994.01    | 994.01    | 0.00 | 0.00 | 0.00 | 994.01    |
| 000670 | 105-0 | RNW BE 2010 AGT FR SQL ESS REW | 08/01/2011 | Computer Equip/Software | TECH   | 881.77    | 0.00 | 0.00 | 0.00 | 881.77    | 881.77    | 0.00 | 0.00 | 0.00 | 881.77    |
| 000671 | 106-0 | SYE BE 2010 OPT DDUP EXP REW B | 03/01/2011 | Computer Equip/Software | TECH   | 829.75    | 0.00 | 0.00 | 0.00 | 829.75    | 829.75    | 0.00 | 0.00 | 0.00 | 829.75    |
| 000672 | 041-0 | Computer equipment             | 01/01/2012 | Computer Equip/Software | TECH   | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000673 | 076-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | TECH   | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000674 | 108-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | TECH   | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000675 | 109-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | TECH   | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000676 | 110-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | TECH   | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000677 | 111-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | TECH   | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000678 | 113-0 | SYE BE AGT F/SQL 12.5 WIN      | 03/01/2010 | Computer Equip/Software | TECH   | 385.00    | 0.00 | 0.00 | 0.00 | 385.00    | 385.00    | 0.00 | 0.00 | 0.00 | 385.00    |
| 000679 | 337-0 | Software                       | 06/29/2011 | Computer Equip/Software | INTSRV | 14,095.17 | 0.00 | 0.00 | 0.00 | 14,095.17 | 14,095.17 | 0.00 | 0.00 | 0.00 | 14,095.17 |
| 000680 | 115-0 | Microsoft Windows Server 2008  | 04/01/2011 | Computer Equip/Software | INTSRV | 5,742.87  | 0.00 | 0.00 | 0.00 | 5,742.87  | 5,742.87  | 0.00 | 0.00 | 0.00 | 5,742.87  |
| 000681 | 116-0 | EMC Celerra NS350              | 01/01/2012 | Computer Equip/Software | INTSRV | 5,666.67  | 0.00 | 0.00 | 0.00 | 5,666.67  | 5,666.67  | 0.00 | 0.00 | 0.00 | 5,666.67  |
| 000682 | 117-0 | Dell PowerEdge 1950            | 01/01/2012 | Computer Equip/Software | INTSRV | 5,666.67  | 0.00 | 0.00 | 0.00 | 5,666.67  | 5,666.67  | 0.00 | 0.00 | 0.00 | 5,666.67  |
| 000683 | 118-0 | Cisco ASA 5520                 | 01/01/2012 | Computer Equip/Software | INTSRV | 5,000.00  | 0.00 | 0.00 | 0.00 | 5,000.00  | 5,000.00  | 0.00 | 0.00 | 0.00 | 5,000.00  |
| 000684 | 119-0 | Cisco ASA 5520                 | 01/01/2012 | Computer Equip/Software | INTSRV | 5,000.00  | 0.00 | 0.00 | 0.00 | 5,000.00  | 5,000.00  | 0.00 | 0.00 | 0.00 | 5,000.00  |
| 000685 | 120-0 | Dell PowerEdge 2950            | 01/01/2012 | Computer Equip/Software | INTSRV | 4,166.67  | 0.00 | 0.00 | 0.00 | 4,166.67  | 4,166.67  | 0.00 | 0.00 | 0.00 | 4,166.67  |
| 000686 | 121-0 | Dell PowerEdge 2950            | 01/01/2012 | Computer Equip/Software | INTSRV | 4,166.67  | 0.00 | 0.00 | 0.00 | 4,166.67  | 4,166.67  | 0.00 | 0.00 | 0.00 | 4,166.67  |
| 000687 | 122-0 | Dell PowerEdge 2950            | 01/01/2012 | Computer Equip/Software | INTSRV | 4,166.67  | 0.00 | 0.00 | 0.00 | 4,166.67  | 4,166.67  | 0.00 | 0.00 | 0.00 | 4,166.67  |
| 000688 | 125-0 | Dell R900 Servers              | 01/01/2012 | Computer Equip/Software | INTSRV | 3,125.00  | 0.00 | 0.00 | 0.00 | 3,125.00  | 3,125.00  | 0.00 | 0.00 | 0.00 | 3,125.00  |
| 000689 | 126-0 | Dell R900 Servers              | 01/01/2012 | Computer Equip/Software | INTSRV | 3,125.00  | 0.00 | 0.00 | 0.00 | 3,125.00  | 3,125.00  | 0.00 | 0.00 | 0.00 | 3,125.00  |
| 000690 | 127-0 | Dell R900 Servers              | 01/01/2012 | Computer Equip/Software | INTSRV | 3,125.00  | 0.00 | 0.00 | 0.00 | 3,125.00  | 3,125.00  | 0.00 | 0.00 | 0.00 | 3,125.00  |
| 000691 | 128-0 | Dell R900 Servers              | 01/01/2012 | Computer Equip/Software | INTSRV | 3,125.00  | 0.00 | 0.00 | 0.00 | 3,125.00  | 3,125.00  | 0.00 | 0.00 | 0.00 | 3,125.00  |
| 000692 | 123-0 | Dell R900 Servers              | 01/01/2012 | Computer Equip/Software | INTSRV | 2,833.50  | 0.00 | 0.00 | 0.00 | 2,833.50  | 2,833.50  | 0.00 | 0.00 | 0.00 | 2,833.50  |
| 000693 | 124-0 | Dell R900 Servers              | 01/01/2012 | Computer Equip/Software | INTSRV | 2,833.50  | 0.00 | 0.00 | 0.00 | 2,833.50  | 2,833.50  | 0.00 | 0.00 | 0.00 | 2,833.50  |
| 000694 | 129-0 | Barracuda 600 (email firewall) | 01/01/2012 | Computer Equip/Software | INTSRV | 2,500.00  | 0.00 | 0.00 | 0.00 | 2,500.00  | 2,500.00  | 0.00 | 0.00 | 0.00 | 2,500.00  |
| 000695 | 130-0 | VS ProwMSDN ALNG LicSAPk MVL   | 04/01/2011 | Computer Equip/Software | INTSRV | 2,155.00  | 0.00 | 0.00 | 0.00 | 2,155.00  | 2,155.00  | 0.00 | 0.00 | 0.00 | 2,155.00  |
| 000696 | 131-0 | Dell SC1435 Server             | 01/01/2012 | Computer Equip/Software | INTSRV | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  |
| 000697 | 132-0 | Cisco 1700 Router              | 01/01/2012 | Computer Equip/Software | INTSRV | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  |
| 000698 | 133-0 | Cisco 2621 Router              | 01/01/2012 | Computer Equip/Software | INTSRV | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  |
| 000699 | 134-0 | EMC AX100                      | 01/01/2012 | Computer Equip/Software | INTSRV | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  |
| 000700 | 135-0 | Cisco 2801 (router)            | 01/01/2012 | Computer Equip/Software | INTSRV | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  |
| 000701 | 136-0 | Cisco 3750 (switches)          | 01/01/2012 | Computer Equip/Software | INTSRV | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  |
| 000702 | 137-0 | Cisco 3750 (switches)          | 01/01/2012 | Computer Equip/Software | INTSRV | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  |
| 000703 | 138-0 | Cisco 3750 (switches)          | 01/01/2012 | Computer Equip/Software | INTSRV | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  | 2,000.00  | 0.00 | 0.00 | 0.00 | 2,000.00  |
| 000704 | 139-0 | Dell Precision T5500           | 01/01/2012 | Computer Equip/Software | INTSRV | 1,500.00  | 0.00 | 0.00 | 0.00 | 1,500.00  | 1,500.00  | 0.00 | 0.00 | 0.00 | 1,500.00  |
| 000705 | 140-0 | Barracuda 400 (email firewall) | 01/01/2012 | Computer Equip/Software | INTSRV | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  |
| 000706 | 141-0 | Dell 1425 Server               | 01/01/2012 | Computer Equip/Software | INTSRV | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  |
| 000707 | 142-0 | Dell PowerEdge 2650            | 01/01/2012 | Computer Equip/Software | INTSRV | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  |
| 000708 | 143-0 | Microsoft Visual Studio Pro Ed | 04/01/2011 | Computer Equip/Software | INTSRV | 903.12    | 0.00 | 0.00 | 0.00 | 903.12    | 903.12    | 0.00 | 0.00 | 0.00 | 903.12    |
| 000709 | 144-0 | PowerEdge 2850                 | 01/01/2012 | Computer Equip/Software | INTSRV | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    |
| 000710 | 145-0 | PowerEdge 2850                 | 01/01/2012 | Computer Equip/Software | INTSRV | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    |
| 000711 | 146-0 | Raritan KVM Switch             | 01/01/2012 | Computer Equip/Software | INTSRV | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    |
| 000712 | 147-0 | IBM X3250 Voice Port System    | 01/01/2012 | Computer Equip/Software | INTSRV | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    |
| 000713 | 148-0 | Dell Precision 9150            | 01/01/2012 | Computer Equip/Software | INTSRV | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    |
| 000714 | 149-0 | Dell Precision 490             | 01/01/2012 | Computer Equip/Software | INTSRV | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    |
| 000715 | 150-0 | Dell Precision 490             | 01/01/2012 | Computer Equip/Software | INTSRV | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    |
| 000716 | 151-0 | Dell Precision 690             | 01/01/2012 | Computer Equip/Software | INTSRV | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    |
| 000717 | 152-0 | Dell Precision T1500           | 01/01/2012 | Computer Equip/Software | INTSRV | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    |
| 000718 | 153-0 | Dell Precision T1500           | 01/01/2012 | Computer Equip/Software | INTSRV | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    | 500.00    | 0.00 | 0.00 | 0.00 | 500.00    |
| 000719 | 170-0 | Printer                        | 01/01/2012 | Computer Equip/Software | ENGRAV | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  |
| 000720 | 175-0 | Network Device                 | 01/01/2012 | Computer Equip/Software | PACK   | 4,550.26  | 0.00 | 0.00 | 0.00 | 4,550.26  | 4,550.26  | 0.00 | 0.00 | 0.00 | 4,550.26  |
| 000721 | 176-0 | Prolmage OnColor ECO Software  | 02/01/2011 | Computer Equip/Software | WEB    | 19,676.50 | 0.00 | 0.00 | 0.00 | 19,676.50 | 19,676.50 | 0.00 | 0.00 | 0.00 | 19,676.50 |
| 000722 | 174-0 | Server                         | 12/09/2008 | Computer Equip/Software | WEB    | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  |
| 000723 | 178-0 | Server                         | 12/09/2008 | Computer Equip/Software | WEB    | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  | 4,627.78  | 0.00 | 0.00 | 0.00 | 4,627.78  |
| 000724 | 171-0 | Network Device                 | 10/22/2008 | Computer Equip/Software | WEB    | 4,550.00  | 0.00 | 0.00 | 0.00 | 4,550.00  | 4,550.00  | 0.00 | 0.00 | 0.00 | 4,550.00  |
| 000725 | 172-0 | Prolmage OnColor ECO Software  | 02/01/2011 | Computer Equip/Software | WEB    | 1,055.86  | 0.00 | 0.00 | 0.00 | 1,055.86  | 1,055.86  | 0.00 | 0.00 | 0.00 | 1,055.86  |
| 000726 | 023-0 | EFI - PSI Licenses             | 05/01/2010 | Computer Equip/Software | WEB    | 512.82    | 0.00 | 0.00 | 0.00 | 512.82    | 512.82    | 0.00 | 0.00 | 0.00 | 512.82    |
| 000727 | 079-0 | Server                         | 03/29/2011 | Computer Equip/Software | SHEET  | 4,327.78  | 0.00 | 0.00 | 0.00 | 4,327.78  | 4,327.78  | 0.00 | 0.00 | 0.00 | 4,327.78  |
| 000728 | 179-0 | Printer                        | 01/01/2012 | Computer Equip/Software | SHEET  | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  | 1,000.00  | 0.00 | 0.00 | 0.00 | 1,000.00  |
| 000729 | 180-0 | AVL DESIGN STD CS5 MAC UPG DS1 | 02/01/2011 | Computer Equip/Software | SHEET  | 632.96    | 0.00 | 0.00 | 0.00 | 632.96    | 632.96    | 0.00 | 0.00 | 0.00 | 632.96    |
| 000730 | 112-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | SHEET  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000731 | 181-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | SHEET  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000732 | 182-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | SHEET  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000733 | 183-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | SHEET  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000734 | 184-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | SHEET  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000735 | 185-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | SHEET  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000736 | 186-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | SHEET  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000737 | 187-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | SHEET  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000738 | 188-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | SHEET  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000739 | 189-0 | PC/Laptop/iPad                 | 01/01/2012 | Computer Equip/Software | SHEET  | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    | 585.00    | 0.00 | 0.00 | 0.00 | 585.00    |
| 000740 | 191-0 | Scanner</                      |            |                         |        |           |      |      |      |           |           |      |      |      |           |

|        |       |  |            |                         |         |           |      |      |      |           |           |          |      |      |           |
|--------|-------|--|------------|-------------------------|---------|-----------|------|------|------|-----------|-----------|----------|------|------|-----------|
| 000781 | 810-0 | MacBook Pro  | 02/01/2017 | Computer Equip/Software | TECH    | 3,580.68  | 0.00 | 0.00 | 0.00 | 3,580.68  | 1,372.60  | 179.03   | 0.00 | 0.00 | 1,551.63  |
| 000788 | 811-0 | laptop - A Chubb   | 02/01/2017 | Computer Equip/Software | ADMIN   | 1,862.92  | 0.00 | 0.00 | 0.00 | 1,862.92  | 714.12    | 93.14    | 0.00 | 0.00 | 807.26    |
| 000789 | 812-0 | spare computers/monitors to be used in various departments | 03/28/2017 | Computer Equip/Software | TECH    | 3,816.90  | 0.00 | 0.00 | 0.00 | 3,816.90  | 1,399.20  | 190.80   | 0.00 | 0.00 | 1,590.00  |
| 000796 | 819-0 | Sage 300c  | 03/01/2017 | Computer Equip/Software | ACCTNG  | 12,140.00 | 0.00 | 0.00 | 0.00 | 12,140.00 | 5,179.53  | 433.57   | 0.00 | 0.00 | 3,613.10  |
| 000797 | 820-0 | fixed asset software-lime and conversion                   | 03/01/2017 | Computer Equip/Software | TECH    | 3,330.00  | 0.00 | 0.00 | 0.00 | 3,330.00  | 1,165.50  | 166.50   | 0.00 | 0.00 | 1,332.00  |
| 000798 | 821-0 | hardware-storage area network                              | 03/11/2017 | Computer Equip/Software | TECH    | 53,890.41 | 0.00 | 0.00 | 0.00 | 53,890.41 | 19,759.82 | 2,694.52 | 0.00 | 0.00 | 22,454.34 |
| 000799 | 822-0 | laptops and bags for Editorial                             | 03/22/2017 | Computer Equip/Software | EDIT    | 1,864.39  | 0.00 | 0.00 | 0.00 | 1,864.39  | 652.54    | 93.22    | 0.00 | 0.00 | 745.76    |
| 000800 | 823-0 | 34 inch screen led monitor                                 | 03/31/2017 | Computer Equip/Software | ADMIN   | 940.89    | 0.00 | 0.00 | 0.00 | 940.89    | 329.31    | 47.04    | 0.00 | 0.00 | 376.35    |
| 000804 | 827-0 | laptop and bag Editorial                                   | 03/01/2017 | Computer Equip/Software | EDIT    | 939.46    | 0.00 | 0.00 | 0.00 | 939.46    | 344.47    | 46.97    | 0.00 | 0.00 | 391.44    |
| 000808 | 831-0 | spare pc's and monitors for various departmens             | 04/30/2017 | Computer Equip/Software | TECH    | 4,907.80  | 0.00 | 0.00 | 0.00 | 4,907.80  | 1,635.93  | 245.39   | 0.00 | 0.00 | 1,881.32  |
| 000809 | 832-0 | monitor for Ron Kozak                                      | 04/30/2017 | Computer Equip/Software | TECH    | 849.45    | 0.00 | 0.00 | 0.00 | 849.45    | 283.15    | 42.47    | 0.00 | 0.00 | 325.62    |
| 000810 | 833-0 | monitors for Executive                                     | 04/30/2017 | Computer Equip/Software | ADMIN   | 1,473.39  | 0.00 | 0.00 | 0.00 | 1,473.39  | 491.13    | 73.67    | 0.00 | 0.00 | 564.80    |
| 000811 | 834-0 | monitors for Executive                                     | 04/30/2017 | Computer Equip/Software | ADMIN   | 1,473.39  | 0.00 | 0.00 | 0.00 | 1,473.39  | 491.13    | 73.67    | 0.00 | 0.00 | 564.80    |
| 000812 | 835-0 | monitor for Steve Flank                                    | 04/30/2017 | Computer Equip/Software | ADVERT  | 932.79    | 0.00 | 0.00 | 0.00 | 932.79    | 310.93    | 46.64    | 0.00 | 0.00 | 357.57    |
| 000821 | 844-0 | laptop for Steve Flank                                     | 06/30/2017 | Computer Equip/Software | ADVERT  | 2,625.61  | 0.00 | 0.00 | 0.00 | 2,625.61  | 787.68    | 131.28   | 0.00 | 0.00 | 918.96    |
| 000822 | 845-0 | laptop Dave Kline  | 06/30/2017 | Computer Equip/Software | ADMIN   | 5,147.83  | 0.00 | 0.00 | 0.00 | 5,147.83  | 1,544.35  | 257.39   | 0.00 | 0.00 | 1,801.74  |
| 000823 | 846-0 | laptop Jennie Priest                                       | 06/30/2017 | Computer Equip/Software | ADMIN   | 2,625.61  | 0.00 | 0.00 | 0.00 | 2,625.61  | 787.68    | 131.28   | 0.00 | 0.00 | 918.96    |
| 000824 | 847-0 | laptop Kerry Weaver  | 06/30/2017 | Computer Equip/Software | TECH    | 1,752.02  | 0.00 | 0.00 | 0.00 | 1,752.02  | 525.60    | 87.60    | 0.00 | 0.00 | 613.20    |
| 000831 | 854-0 | lpad - Peter Barbey  | 07/01/2017 | Computer Equip/Software | ADMIN   | 826.79    | 0.00 | 0.00 | 0.00 | 826.79    | 248.04    | 41.34    | 0.00 | 0.00 | 289.38    |
| 000833 | 856-0 | MacPro and Acer  | 08/16/2017 | Computer Equip/Software | ADVERT  | 4,093.72  | 0.00 | 0.00 | 0.00 | 4,093.72  | 1,091.67  | 204.68   | 0.00 | 0.00 | 1,296.35  |
| 000834 | 857-0 | REM implementation-lockbox                                 | 08/18/2017 | Computer Equip/Software | CIRC    | 13,474.00 | 0.00 | 0.00 | 0.00 | 13,474.00 | 3,593.07  | 673.70   | 0.00 | 0.00 | 4,266.77  |
| 000840 | 863-0 | laptop for Joe Scott                                       | 10/19/2017 | Computer Equip/Software | TECH    | 2,411.32  | 0.00 | 0.00 | 0.00 | 2,411.32  | 562.65    | 120.56   | 0.00 | 0.00 | 683.21    |
| 000843 | 866-0 | replacement batteries for ups system outside IT            | 11/06/2017 | Computer Equip/Software | TECH    | 17,495.30 | 0.00 | 0.00 | 0.00 | 17,495.30 | 4,082.24  | 874.76   | 0.00 | 0.00 | 4,957.00  |
| 000845 | 868-0 | laptop and pwr bank adapter-Shawn Moliatu                  | 12/11/2017 | Computer Equip/Software | ADMIN   | 2,200.12  | 0.00 | 0.00 | 0.00 | 2,200.12  | 476.69    | 110.00   | 0.00 | 0.00 | 586.69    |
| 000847 | 870-0 | thermal label printer                                      | 01/01/2018 | Computer Equip/Software | CIRC    | 2,511.74  | 0.00 | 0.00 | 0.00 | 2,511.74  | 502.35    | 125.58   | 0.00 | 0.00 | 627.93    |
| 000849 | 872-0 | network switch for accounting/exec                         | 01/22/2018 | Computer Equip/Software | TECH    | 4,529.43  | 0.00 | 0.00 | 0.00 | 4,529.43  | 830.40    | 226.47   | 0.00 | 0.00 | 1,056.87  |
| 000850 | 873-0 | pc's & monitors for various departments                    | 01/31/2018 | Computer Equip/Software | TECH    | 2,787.80  | 0.00 | 0.00 | 0.00 | 2,787.80  | 511.10    | 139.39   | 0.00 | 0.00 | 650.49    |
| 000852 | 875-0 | laptop Lori Colon  | 02/07/2018 | Computer Equip/Software | ACCTNG  | 2,368.90  | 0.00 | 0.00 | 0.00 | 2,368.90  | 434.30    | 118.44   | 0.00 | 0.00 | 552.74    |
| 000854 | 877-0 | DTI project  | 02/28/2018 | Computer Equip/Software | CIRC    | 39,121.60 | 0.00 | 0.00 | 0.00 | 39,121.60 | 4,657.33  | 1,397.20 | 0.00 | 0.00 | 6,054.53  |
| 000855 | 878-0 | Neo project  | 02/28/2018 | Computer Equip/Software | ADVERT  | 26,983.78 | 0.00 | 0.00 | 0.00 | 26,983.78 | 3,212.36  | 963.70   | 0.00 | 0.00 | 4,176.06  |
| 000856 | 879-0 | Sage project   | 02/28/2018 | Computer Equip/Software | ACCTNG  | 55,263.55 | 0.00 | 0.00 | 0.00 | 55,263.55 | 6,578.99  | 1,973.69 | 0.00 | 0.00 | 8,552.68  |
| 000857 | 880-0 | hardware-storage area network                              | 03/10/2018 | Computer Equip/Software | TECH    | 53,890.41 | 0.00 | 0.00 | 0.00 | 53,890.41 | 8,981.74  | 2,694.52 | 0.00 | 0.00 | 11,676.22 |
| 000861 | 884-0 | ipad for Garry Lenton                                      | 04/13/2018 | Computer Equip/Software | EDIT    | 945.61    | 0.00 | 0.00 | 0.00 | 945.61    | 141.84    | 47.28    | 0.00 | 0.00 | 189.12    |
| 000862 | 885-0 | Sage project - REP   | 04/11/2018 | Computer Equip/Software | SHEET   | 19,620.00 | 0.00 | 0.00 | 0.00 | 19,620.00 | 2,102.14  | 700.71   | 0.00 | 0.00 | 2,802.85  |
| 000863 | 886-0 | imac for rep   | 04/24/2018 | Computer Equip/Software | SHEET   | 3,209.68  | 0.00 | 0.00 | 0.00 | 3,209.68  | 427.96    | 160.48   | 0.00 | 0.00 | 588.44    |
| 000866 | 889-0 | network switches for REP                                   | 05/01/2018 | Computer Equip/Software | TECH    | 10,891.44 | 0.00 | 0.00 | 0.00 | 10,891.44 | 1,452.19  | 544.57   | 0.00 | 0.00 | 1,996.76  |
| 000867 | 890-0 | monitor for Mike Foley                                     | 05/01/2018 | Computer Equip/Software | DIGITAL | 741.78    | 0.00 | 0.00 | 0.00 | 741.78    | 98.90     | 37.09    | 0.00 | 0.00 | 135.99    |
| 000868 | 891-0 | thermal printer  | 05/01/2018 | Computer Equip/Software | CIRC    | 2,067.32  | 0.00 | 0.00 | 0.00 | 2,067.32  | 275.64    | 103.36   | 0.00 | 0.00 | 379.00    |
| 000869 | 892-0 | hardware/network switches                                  | 06/01/2018 | Computer Equip/Software | TECH    | 16,317.29 | 0.00 | 0.00 | 0.00 | 16,317.29 | 1,903.68  | 815.86   | 0.00 | 0.00 | 2,719.54  |
| 000870 | 893-0 | laptop for Dario Paredes                                   | 06/21/2018 | Computer Equip/Software | TECH    | 3,278.83  | 0.00 | 0.00 | 0.00 | 3,278.83  | 327.88    | 163.94   | 0.00 | 0.00 | 491.82    |
| 000871 | 894-0 | laptop for Ron Kozak                                       | 06/21/2018 | Computer Equip/Software | TECH    | 3,923.57  | 0.00 | 0.00 | 0.00 | 3,923.57  | 392.36    | 196.17   | 0.00 | 0.00 | 588.53    |
| 000880 | 903-0 | phone upgrade-network switches                             | 08/03/2018 | Computer Equip/Software | TECH    | 16,325.24 | 0.00 | 0.00 | 0.00 | 16,325.24 | 1,360.44  | 816.26   | 0.00 | 0.00 | 2,176.70  |
| 000881 | 904-0 | network switches   | 08/20/2018 | Computer Equip/Software | TECH    | 21,751.08 | 0.00 | 0.00 | 0.00 | 21,751.08 | 1,450.07  | 1,087.55 | 0.00 | 0.00 | 2,537.62  |
| 000888 | 911-0 | additional entiry for 2018 sage 300 premium edition        | 10/18/2018 | Computer Equip/Software | TECH    | 4,770.00  | 0.00 | 0.00 | 0.00 | 4,770.00  | 159.00    | 238.50   | 0.00 | 0.00 | 397.50    |
| 000889 | 912-0 | DTI cloud project  | 10/31/2018 | Computer Equip/Software | CIRC    | 27,271.15 | 0.00 | 0.00 | 0.00 | 27,271.15 | 909.05    | 1,363.55 | 0.00 | 0.00 | 2,272.60  |
| 000890 | 913-0 | refurbished computers for Editorial design                 | 11/14/2018 | Computer Equip/Software | EDIT    | 10,684.80 | 0.00 | 0.00 | 0.00 | 10,684.80 | 445.20    | 667.80   | 0.00 | 0.00 | 1,113.00  |
| 000898 | 921-0 | IMAC 27 INCH-VV  | 12/31/2018 | Computer Equip/Software | TECH    | 1,424.00  | 0.00 | 0.00 | 0.00 | 1,424.00  | 0.00      | 142.40   | 0.00 | 0.00 | 142.40    |
| 000899 | 922-0 | macpro-VV  | 12/31/2018 | Computer Equip/Software | TECH    | 1,449.00  | 0.00 | 0.00 | 0.00 | 1,449.00  | 0.00      | 161.00   | 0.00 | 0.00 | 161.00    |
| 000900 | 923-0 | mac book air - VV  | 12/31/2018 | Computer Equip/Software | TECH    | 620.10    | 0.00 | 0.00 | 0.00 | 620.10    | 0.00      | 68.90    | 0.00 | 0.00 | 68.90     |
| 000901 | 924-0 | mac mini - VV  | 12/31/2018 | Computer Equip/Software | TECH    | 314.55    | 0.00 | 0.00 | 0.00 | 314.55    | 0.00      | 34.95    | 0.00 | 0.00 | 34.95     |
| 000902 | 925-0 | macbook air 11 inch - VV                                   | 12/31/2018 | Computer Equip/Software | TECH    | 750.80    | 0.00 | 0.00 | 0.00 | 750.80    | 0.00      | 83.40    | 0.00 | 0.00 | 83.40     |
| 000903 | 926-0 | dell optiplex 990 - VV                                     | 12/31/2018 | Computer Equip/Software | TECH    | 229.50    | 0.00 | 0.00 | 0.00 | 229.50    | 0.00      | 25.50    | 0.00 | 0.00 | 25.50     |
| 000904 | 927-0 | dell optiplex 990 - VV                                     | 12/31/2018 | Computer Equip/Software | TECH    | 229.50    | 0.00 | 0.00 | 0.00 | 229.50    | 0.00      | 25.50    | 0.00 | 0.00 | 25.50     |
| 000906 | 929-0 | dell optiplex 990 - VV                                     | 12/31/2018 | Computer Equip/Software | TECH    | 229.50    | 0.00 | 0.00 | 0.00 | 229.50    | 0.00      | 25.50    | 0.00 | 0.00 | 25.50     |
| 000907 | 930-0 | dell optiplex 990 - VV                                     | 12/31/2018 | Computer Equip/Software | TECH    | 229.50    | 0.00 | 0.00 | 0.00 | 229.50    | 0.00      | 25.50    | 0.00 | 0.00 | 25.50     |
| 000908 | 931-0 | mac pro - VV   | 12/31/2018 | Computer Equip/Software | TECH    | 1,502.67  | 0.00 | 0.00 | 0.00 | 1,502.67  | 0.00      | 161.00   | 0.00 | 0.00 | 161.00    |
| 000909 | 932-0 | mac pro - VV   | 12/31/2018 | Computer Equip/Software | TECH    | 1,502.67  | 0.00 | 0.00 | 0.00 | 1,502.67  | 0.00      | 161.00   | 0.00 | 0.00 | 161.00    |
| 000910 | 933-0 | mac pro - VV   | 12/31/2018 | Computer Equip/Software | TECH    | 1,502.67  | 0.00 | 0.00 | 0.00 | 1,502.67  | 0.00      | 161.00   | 0.00 | 0.00 | 161.00    |
| 000911 | 934-0 | mac pro - VV   | 12/31/2018 | Computer Equip/Software | TECH    | 1,502.67  | 0.00 | 0.00 | 0.00 | 1,502.67  | 0.00      | 161.00   | 0.00 | 0.00 | 161.00    |
| 000912 | 935-0 | macbook air 11 inch - VV                                   | 12/31/2018 | Computer Equip/Software | TECH    | 806.20    | 0.00 | 0.00 | 0.00 | 806.20    | 0.00      | 83.40    | 0.00 | 0.00 | 83.40     |
| 000913 | 936-0 | macbook air - VV   | 12/31/2018 | Computer Equip/Software | TECH    | 806.20    | 0.00 | 0.00 | 0.00 | 806.20    | 0.00      | 83.40    | 0.00 | 0.00 | 83.40     |
| 000914 | 937-0 | dell optiplex 990 - VV                                     | 12/31/2018 | Computer Equip/Software | TECH    | 229.50    | 0.00 | 0.00 | 0.00 | 229.50    | 0.00      | 25.50    | 0.00 | 0.00 | 25.50     |
| 000915 | 938-0 | dell optiplex 990 - VV                                     | 12/31/2018 | Computer Equip/Software | TECH    | 229.50    | 0.00 | 0.00 | 0.00 | 229.50    | 0.00      | 25.50    | 0.00 | 0.00 | 25.50     |
| 000916 | 939-0 | dell optiplex 990 - VV                                     | 12/31/2018 | Computer Equip/Software | TECH    | 229.50    | 0.00 | 0.00 | 0.00 | 229.50    | 0.00      | 25.50    | 0.00 | 0.00 | 25.50     |
| 000917 | 940-0 | dell optiplex 990 - VV                                     | 12/31/2018 | Computer Equip/Software | TECH    | 229.50    | 0.00 | 0.00 | 0.00 | 229.50    | 0.00      | 25.50    | 0.00 | 0.00 | 25.50     |
| 000918 | 941-0 | dell optiplex 990 - VV                                     | 12/31/2018 | Computer Equip/Software | TECH    | 229.50    | 0.00 | 0.00 | 0.00 | 229.50    | 0.00      | 25.50    | 0.00 | 0.00 | 25.50     |
| 000919 | 942-0 | macbook air 11 inch - VV                                   | 12/31/2018 | Computer Equip/Software | TECH    | 812.00    | 0.00 | 0.00 | 0.00 | 812.00    | 0.00      | 81.20    | 0.00 | 0.00 | 81.20     |
| 000920 | 943-0 | macbook air 13 inch - VV                                   | 12/31/2018 | Computer Equip/Software | TECH    | 812.00    | 0.00 | 0.00 | 0.00 | 812.00    | 0.00      | 81.20    | 0.00 | 0.00 | 81.20     |
| 000921 | 944-0 | mac book air - VV  | 12/31/2018 | Computer Equip/Software | TECH    | 654.50    | 0.00 | 0.00 | 0.00 | 654.50    | 0.00      | 65.45    | 0.00 | 0.00 | 65.45     |
| 000922 | 945-0 | macbook air 13 inch - VV                                   | 12/31/2018 | Computer Equip/Software | TECH    | 654.50    | 0.00 | 0.00 | 0.00 | 654.50    | 0.00      | 65.45    | 0.00 | 0.00 | 65.45     |
| 000923 | 946-0 | macbook air 13 inch - VV                                   | 12/31/2018 | Computer Equip/Software | TECH    | 654.50    | 0.00 | 0.00 | 0.00 | 654.50    | 0.00      | 65.45    | 0.00 | 0.00 | 65.45     |
| 000924 | 947-0 | macbook air 13 inch - VV                                   | 12/31/2018 | Computer Equip/Software | TECH    | 654.50    | 0.00 | 0.00 | 0.00 | 654.50    | 0.00      | 65.45    | 0.00 | 0.00 | 65.45     |
| 000925 | 948-0 |  |            |                         |         |           |      |      |      |           |           |          |      |      |           |

| Case No. | Item Description                         | Date       | Category             | Vendor | Price     | Quantity | Total Price | Unit Price | Quantity | Total Price | Unit Price | Quantity | Total Price | Unit Price | Quantity | Total Price | Unit Price | Quantity | Total Price |
|----------|--|------------|----------------------|--------|-----------|----------|-------------|------------|----------|-------------|------------|----------|-------------|------------|----------|-------------|------------|----------|-------------|
| 000054   | 10 chairs - Bev Boyer                    | 09/29/2016 | Furniture & Fixtures | EDIT   | 1,324.79  | 0.00     | 0.00        | 0.00       | 0.00     | 1,324.79    | 425.83     | 47.31    | 0.00        | 0.00       | 0.00     | 473.14      | 0.00       | 0.00     | 0.00        |
| 000089   | Lunchroom Project - Just Cabinets        | 11/15/2016 | Furniture & Fixtures | BLDSRV | 200.33    | 0.00     | 0.00        | 0.00       | 0.00     | 200.33      | 59.63      | 7.15     | 0.00        | 0.00       | 0.00     | 66.78       | 0.00       | 0.00     | 0.00        |
| 000090   | Lunchroom Project - Walmart              | 11/15/2016 | Furniture & Fixtures | BLDSRV | 19.92     | 0.00     | 0.00        | 0.00       | 0.00     | 19.92       | 5.94       | 0.71     | 0.00        | 0.00       | 0.00     | 6.65        | 0.00       | 0.00     | 0.00        |
| 000091   | Lunchroom Project - Ethosource           | 11/15/2016 | Furniture & Fixtures | BLDSRV | 3,222.40  | 0.00     | 0.00        | 0.00       | 0.00     | 3,222.40    | 959.04     | 115.08   | 0.00        | 0.00       | 0.00     | 1,074.12    | 0.00       | 0.00     | 0.00        |
| 000092   | Lunchroom Project - Ebay                 | 11/15/2016 | Furniture & Fixtures | BLDSRV | 39.85     | 0.00     | 0.00        | 0.00       | 0.00     | 39.85       | 11.86      | 1.42     | 0.00        | 0.00       | 0.00     | 13.28       | 0.00       | 0.00     | 0.00        |
| 000093   | Lunchroom Project - Lowes                | 11/15/2016 | Furniture & Fixtures | BLDSRV | 49.76     | 0.00     | 0.00        | 0.00       | 0.00     | 49.76       | 14.82      | 1.77     | 0.00        | 0.00       | 0.00     | 16.59       | 0.00       | 0.00     | 0.00        |
| 000094   | Lunchroom Project - Webstaurant Store    | 11/15/2016 | Furniture & Fixtures | BLDSRV | 69.95     | 0.00     | 0.00        | 0.00       | 0.00     | 69.95       | 20.82      | 2.49     | 0.00        | 0.00       | 0.00     | 23.31       | 0.00       | 0.00     | 0.00        |
| 000095   | Lunchroom Project - The Restaurant Store | 11/15/2016 | Furniture & Fixtures | BLDSRV | 31.74     | 0.00     | 0.00        | 0.00       | 0.00     | 31.74       | 9.46       | 1.13     | 0.00        | 0.00       | 0.00     | 10.59       | 0.00       | 0.00     | 0.00        |
| 000096   | Lunchroom Project - Feceras              | 11/15/2016 | Furniture & Fixtures | BLDSRV | 824.68    | 0.00     | 0.00        | 0.00       | 0.00     | 824.68      | 245.44     | 29.45    | 0.00        | 0.00       | 0.00     | 274.89      | 0.00       | 0.00     | 0.00        |
| 000097   | Lunchroom Project - Singer Equipment     | 11/15/2016 | Furniture & Fixtures | BLDSRV | 75.42     | 0.00     | 0.00        | 0.00       | 0.00     | 75.42       | 22.46      | 2.69     | 0.00        | 0.00       | 0.00     | 25.15       | 0.00       | 0.00     | 0.00        |
| 000098   | REP - AC Moore                           | 11/15/2016 | Furniture & Fixtures | SHEET  | 31.78     | 0.00     | 0.00        | 0.00       | 0.00     | 31.78       | 9.46       | 1.13     | 0.00        | 0.00       | 0.00     | 10.59       | 0.00       | 0.00     | 0.00        |
| 000099   | REP - Ethosource                         | 11/15/2016 | Furniture & Fixtures | SHEET  | 6,403.46  | 0.00     | 0.00        | 0.00       | 0.00     | 6,403.46    | 1,905.79   | 228.69   | 0.00        | 0.00       | 0.00     | 2,134.48    | 0.00       | 0.00     | 0.00        |
| 000100   | 804-0                                    | 11/30/2016 | Furniture & Fixtures | TECH   | 604.56    | 0.00     | 0.00        | 0.00       | 0.00     | 604.56      | 179.94     | 21.59    | 0.00        | 0.00       | 0.00     | 201.53      | 0.00       | 0.00     | 0.00        |
| 000105   | 809-0                                    | 12/31/2016 | Furniture & Fixtures | ADMIN  | 794.86    | 0.00     | 0.00        | 0.00       | 0.00     | 794.86      | 227.10     | 28.38    | 0.00        | 0.00       | 0.00     | 255.48      | 0.00       | 0.00     | 0.00        |
| 000118   | 154-0                                    | 01/01/2012 | Furniture & Fixtures | BLDSRV | 65,000.00 | 0.00     | 0.00        | 0.00       | 0.00     | 65,000.00   | 65,000.00  | 0.00     | 0.00        | 0.00       | 0.00     | 65,000.00   | 0.00       | 0.00     | 0.00        |
| 000167   | 230-0                                    | 01/01/2012 | Furniture & Fixtures | WEEU   | 384.88    | 0.00     | 0.00        | 0.00       | 0.00     | 384.88      | 384.64     | 0.00     | 0.00        | 0.00       | 0.00     | 384.64      | 0.00       | 0.00     | 0.00        |
| 000213   | 300-0                                    | 03/15/2012 | Furniture & Fixtures | SHEET  | 1,465.09  | 0.00     | 0.00        | 0.00       | 0.00     | 1,465.09    | 1,430.14   | 34.95    | 0.00        | 0.00       | 0.00     | 1,465.09    | 0.00       | 0.00     | 0.00        |
| 000261   | 359-0                                    | 10/24/2012 | Furniture & Fixtures | ADMIN  | 237.10    | 0.00     | 0.00        | 0.00       | 0.00     | 237.10      | 208.77     | 8.46     | 0.00        | 0.00       | 0.00     | 217.23      | 0.00       | 0.00     | 0.00        |
| 000262   | 360-0                                    | 10/16/2012 | Furniture & Fixtures | ADMIN  | 2,823.97  | 0.00     | 0.00        | 0.00       | 0.00     | 2,823.97    | 2,487.85   | 100.85   | 0.00        | 0.00       | 0.00     | 2,588.70    | 0.00       | 0.00     | 0.00        |
| 000265   | 363-0                                    | 08/29/2012 | Furniture & Fixtures | WEB    | 977.30    | 0.00     | 0.00        | 0.00       | 0.00     | 977.30      | 884.06     | 34.90    | 0.00        | 0.00       | 0.00     | 918.96      | 0.00       | 0.00     | 0.00        |
| 000302   | 401-0                                    | 04/15/2013 | Furniture & Fixtures | ADMIN  | 7,170.64  | 0.00     | 0.00        | 0.00       | 0.00     | 7,170.64    | 5,890.02   | 256.09   | 0.00        | 0.00       | 0.00     | 6,146.11    | 0.00       | 0.00     | 0.00        |
| 000306   | 405-0                                    | 04/01/2013 | Furniture & Fixtures | ADMIN  | 1,086.73  | 0.00     | 0.00        | 0.00       | 0.00     | 1,086.73    | 892.77     | 38.81    | 0.00        | 0.00       | 0.00     | 931.58      | 0.00       | 0.00     | 0.00        |
| 000313   | 412-0                                    | 05/16/2013 | Furniture & Fixtures | ADMIN  | 1,309.10  | 0.00     | 0.00        | 0.00       | 0.00     | 1,309.10    | 1,059.62   | 46.75    | 0.00        | 0.00       | 0.00     | 1,106.37    | 0.00       | 0.00     | 0.00        |
| 000323   | 422-0                                    | 07/26/2013 | Furniture & Fixtures | EDIT   | 1,537.00  | 0.00     | 0.00        | 0.00       | 0.00     | 1,537.00    | 1,207.71   | 54.89    | 0.00        | 0.00       | 0.00     | 1,262.60    | 0.00       | 0.00     | 0.00        |
| 000328   | 427-0                                    | 08/29/2013 | Furniture & Fixtures | EDIT   | 7,705.90  | 0.00     | 0.00        | 0.00       | 0.00     | 7,705.90    | 6,054.72   | 275.21   | 0.00        | 0.00       | 0.00     | 6,329.93    | 0.00       | 0.00     | 0.00        |
| 000329   | 428-0                                    | 08/29/2013 | Furniture & Fixtures | CIRC   | 577.65    | 0.00     | 0.00        | 0.00       | 0.00     | 577.65      | 453.96     | 20.63    | 0.00        | 0.00       | 0.00     | 474.59      | 0.00       | 0.00     | 0.00        |
| 000335   | 434-0                                    | 09/10/2013 | Furniture & Fixtures | EDIT   | 607.95    | 0.00     | 0.00        | 0.00       | 0.00     | 607.95      | 477.75     | 21.71    | 0.00        | 0.00       | 0.00     | 499.46      | 0.00       | 0.00     | 0.00        |
| 000372   | 471-0                                    | 01/28/2014 | Furniture & Fixtures | ACCTNG | 5,618.00  | 0.00     | 0.00        | 0.00       | 0.00     | 5,618.00    | 5,618.00   | 0.00     | 0.00        | 0.00       | 0.00     | 5,618.00    | 0.00       | 0.00     | 0.00        |
| 000373   | 472-0                                    | 01/28/2014 | Furniture & Fixtures | ADVERT | 10,780.20 | 0.00     | 0.00        | 0.00       | 0.00     | 10,780.20   | 10,780.20  | 0.00     | 0.00        | 0.00       | 0.00     | 10,780.20   | 0.00       | 0.00     | 0.00        |
| 000377   | 476-0                                    | 02/13/2014 | Furniture & Fixtures | PACK   | 506.68    | 0.00     | 0.00        | 0.00       | 0.00     | 506.68      | 355.83     | 18.09    | 0.00        | 0.00       | 0.00     | 373.92      | 0.00       | 0.00     | 0.00        |
| 000388   | 487-0                                    | 03/19/2014 | Furniture & Fixtures | MARKET | 720.80    | 0.00     | 0.00        | 0.00       | 0.00     | 720.80      | 497.67     | 25.74    | 0.00        | 0.00       | 0.00     | 523.41      | 0.00       | 0.00     | 0.00        |
| 000400   | 499-0                                    | 04/30/2014 | Furniture & Fixtures | ACCTNG | 8,980.85  | 0.00     | 0.00        | 0.00       | 0.00     | 8,980.85    | 6,094.05   | 320.74   | 0.00        | 0.00       | 0.00     | 6,414.79    | 0.00       | 0.00     | 0.00        |
| 000406   | 508-0                                    | 05/19/2014 | Furniture & Fixtures | ADMIN  | 755.43    | 0.00     | 0.00        | 0.00       | 0.00     | 755.43      | 503.56     | 26.98    | 0.00        | 0.00       | 0.00     | 530.54      | 0.00       | 0.00     | 0.00        |
| 000407   | 509-0                                    | 05/19/2014 | Furniture & Fixtures | ADMIN  | 1,009.50  | 0.00     | 0.00        | 0.00       | 0.00     | 1,009.50    | 673.06     | 36.05    | 0.00        | 0.00       | 0.00     | 709.11      | 0.00       | 0.00     | 0.00        |
| 000409   | 511-0                                    | 05/22/2014 | Furniture & Fixtures | CIRC   | 3,452.02  | 0.00     | 0.00        | 0.00       | 0.00     | 3,452.02    | 2,301.45   | 123.28   | 0.00        | 0.00       | 0.00     | 2,424.73    | 0.00       | 0.00     | 0.00        |
| 000410   | 512-0                                    | 05/22/2014 | Furniture & Fixtures | ADMIN  | 2,752.71  | 0.00     | 0.00        | 0.00       | 0.00     | 2,752.71    | 1,835.15   | 98.31    | 0.00        | 0.00       | 0.00     | 1,933.46    | 0.00       | 0.00     | 0.00        |
| 000412   | 514-0                                    | 06/16/2014 | Furniture & Fixtures | ADMIN  | 910.12    | 0.00     | 0.00        | 0.00       | 0.00     | 910.12      | 595.83     | 32.50    | 0.00        | 0.00       | 0.00     | 628.33      | 0.00       | 0.00     | 0.00        |
| 000421   | 523-0                                    | 07/25/2014 | Furniture & Fixtures | ADVERT | 580.80    | 0.00     | 0.00        | 0.00       | 0.00     | 580.80      | 373.29     | 20.74    | 0.00        | 0.00       | 0.00     | 394.03      | 0.00       | 0.00     | 0.00        |
| 000422   | 524-0                                    | 07/25/2014 | Furniture & Fixtures | PACK   | 290.39    | 0.00     | 0.00        | 0.00       | 0.00     | 290.39      | 186.75     | 10.37    | 0.00        | 0.00       | 0.00     | 197.12      | 0.00       | 0.00     | 0.00        |
| 000429   | 531-0                                    | 07/29/2014 | Furniture & Fixtures | BLDSRV | 1,020.26  | 0.00     | 0.00        | 0.00       | 0.00     | 1,020.26    | 655.95     | 36.43    | 0.00        | 0.00       | 0.00     | 692.38      | 0.00       | 0.00     | 0.00        |
| 000430   | 532-0                                    | 07/29/2014 | Furniture & Fixtures | ADMIN  | 1,070.07  | 0.00     | 0.00        | 0.00       | 0.00     | 1,070.07    | 687.93     | 38.21    | 0.00        | 0.00       | 0.00     | 726.14      | 0.00       | 0.00     | 0.00        |
| 000433   | 535-0                                    | 08/26/2014 | Furniture & Fixtures | EDIT   | 529.95    | 0.00     | 0.00        | 0.00       | 0.00     | 529.95      | 340.71     | 18.92    | 0.00        | 0.00       | 0.00     | 359.63      | 0.00       | 0.00     | 0.00        |
| 000438   | 540-0                                    | 08/26/2014 | Furniture & Fixtures | ENGRAV | 580.80    | 0.00     | 0.00        | 0.00       | 0.00     | 580.80      | 373.29     | 20.74    | 0.00        | 0.00       | 0.00     | 394.03      | 0.00       | 0.00     | 0.00        |
| 000451   | 598-0                                    | 10/31/2014 | Furniture & Fixtures | EDIT   | 614.80    | 0.00     | 0.00        | 0.00       | 0.00     | 614.80      | 395.25     | 21.95    | 0.00        | 0.00       | 0.00     | 417.20      | 0.00       | 0.00     | 0.00        |
| 000484   | 586-0                                    | 12/31/2014 | Furniture & Fixtures | EDIT   | 553.38    | 0.00     | 0.00        | 0.00       | 0.00     | 553.38      | 355.80     | 19.76    | 0.00        | 0.00       | 0.00     | 375.56      | 0.00       | 0.00     | 0.00        |
| 000487   | 589-0                                    | 12/31/2014 | Furniture & Fixtures | ADVERT | 29,762.15 | 0.00     | 0.00        | 0.00       | 0.00     | 29,762.15   | 19,132.80  | 1,062.93 | 0.00        | 0.00       | 0.00     | 20,195.73   | 0.00       | 0.00     | 0.00        |
| 000496   | 621-0                                    | 02/27/2015 | Furniture & Fixtures | ADVERT | 1,208.17  | 0.00     | 0.00        | 0.00       | 0.00     | 1,208.17    | 675.98     | 43.15    | 0.00        | 0.00       | 0.00     | 719.13      | 0.00       | 0.00     | 0.00        |
| 000519   | 553-0                                    | 04/30/2015 | Furniture & Fixtures | ADVERT | 750.79    | 0.00     | 0.00        | 0.00       | 0.00     | 750.79      | 402.24     | 26.81    | 0.00        | 0.00       | 0.00     | 429.05      | 0.00       | 0.00     | 0.00        |
| 000535   | 637-0                                    | 06/26/2015 | Furniture & Fixtures | BLDSRV | 1,184.49  | 0.00     | 0.00        | 0.00       | 0.00     | 1,184.49    | 606.33     | 42.30    | 0.00        | 0.00       | 0.00     | 648.63      | 0.00       | 0.00     | 0.00        |
| 000540   | 643-0                                    | 06/26/2015 | Furniture & Fixtures | ADVERT | 3,574.79  | 0.00     | 0.00        | 0.00       | 0.00     | 3,574.79    | 1,829.99   | 127.67   | 0.00        | 0.00       | 0.00     | 1,957.66    | 0.00       | 0.00     | 0.00        |
| 000542   | 645-0                                    | 06/26/2015 | Furniture & Fixtures | CIRC   | 10,732.50 | 0.00     | 0.00        | 0.00       | 0.00     | 10,732.50   | 5,494.05   | 383.30   | 0.00        | 0.00       | 0.00     | 5,877.35    | 0.00       | 0.00     | 0.00        |
| 000544   | 646-0                                    | 06/26/2015 | Furniture & Fixtures | WEEU   | 1,401.87  | 0.00     | 0.00        | 0.00       | 0.00     | 1,401.87    | 717.64     | 50.06    | 0.00        | 0.00       | 0.00     | 767.70      | 0.00       | 0.00     | 0.00        |
| 000547   | 649-0                                    | 06/26/2015 | Furniture & Fixtures | ADMIN  | 1,024.00  | 0.00     | 0.00        | 0.00       | 0.00     | 1,024.00    | 524.20     | 36.57    | 0.00        | 0.00       | 0.00     | 560.77      | 0.00       | 0.00     | 0.00        |
| 000570   | 672-0                                    | 11/30/2015 | Furniture & Fixtures | ADMIN  | 424.00    | 0.00     | 0.00        | 0.00       | 0.00     |             |            |          |             |            |          |             |            |          |             |

|        |       |                                |            |                       |        |               |      |      |           |               |              |            |           |      |              |
|--------|-------|--------------------------------|------------|-----------------------|--------|---------------|------|------|-----------|---------------|--------------|------------|-----------|------|--------------|
| 000130 | 165-0 | IR Compressed Air Dryer        | 01/01/2012 | Machinery & Equipment | BLDSRV | 2,500.00      | 0.00 | 0.00 | 0.00      | 2,500.00      | 1,749.84     | 62.50      | 0.00      | 0.00 | 1,812.34     |
| 000131 | 167-0 | Security Video Monitor System  | 01/01/2012 | Machinery & Equipment | BLDSRV | 2,000.00      | 0.00 | 0.00 | 0.00      | 2,000.00      | 1,999.84     | 0.00       | 0.00      | 0.00 | 1,999.84     |
| 000132 | 168-0 | Weightronix Scale Digital      | 01/01/2012 | Machinery & Equipment | BLDSRV | 1,800.00      | 0.00 | 0.00 | 0.00      | 1,800.00      | 1,260.00     | 45.00      | 0.00      | 0.00 | 1,305.00     |
| 000133 | 169-0 | Air Receiver Vessel, Vertical  | 01/01/2012 | Machinery & Equipment | BLDSRV | 1,500.00      | 0.00 | 0.00 | 0.00      | 1,500.00      | 1,050.00     | 37.50      | 0.00      | 0.00 | 1,087.50     |
| 000134 | 194-0 | 1999 Shinohara Printing Press  | 01/01/2012 | Machinery & Equipment | SHEET  | 35,000.00     | 0.00 | 0.00 | 0.00      | 35,000.00     | 24,500.16    | 875.00     | 0.00      | 0.00 | 25,375.16    |
| 000135 | 195-0 | Shinohara Printing Press       | 01/01/2012 | Machinery & Equipment | SHEET  | 35,000.00     | 0.00 | 0.00 | 0.00      | 35,000.00     | 24,500.16    | 875.00     | 0.00      | 0.00 | 25,375.16    |
| 000136 | 211-0 | Heidelberg Off-Set Print Press | 01/01/2012 | Machinery & Equipment | SHEET  | 35,000.00     | 0.00 | 0.00 | 0.00      | 35,000.00     | 24,500.16    | 875.00     | 0.00      | 0.00 | 25,375.16    |
| 000137 | 197-0 | MBO Binder Co. Folder System   | 01/01/2012 | Machinery & Equipment | SHEET  | 30,000.00     | 0.00 | 0.00 | 0.00      | 30,000.00     | 21,000.00    | 750.00     | 0.00      | 0.00 | 21,750.00    |
| 000138 | 198-0 | Colter & Peterson Paper Cutter | 01/01/2012 | Machinery & Equipment | SHEET  | 28,000.00     | 0.00 | 0.00 | 0.00      | 28,000.00     | 28,000.00    | 0.00       | 0.00      | 0.00 | 28,000.00    |
| 000139 | 199-0 | Presstek Off-Set Plate Maker   | 01/01/2012 | Machinery & Equipment | SHEET  | 20,000.00     | 0.00 | 0.00 | 0.00      | 20,000.00     | 17,499.84    | 625.00     | 0.00      | 0.00 | 18,124.84    |
| 000140 | 200-0 | Press Maintenance Room Equip   | 01/01/2012 | Machinery & Equipment | SHEET  | 15,000.00     | 0.00 | 0.00 | 0.00      | 15,000.00     | 15,000.00    | 0.00       | 0.00      | 0.00 | 15,000.00    |
| 000141 | 201-0 | AM Graphics Binding Machine    | 01/01/2012 | Machinery & Equipment | SHEET  | 14,000.00     | 0.00 | 0.00 | 0.00      | 14,000.00     | 13,999.84    | 0.00       | 0.00      | 0.00 | 13,999.84    |
| 000142 | 202-0 | Stahl Folder System w/Folders  | 01/01/2012 | Machinery & Equipment | SHEET  | 12,000.00     | 0.00 | 0.00 | 0.00      | 12,000.00     | 12,000.00    | 0.00       | 0.00      | 0.00 | 12,000.00    |
| 000143 | 203-0 | BQ440 PB4 Clamp Perfect Binder | 06/09/2011 | Machinery & Equipment | SHEET  | 12,000.00     | 0.00 | 0.00 | 0.00      | 12,000.00     | 8,400.00     | 300.00     | 0.00      | 0.00 | 8,700.00     |
| 000144 | 204-0 | Stahl Folder w/ Cross Folder   | 01/01/2012 | Machinery & Equipment | SHEET  | 10,000.00     | 0.00 | 0.00 | 0.00      | 10,000.00     | 6,999.84     | 250.00     | 0.00      | 0.00 | 7,249.84     |
| 000145 | 205-0 | Macey Binding Machine          | 01/01/2012 | Machinery & Equipment | SHEET  | 7,500.00      | 0.00 | 0.00 | 0.00      | 7,500.00      | 7,500.00     | 0.00       | 0.00      | 0.00 | 7,500.00     |
| 000146 | 206-0 | FMA, Inc. Coating Unit         | 01/01/2012 | Machinery & Equipment | SHEET  | 7,500.00      | 0.00 | 0.00 | 0.00      | 7,500.00      | 5,250.00     | 187.50     | 0.00      | 0.00 | 5,437.50     |
| 000147 | 207-0 | Press equipment                | 08/04/2011 | Machinery & Equipment | SHEET  | 4,000.00      | 0.00 | 0.00 | 0.00      | 4,000.00      | 2,799.84     | 100.00     | 0.00      | 0.00 | 2,899.84     |
| 000148 | 208-0 | Shanklin Shrink Wrapping Unit  | 01/01/2012 | Machinery & Equipment | SHEET  | 3,500.00      | 0.00 | 0.00 | 0.00      | 3,500.00      | 2,450.16     | 87.50      | 0.00      | 0.00 | 2,537.66     |
| 000149 | 196-0 | Heidelberg Off-Set Print Press | 01/01/2012 | Machinery & Equipment | SHEET  | 2,500.00      | 0.00 | 0.00 | 0.00      | 2,500.00      | 2,500.00     | 0.00       | 0.00      | 0.00 | 2,500.00     |
| 000150 | 213-0 | Burgess Ind Plate Washer       | 01/01/2012 | Machinery & Equipment | SHEET  | 1,200.00      | 0.00 | 0.00 | 0.00      | 1,200.00      | 1,200.00     | 0.00       | 0.00      | 0.00 | 1,200.00     |
| 000151 | 214-0 | SRS Register Punch             | 01/01/2012 | Machinery & Equipment | SHEET  | 1,000.00      | 0.00 | 0.00 | 0.00      | 1,000.00      | 699.84       | 25.00      | 0.00      | 0.00 | 724.84       |
| 000152 | 215-0 | Heat Seal Wrapper, 25"         | 01/01/2012 | Machinery & Equipment | SHEET  | 800.00        | 0.00 | 0.00 | 0.00      | 800.00        | 560.16       | 20.00      | 0.00      | 0.00 | 580.16       |
| 000168 | 234-0 | KBA Printing Press, 4 Color    | 01/01/2012 | Machinery & Equipment | WEB    | 10,500,000.00 | 0.00 | 0.00 | 0.00      | 10,500,000.00 | 4,418,750.00 | 131,250.00 | 0.00      | 0.00 | 4,550,000.00 |
| 000169 | 235-0 | Goss Conveyor System           | 01/01/2012 | Machinery & Equipment | WEB    | 225,000.00    | 0.00 | 0.00 | 0.00      | 225,000.00    | 157,500.00   | 5,625.00   | 0.00      | 0.00 | 163,125.00   |
| 000170 | 236-0 | Heidelberg 30 Pocket Inserter  | 01/01/2012 | Machinery & Equipment | WEB    | 200,000.00    | 0.00 | 0.00 | 0.00      | 200,000.00    | 140,000.16   | 5,000.00   | 0.00      | 0.00 | 145,000.16   |
| 000171 | 238-0 | Bundle Strapping Machines (12) | 01/01/2012 | Machinery & Equipment | WEB    | 135,000.00    | 0.00 | 0.00 | 0.00      | 135,000.00    | 135,000.00   | 0.00       | 0.00      | 0.00 | 135,000.00   |
| 000172 | 240-0 | P&D Equipment                  | 01/01/2012 | Machinery & Equipment | WEB    | 100,000.00    | 0.00 | 0.00 | 0.00      | 100,000.00    | 100,000.00   | 0.00       | 0.00      | 0.00 | 100,000.00   |
| 000173 | 241-0 | Fully Automated CTP System     | 01/01/2012 | Machinery & Equipment | WEB    | 100,000.00    | 0.00 | 0.00 | 0.00      | 100,000.00    | 46,666.89    | 1,666.66   | 0.00      | 0.00 | 48,333.55    |
| 000174 | 242-0 | Newspaper Conveyor System      | 01/01/2012 | Machinery & Equipment | WEB    | 90,000.00     | 0.00 | 0.00 | 0.00      | 90,000.00     | 90,000.00    | 0.00       | 0.00      | 0.00 | 90,000.00    |
| 000175 | 243-0 | Printing Ink Tank Farm         | 01/01/2012 | Machinery & Equipment | WEB    | 75,000.00     | 0.00 | 0.00 | 0.00      | 75,000.00     | 26,250.00    | 937.50     | 0.00      | 0.00 | 27,187.50    |
| 000176 | 244-0 | Heidelberg Rima Stacker (2)    | 01/01/2012 | Machinery & Equipment | WEB    | 50,000.00     | 0.00 | 0.00 | 0.00      | 50,000.00     | 49,999.84    | 0.00       | 0.00      | 0.00 | 49,999.84    |
| 000177 | 245-0 | Bundle Turning Conveyors (5)   | 01/01/2012 | Machinery & Equipment | WEB    | 50,000.00     | 0.00 | 0.00 | 0.00      | 50,000.00     | 35,000.16    | 1,250.00   | 0.00      | 0.00 | 36,250.16    |
| 000178 | 246-0 | 2007 Dainippon Screen Plate    | 01/01/2012 | Machinery & Equipment | WEB    | 40,000.00     | 0.00 | 0.00 | 40,000.00 | 40,000.00     | 0.00         | 0.00       | 40,000.00 | 0.00 | 40,000.00    |
| 000179 | 247-0 | 2007 Dainippon Screen Plate    | 01/01/2012 | Machinery & Equipment | WEB    | 40,000.00     | 0.00 | 0.00 | 40,000.00 | 40,000.00     | 40,000.00    | 0.00       | 0.00      | 0.00 | 40,000.00    |
| 000180 | 248-0 | Roller Conveyor System         | 01/01/2012 | Machinery & Equipment | WEB    | 40,000.00     | 0.00 | 0.00 | 0.00      | 40,000.00     | 40,000.00    | 0.00       | 0.00      | 0.00 | 40,000.00    |
| 000181 | 249-0 | Rock Built Mfg. Edge Trim Unit | 01/01/2012 | Machinery & Equipment | WEB    | 40,000.00     | 0.00 | 0.00 | 0.00      | 40,000.00     | 40,000.00    | 0.00       | 0.00      | 0.00 | 40,000.00    |
| 000182 | 250-0 | MullerMartini Saddle Stitcher  | 01/01/2012 | Machinery & Equipment | WEB    | 25,000.00     | 0.00 | 0.00 | 0.00      | 25,000.00     | 25,000.00    | 0.00       | 0.00      | 0.00 | 25,000.00    |
| 000183 | 265-0 | Press equipment                | 09/23/2011 | Machinery & Equipment | WEB    | 22,125.00     | 0.00 | 0.00 | 0.00      | 22,125.00     | 7,743.87     | 276.56     | 0.00      | 0.00 | 8,020.43     |
| 000184 | 264-0 | Press equipment                | 06/09/2011 | Machinery & Equipment | WEB    | 21,375.00     | 0.00 | 0.00 | 0.00      | 21,375.00     | 7,481.13     | 267.18     | 0.00      | 0.00 | 7,748.31     |
| 000185 | 253-0 | Heidelberg 3' Conveyors (5)    | 01/01/2012 | Machinery & Equipment | WEB    | 20,000.00     | 0.00 | 0.00 | 0.00      | 20,000.00     | 14,000.16    | 500.00     | 0.00      | 0.00 | 14,500.16    |
| 000186 | 254-0 | Heidelberg Incline Convey (5)  | 01/01/2012 | Machinery & Equipment | WEB    | 18,000.00     | 0.00 | 0.00 | 0.00      | 18,000.00     | 18,000.00    | 0.00       | 0.00      | 0.00 | 18,000.00    |
| 000187 | 255-0 | Hyster Forklift Truck w/Clamp  | 01/01/2012 | Machinery & Equipment | WEB    | 17,000.00     | 0.00 | 0.00 | 0.00      | 17,000.00     | 11,900.16    | 425.00     | 0.00      | 0.00 | 12,325.16    |
| 000188 | 256-0 | Hyster Forklift Truck w/Clamp  | 01/01/2012 | Machinery & Equipment | WEB    | 17,000.00     | 0.00 | 0.00 | 0.00      | 17,000.00     | 11,900.16    | 425.00     | 0.00      | 0.00 | 12,325.16    |
| 000189 | 262-0 | Press equipment                | 11/23/2011 | Machinery & Equipment | WEB    | 16,736.20     | 0.00 | 0.00 | 0.00      | 16,736.20     | 5,857.47     | 209.20     | 0.00      | 0.00 | 6,066.67     |
| 000190 | 258-0 | Stewart-Glapat Conveyors (4)   | 01/01/2012 | Machinery & Equipment | WEB    | 16,000.00     | 0.00 | 0.00 | 0.00      | 16,000.00     | 16,000.00    | 0.00       | 0.00      | 0.00 | 16,000.00    |
| 000191 | 260-0 | Support Equipment Comprising   | 01/01/2012 | Machinery & Equipment | WEB    | 15,000.00     | 0.00 | 0.00 | 0.00      | 15,000.00     | 15,000.00    | 0.00       | 0.00      | 0.00 | 15,000.00    |
| 000192 | 261-0 | Bundle Strapping Machines      | 01/01/2012 | Machinery & Equipment | WEB    | 12,000.00     | 0.00 | 0.00 | 0.00      | 12,000.00     | 12,000.00    | 0.00       | 0.00      | 0.00 | 12,000.00    |
| 000193 | 257-0 | Press equipment                | 07/12/2011 | Machinery & Equipment | WEB    | 10,081.00     | 0.00 | 0.00 | 0.00      | 10,081.00     | 3,528.15     | 126.01     | 0.00      | 0.00 | 3,654.16     |
| 000194 | 263-0 | Nissan Forklift Truck w/Clamp  | 01/01/2012 | Machinery & Equipment | WEB    | 10,000.00     | 0.00 | 0.00 | 0.00      | 10,000.00     | 10,000.00    | 0.00       | 0.00      | 0.00 | 10,000.00    |
| 000195 | 252-0 | Press equipment                | 07/13/2011 | Machinery & Equipment | WEB    | 9,598.87      | 0.00 | 0.00 | 0.00      | 9,598.87      | 3,359.82     | 119.98     | 0.00      | 0.00 | 3,479.80     |
| 000196 | 251-0 | Press equipment                | 11/09/2011 | Machinery & Equipment | WEB    | 9,028.91      | 0.00 | 0.00 | 0.00      | 9,028.91      | 3,160.11     | 112.86     | 0.00      | 0.00 | 3,272.97     |
| 000197 | 268-0 | Hyster LPG Forklift Truck      | 01/01/2012 | Machinery & Equipment | WEB    | 6,500.00      | 0.00 | 0.00 | 0.00      | 6,500.00      | 6,499.84     | 0.00       | 0.00      | 0.00 | 6,499.84     |
| 000198 | 267-0 | Hyster Forklift Truck,Stand In | 01/01/2012 | Machinery & Equipment | WEB    | 6,000.00      | 0.00 | 0.00 | 0.00      | 6,000.00      | 6,000.00     | 0.00       | 0.00      | 0.00 | 6,000.00     |
| 000199 | 266-0 | Hyster LPG Forklift Truck      | 01/01/2012 | Machinery & Equipment | WEB    | 6,000.00      | 0.00 | 0.00 | 0.00      | 6,000.00      | 6,000.00     | 0.00       | 0.00      | 0.00 | 6,000.00     |
| 000200 | 270-0 | Refurbished Waste Chopper      | 11/15/2011 | Machinery & Equipment | WEB    | 4,930.00      | 0.00 | 0.00 | 0.00      | 4,930.00      | 1,725.42     | 61.62      | 0.00      | 0.00 | 1,787.04     |
| 000201 | 271-0 | Big Joe Forklift Truck         | 01/01/2012 | Machinery & Equipment | WEB    | 3,500.00      | 0.00 | 0.00 | 0.00      | 3,500.00      | 3,499.84     | 0.00       | 0.00      | 0.00 | 3,499.84     |
| 000202 | 274-0 | Weightronix Digital Scale      | 01/01/2012 | Machinery & Equipment | WEB    | 1,800.00      | 0.00 | 0.00 | 0.00      | 1,800.00      | 1,800.00     | 0.00       | 0.00      | 0.00 | 1,800.00     |
| 000223 | 314-0 | Ink transfer roller            | 03/22/2012 | Machinery & Equipment | WEB    | 8,997.58      | 0.00 | 0.00 | 0.00      | 8,997.58      | 6,148.36     | 224.94     | 0.00      | 0.00 | 6,373.30     |
| 000234 | 331-0 | Spectrophotometer              | 06/30/2012 | Machinery & Equipment | SHEET  | 1,378.00      | 0.00 | 0.00 | 0.00      | 1,378.00      | 907.04       | 34.45      | 0.00      | 0.00 | 941.49       |
| 000285 | 384-0 | 3 year folder maintenance      | 01/25/2013 | Machinery & Equipment | WEB    | 38,257.90     | 0.00 | 0.00 | 0.00      | 38,257.90     | 38,257.90    | 0.00       | 0.00      | 0.00 | 38,257.90    |
| 000286 | 385-0 | installation - two folder      | 02/01/2013 | Machinery & Equipment | WEB    | 18,500.00     | 0.00 | 0.00 | 0.00      | 18,500.00     | 18,500.00    | 0.00       | 0.00      | 0.00 | 18,500.00    |
| 000290 | 389-0 | TWO FOLDER MAINTENANCE         | 02/11/2013 | Machinery & Equipment | WEB    | 18,500.00     | 0.00 | 0.00 | 0.00      | 18,500.00     | 18,500.00    | 0.00       | 0.00      | 0.00 | 18,500.00    |
| 000340 | 439-0 | BRAKE AMPLIFIER                | 11/21/2013 | Machinery & Equipment | WEB    | 5,914.89      | 0.00 | 0.00 | 0.00      | 5,914.89      | 5,914.89     | 0.00       | 0.00      | 0.00 | 5,914.89     |
| 000341 | 440-0 | REPAIR FILM ROLLER             | 11/21/2013 | Machinery & Equipment | WEB    | 1,663.02      | 0.00 | 0.00 | 0.00      | 1,663.02      | 1,663.02     | 0.00       | 0.00      | 0.00 | 1,663.02     |
| 000342 | 441-0 | LASER REPAIR ON PRESS          | 11/21/2013 | Machinery & Equipment | SHEET  | 4,412.45      | 0.00 | 0.00 | 0.00      | 4,412.45      | 4,412.45     | 0.00       | 0.00      | 0.00 | 4,412.45     |
| 000343 | 442-0 | FORK LIFT BATTERY              | 11/21/2013 | Machinery & Equipment | PACK   | 5,805.00      | 0.00 | 0.00 | 0.00      | 5,805.00      | 5,805.00     | 0.00       | 0.00      | 0.00 | 5,805.00     |
| 000344 | 443-0 | TOUCHSCREEN/FLUIDOS            | 11/21/2013 | Machinery & Equipment | WEB    | 4,974.55      | 0.00 | 0.00 | 0.00      | 4,974.55      | 4,974.55     | 0.00       | 0.00      | 0.00 | 4,974.55     |
| 000352 | 451-0 | NEW CONVEYER BELT AND INSTALL  | 12/26/2013 | Machinery & Equipment | WEB    | 3,578.18      | 0.00 | 0.00 | 0.00      | 3,578.18      | 3,578.18     | 0.00       | 0.00      | 0.00 | 3,578.18     |
| 000358 | 457-0 | new digital printer REP        | 12/23/2013 | Machinery & Equipment | SHEET  | 16,645.00     | 0.00 | 0.00 | 0.00      |               |              |            |           |      |              |

|        |       |  |            |                       |        |            |      |      |      |            |            |        |      |      |            |
|--------|-------|--|------------|-----------------------|--------|------------|------|------|------|------------|------------|--------|------|------|------------|
| 000417 | 519-0 | delivery table                             | 06/30/2014 | Machinery & Equipment | PACK   | 2,631.92   | 0.00 | 0.00 | 0.00 | 2,631.92   | 1,206.24   | 65.79  | 0.00 | 0.00 | 1,272.03   |
| 000431 | 533-0 | PORTABLE SOUND SYSTEM                      | 08/26/2014 | Machinery & Equipment | MARKET | 1,539.80   | 0.00 | 0.00 | 0.00 | 1,539.80   | 1,385.76   | 76.99  | 0.00 | 0.00 | 1,462.75   |
| 000434 | 536-0 | studio lights                              | 06/26/2014 | Machinery & Equipment | EDIT   | 2,607.22   | 0.00 | 0.00 | 0.00 | 2,607.22   | 2,346.42   | 130.36 | 0.00 | 0.00 | 2,476.78   |
| 000435 | 537-0 | 3 camcorders,6 microphones                 | 08/26/2014 | Machinery & Equipment | WEB    | 8,561.24   | 0.00 | 0.00 | 0.00 | 8,561.24   | 7,705.17   | 428.06 | 0.00 | 0.00 | 8,133.23   |
| 000454 | 556-0 | Hyster H50ft Forklift                      | 08/26/2014 | Machinery & Equipment | WEB    | 15,264.00  | 0.00 | 0.00 | 0.00 | 15,264.00  | 6,868.80   | 381.60 | 0.00 | 0.00 | 7,250.40   |
| 000460 | 562-0 | mobile and portable scanner                | 11/10/2014 | Machinery & Equipment | EDIT   | 2,056.37   | 0.00 | 0.00 | 0.00 | 2,056.37   | 925.44     | 51.41  | 0.00 | 0.00 | 976.85     |
| 000473 | 575-0 | repair power supply                        | 12/18/2014 | Machinery & Equipment | WEB    | 4,203.03   | 0.00 | 0.00 | 0.00 | 4,203.03   | 1,891.44   | 105.07 | 0.00 | 0.00 | 1,996.51   |
| 000474 | 576-0 | repair power supply-indramat               | 12/18/2014 | Machinery & Equipment | WEB    | 4,204.03   | 0.00 | 0.00 | 0.00 | 4,204.03   | 1,891.74   | 105.10 | 0.00 | 0.00 | 1,996.84   |
| 000475 | 577-0 | control board for ink supply               | 12/18/2014 | Machinery & Equipment | WEB    | 3,689.39   | 0.00 | 0.00 | 0.00 | 3,689.39   | 1,660.14   | 92.23  | 0.00 | 0.00 | 1,752.37   |
| 000478 | 580-0 | 4 camera's                                 | 12/31/2014 | Machinery & Equipment | EDIT   | 12,887.27  | 0.00 | 0.00 | 0.00 | 12,887.27  | 5,799.21   | 322.18 | 0.00 | 0.00 | 6,121.39   |
| 000492 | 594-0 | camera flash                               | 01/15/2015 | Machinery & Equipment | MARKET | 579.77     | 0.00 | 0.00 | 0.00 | 579.77     | 231.90     | 14.49  | 0.00 | 0.00 | 246.39     |
| 000493 | 595-0 | security system-court st guard booth       | 01/15/2015 | Machinery & Equipment | BLDSRV | 1,766.46   | 0.00 | 0.00 | 0.00 | 1,766.46   | 706.59     | 44.16  | 0.00 | 0.00 | 750.75     |
| 000494 | 596-0 | AED-court street guard booth               | 02/10/2015 | Machinery & Equipment | BLDSRV | 1,699.00   | 0.00 | 0.00 | 0.00 | 1,699.00   | 665.46     | 42.47  | 0.00 | 0.00 | 707.93     |
| 000499 | 601-0 | portable scanner                           | 03/19/2015 | Machinery & Equipment | EDIT   | 614.79     | 0.00 | 0.00 | 0.00 | 614.79     | 235.64     | 15.37  | 0.00 | 0.00 | 251.01     |
| 000500 | 602-0 | manual high lift skid jack                 | 03/19/2015 | Machinery & Equipment | PACK   | 1,253.12   | 0.00 | 0.00 | 0.00 | 1,253.12   | 480.33     | 31.32  | 0.00 | 0.00 | 511.65     |
| 000512 | 614-0 | motor                                      | 03/27/2015 | Machinery & Equipment | WEB    | 8,509.64   | 0.00 | 0.00 | 0.00 | 8,509.64   | 6,524.09   | 425.48 | 0.00 | 0.00 | 6,949.57   |
| 000514 | 616-0 | croMo pro proofer/printer                  | 04/30/2015 | Machinery & Equipment | SHEET  | 5,775.00   | 0.00 | 0.00 | 0.00 | 5,775.00   | 2,165.67   | 144.37 | 0.00 | 0.00 | 2,310.04   |
| 000527 | 629-0 | pallet jacks & stackers (used)             | 05/28/2015 | Machinery & Equipment | PACK   | 5,000.00   | 0.00 | 0.00 | 0.00 | 5,000.00   | 1,833.36   | 125.00 | 0.00 | 0.00 | 1,958.36   |
| 000533 | 635-0 | forklift                                   | 06/26/2015 | Machinery & Equipment | PACK   | 9,010.00   | 0.00 | 0.00 | 0.00 | 9,010.00   | 3,228.56   | 225.25 | 0.00 | 0.00 | 3,453.81   |
| 000548 | 650-0 | brake amplifier for press                  | 06/30/2015 | Machinery & Equipment | WEB    | 14,482.31  | 0.00 | 0.00 | 0.00 | 14,482.31  | 10,378.97  | 724.11 | 0.00 | 0.00 | 11,103.08  |
| 000556 | 658-0 | pump motor for Hyster E30HSD (forklift)    | 07/10/2015 | Machinery & Equipment | PACK   | 1,663.55   | 0.00 | 0.00 | 0.00 | 1,663.55   | 1,164.51   | 83.17  | 0.00 | 0.00 | 1,247.68   |
| 000557 | 659-0 | 2 Nikon SB-700 camera's                    | 07/15/2015 | Machinery & Equipment | EDIT   | 693.13     | 0.00 | 0.00 | 0.00 | 693.13     | 242.61     | 17.32  | 0.00 | 0.00 | 259.93     |
| 000561 | 663-0 | new brake on ejection & plate machine      | 08/25/2015 | Machinery & Equipment | SHEET  | 3,581.49   | 0.00 | 0.00 | 0.00 | 3,581.49   | 1,223.70   | 89.53  | 0.00 | 0.00 | 1,313.23   |
| 000568 | 670-0 | nikon camera                               | 10/23/2015 | Machinery & Equipment | EDIT   | 5,299.95   | 0.00 | 0.00 | 0.00 | 5,299.95   | 1,722.51   | 132.50 | 0.00 | 0.00 | 1,855.01   |
| 000569 | 671-0 | nikon camera                               | 10/23/2015 | Machinery & Equipment | EDIT   | 6,356.77   | 0.00 | 0.00 | 0.00 | 6,356.77   | 2,065.95   | 158.92 | 0.00 | 0.00 | 2,224.87   |
| 000574 | 676-0 | 2 Nikon camera                             | 11/30/2015 | Machinery & Equipment | EDIT   | 4,000.33   | 0.00 | 0.00 | 0.00 | 4,000.33   | 1,266.77   | 100.00 | 0.00 | 0.00 | 1,366.77   |
| 000576 | 678-0 | toro snowblower                            | 11/30/2015 | Machinery & Equipment | BLDSRV | 656.14     | 0.00 | 0.00 | 0.00 | 656.14     | 207.77     | 16.40  | 0.00 | 0.00 | 224.17     |
| 000577 | 679-0 | digital press                              | 12/15/2015 | Machinery & Equipment | SHEET  | 73,379.66  | 0.00 | 0.00 | 0.00 | 73,379.66  | 11,312.69  | 917.24 | 0.00 | 0.00 | 12,229.93  |
| 000579 | 681-0 | Nikon D4S camera                           | 12/15/2015 | Machinery & Equipment | EDIT   | 6,264.39   | 0.00 | 0.00 | 0.00 | 6,264.39   | 1,931.52   | 156.61 | 0.00 | 0.00 | 2,088.13   |
| 000745 | 209-0 | Toko Off-Set Printing Press                | 01/01/2012 | Machinery & Equipment | SHEET  | 2,500.00   | 0.00 | 0.00 | 0.00 | 2,500.00   | 2,500.00   | 0.00   | 0.00 | 0.00 | 2,500.00   |
| 000745 | 210-0 | Toko Off-Set Printing Press                | 01/01/2012 | Machinery & Equipment | SHEET  | 2,500.00   | 0.00 | 0.00 | 0.00 | 2,500.00   | 2,500.00   | 0.00   | 0.00 | 0.00 | 2,500.00   |
| 000746 | 212-0 | Lawson Paper Drill                         | 01/01/2012 | Machinery & Equipment | SHEET  | 1,500.00   | 0.00 | 0.00 | 0.00 | 1,500.00   | 1,500.00   | 0.00   | 0.00 | 0.00 | 1,500.00   |
| 000751 | 239-0 | Heidelberg Stackers                        | 01/01/2012 | Machinery & Equipment | WEB    | 120,000.00 | 0.00 | 0.00 | 0.00 | 120,000.00 | 120,000.00 | 0.00   | 0.00 | 0.00 | 120,000.00 |
| 000752 | 259-0 | Cheshire 7000 Video Jet Base               | 01/01/2012 | Machinery & Equipment | WEB    | 15,000.00  | 0.00 | 0.00 | 0.00 | 15,000.00  | 15,000.00  | 0.00   | 0.00 | 0.00 | 15,000.00  |
| 000753 | 269-0 | Hasler Folder Inserter                     | 01/01/2012 | Machinery & Equipment | WEB    | 5,000.00   | 0.00 | 0.00 | 0.00 | 5,000.00   | 5,000.00   | 0.00   | 0.00 | 0.00 | 5,000.00   |
| 000754 | 272-0 | Moore Form Detacher                        | 01/01/2012 | Machinery & Equipment | WEB    | 3,000.00   | 0.00 | 0.00 | 0.00 | 3,000.00   | 3,000.00   | 0.00   | 0.00 | 0.00 | 3,000.00   |
| 000755 | 273-0 | Toyota Forklift Truck, LPG                 | 01/01/2012 | Machinery & Equipment | WEB    | 2,500.00   | 0.00 | 0.00 | 0.00 | 2,500.00   | 2,500.00   | 0.00   | 0.00 | 0.00 | 2,500.00   |
| 000756 | 275-0 | Genicom Line Printer                       | 01/01/2012 | Machinery & Equipment | WEB    | 1,000.00   | 0.00 | 0.00 | 0.00 | 1,000.00   | 1,000.00   | 0.00   | 0.00 | 0.00 | 1,000.00   |
| 000757 | 276-0 | Printronix Line Printer                    | 01/01/2012 | Machinery & Equipment | WEB    | 1,000.00   | 0.00 | 0.00 | 0.00 | 1,000.00   | 1,000.00   | 0.00   | 0.00 | 0.00 | 1,000.00   |
| 000766 | 291-0 | battery                                    | 02/01/2012 | Machinery & Equipment | WEB    | 4,745.00   | 0.00 | 0.00 | 0.00 | 4,745.00   | 4,745.00   | 0.00   | 0.00 | 0.00 | 4,745.00   |
| 000769 | 295-0 | battery                                    | 01/26/2012 | Machinery & Equipment | WEB    | 6,548.68   | 0.00 | 0.00 | 0.00 | 6,548.68   | 6,548.68   | 0.00   | 0.00 | 0.00 | 6,548.68   |
| 000775 | 324-0 | Laser Counter for Stacker                  | 05/01/2012 | Machinery & Equipment | PACK   | 3,425.40   | 0.00 | 0.00 | 0.00 | 3,425.40   | 3,425.40   | 0.00   | 0.00 | 0.00 | 3,425.40   |
| 000777 | 318-0 | LASER COUNTER FOR STACKER                  | 06/04/2012 | Machinery & Equipment | PACK   | 3,400.00   | 0.00 | 0.00 | 0.00 | 3,400.00   | 3,400.00   | 0.00   | 0.00 | 0.00 | 3,400.00   |
| 000778 | 323-0 | LASER COUNTER FOR STACKER                  | 05/18/2012 | Machinery & Equipment | PACK   | 3,400.00   | 0.00 | 0.00 | 0.00 | 3,400.00   | 3,400.00   | 0.00   | 0.00 | 0.00 | 3,400.00   |
| 000779 | 328-0 | PRESS MOTOR                                | 06/04/2012 | Machinery & Equipment | WEB    | 4,071.60   | 0.00 | 0.00 | 0.00 | 4,071.60   | 4,071.60   | 0.00   | 0.00 | 0.00 | 4,071.60   |
| 000801 | 824-0 | 300-100170 enterprise envelope feeder      | 03/29/2017 | Machinery & Equipment | SHEET  | 5,300.00   | 0.00 | 0.00 | 0.00 | 5,300.00   | 927.50     | 132.50 | 0.00 | 0.00 | 1,060.00   |
| 000816 | 839-0 | 2 camera's and a microphone                | 05/31/2017 | Machinery & Equipment | EDIT   | 2,003.38   | 0.00 | 0.00 | 0.00 | 2,003.38   | 317.20     | 50.08  | 0.00 | 0.00 | 367.28     |
| 000837 | 860-0 | tabber/feeder-puts stickers on folded area | 09/05/2017 | Machinery & Equipment | SHEET  | 6,860.65   | 0.00 | 0.00 | 0.00 | 6,860.65   | 914.75     | 171.51 | 0.00 | 0.00 | 1,086.27   |
| 000859 | 882-0 | hyster towmotor battery                    | 03/15/2018 | Machinery & Equipment | WEB    | 6,729.00   | 0.00 | 0.00 | 0.00 | 6,729.00   | 560.75     | 168.22 | 0.00 | 0.00 | 728.97     |
| 000860 | 883-0 | eppi-screen fiber optic diode              | 03/15/2018 | Machinery & Equipment | WEB    | 4,944.12   | 0.00 | 0.00 | 0.00 | 4,944.12   | 412.01     | 123.60 | 0.00 | 0.00 | 535.61     |
| 000872 | 895-0 | portable spectrodensitometer               | 06/13/2018 | Machinery & Equipment | WEB    | 2,411.90   | 0.00 | 0.00 | 0.00 | 2,411.90   | 140.70     | 60.29  | 0.00 | 0.00 | 200.99     |
| 000879 | 902-0 | exchange vacuum pump                       | 07/30/2018 | Machinery & Equipment | SHEET  | 5,855.29   | 0.00 | 0.00 | 0.00 | 5,855.29   | 348.53     | 209.11 | 0.00 | 0.00 | 557.64     |
| 000882 | 905-0 | 2 press folders-maintenance/parts          | 08/24/2018 | Machinery & Equipment | WEB    | 59,234.20  | 0.00 | 0.00 | 0.00 | 59,234.20  | 2,820.69   | 211.50 | 0.00 | 0.00 | 4,936.19   |
| 000883 | 906-0 | low motor battery                          | 09/04/2018 | Machinery & Equipment | WEB    | 6,350.00   | 0.00 | 0.00 | 0.00 | 6,350.00   | 211.67     | 158.75 | 0.00 | 0.00 | 370.42     |
| 000897 | 920-0 | 2 batteries - tow motors                   | 12/01/2018 | Machinery & Equipment | PACK   | 3,304.00   | 0.00 | 0.00 | 0.00 | 3,304.00   | 27.53      | 82.60  | 0.00 | 0.00 | 110.13     |
| 000016 | 700-0 | Mast and Lighting - Will-Burt Company      | 02/19/2016 | Studio Equipment      | WEEU   | 941.68     | 0.00 | 0.00 | 0.00 | 941.68     | 533.63     | 47.08  | 0.00 | 0.00 | 580.71     |
| 000048 | 732-0 | SAGE Digital - SCMS                        | 07/19/2016 | Studio Equipment      | WEEU   | 2,349.48   | 0.00 | 0.00 | 0.00 | 2,349.48   | 1,135.59   | 117.47 | 0.00 | 0.00 | 1,253.06   |
| 000161 | 224-0 | Broadcasting equipment                     | 11/15/2011 | Studio Equipment      | WEEU   | 8,359.17   | 0.00 | 0.00 | 0.00 | 8,359.17   | 5,851.44   | 208.98 | 0.00 | 0.00 | 6,040.42   |
| 000162 | 227-0 | Auditronics Broadcast Console              | 01/01/2012 | Studio Equipment      | WEEU   | 2,266.18   | 0.00 | 0.00 | 0.00 | 2,266.18   | 1,586.10   | 56.65  | 0.00 | 0.00 | 1,642.75   |
| 000163 | 226-0 | Auditronics Broadcast Console              | 01/01/2012 | Studio Equipment      | WEEU   | 2,077.34   | 0.00 | 0.00 | 0.00 | 2,077.34   | 1,454.07   | 51.93  | 0.00 | 0.00 | 1,506.00   |
| 000164 | 225-0 | Auditronics Broadcast Console              | 01/01/2012 | Studio Equipment      | WEEU   | 1,888.49   | 0.00 | 0.00 | 0.00 | 1,888.49   | 1,322.07   | 47.21  | 0.00 | 0.00 | 1,369.28   |
| 000165 | 228-0 | AudioVault Server System                   | 01/01/2012 | Studio Equipment      | WEEU   | 1,888.49   | 0.00 | 0.00 | 0.00 | 1,888.49   | 1,322.07   | 47.21  | 0.00 | 0.00 | 1,369.28   |
| 000166 | 229-0 | Call In Telephone System                   | 01/01/2012 | Studio Equipment      | WEEU   | 377.70     | 0.00 | 0.00 | 0.00 | 377.70     | 377.70     | 0.00   | 0.00 | 0.00 | 377.70     |
| 000316 | 415-0 | TRANSMITTER/RECEIVER FOR                   | 05/01/2013 | Studio Equipment      | WEEU   | 3,459.30   | 0.00 | 0.00 | 0.00 | 3,459.30   | 1,960.35   | 86.48  | 0.00 | 0.00 | 2,046.83   |
| 000522 | 624-0 | comrex unit & mixer-studio equipment       | 04/30/2015 | Studio Equipment      | WEEU   | 7,188.00   | 0.00 | 0.00 | 0.00 | 7,188.00   | 2,695.50   | 179.70 | 0.00 | 0.00 | 2,875.20   |
| 000546 | 648-0 | WEEU Sound Room                            | 06/26/2015 | Studio Equipment      | WEEU   | 5,391.65   | 0.00 | 0.00 | 0.00 | 5,391.65   | 1,932.02   | 134.79 | 0.00 | 0.00 | 2,066.81   |
| 000549 | 651-0 | orange amplifier crush pro                 | 06/30/2015 | Studio Equipment      | WEEU   | 699.00     | 0.00 | 0.00 | 0.00 | 699.00     | 250.51     | 17.47  | 0.00 | 0.00 | 267.98     |
| 000550 | 652-0 | professional HD camcorder                  | 06/30/2015 | Studio Equipment      | WEEU   | 2,499.00   | 0.00 | 0.00 | 0.00 | 2,499.00   | 895.51     | 62.47  | 0.00 | 0.00 | 957.98     |
| 000558 | 660-0 | sound room video gear                      | 07/15/2015 | Studio Equipment      | WEEU   | 635.94     | 0.00 | 0.00 | 0.00 | 635.94     | 222.57     | 15.89  | 0.00 | 0.00 | 238.66     |
| 000566 | 668-0 | speakers                                   | 09/28/2015 | Studio Equipment      | WEEU   | 799.98     | 0.00 | 0.00 | 0.00 | 799.98     | 266.68     | 20.00  | 0.00 | 0.00 | 286.68     |
| 000747 | 224-1 | Broadcasting equip-WEEU                    | 01/01/2000 | Studio Equipment      | WEEU   | 156,669.00 | 0.00 | 0.00 | 0.00 | 156,669.00 | 156,669.00 | 0.00   | 0.00 | 0.00 | 156,669.00 |
| 000153 | 216-0 | AM Broadcast Towers (6 total)              | 01/01/2012 | WEEU Towers & Antenna | WEEU   |            |      |      |      |            |            |        |      |      |            |

| System No | Asset ID | Description   | Acquisition Date | Type                | Location | Beginning Cost | Acquisitions | Trans-In | Disposed Trans-Out | Ending Cost  | Prior Accum Depr | Curr YTD Expense | Accum Trans-In | Accum Disposition Trans-Out | Total Accum Depr |
|-----------|----------|---|------------------|---------------------|----------|----------------|--------------|----------|--------------------|--------------|------------------|------------------|----------------|-----------------------------|------------------|
| 000002    | 686-0    | Parts - Evans Mechanical                                      | 12/29/2015       | Bldg & Improvements | WEEU     | 10,782.89      | 0.00         | 0.00     | 0.00               | 10,782.89    | 2,156.58         | 179.71           | 0.00           | 0.00                        | 2,336.29         |
| 000013    | 697-0    | Hauck valve and Oil Nozzles - 3B Services, Inc.               | 02/11/2016       | Bldg & Improvements | BLDSRV   | 2,404.00       | 0.00         | 0.00     | 0.00               | 2,404.00     | 454.10           | 40.06            | 0.00           | 0.00                        | 494.16           |
| 000020    | 704-0    | New Panel and Box in Print - Pagoda Electric                  | 03/15/2016       | Bldg & Improvements | BLDSRV   | 2,910.45       | 0.00         | 0.00     | 0.00               | 2,910.45     | 533.59           | 48.50            | 0.00           | 0.00                        | 582.09           |
| 000022    | 706-0    | Shaft Bearings & Belt on Cooling Tower 2 - Trane              | 03/22/2016       | Bldg & Improvements | BLDSRV   | 5,674.00       | 0.00         | 0.00     | 0.00               | 5,674.00     | 1,040.24         | 94.56            | 0.00           | 0.00                        | 1,134.80         |
| 000037    | 721-0    | motor, capacitor, condenser fan motor - Evans Mechanical      | 05/20/2016       | Bldg & Improvements | BLDSRV   | 1,346.34       | 0.00         | 0.00     | 0.00               | 1,346.34     | 231.88           | 22.44            | 0.00           | 0.00                        | 254.32           |
| 000038    | 722-0    | Capacitor, blower wheel, motor - Evans Mechanical             | 05/09/2016       | Bldg & Improvements | BLDSRV   | 1,048.43       | 0.00         | 0.00     | 0.00               | 1,048.43     | 180.58           | 17.47            | 0.00           | 0.00                        | 198.05           |
| 000042    | 726-0    | HP Condenser Motors/ Microfarad capacitors - Evans Mechanical | 06/27/2016       | Bldg & Improvements | BLDSRV   | 1,476.60       | 0.00         | 0.00     | 0.00               | 1,476.60     | 246.10           | 24.61            | 0.00           | 0.00                        | 270.71           |
| 000049    | 733-0    | A.C. condenser fan motor - Evans Mechanical                   | 07/05/2016       | Bldg & Improvements | BLDSRV   | 1,212.11       | 0.00         | 0.00     | 0.00               | 1,212.11     | 195.29           | 20.20            | 0.00           | 0.00                        | 215.49           |
| 000050    | 734-0    | HP Condenser Motors/ Microfarad capacitors - Evans Mechanical | 07/13/2016       | Bldg & Improvements | BLDSRV   | 1,326.18       | 0.00         | 0.00     | 0.00               | 1,326.18     | 213.67           | 22.10            | 0.00           | 0.00                        | 235.77           |
| 000051    | 735-0    | 1 Horsepower condenser fan motor - Evans Mechanical           | 07/11/2016       | Bldg & Improvements | BLDSRV   | 849.54         | 0.00         | 0.00     | 0.00               | 849.54       | 136.88           | 14.16            | 0.00           | 0.00                        | 151.04           |
| 000052    | 736-0    | Step Controller Kit - Evans Mechanical, Inc.                  | 08/26/2016       | Bldg & Improvements | BLDSRV   | 4,896.74       | 0.00         | 0.00     | 0.00               | 4,896.74     | 761.72           | 81.61            | 0.00           | 0.00                        | 843.33           |
| 000055    | 739-0    | Pagoda Electrical Inc.  | 09/09/2016       | Bldg & Improvements | BLDSRV   | 782.87         | 0.00         | 0.00     | 0.00               | 782.87       | 117.43           | 13.04            | 0.00           | 0.00                        | 130.47           |
| 000056    | 740-0    | 2 new motors and condenser motors - Evans Mechanical, Inc.    | 09/06/2016       | Bldg & Improvements | BLDSRV   | 851.56         | 0.00         | 0.00     | 0.00               | 851.56       | 127.73           | 14.19            | 0.00           | 0.00                        | 141.92           |
| 000058    | 742-0    | Motor and installations - Evans Mechanical, Inc.              | 10/10/2016       | Bldg & Improvements | BLDSRV   | 2,732.35       | 0.00         | 0.00     | 0.00               | 2,732.35     | 394.68           | 45.54            | 0.00           | 0.00                        | 440.22           |
| 000062    | 746-0    | Lunchroom Project - Signpros                                  | 11/15/2016       | Bldg & Improvements | BLDSRV   | 371.00         | 0.00         | 0.00     | 0.00               | 371.00       | 51.52            | 6.18             | 0.00           | 0.00                        | 57.70            |
| 000063    | 747-0    | Lunchroom Project - Home Depot                                | 11/15/2016       | Bldg & Improvements | BLDSRV   | 2,058.85       | 0.00         | 0.00     | 0.00               | 2,058.85     | 285.96           | 34.31            | 0.00           | 0.00                        | 320.27           |
| 000064    | 748-0    | Lunchroom Project - PPG                                       | 11/15/2016       | Bldg & Improvements | BLDSRV   | 419.30         | 0.00         | 0.00     | 0.00               | 419.30       | 58.23            | 6.98             | 0.00           | 0.00                        | 65.21            |
| 000065    | 749-0    | Lunchroom Project - Pagoda Electric                           | 11/15/2016       | Bldg & Improvements | BLDSRV   | 8,261.78       | 0.00         | 0.00     | 0.00               | 8,261.78     | 1,147.48         | 137.69           | 0.00           | 0.00                        | 1,285.17         |
| 000066    | 750-0    | Lunchroom Project - Division 09                               | 11/15/2016       | Bldg & Improvements | BLDSRV   | 254.40         | 0.00         | 0.00     | 0.00               | 254.40       | 35.34            | 4.24             | 0.00           | 0.00                        | 39.58            |
| 000067    | 751-0    | Lunchroom Project - Supreme Ceiling                           | 11/15/2016       | Bldg & Improvements | BLDSRV   | 337.04         | 0.00         | 0.00     | 0.00               | 337.04       | 46.82            | 5.61             | 0.00           | 0.00                        | 52.43            |
| 000068    | 752-0    | Security Project - The Protection Bureau                      | 11/15/2016       | Bldg & Improvements | BLDSRV   | 22,239.00      | 0.00         | 0.00     | 0.00               | 22,239.00    | 3,088.75         | 370.65           | 0.00           | 0.00                        | 3,459.40         |
| 000069    | 753-0    | Security Project - Pagoda Electrical                          | 11/15/2016       | Bldg & Improvements | BLDSRV   | 308.26         | 0.00         | 0.00     | 0.00               | 308.26       | 42.82            | 5.13             | 0.00           | 0.00                        | 47.95            |
| 000070    | 754-0    | Security Project - Tyco                                       | 11/15/2016       | Bldg & Improvements | BLDSRV   | 2,981.25       | 0.00         | 0.00     | 0.00               | 2,981.25     | 414.07           | 49.68            | 0.00           | 0.00                        | 463.75           |
| 000071    | 755-0    | Security Project - Reading Elevator                           | 11/15/2016       | Bldg & Improvements | BLDSRV   | 225.00         | 0.00         | 0.00     | 0.00               | 225.00       | 31.25            | 3.75             | 0.00           | 0.00                        | 35.00            |
| 000072    | 756-0    | REP Office Project - PPG                                      | 11/15/2016       | Bldg & Improvements | SHEET    | 97.27          | 0.00         | 0.00     | 0.00               | 97.27        | 13.52            | 1.62             | 0.00           | 0.00                        | 15.14            |
| 000073    | 757-0    | REP Office Project - Home Depot                               | 11/15/2016       | Bldg & Improvements | SHEET    | 171.93         | 0.00         | 0.00     | 0.00               | 171.93       | 23.88            | 2.86             | 0.00           | 0.00                        | 26.74            |
| 000102    | 806-0    | Humidifier Unit   | 12/21/2016       | Bldg & Improvements | BLDSRV   | 3,082.78       | 0.00         | 0.00     | 0.00               | 3,082.78     | 411.04           | 51.38            | 0.00           | 0.00                        | 462.42           |
| 000110    | 012-0    | Bldg Improvements 345 Penn St                                 | 01/01/2012       | Bldg & Improvements | SHEET    | 40,284.80      | 0.00         | 0.00     | 0.00               | 40,284.80    | 18,799.35        | 671.41           | 0.00           | 0.00                        | 19,470.76        |
| 000111    | 013-0    | Improvements at 34 N. 4th                                     | 01/01/2012       | Bldg & Improvements | WEEU     | 25,909.30      | 0.00         | 0.00     | 0.00               | 25,909.30    | 12,090.99        | 431.82           | 0.00           | 0.00                        | 12,522.81        |
| 000112    | 012-1    | Bldg Improvements 345 Penn St                                 | 01/01/2012       | Bldg & Improvements | WEB      | 396,270.29     | 0.00         | 0.00     | 0.00               | 396,270.29   | 184,926.06       | 6,604.50         | 0.00           | 0.00                        | 191,530.56       |
| 000113    | 015-0    | Bldg Improvements 345 Penn St                                 | 01/01/2012       | Bldg & Improvements | WEB      | 2,345,029.55   | 0.00         | 0.00     | 0.00               | 2,345,029.55 | 1,094,347.02     | 39,083.82        | 0.00           | 0.00                        | 1,133,430.84     |
| 000114    | 018-0    | Building Improvements   | 11/17/2011       | Bldg & Improvements | WEB      | 42,730.16      | 0.00         | 0.00     | 0.00               | 42,730.16    | 19,940.76        | 712.17           | 0.00           | 0.00                        | 20,652.93        |
| 000115    | 017-0    | Building Improvements   | 05/10/2011       | Bldg & Improvements | WEB      | 19,800.00      | 0.00         | 0.00     | 0.00               | 19,800.00    | 9,240.00         | 330.00           | 0.00           | 0.00                        | 9,570.00         |
| 000116    | 016-0    | Building Improvements   | 11/03/2011       | Bldg & Improvements | WEB      | 6,170.00       | 0.00         | 0.00     | 0.00               | 6,170.00     | 2,879.43         | 102.83           | 0.00           | 0.00                        | 2,982.26         |
| 000207    | 287-0    | Bollards for Door Protection                                  | 01/10/2012       | Bldg & Improvements | BLDSRV   | 5,147.65       | 0.00         | 0.00     | 0.00               | 5,147.65     | 2,402.34         | 85.79            | 0.00           | 0.00                        | 2,488.13         |
| 000208    | 294-0    | old pressroom floor slab                                      | 02/01/2012       | Bldg & Improvements | PACK     | 57,070.00      | 0.00         | 0.00     | 0.00               | 57,070.00    | 26,315.83        | 951.16           | 0.00           | 0.00                        | 27,266.99        |
| 000219    | 307-0    | ROOF REPLACEMENT PROJECT                                      | 04/16/2012       | Bldg & Improvements | WEEU     | 16,662.50      | 0.00         | 0.00     | 0.00               | 16,662.50    | 7,498.14         | 277.70           | 0.00           | 0.00                        | 7,775.84         |
| 000220    | 308-0    | Installation of DVR & monitor                                 | 03/18/2012       | Bldg & Improvements | BLDSRV   | 1,817.65       | 0.00         | 0.00     | 0.00               | 1,817.65     | 828.14           | 30.29            | 0.00           | 0.00                        | 858.43           |
| 000221    | 309-0    | Compressor for heating & air                                  | 03/28/2012       | Bldg & Improvements | SHEET    | 2,474.70       | 0.00         | 0.00     | 0.00               | 2,474.70     | 1,141.19         | 41.24            | 0.00           | 0.00                        | 1,182.43         |
| 000225    | 317-0    | Roof replacement  | 05/19/2012       | Bldg & Improvements | WEEU     | 17,888.00      | 0.00         | 0.00     | 0.00               | 17,888.00    | 7,950.31         | 298.13           | 0.00           | 0.00                        | 8,248.44         |
| 000239    | 336-0    | install ups panel-runs network                                | 07/12/2012       | Bldg & Improvements | TECH     | 5,066.20       | 0.00         | 0.00     | 0.00               | 5,066.20     | 2,195.55         | 84.43            | 0.00           | 0.00                        | 2,279.98         |
| 000259    | 357-0    | Court St curb ramp at parking                                 | 11/15/2012       | Bldg & Improvements | BLDSRV   | 10,500.00      | 0.00         | 0.00     | 0.00               | 10,500.00    | 4,316.54         | 175.00           | 0.00           | 0.00                        | 4,491.54         |
| 000281    | 380-0    | fence- cage in PDC  | 01/29/2013       | Bldg & Improvements | WEB      | 1,375.00       | 0.00         | 0.00     | 0.00               | 1,375.00     | 550.05           | 22.91            | 0.00           | 0.00                        | 572.96           |
| 000289    | 388-0    | repair & install elevator                                     | 02/12/2013       | Bldg & Improvements | BLDSRV   | 10,918.00      | 0.00         | 0.00     | 0.00               | 10,918.00    | 10,918.00        | 0.00             | 0.00           | 0.00                        | 10,918.00        |
| 000293    | 392-0    | install water meter with radio                                | 03/04/2013       | Bldg & Improvements | BLDSRV   | 14,641.00      | 0.00         | 0.00     | 0.00               | 14,641.00    | 5,693.77         | 244.01           | 0.00           | 0.00                        | 5,937.78         |
| 000310    | 409-0    | built wall in new HR  | 05/16/2013       | Bldg & Improvements | ADMIN    | 6,119.04       | 0.00         | 0.00     | 0.00               | 6,119.04     | 2,311.50         | 101.98           | 0.00           | 0.00                        | 2,413.48         |
| 000317    | 416-0    | WORK DONE IN MAILROOM AREA                                    | 06/27/2013       | Bldg & Improvements | BLDSRV   | 6,653.72       | 0.00         | 0.00     | 0.00               | 6,653.72     | 2,476.81         | 110.89           | 0.00           | 0.00                        | 2,587.70         |
| 000318    | 417-0    | FLOOR IN P & D  | 06/27/2013       | Bldg & Improvements | WEB      | 6,950.00       | 0.00         | 0.00     | 0.00               | 6,950.00     | 2,586.90         | 115.83           | 0.00           | 0.00                        | 2,702.73         |
| 000321    | 420-0    | rebuild boiler  | 07/19/2013       | Bldg & Improvements | BLDSRV   | 62,536.40      | 0.00         | 0.00     | 0.00               | 62,536.40    | 22,929.87        | 1,042.27         | 0.00           | 0.00                        | 23,972.14        |
| 000325    | 424-0    | new compressor  | 07/22/2013       | Bldg & Improvements | BLDSRV   | 2,823.46       | 0.00         | 0.00     | 0.00               | 2,823.46     | 1,035.39         | 47.05            | 0.00           | 0.00                        | 1,082.44         |
| 000330    | 429-0    | NEW FLOOR P & D SUPERVISOR'S                                  | 08/07/2013       | Bldg & Improvements | WEB      | 766.06         | 0.00         | 0.00     | 0.00               | 766.06       | 766.06           | 0.00             | 0.00           | 0.00                        | 766.06           |
| 000332    | 550-0    | NEW COMPRESSOR  | 09/19/2013       | Bldg & Improvements | BLDSRV   | 9,486.99       | 0.00         | 0.00     | 0.00               | 9,486.99     | 9,486.99         | 0.00             | 0.00           | 0.00                        | 9,486.99         |
| 000376    | 475-0    | NEW MODULE & REPAIR   | 02/13/2014       | Bldg & Improvements | BLDSRV   | 2,544.54       | 0.00         | 0.00     | 0.00               | 2,544.54     | 834.14           | 42.41            | 0.00           | 0.00                        | 876.55           |
| 000389    | 488-0    | plunger pump for production                                   | 03/19/2014       | Bldg & Improvements | WEB      | 1,155.86       | 0.00         | 0.00     | 0.00               | 1,155.86     | 372.42           | 19.26            | 0.00           | 0.00                        | 391.68           |
| 000395    | 495-0    | misc parts for ac unit  | 04/14/2014       | Bldg & Improvements | BLDSRV   | 2,538.32       | 0.00         | 0.00     | 0.00               | 2,538.32     | 803.76           | 42.30            | 0.00           | 0.00                        | 846.06           |
| 000396    | 494-0    | misc parts for ac unit  | 04/14/2014       | Bldg & Improvements | BLDSRV   | 810.27         | 0.00         | 0.00     | 0.00               | 810.27       | 256.56           | 13.50            | 0.00           | 0.00                        | 270.06           |
| 000398    | 497-0    | radiator repair on  | 04/24/2014       | Bldg & Improvements | BLDSRV   | 1,280.02       | 0.00         | 0.00     | 0.00               | 1,280.02     | 405.33           | 21.33            | 0.00           | 0.00                        | 426.66           |
| 000399    | 498-0    | electrical work for new                                       | 04/30/2014       | Bldg & Improvements | ACCTNG   | 9,686.32       | 0.00         | 0.00     | 0.00               | 9,686.32     | 3,067.29         | 161.44           | 0.00           | 0.00                        | 3,228.73         |
| 000404    | 506-0    | replace reheat coil   | 05/19/2014       | Bldg & Improvements | BLDSRV   | 3,040.00       | 0.00         | 0.00     | 0.00               | 3,040.00     | 945.81           | 50.66            | 0.00           | 0.00                        | 996.47           |
| 000414    | 516-0    | NEW RUG EXECUTIVE   | 06/20/2014       | Bldg & Improvements | ADMIN    | 17,046.42      | 0.00         | 0.00     | 0.00               | 17,046.42    | 5,208.59         | 284.10           | 0.00           | 0.00                        | 5,492.69         |
| 000416    | 518-0    | studio foam wedges for sound                                  | 06/30/2014       | Bldg & Improvements | EDIT     | 1,141.62       | 0.00         | 0.00     | 0.00               | 1,141.62     | 747.48           | 40.77            | 0.00           | 0.00                        | 788.25           |
| 000425    | 527-0    | new flooring for photo studio                                 | 07/25/2014       | Bldg & Improvements | EDIT     | 1,787.72       | 0.00         | 0.00     | 0.00               | 1,787.72     | 536.28           | 29.79            | 0.00           | 0.00                        | 566.07           |
| 000427    | 529-0    | new carpet  | 07/25/2014       | Bldg & Improvements | WEEU     | 1,000.00       | 0.00         | 0.00     | 0.00               | 1,000.00     | 300.09           | 16.66            | 0.00           | 0.00                        | 316.75           |
| 000432    | 534-0    | ACOUSTIC PANELS FOR NEW                                       | 08/26/2014       | Bldg & Improvements | EDIT     | 570.81         | 0.00         | 0.00     | 0.00               | 570.81       | 171.21           | 9.51             | 0.00           | 0.00                        | 180.72           |
| 000440    | 542-0    | auto switch control-boiler                                    | 08/31/2014       | Bldg & Improvements | BLDSRV   | 1,535.00       | 0.00         | 0.00     | 0.00               | 1,535.00     | 460.53           | 25.58            | 0.00           | 0.00                        | 486.11           |
| 000441    | 543-0    | new heating coil  | 08/31/2014       | Bldg & Improvements | BLDSRV   | 5,511.00       | 0.00         | 0.00     | 0.00               | 5,511.00     | 1,653.36         | 91.85            | 0.00           | 0.00                        | 1,745.21         |
| 000443    | 545-0    | wall graphics WEEU & REC                                      | 09/04/2014       | Bldg & Improvements | ADMIN    | 991.10         | 0.00         | 0.00     | 0.00               | 991.10       | 991.10           | 0.00             | 0.00           | 0.00                        | 991.10           |
| 000444    | 546-0    | studiofoam wedge  | 09/25/2014       | Bldg & Improvements | EDIT     | 570.81         | 0.00         | 0.00     | 0.00               | 570.81       | 171.21           | 9.51             | 0.00           | 0.00                        | 180.72           |
| 000445    | 547-0    | phase 2 concrete floor  | 09/03/2014       | Bldg & Improvements | WEB      | 19,314.00      |              |          |                    |              |                  |                  |                |                             |                  |

|        |          |   |   |         |                     |             |             |             |                     |                     |                  |             |             |                     |
|--------|----------|---|---|---------|---------------------|-------------|-------------|-------------|---------------------|---------------------|------------------|-------------|-------------|---------------------|
| 000530 | 632-0    | thermostat valves for air unit                  | 06/26/2015 Bldg & Improvements                | BLDSRV  | 3,294.46            | 0.00        | 0.00        | 0.00        | 3,294.46            | 786.99              | 54.90            | 0.00        | 0.00        | 841.89              |
| 000536 | 638-0    | rug-first floor                                 | 06/18/2015 Bldg & Improvements                | WEEU    | 2,401.98            | 0.00        | 0.00        | 0.00        | 2,401.98            | 573.77              | 40.03            | 0.00        | 0.00        | 613.80              |
| 000537 | 639-0    | replace reheat coil in stairway to marketing    | 06/26/2015 Bldg & Improvements                | BLDSRV  | 2,935.00            | 0.00        | 0.00        | 0.00        | 2,935.00            | 701.18              | 48.91            | 0.00        | 0.00        | 750.09              |
| 000539 | 641-0    | replace damaged supply fan on air unit          | 06/24/2015 Bldg & Improvements                | BLDSRV  | 19,642.00           | 0.00        | 0.00        | 0.00        | 19,642.00           | 4,692.25            | 327.36           | 0.00        | 0.00        | 5,019.61            |
| 000541 | 642-0    | Advertising project #2                          | 06/26/2015 Bldg & Improvements                | ADVERT  | 6,725.59            | 0.00        | 0.00        | 0.00        | 6,725.59            | 1,606.63            | 112.09           | 0.00        | 0.00        | 1,718.72            |
| 000543 | 644-0    | Circulation project #2                          | 06/26/2015 Bldg & Improvements                | BLDSRV  | 6,213.86            | 0.00        | 0.00        | 0.00        | 6,213.86            | 1,484.42            | 103.56           | 0.00        | 0.00        | 1,587.98            |
| 000545 | 647-0    | WEEU Sound Room                                 | 06/26/2015 Bldg & Improvements                | WEEU    | 3,587.82            | 0.00        | 0.00        | 0.00        | 3,587.82            | 857.08              | 59.79            | 0.00        | 0.00        | 916.87              |
| 000554 | 656-0    | removal & replace roof down to steel decking    | 07/10/2015 Bldg & Improvements                | BLDSRV  | 5,350.00            | 0.00        | 0.00        | 0.00        | 5,350.00            | 1,248.33            | 89.16            | 0.00        | 0.00        | 1,337.49            |
| 000555 | 657-0    | replace sprinkler heads - old bldg              | 07/10/2015 Bldg & Improvements                | BLDSRV  | 2,500.00            | 0.00        | 0.00        | 0.00        | 2,500.00            | 583.35              | 41.66            | 0.00        | 0.00        | 625.01              |
| 000559 | 661-0    | condenser fan motor                             | 07/17/2015 Bldg & Improvements                | BLDSRV  | 985.58              | 0.00        | 0.00        | 0.00        | 985.58              | 230.01              | 16.42            | 0.00        | 0.00        | 246.43              |
| 000560 | 662-0    | door alarms                                     | 07/17/2015 Bldg & Improvements                | BLDSRV  | 2,100.00            | 0.00        | 0.00        | 0.00        | 2,100.00            | 490.02              | 35.00            | 0.00        | 0.00        | 525.02              |
| 000562 | 664-0    | water gauge & sprinkler heads new bldg          | 08/25/2015 Bldg & Improvements                | BLDSRV  | 1,640.00            | 0.00        | 0.00        | 0.00        | 1,640.00            | 373.54              | 27.33            | 0.00        | 0.00        | 400.87              |
| 000564 | 666-0    | new water meter                                 | 08/25/2015 Bldg & Improvements                | BLDSRV  | 3,226.00            | 0.00        | 0.00        | 0.00        | 3,226.00            | 734.81              | 53.76            | 0.00        | 0.00        | 788.57              |
| 000575 | 677-0    | new sprinklers (old bldg)                       | 11/30/2015 Bldg & Improvements                | BLDSRV  | 8,720.00            | 0.00        | 0.00        | 0.00        | 8,720.00            | 1,840.87            | 145.33           | 0.00        | 0.00        | 1,986.20            |
| 000580 | 682-0    | REP project-                                    | 12/31/2015 Bldg & Improvements                | SHEET   | 26,489.15           | 0.00        | 0.00        | 0.00        | 26,489.15           | 5,444.98            | 441.48           | 0.00        | 0.00        | 5,886.46            |
| 000584 | 014-0    | Bldg improvements 345 Penn St                   | 01/01/1995 Bldg & Improvements                | SHEET   | 106,779.00          | 0.00        | 0.00        | 0.00        | 106,779.00          | 106,779.00          | 0.00             | 0.00        | 0.00        | 106,779.00          |
| 000585 | 013-1    | Bldg improvements 34 N. 4th St                  | 12/12/2012 Bldg & Improvements                | WEEU    | 381,264.46          | 0.00        | 0.00        | 0.00        | 381,264.46          | 381,264.46          | 0.00             | 0.00        | 0.00        | 381,264.46          |
| 000781 | 364-0    | wireless camera & intallation                   | 12/17/2012 Bldg & Improvements                | BLDSRV  | 2,679.40            | 0.00        | 0.00        | 0.00        | 2,679.40            | 2,679.40            | 0.00             | 0.00        | 0.00        | 2,679.40            |
| 000795 | 818-0    | motor for front of boiler                       | 03/03/2017 Bldg & Improvements                | BLDSRV  | 1,425.26            | 0.00        | 0.00        | 0.00        | 1,425.26            | 174.20              | 23.75            | 0.00        | 0.00        | 197.95              |
| 000806 | 829-0    | guard booth project                             | 03/31/2017 Bldg & Improvements                | BLDSRV  | 13,242.31           | 0.00        | 0.00        | 0.00        | 13,242.31           | 1,544.94            | 220.70           | 0.00        | 0.00        | 1,765.64            |
| 000815 | 838-0    | new compressor                                  | 05/01/2017 Bldg & Improvements                | BLDSRV  | 14,150.00           | 0.00        | 0.00        | 0.00        | 14,150.00           | 1,572.22            | 235.83           | 0.00        | 0.00        | 1,808.05            |
| 000818 | 06012017 | tinted window-accounting                        | 06/01/2017 Bldg & Improvements                | BLDSRV  | 1,004.69            | 0.00        | 0.00        | 0.00        | 1,004.69            | 106.05              | 16.74            | 0.00        | 0.00        | 122.79              |
| 000819 | 842-0    | tinted window-exec                              | 06/15/2017 Bldg & Improvements                | BLDSRV  | 1,228.05            | 0.00        | 0.00        | 0.00        | 1,228.05            | 129.63              | 20.46            | 0.00        | 0.00        | 150.09              |
| 000820 | 843-0    | press room floor plate support beams            | 06/27/2017 Bldg & Improvements                | BLDSRV  | 6,390.00            | 0.00        | 0.00        | 0.00        | 6,390.00            | 639.00              | 106.50           | 0.00        | 0.00        | 745.50              |
| 000828 | 851-0    | IT project - paint,electric, etc.               | 07/30/2017 Bldg & Improvements                | TECH    | 3,102.85            | 0.00        | 0.00        | 0.00        | 3,102.85            | 293.05              | 51.71            | 0.00        | 0.00        | 344.76              |
| 000829 | 852-0    | Circulation project - B Lobb office, conf. room | 07/30/2017 Bldg & Improvements                | CIRC    | 11,391.82           | 0.00        | 0.00        | 0.00        | 11,391.82           | 1,075.90            | 189.86           | 0.00        | 0.00        | 1,265.76            |
| 000830 | 853-0    | new compressor WEEU                             | 07/25/2017 Bldg & Improvements                | WEEU    | 6,488.49            | 0.00        | 0.00        | 0.00        | 6,488.49            | 612.81              | 108.14           | 0.00        | 0.00        | 720.95              |
| 000835 | 858-0    | replace 200 sprinkler heads in new bldg         | 09/14/2017 Bldg & Improvements                | BLDSRV  | 16,378.50           | 0.00        | 0.00        | 0.00        | 16,378.50           | 1,455.87            | 272.97           | 0.00        | 0.00        | 1,728.84            |
| 000836 | 859-0    | Kone drive unit                                 | 09/21/2017 Bldg & Improvements                | BLDSRV  | 12,746.00           | 0.00        | 0.00        | 0.00        | 12,746.00           | 1,062.16            | 212.43           | 0.00        | 0.00        | 1,274.59            |
| 000838 | 861-0    | roof project                                    | 10/17/2017 Bldg & Improvements                | BLDSRV  | 251,168.99          | 0.00        | 0.00        | 0.00        | 251,168.99          | 19,535.37           | 4,186.15         | 0.00        | 0.00        | 23,721.52           |
| 000839 | 862-0    | Reznor Unit hanging heater                      | 10/31/2017 Bldg & Improvements                | WEEU    | 7,432.00            | 0.00        | 0.00        | 0.00        | 7,432.00            | 578.06              | 123.86           | 0.00        | 0.00        | 701.92              |
| 000842 | 865-0    | roof project-additional costs                   | 10/31/2017 Bldg & Improvements                | BLDSRV  | 13,149.70           | 0.00        | 0.00        | 0.00        | 13,149.70           | 1,022.76            | 219.16           | 0.00        | 0.00        | 1,241.92            |
| 000844 | 867-0    | steam valve and actuator                        | 12/12/2017 Bldg & Improvements                | BLDSRV  | 2,586.00            | 0.00        | 0.00        | 0.00        | 2,586.00            | 186.77              | 43.10            | 0.00        | 0.00        | 229.87              |
| 000848 | 871-0    | Reznor duct heater                              | 01/22/2018 Bldg & Improvements                | WEEU    | 4,245.60            | 0.00        | 0.00        | 0.00        | 4,245.60            | 259.45              | 70.76            | 0.00        | 0.00        | 330.21              |
| 000851 | 874-0    | new coil in rep quarter folder                  | 02/12/2018 Bldg & Improvements                | BLDSRV  | 5,008.07            | 0.00        | 0.00        | 0.00        | 5,008.07            | 306.05              | 83.46            | 0.00        | 0.00        | 389.51              |
| 000864 | 887-0    | Electrical Work for Digital Room                | 05/15/2018 Bldg & Improvements                | DIGITAL | 1,716.24            | 0.00        | 0.00        | 0.00        | 1,716.24            | 163.45              | 61.29            | 0.00        | 0.00        | 224.74              |
| 000865 | 888-0    | new lighting for REP conference room            | 05/17/2018 Bldg & Improvements                | SHEET   | 2,029.07            | 0.00        | 0.00        | 0.00        | 2,029.07            | 169.09              | 72.46            | 0.00        | 0.00        | 241.55              |
| 000873 | 896-0    | new coil & trap -3rd floor lunch/museum         | 07/01/2018 Bldg & Improvements                | BLDSRV  | 5,844.29            | 0.00        | 0.00        | 0.00        | 5,844.29            | 194.81              | 97.40            | 0.00        | 0.00        | 292.21              |
| 000874 | 897-0    | new coil & trap - 1st floor lunch room          | 07/01/2018 Bldg & Improvements                | BLDSRV  | 7,479.92            | 0.00        | 0.00        | 0.00        | 7,479.92            | 249.33              | 124.66           | 0.00        | 0.00        | 373.99              |
| 000875 | 898-0    | new coil & trap - museum                        | 07/01/2018 Bldg & Improvements                | BLDSRV  | 5,123.30            | 0.00        | 0.00        | 0.00        | 5,123.30            | 170.78              | 85.38            | 0.00        | 0.00        | 256.16              |
| 000876 | 899-0    | new led lights-outside                          | 07/06/2018 Bldg & Improvements                | WEEU    | 5,883.00            | 0.00        | 0.00        | 0.00        | 5,883.00            | 196.10              | 98.05            | 0.00        | 0.00        | 294.15              |
| 000877 | 900-0    | Macron TSP actuator                             | 07/18/2018 Bldg & Improvements                | BLDSRV  | 2,804.80            | 0.00        | 0.00        | 0.00        | 2,804.80            | 77.91               | 46.74            | 0.00        | 0.00        | 124.65              |
| 000878 | 901-0    | condenser motor                                 | 07/19/2018 Bldg & Improvements                | BLDSRV  | 1,365.71            | 0.00        | 0.00        | 0.00        | 1,365.71            | 81.29               | 48.77            | 0.00        | 0.00        | 130.06              |
| 000885 | 908-0    | compressor panel                                | 10/17/2018 Bldg & Improvements                | BLDSRV  | 5,421.65            | 0.00        | 0.00        | 0.00        | 5,421.65            | 60.24               | 90.36            | 0.00        | 0.00        | 150.60              |
| 000886 | 909-0    | lighting upgrade in rep conference room         | 10/17/2018 Bldg & Improvements                | BLDSRV  | 2,889.26            | 0.00        | 0.00        | 0.00        | 2,889.26            | 32.10               | 48.15            | 0.00        | 0.00        | 80.25               |
| 000887 | 910-0    | lighting upgrade P&D lunch room                 | 10/17/2018 Bldg & Improvements                | BLDSRV  | 4,213.58            | 0.00        | 0.00        | 0.00        | 4,213.58            | 46.83               | 70.22            | 0.00        | 0.00        | 117.05              |
| 000892 | 915-0    | tube bundle/heat exchanger-production bldg      | 11/14/2018 Bldg & Improvements                | BLDSRV  | 6,944.43            | 0.00        | 0.00        | 0.00        | 6,944.43            | 77.16               | 115.74           | 0.00        | 0.00        | 192.90              |
| 000893 | 916-0    | new steam coil-penn st bldg 2nd fl              | 11/21/2018 Bldg & Improvements                | BLDSRV  | 3,910.59            | 0.00        | 0.00        | 0.00        | 3,910.59            | 21.73               | 65.17            | 0.00        | 0.00        | 86.90               |
| 000894 | 917-0    | otive motor-water meter                         | 11/20/2018 Bldg & Improvements                | BLDSRV  | 7,000.00            | 0.00        | 0.00        | 0.00        | 7,000.00            | 38.89               | 116.66           | 0.00        | 0.00        | 155.55              |
| 000895 | 918-0    | steam coil - editorial unit                     | 12/01/2018 Bldg & Improvements                | BLDSRV  | 4,605.92            | 0.00        | 0.00        | 0.00        | 4,605.92            | 25.59               | 76.76            | 0.00        | 0.00        | 102.35              |
| 000896 | 919-0    | power supply - 12 amps at 24 vdc                | 12/18/2018 Bldg & Improvements                | BLDSRV  | 2,008.70            | 0.00        | 0.00        | 0.00        | 2,008.70            | 0.00                | 50.21            | 0.00        | 0.00        | 50.21               |
| 000106 | 002-0    | Landscaping                                     | 10/20/2011 Land & Improvements                | BLDSRV  | 3,799.90            | 0.00        | 0.00        | 0.00        | 3,799.90            | 1,625.50            | 63.33            | 0.00        | 0.00        | 1,688.83            |
| 000107 | 003-0    | Land Improvements                               | 11/22/2011 Land & Improvements                | BLDSRV  | 2,000.00            | 0.00        | 0.00        | 0.00        | 2,000.00            | 855.50              | 33.33            | 0.00        | 0.00        | 888.83              |
| 000109 | 010-0    | 2/20/06 Burkey Construction                     | 02/20/2006 Land & Improvements                | WEEU    | 22,984.38           | 0.00        | 0.00        | 0.00        | 22,984.38           | 10,725.99           | 383.07           | 0.00        | 0.00        | 11,109.06           |
| 000468 | 570-0    | sidewalk & curb repairs                         | 12/11/2014 Land & Improvements                | BLDSRV  | 3,960.00            | 0.00        | 0.00        | 0.00        | 3,960.00            | 1,034.00            | 66.00            | 0.00        | 0.00        | 1,100.00            |
| 000782 | 001-0    | Land at 345 Penn St                             | Land & Improvements                           | BLDSRV  | 339,764.11          | 0.00        | 0.00        | 0.00        | 339,764.11          | 0.00                | 0.00             | 0.00        | 0.00        | 0.00                |
| 000784 | 009-0    | Land at 34 N. 4th                               | Land & Improvements                           | WEEU    | 36,500.37           | 0.00        | 0.00        | 0.00        | 36,500.37           | 0.00                | 0.00             | 0.00        | 0.00        | 0.00                |
| 000786 | 004-0    | Land at 345 Penn St                             | Land & Improvements                           | WEB     | 140,562.68          | 0.00        | 0.00        | 0.00        | 140,562.68          | 0.00                | 0.00             | 0.00        | 0.00        | 0.00                |
| 000108 | 008-0    | 4/01 Farr Nursery & Landscape                   | 04/01/2001 Land & Improvements - Radio Towers | WEEU    | 2,063.74            | 0.00        | 0.00        | 0.00        | 2,063.74            | 584.96              | 0.00             | 0.00        | 0.00        | 584.96              |
| 000583 | 008-1    | Landscaping WEEU                                | 04/01/2001 Land & Improvements - Radio Towers | WEEU    | 8,431.00            | 0.00        | 0.00        | 0.00        | 8,431.00            | 8,431.00            | 0.00             | 0.00        | 0.00        | 8,431.00            |
| 000783 | 006-0    | Land WEEU radio trans towers                    | Land & Improvements - Radio Towers            | WEEU    | 255,010.00          | 0.00        | 0.00        | 0.00        | 255,010.00          | 0.00                | 0.00             | 0.00        | 0.00        | 0.00                |
|        |          |   |   |         | <b>5,234,280.24</b> | <b>0.00</b> | <b>0.00</b> | <b>0.00</b> | <b>5,234,280.24</b> | <b>2,093,167.56</b> | <b>65,747.38</b> | <b>0.00</b> | <b>0.00</b> | <b>2,158,914.94</b> |

**2.1.19 – Prepaid Expenses**

|  |                          |                        |  |                     |
|--|--------------------------|------------------------|--|---------------------|
| Core BTS Inc                               | INVDRP17<br>3282         | 05/31/18 -<br>05/30/19 | 1 year service contract for 3<br>switches            | \$<br>509.44        |
| Core BTS Inc                               | INVDRP17<br>5172         | 08/03/18 -<br>08/02/19 | 1 year service contract for 2<br>switches            | \$<br>509.44        |
| Core BTS Inc                               | INVDRP17<br>2347         | 04/28/18 -<br>04/27/19 | 1 year service contract for 2<br>switches            | \$<br>84.91         |
| Core BTS Inc                               | INVDRP17<br>3868         | 06/25/18 -<br>06/24/19 | Service contract - Firewall<br>for exchange server   | \$<br>617.19        |
| Core BTS Inc                               | INVDRP17<br>5733         | 08/17/18 -<br>08/16/19 | Service contract for 4<br>switches                   | \$<br>849.05        |
| Core Power                                 | 14892                    | 04/15/19 -<br>04/15/20 | UPS Backup Support                                   | \$<br>17,966.<br>08 |
| DeskPro                                    | SLPSNND-<br>06706        | 12/25/18 -<br>12/25/19 | 1 Year Helpdesk Software                             | \$<br>1,908.0<br>0  |
| Dropbox                                    | CC Pymt<br>020619        | 02/06/19 -<br>02/06/20 | Cloud Storage for Editorial                          | \$<br>971.63        |
| Dun & Bradstreet                           | 15212984                 | 01/01/19 -<br>04/30/19 | D&B Credit Unlimited<br>Global Access                | \$<br>634.41        |
| Dun & Bradstreet                           | 15349995                 | 05/01/19 -<br>08/31/19 | D&B Credit Unlimited<br>Global Access                | \$<br>2,537.6<br>4  |
| Federal Communications<br>Commission (FCC) | 8/18-<br>9/18/18<br>WEEU | 08/18/18 -<br>09/18/19 | Annual broadcast fee                                 | \$<br>1,343.7<br>5  |
| FreeLance Technologies                     | 6998                     | 12/15/18 -<br>06/15/19 | Mail Manager software for<br>Circ                    | \$<br>1,180.5<br>9  |
| Greater Reading<br>Chamber Alliance        | 164850                   | 07/01/18 -<br>06/30/19 | 1 year membership                                    | \$<br>924.99        |
| Hearken                                    | 2651                     | 09/30/18 -<br>09/29/19 | 1 year access to platform and<br>consulting services | \$<br>2,833.3<br>2  |
| High Availability                          | 283360                   | 05/01/18 -<br>04/30/19 | Annual basic maintenance<br>renewal                  | \$<br>1,144.8<br>0  |
| High Availability                          | 302807                   | 07/25/18 -<br>07/24/19 | Quantum storage support 1<br>yr agreement            | \$<br>4,056.6<br>6  |
| Honeywell                                  | 524423062<br>3           | 06/01/18 -<br>05/31/19 | Charges for controls                                 | \$<br>6,582.4<br>2  |
| JC Ehrlich                                 | 546481                   | 11/01/18 -             | Pest General Maintenance                             | \$                  |



|                                      |                  |                     |   |              |
|--------------------------------------|------------------|---------------------|---|--------------|
|                                      |                  | 10/31/19            | Service   | 719.74       |
| JW Player/Longtail Ad Solutions Inc. | 149421           | 12/07/18 - 12/07/19 | Content editor interface-RE.com                       | \$ 2,241.76  |
| Neopost                              | 56041938         | 09/24/18 - 09/23/19 | Standard Maintenance                                  | \$ 1,216.80  |
| Newsycle Solutions                   | SI-36524-US      | 04/23/18 - 04/22/19 | Annual maintenance coverage for Circ system           | \$ 8,822.73  |
| Newsycle Solutions                   | SI-40012-US      | 11/01/18 - 10/31/19 | Annual maintenance coverage for AdBase & BI Analytics | \$ 18,010.30 |
| Page Cooperative                     | inv0429819       | 08/16/18 - 08/15/19 | Telephone support - platemaking process               | \$ 530.00    |
| Papex Inc.                           | Inv 3468         | 01/01/19 - 12/31/19 | Xtract software                                       | \$ 2,475.00  |
| Papex Inc.                           | Inv 3475         | 01/01/19 - 12/31/19 | Annual license fee and print facility support         | \$ 4,950.00  |
| RonDino Promotions                   | Inv REYR9RP2 OF2 | 07/01/19 - 12/31/19 | Rewards App & Site                                    | \$ 12,720.00 |
| Sage                                 | INV003862 15     | 10/19/18 - 10/19/19 | Sage 300c Premium                                     | \$ 11,591.40 |
| Secondstreet                         | 9374             | 08/01/18 - 08/01/19 | Readers Choice licensing fee                          | \$ 1,431.00  |
| SHI International                    | B08900281        | 10/04/18 - 10/03/19 | VmWare Support  | \$ 12,531.30 |
| SHI International                    | B09048255        | 10/30/18 - 10/29/19 | Creative Cloud Maintenance                            | \$ 26,270.44 |
| Tactician Media LLC                  | Inv3210          | 05/05/18 - 05/04/19 | Consulting service agreement                          | \$ 1,500.00  |
| The Protection Bureau                | Inv 211189       | 07/01/18 - 06/30/19 | Service plan  | \$ 783.00    |
| Trane U.S. Inc.                      | Inv 39387067     | 10/01/18 - 09/30/19 | BAS Monitoring/Scheduled Maintenance/Inspection       | \$ 12,250.44 |
| Stevens & Lee                        | 119955           |                     | Retainer for bankruptcy                               | \$ 100,00    |

|                                    |                     |                        |                     |                     |
|------------------------------------|---------------------|------------------------|---------------------|---------------------|
|                                    |                     |                        |                     | 0.00                |
| Jason & Elysa<br>HochmanGuitar Duo | 062219<br>BCF Event | 6/22/2019              | BCF - Guitar-A-Rama | \$<br>600.00        |
| Mutual Insurance<br>Company        |                     | 10/28/18 -<br>11/01/19 | Libel Insurance     | \$<br>12,087.<br>96 |

**2.2 – Excluded Assets**

1. The following FCC Licenses:

| <u>Call Sign</u>                              | <u>Type</u>                          | <u>Expiration Date</u> |
|---|--------------------------------------|------------------------|
| WEEU (AM), Reading PA<br>(Facility ID #70508) | AM Broadcast Radio Station           | 8/01/2022              |
| KB55617                                       | Broadcast Auxiliary Remote Pickup    | 8/01/2022              |
| KB55618                                       | Broadcast Auxiliary Remote Pickup    | 8/01/2022              |
| KPE993  | Broadcast Auxiliary Remote Pickup    | 8/01/2022              |
| KPE996  | Broadcast Auxiliary Remote Pickup    | 8/01/2022              |
| E181901                                       | Satellite Earth Station Registration | 8/27/2033              |

**2.2(xi) – Excluded Real Property**

None, but subject to update in accordance with Section 9.1(b) of the Agreement.

**SCHEDULE 2.3.1**

**Assigned Contracts**

|    | <b>Contract</b>   | <b>Counter-party</b>   | <b>Description</b>   | <b>Cure Amount</b> |
|----|---|--|--|--------------------|
| 1. | Newscycle Mobile Platform Services Order Agreement by and between Newscycle Mobile, Inc. and Reading Eagle Company, between Newscycle Mobile, Inc. and Reading Eagle Company, dated November 15, 2017       | Newscycle Mobile, Inc.   | Platform that enables Client to distribute content through a set of applications and/or mobile websites and professional services.                         | \$11,910           |
| 2. | Election Change Amendment to the Associated Press Member Choice Agreement, between The Associated Press and The Reading Eagle, dated January 3, 2016  | The Associated Press   | Associated Press Change Order. Member Choice Complete service - AP Online, AP PhotoStream, AP State News Online, AP Subscription Video.                    | \$3,421.17         |
| 3. | Content that Works License Agreement, between Content That Works LLC and the Reading Eagle, dated November 16, 2018   | Content That Works LLC   | CTW agrees to license and publish products and magazines to client for use in print and online for features content for special sections.                  | \$1,129.00         |
| 4. | Subscription Agreement with Fixed Price Commitment Automatic Renewal, between LexisNexis and Reading Eagle Company, between LexisNexis and Reading Eagle Company, dated May 9, 2017                         | LexisNexis, a division of Reed Elsevier Inc.                       | LexisNexis grants Subscriber a non-exclusive limited license to access and use the LexisNexis online research services and the materials available.        | \$1,230.66         |
| 5. | Licensed Data Agreement, Television Listings Data Agreement, between Tribune Media Services, Inc. and The Reading Eagle, between Tribune Media Services, Inc. and The Reading Eagle, dated October 25, 2004 | Gracenote Media Services, LLC (f/k/a Tribune Media Services, Inc.) | Licensed Data, includes TV listings information for both TV Magazine and Daily section in a format mutually agreed upon by TMS and Licensee.               | \$8,375.56         |
| 6. | The Washington Post News Service with Bloomberg News, between The Washington Post News Service with Bloomberg News and Reading Eagle Company, dated January 1, 2010   | The Washington Post News Service with Bloomberg News               | The right to publish in the Reading Eagle the news service produced from the combined news gathering facilities of The Washington Post and Bloomberg News. | \$5,028.72         |

|     | <b>Contract</b>  | <b>Counter-party</b>  | <b>Description</b>  | <b>Cure Amount</b> |
|-----|--|---|---|--------------------|
| 7.  | MSRP Quotation 2018-49888, between Reading Eagle Company and Ipswitch Inc., dated August 22, 2018  | Ipswitch, Inc.  | Secure file transfer; WhatsUp Hold Total 500 Service Agreement and WhatsUp Log Management Suite 25 Server/Syslog License Service Agreement.     | \$0.00             |
| 8.  | Newscycle Solutions Order Form between NEWSCYCLE Solutions, Inc. and Reading Eagle Company, between NEWSCYCLE Solutions, Inc. and Reading Eagle Company, dated November 13, 2017                   | NEWSCYCLE Solutions, Inc.   | Newscycle Circulation Single Sign On and Newscycle Circulation SubscriptionLink; Professional Services Time and Materials.                      | \$11,675.81        |
| 9.  | Statement of Work Schedule For: Reading Eagle Co, as a renewal to the Statement of Work, dated as of May 14, 2018, between Reading Eagle Co and Park Place Technologies, LLC, dated August 1, 2018 | Park Place Technologies, LLC  | 7 PowerConnect Dell lines, including support services and coordination and replacement, specifically 3 Poweredge servers and Poweredge connect. | \$7,251.32         |
| 10. | Security Services Agreement, between The Protection Bureau and The Reading Eagle Company, dated June 3, 2015   | The Protection Bureau   | Provide security services.  | \$82.36            |
| 11. | Service Agreement, between Berkshire Systems Group, Inc. and Reading Eagle Company, dated February 4, 2010   | Berkshire Systems Group, Inc.   | Provide fire alarm system.  | \$15,699.10        |
| 12. | Commercial Sales Proposal/Agreement, between ADT Security Services, Inc. and Reading Eagle Company, dated April 17, 2002   | Johnson Controls Security Solutions (formerly ADT Security Services, Inc.)” | Provide alarm system service, including fire alarm, burglar alarm and supervisory service.  | \$14,507.14        |
| 13. | Rental Agreement, between Reading Eagle Company and Mitchell R. Darcourt, dated September 1, 2004  | Mitchell R. Darcourt  | Storage unit.   | \$0.00             |
| 14. | Storage Lease Agreement, between Pennside Storage and Reading Eagle Co, dated March 28, 2018   | Pennside Storage  | Storage at 800 Carsonia Avenue, Pennside, PA 10 x 30 storage unit.  | \$95.74            |

|     | <b>Contract</b>  | <b>Counter-party</b>                      | <b>Description</b>                                       | <b>Cure Amount</b> |
|-----|--|---|--|--------------------|
| 15. | Badge Reader / Evaluation Request, between Reading Eagle Company and ADP | ADP (Protection Bureau)                   | Provide security services, including keycard and badges. | \$0.00             |
| 16. | Order between Reading Eagle Company and Centurylink, dated March 8, 2018 | Level 3 Communications, LLC (Centurylink) | Provide security Services.                               | \$6,038.15         |
|     |  |   | Total:   | \$86,444.73        |

**6.3.1 – Third Party Consents**

None.



### **6.3.2 – Governmental Consents and Filings**

Seller submitted its annual EEO-1 report on April 23, 2019. The Department of Labor, however, now wants the report amended to include employee pay data; the deadline for the amended report is in September 2019.

#### **6.4.1 – Title Exceptions**

##### **READING EAGLE COMPANY**

Parcel 1: 345 Penn Street, Reading  
Berks County, Pennsylvania

Parcel 2: 315 Washington Street, Reading  
Berks County, Pennsylvania

1. Covenants and conditions as set forth in Deed Book 1451 page 912.
2. Covenants and conditions as set forth in Deed Book 1457 page 803.
3. Memorandum of Agreement between City of Reading and Helen H. Quier et al. as set forth in Misc. Book 91 page 294.
4. Rights granted to Metropolitan Edison Co. as recorded in Misc. Book 250 page 481.
5. Rights granted to Metropolitan Edison Co. as recorded in Misc. Book 292 page 933.
6. Rights granted to Bell Telephone Co. of PA as recorded in Record Book 2304 page 923. (315 Washington St.)
7. Conditions set forth on Final Land Development Plan for the Reading Eagle Company recorded in Plan Book 306 page 14.

##### **WEEU BROADCASTING COMPANY**

**Parcel 1:** Motel Drive, Upper Bern Township  
Berks County, Pennsylvania

1. Title to that portion of the premises within the bed and right of way of Motel Drive (T-951) is subject to public and private rights therein.
2. Interstate 78 is a limited access highway.
3. Conditions as set forth on Annexation Plan recorded in Plan Book 227 page 10.
4. Stream of water flows through premises hereon, subject to rights of other riparian owners abutting stream.

5. Rights reserved in Deed recorded in Deed Book 1484 page 128.
6. Rights granted to Metropolitan Edison Co. recorded in Record Book 3050 page 197; Misc. Book 264 page 355; Misc. Book 264 page 357; Misc. Book 225 page 293; Misc. Book 225 page 291; Misc. Book 222 page 215; Misc. Book 186 page 284; Misc. Book 186 page 492 and Misc. Book 186 page 493.
7. Portion of Premises conveyed to John G. Sabo and Martha D. Sabo in Record Book 2930 page 1447.
8. Possible additional taxes by reason of preferential assessment under Act 319 as amended, application recorded in Record Book 2485 page 1643.

**Parcel 2:** 34 North 4<sup>th</sup> Street, Reading  
Berks County, Pennsylvania

1. Agreement between Reading Eagle Company and City of Reading to widen Court Street recorded in Misc. Book 280 page 945.
2. Deed of Dedication to City of Reading to widen Court Street recorded in Deed Book 1549 page 78.

**6.5 – Material Litigation**

None.

### 6.6 – Intellectual Property

#### Registered Trademarks

| Reg. No. | Appl. No. | Trademark                  | Design | Registrant | Status |
|----------|-----------|----------------------------|--------|------------|--------|
| 5204891  | 87/202328 | GET YOUR WOO ON            | No     | RE         | Active |
| 4870010  | 86/598497 | BERKS COUNTRY FEST         | Yes    | RE         | Active |
| 4820049  | 86/597991 | BERKS COUNTRY FEST*        | No     | RE         | Active |
| 4804451  | 85/847173 | READING EAGLE D DIRECT RED | Yes    | RE         | Active |
| 4610923  | 85/982636 | BERKS COUNTRY              | No     | RE         | Active |
| 4166522  | 85/229084 | BRAVO!                     | Yes    | RE         | Active |
| 4093735  | 85/354334 | GAME DAY MEMORIES          | No     | RE         | Active |
| 4031302  | 85/233076 | READING EAGLE              | Yes    | RE         | Active |

\* Supplemental Register Only.

#### Registered Copyrights

| Reg. No.     | Title                                      | Pub. Date  | Claimant                     |
|--------------|--|------------|------------------------------|
| TX0001296642 | Pennsylvania highlights: A travel guide... | 02/27/1984 | Prince, Janet<br>Imprint: RE |
| CSN0102073   | (Serial Registrations 1993)                |            | RE                           |
| TX000354086  | V.135, No. 303, 7 July 1993                | 07/07/1993 | RE                           |
| TX0003546087 | V.135, No. 304, 8 July 1993                | 07/08/1993 | RE                           |
| TX0003546088 | V.135, No. 305, 9 July 1993                | 07/09/1993 | RE                           |
| TX0003546089 | V.135, No. 309, 14 July 1993               | 07/14/1993 | RE                           |
| TX0003725000 | V.136, No. 1, 19 July 1993                 | 07/19/1993 | RE                           |
| CSN0102073   | (Serial Registrations 1994)                |            | RE                           |

#### Domain Names

| Domain Name                 | TLD      | Expiration Date | Status | Privacy | Locked |
|-----------------------------|----------|-----------------|--------|---------|--------|
| BERKS.CAREERS               | .careers | 10/13/2019      | Active | Public  | Locked |
| BERKSANDBEYOND.NEWS         | .news    | 7/27/2019       | Active | Public  | Locked |
| BERKSCAREERS.COM            | .com     | 10/13/2019      | Active | Public  | Locked |
| BERKSCENE.COM               | .com     | 11/21/2019      | Active | Public  | Locked |
| BERKSCOUNTRY.COM            | .com     | 7/18/2019       | Active | Public  | Locked |
| BERKSCOUNTRYCLASSIFIEDS.COM | .com     | 10/16/2019      | Active | Public  | Locked |
| BERKSCOUNTRYFEST.COM        | .com     | 1/20/2020       | Active | Public  | Locked |
| BERKSCOUNTY.JOBS            | .jobs    | 10/22/2019      | Active | Public  | Locked |
| BERKSCOUNTY.NEWS            | .news    | 7/27/2019       | Active | Public  | Locked |
| BERKSCOUNTYCAREERS.COM      | .com     | 10/13/2019      | Active | Public  | Locked |
| BERKSCOUNTYCLASSIFIEDS.COM  | .com     | 10/16/2019      | Active | Public  | Locked |
| BERKSCOUNTYTOWNSQUARE.COM   | .com     | 3/12/2021       | Active | Public  | Locked |

|                              |          |            |        |        |        |
|------------------------------|----------|------------|--------|--------|--------|
| BERKSDADS.COM                | .com     | 10/10/2019 | Active | Public | Locked |
| BERKSFAMILIES.COM            | .com     | 10/10/2019 | Active | Public | Locked |
| BERKSGAMEDAY.CO              | .co      | 7/19/2019  | Active | Public | Locked |
| BERKSGAMEDAY.COM             | .com     | 10/3/2019  | Active | Public | Locked |
| BERKSGAMEDAY.MOBI            | .mobi    | 9/24/2019  | Active | Public | Locked |
| BERKSGAMEDAY.XXX             | .xxx     | 12/10/2019 | Active | Public | Locked |
| BERKSJOBS.NET                | .net     | 12/13/2019 | Active | Public | Locked |
| BERKSKIDS.COM                | .com     | 10/10/2019 | Active | Public | Locked |
| BERKSMOMS.COM                | .com     | 10/10/2019 | Active | Public | Locked |
| berksmusicfest.com           | .com     | 2/12/2020  | Active | Public | Locked |
| BERKSPARENTS.COM             | .com     | 10/10/2019 | Active | Public | Locked |
| BERKSPETS.COM                | .com     | 10/10/2019 | Active | Public | Locked |
| BERKSPETS.XXX                | .xxx     | 12/10/2019 | Active | Public | Locked |
| BERKSSCENE.COM               | .com     | 11/21/2019 | Active | Public | Locked |
| BERKSSHOPLOCAL.COM           | .com     | 4/22/2020  | Active | Public | Locked |
| BERKSYOUTHSPORTS.COM         | .com     | 10/10/2019 | Active | Public | Locked |
| BUSINESSINBERKS.COM          | .com     | 2/18/2020  | Active | Public | Locked |
| CIRC.CO                      | .co      | 9/16/2019  | Active | Public | Locked |
| EAGLE.CAREERS                | .careers | 10/13/2019 | Active | Public | Locked |
| EAGLEARCHIVE.COM             | .com     | 8/29/2019  | Active | Public | Locked |
| EAGLEBIDTOBUY.COM            | .com     | 8/15/2019  | Active | Public | Locked |
| EAGLEINFORMATIONNETWORK.BIZ  | .biz     | 11/6/2019  | Active | Public | Locked |
| EAGLEINFORMATIONNETWORK.COM  | .com     | 3/24/2021  | Active | Public | Locked |
| EAGLEINFORMATIONNETWORK.INFO | .info    | 9/12/2019  | Active | Public | Locked |
| eaglesharepointapps.com      | .com     | 9/25/2019  | Active | Public | Locked |
| EAGLEVOTERSCHOICE.COM        | .com     | 7/10/2019  | Active | Public | Locked |
| GETTINGMARRIEDINBERKS.COM    | .com     | 12/5/2019  | Active | Public | Locked |
| GOEAGLEJOBS.COM              | .com     | 10/13/2019 | Active | Public | Locked |
| GOREIS.COM                   | .com     | 9/2/2019   | Active | Public | Locked |
| HAWLEYQUIERMEMORIAL.COM      | .com     | 8/21/2019  | Active | Public | Locked |
| mountpennhillclimb.com       | .com     | 6/30/2027  | Active | Public | Locked |
| mountpennhillclimb.org       | .org     | 6/30/2027  | Active | Public | Locked |
| MYBERKS.COM                  | .com     | 4/8/2020   | Active | Public | Locked |
| NITTANYEXTRA.COM             | .com     | 8/9/2019   | Active | Public | Locked |
| NITTANYXTRA.COM              | .com     | 8/9/2019   | Active | Public | Locked |
| PAGAMEDAY.COM                | .com     | 10/10/2019 | Active | Public | Locked |
| pagodahillclimb.com          | .com     | 6/19/2027  | Active | Public | Locked |
| pagodahillclimb.org          | .org     | 6/20/2027  | Active | Public | Locked |
| PENNSTATEEXTRA.COM           | .com     | 8/9/2019   | Active | Public | Locked |
| PENNSTATEEXTRA.COM           | .com     | 8/9/2019   | Active | Public | Locked |
| pennwheelmen.com             | .com     | 5/7/2026   | Active | Public | Locked |

|                               |         |            |        |        |        |
|-------------------------------|---------|------------|--------|--------|--------|
| POTTSTOWN.NEWS                | .news   | 7/27/2019  | Active | Public | Locked |
| POVERTY-TO-PROSPERITY.COM     | .com    | 8/7/2019   | Active | Public | Locked |
| PRETZELCITYBEAT.COM           | .com    | 1/20/2020  | Active | Public | Locked |
| PRETZELCITYEVENTS.COM         | .com    | 1/15/2020  | Active | Public | Locked |
| PRETZELCITYPRODUCTIONS.COM    | .com    | 1/15/2020  | Active | Public | Locked |
| reading-revealed.com          | .com    | 7/14/2019  | Active | Public | Locked |
| READINGAGUILA.COM             | .com    | 8/19/2019  | Active | Public | Locked |
| READINGEAGLE.BIZ              | .biz    | 11/6/2019  | Active | Public | Locked |
| READINGEAGLE.CO               | .co     | 7/19/2019  | Active | Public | Locked |
| READINGEAGLE.COM              | .com    | 2/2/2020   | Active | Public | Locked |
| READINGEAGLE.INFO             | .info   | 9/13/2019  | Active | Public | Locked |
| READINGEAGLE.JOBS             | .jobs   | 10/22/2019 | Active | Public | Locked |
| READINGEAGLE.MOBI             | .mobi   | 9/24/2019  | Active | Public | Locked |
| READINGEAGLE.NEWS             | .news   | 7/16/2019  | Active | Public | Locked |
| readingeagle.online           | .online | 1/30/2020  | Active | Public | Locked |
| READINGEAGLE.ORG              | .org    | 12/1/2019  | Active | Public | Locked |
| READINGEAGLE.PRESS            | .press  | 3/25/2020  | Active | Public | Locked |
| readingeagle.today            | .today  | 11/5/2019  | Active | Public | Locked |
| READINGEAGLE.TV               | .tv     | 12/6/2019  | Active | Public | Locked |
| READINGEAGLE.US               | .us     | 11/30/2019 | Active | Public | Locked |
| READINGEAGLE.XXX              | .xxx    | 12/10/2019 | Active | Public | Locked |
| READINGEAGLEARCHIVES.COM      | .com    | 8/29/2019  | Active | Public | Locked |
| READINGEAGLECOMPANY.BIZ       | .biz    | 11/6/2019  | Active | Public | Locked |
| READINGEAGLECOMPANY.CO        | .co     | 7/21/2019  | Active | Public | Locked |
| READINGEAGLECOMPANY.COM       | .com    | 4/7/2020   | Active | Public | Locked |
| READINGEAGLECOMPANY.INFO      | .info   | 9/13/2019  | Active | Public | Locked |
| READINGEAGLECOMPANY.NET       | .net    | 4/6/2020   | Active | Public | Locked |
| READINGEAGLECONTEST.COM       | .com    | 7/15/2019  | Active | Public | Locked |
| READINGEAGLEHISTORY.COM       | .com    | 8/29/2019  | Active | Public | Locked |
| READINGEAGLEJOBS.COM          | .com    | 8/29/2019  | Active | Public | Locked |
| READINGEAGLELIST.COM          | .com    | 12/13/2019 | Active | Public | Locked |
| READINGEAGLEONLINE.COM        | .com    | 1/30/2020  | Active | Public | Locked |
| READINGEAGLEPRESS.BIZ         | .biz    | 11/6/2019  | Active | Public | Locked |
| READINGEAGLEPRESS.CO          | .co     | 7/21/2019  | Active | Public | Locked |
| READINGEAGLEPRESS.COM         | .com    | 4/7/2020   | Active | Public | Locked |
| READINGEAGLEPRESS.INFO        | .info   | 9/12/2019  | Active | Public | Locked |
| READINGEAGLEREADERSCHOICE.COM | .com    | 7/11/2019  | Active | Public | Locked |
| READINGEAGLESURVEY.COM        | .com    | 9/22/2019  | Active | Public | Locked |
| READINGEAGLETIMES.COM         | .com    | 4/7/2020   | Active | Public | Locked |
| READINGPAJOBS.COM             | .com    | 12/13/2019 | Active | Public | Locked |
| READINGPAJOBS.NET             | .net    | 12/13/2019 | Active | Public | Locked |

|                         |       |            |        |        |        |
|-------------------------|-------|------------|--------|--------|--------|
| readinggradsport.com    | .com  | 6/19/2027  | Active | Public | Locked |
| readinggradsport.org    | .org  | 6/20/2027  | Active | Public | Locked |
| READINGTIMESEAGLE.COM   | .com  | 4/7/2020   | Active | Public | Locked |
| REP-PRINTING.COM        | .com  | 4/3/2020   | Active | Public | Locked |
| REPRINTING.COM          | .com  | 3/25/2020  | Active | Public | Locked |
| SCHUYLKILL.NEWS         | .news | 7/27/2019  | Active | Public | Locked |
| soundroom.live          | .live | 10/21/2019 | Active | Public | Locked |
| SOUTHSCHUYLKILLNEWS.COM | .com  | 3/7/2020   | Active | Public | Locked |
| thesoundroom.live       | .live | 10/21/2019 | Active | Public | Locked |
| TRICOUNTY.NEWS          | .news | 7/27/2019  | Active | Public | Locked |
| WEEU.CO                 | .co   | 7/19/2019  | Active | Public | Locked |
| WEEU.COM                | .com  | 4/5/2020   | Active | Public | Locked |
| weuradio.com            | .com  | 11/9/2021  | Active | Public | Locked |
| weuradio.net            | .net  | 11/9/2021  | Active | Public | Locked |
| westreadingcrit.com     | .com  | 6/19/2027  | Active | Public | Locked |
| westreadingcrit.org     | .org  | 6/20/2027  | Active | Public | Locked |
| WORKINBERKS.COM         | .com  | 10/16/2019 | Active | Public | Locked |



**6.7.1 – KNNH737 License Force and Effect**

None.

**6.8 – Material Agreements and Licenses**

| <b>Department</b> | <b>Product or Service</b>                      | <b>Vendor Name</b>                           |
|-------------------|--|--|
| Accounting        | Accounts Payable System                        | MSI/Sage                                     |
| Accounting        | WEEU Advertising- Billing & A/R system         | Visual Traffic                               |
| Accounting        | Commercial Printing- Billing & A/R system      | MSI/Sage                                     |
| Accounting        | Commercial Printing Quotes/Estimates           | MSI/Sage                                     |
| Accounting        | Costing for Print & Distribution               | MSI/Sage                                     |
| Accounting        | Newsprint Inventory Software                   | Xtrack                                       |
| Accounting        | Newsprint Ordering Software                    | PAPEX  |
| Accounting        | Credit card transaction processing             | Edgil  |
| Accounting        | ERP (Enterprise Resource Planning)             | MSI/Sage                                     |
| Building Services | 345A Building Controls                         | Honeywell Building Services                  |
| Building Services | 345A Fire System and Monitoring                | Johnson Controls                             |
| Building Services | Building maintenance                           | Carrow Services                              |
| Building Services | Loading Dock Roll Doors                        | Lift Inc.                                    |
| Building Services | Air Compressors and Driers                     | Ingersoll Rand                               |
| Building Services | Pressroom Automatic Glass Doors (maintenance)  | Assa Abloy                                   |
| Circulation       | Call center                                    | Telereach                                    |
| Circulation       | Telephone routing software, IVR                | Voiceport                                    |
| Circulation       | Subscription Billing Service                   | OSG  |
| Circulation       | Address routing software                       | Route Smart                                  |
| Circulation       | Radio communications with carriers             | Triangle Communications                      |
| Circulation       | Subscriber Management Portal                   | Subscription Link (Newscycle Solutions)      |
| Circulation       | Circulation Lock Box                           | Fidelity Information Services LLC            |
| Circulation       | Property Lease Agreement- Distribution Centers | Claude Mervine Storage, Shillington          |
| Circulation       | Property Lease Agreement- Distribution Centers | East Penn Self-Storage, Oley                 |
| Circulation       | Property Lease Agreement- Distribution Centers | Gary Wolfe Storage Unit, Laureldale          |
| Circulation       | Property Lease Agreement- Distribution Centers | Kuzans Receipt Storage Unit, Shoemakersville |
| Circulation       | Property Lease Agreement- Distribution Centers | Mitch Darcourt Storage Unit, Wernersville    |

|             |   |   |
|-------------|---|---|
| Circulation | Property Lease Agreement- Distribution Centers                                | Pennside Storage, Mt.Penn               |
| Circulation | Vehicle leases for distribution   | Penske Trucking                         |
| Circulation | Vehicle leases for distribution   | Penske Trucking                         |
| Circulation | Vehicle leases for distribution   | Penske Trucking                         |
| Circulation | Vehicle leases for distribution   | Penske Trucking                         |
| Circulation | Vehicle leases for distribution   | Penske Trucking                         |
| Digital     | Digital -Content Management System  | Newscycle- Saxotech                     |
| Digital     | Online Classifieds  | AdPay (Division of Ancestry)            |
| Digital     | Customer data platform/web traffic analytics                                  | Blueconic                               |
| Digital     | Digital replica, eEdition & eTears, archives                                  | Ignite Olive Software                   |
| Digital     | Mobile App  | Newscycle                               |
| Digital     | email marketing & Sales   | Second Street- Insight                  |
| Digital     | Digital paywall   | Synchronex (Newscycle support contract) |
| Digital     | Programmatic sales  | Freestar                                |
| Digital     | Obituary online postings  | Legacy                                  |
| Digital     | Job Network-online classifieds  | Pandologic/Real Match                   |
| Digital     | Digital analytics   | Chartbeat                               |
| Editorial   | Newspaper- Comics   | Andrews McMeel                          |
| Editorial   | Newspaper- Comics   | United Feature Syndicate                |
| Editorial   | Public Records Search   | Lexis/Nexis                             |
| Editorial   | Newspaper-Weather Graphic   | Accu Weather                            |
| Editorial   | Newspaper-Wire  | Washington Post                         |
| Editorial   | Newspaper- TV Listings and content  | Gracenote                               |
| Editorial   | Newspaper-The Mini Page   | Andrews McMeel                          |
| Editorial   | Wire Service  | Associated Press                        |
| H/R         | Temp Agency   | Tempstar Agency                         |
| H/R         | Temp Agency   | Gage Personnel                          |
| IT          | Battery back-up system for power outages or spikes                            | Core Power and Environment              |
| IT          | VOIP- phone system  | Carousal Industries of N. America, Inc. |
| IT          | Broadband   | NOC                                     |
| IT          | Broadband   | Meraki                                  |
| IT          | POTS  | Centurylink                             |
| IT          | Software support contracts & licenses (support of virtual server environment) | SHI                                     |
| IT          | servers   | Switches                                |
| IT          | End of Life support (IT equipment)  | Park Place Technologies                 |
| IT          | Software  | Unity EMC                               |

|                              |  |                                      |
|------------------------------|--|--------------------------------------|
| IT                           | Network Support  | Core BTS Inc                         |
| IT                           | Network Support  | Cisco Systems Capital Corporation    |
| IT                           | Software   | CDW (Var technologies)               |
| IT                           | Software   | IPSwitch                             |
| IT                           | Long distance  | Centurylink                          |
| IT                           | Plate software   | New ProImage America, Inc.           |
| IT                           | Data Protection and Disaster Recovery service            | Vital Records                        |
| Production                   | Newspaper Pagination (support agreement)                 | Anygraff                             |
| Production                   | Newspaper Content Management System (support agreement)  | Anygraff NEO                         |
| Production                   | Newspaper Content Layout & Placement (support agreement) | Anygraff Planner                     |
| Production                   | Newspaper Ad Tracking System (support agreement)         | Anygraff Ad Tracking                 |
| Production                   | Press Plates   | Agfa Graphics                        |
| Production                   | Press support  | Koenig & Bauer (US) Inc.             |
| REP<br>Commerial<br>Printing | Digital Printing Press                                   | Konica Minolta                       |
| WEEU                         | Radio program  | Rush Limbaugh-Premier Networks, Inc. |
| WEEU                         | Radio program  | Philadelphia Eagles                  |
| WEEU                         | Radio program  | Penn State Sports Properties, LLC    |
| WEEU                         | Radio program  | Philadephia Phillies                 |
| WEEU                         | Computer support   | Broadcast Electronics                |
| WEEU                         | Computer support-traffic logs/commercials                | Marketron Broadcast Solutions        |
| WEEU                         | Communications provider                                  | Strategic Products & Services        |
| WEEU                         | Generator back-up for tower site                         | Emergency Systems Services Company   |
| WEEU                         | Music royalty companies                                  | ASCAP                                |
| WEEU                         | Music royalty companies                                  | BMI- RMLC agreement                  |

**6.9.2 – Employee Benefit Plans**

| <b>Plan Name</b>   | <b>In Arrears Pre-Petition Date?</b> | <b>Amount In Arrears</b> | <b>Type</b>         |
|--|--------------------------------------|--------------------------|---------------------|
| SunLife Group Dental Insurance Plan  | No                                   |                          |                     |
| SunLife Group Life Insurance Plan  | No                                   |                          |                     |
| SunLife Long-Term Disability   | No                                   |                          |                     |
| Reading Eagle Co. Employee Medical Benefit Plan                              | Yes                                  | \$7,124.10               | HRA Claims          |
| Retirement Plan for Non-Salaried Union Employees of Reading Eagle Co.        | Yes                                  | \$23,403.28              | Excludes EE Portion |
| Reading Eagle Company Retirement Savings Plan for Non-Union Employees (401k) | N/A                                  |                          |                     |

### 6.9.3 – Collective Bargaining Agreements

Seller is a party to the following six (6) Collective Bargaining Agreements:

1. Collective Bargaining Agreement dated October 19, 2016 through October 18, 2019, By and Between Reading Eagle Company and International Brotherhood of Teamsters/ Graphic Communications Conference (IBT/GCC) Local 4C (Pressroom) (the “Pressroom CBA”);
2. Collective Bargaining Agreement dated October 1, 2017, through November 30, 2019, By and Between Reading Eagle Company and Graphic Communications Conference of the International Brotherhood of Teamsters (GCC/IBT) Local 14-M of District Council 9 (the “Engraving Department CBA”);
3. Collective Bargaining Agreement dated December 1, 2016 through November 30, 2019, By and Between Reading Eagle Company International Brotherhood of Teamsters/ Graphic Communications Conference (IBT/GCC) Local 4C (Production Technicians) (the “Production Technicians CBA”);
4. Collective Bargaining Agreement dated August 1, 2018 through July 31, 2020, By and Between Reading Eagle Company and Teamsters Local Union No. 429 (the “Drivers CBA”);
5. Collective Bargaining Agreement dated March 5, 2015 through March 31, 2017, By and Between Reading Eagle Company (Commercial Printing Department, T/A Reading Eagle Press) and International Brotherhood of Teamsters/ Graphic Communications Conference (IBT/GCC) Local 4C (together with all extensions thereto, “REP Commercial Printing CBA”)\* The REP Commercial Printing CBA was extended by agreement through March 31, 2019\*; and
6. Collective Bargaining Agreement dated January 1, 2018 through April 30, 2020, By and Between Reading Eagle Company and CWA Local 14827 (the “Information Technology Department CBA,” and together with the Pressroom CBA, Engraving Department CBA, Production Technicians CBA, Drivers CBA and REP Commercial Printing CBA, the “CBAs”).

**6.9.4 – Labor Unions**

None.

### **6.9.6 – Compliance with Contracts**

Sellers have failed to remit a total of \$23,403.28 in pre-petition employer contributions due to union pension plans, pursuant to the CBAs.



### **6.9.7 – Labor Related Investigations and Complaints**

On May 3, 2019, Seller submitted its position statement to the EEOC for a charge (age, gender discrimination) against WEEU.

Seller is scheduled for arbitration on September 13, 2019 for a grievance filed by the GCC Loca l 14-M on behalf of a former employee who was terminated for cause.

### **6.9.8 – Retired Employee Benefits**

Seller does have retired employees and/or their dependents who are currently participating in Seller's medical plans or life insurance plans.

See attached.

May-08-2019

Exhibit Exhibit A - Asset Purchase Agreement Page 153 of 163

| Member Name            | Locator | Plan | Class | Flex Co | State of | Benefit       | Dep. Code    | Benefit Effective Date | Volume          | Premium | Adjustm | Total |
|------------------------|---------|------|-------|---------|----------|---------------|--------------|------------------------|-----------------|---------|---------|-------|
| Adams, Donna           | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Androshick, Joseph     | 001     | 014  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 2,500.00        | 1.69    | 0.00    | 1.69  |
| Antosy, Timothy        | 001     | 012  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Arnold, Eugene         | 001     | 014  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 2,500.00        | 1.69    | 0.00    | 1.69  |
| Baniszkeski, Shirley   | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 8,000.00        | 5.40    | 0.00    | 5.40  |
| Barr Sr, Joseph        | 001     | 012  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| <b>Bickhart, Terry</b> |         |      |       |         |          |               |              |                        | <b>8,000.00</b> |         |         |       |
| Bingaman Sr, James     | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Boltz, Gordon          | 001     | 014  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 5,000.00        | 3.38    | 0.00    | 3.38  |
| Bowman, Ronald         | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 8,000.00        | 5.40    | 0.00    | 5.40  |
| Bridegam, James        | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Brown, Barry           | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 16,000.00       | 10.80   | 0.00    | 10.80 |
| Burasz, Florence       | 001     | 014  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 2,000.00        | 1.35    | 0.00    | 1.35  |
| Burger, Christine      | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 8,000.00        | 5.40    | 0.00    | 5.40  |
| Burns, Fredrick        | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Carroll, Julia         | 001     | 014  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 2,500.00        | 1.69    | 0.00    | 1.69  |
| Christ, Margaret       | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Coco, Barbara          | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Connors, John          | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Conrad, Joseph         | 001     | 012  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 8,000.00        | 5.40    | 0.00    | 5.40  |
| Davis, Thomas          | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Deemer, Joan           | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Delong, Richard        | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Derolf, Harry          | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Deysher, Dennis        | 001     | 012  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Diener, Jane           | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Dissinger, Robert      | 001     | 012  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 24,000.00       | 16.20   | 0.00    | 16.20 |
| Donato, Raymond        | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Donovan, Barbara       | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Drackly, Irma          | 001     | 014  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 2,000.00        | 1.35    | 0.00    | 1.35  |
| Eby, Terry             | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Engle, James           | 001     | 012  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 16,000.00       | 10.80   | 0.00    | 10.80 |
| Ernesto, John          | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 16,000.00       | 10.80   | 0.00    | 10.80 |
| Etzel, Joseph          | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Evans, Jack            | 001     | 014  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 5,000.00        | 3.38    | 0.00    | 3.38  |
| Faust, Paul            | 001     | 014  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 5,000.00        | 3.38    | 0.00    | 3.38  |
| Fegley, Donald         | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Fegley, Dale           | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Fick Jr, Daniel        | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Flippin, James         | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 16,000.00       | 10.80   | 0.00    | 10.80 |
| Floto, Edmond          | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 8,000.00        | 5.40    | 0.00    | 5.40  |
| Forester Jr, John      | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 8,000.00        | 5.40    | 0.00    | 5.40  |
| Fox, Irvin             | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |
| Frankhouser Jr, John   | 001     | 014  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 5,000.00        | 3.38    | 0.00    | 3.38  |
| Fritz, Robert          | 001     | 013  | 01    | H       | PA       | Employee Life | Not Selected | Jan-01-2009            | 4,000.00        | 2.70    | 0.00    | 2.70  |

| Case No.                 | Doc No. | Party Name | Relationship | Document Type | Selected | Start Date    | End Date     | Amount      | Rate            | Other | Total |       |
|--------------------------|---------|------------|--------------|---------------|----------|---------------|--------------|-------------|-----------------|-------|-------|-------|
| Gallagher, Charles       | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 16,000.00       | 10.80 | 0.00  | 10.80 |
| Gannon, Thomas           | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 16,000.00       | 10.80 | 0.00  | 10.80 |
| Gannon, Margaret         | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00        | 5.40  | 0.00  | 5.40  |
| Gardner, Joseph          | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00        | 5.40  | 0.00  | 5.40  |
| Geist Jr, Clarence       | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Geschwindt, David        | 001     | 012        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00        | 5.40  | 0.00  | 5.40  |
| Glass, Herbert           | 001     | 014        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 5,000.00        | 3.38  | 0.00  | 3.38  |
| Green, Richard           | 001     | 014        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 5,000.00        | 3.38  | 0.00  | 3.38  |
| Haertter, Donald         | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00        | 5.40  | 0.00  | 5.40  |
| Hartline, Robert         | 001     | 012        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00        | 5.40  | 0.00  | 5.40  |
| Hatza Jr, George         | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00        | 5.40  | 0.00  | 5.40  |
| Hause, Allen             | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Heffner, Robert          | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Heintzman, Thomas        | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Heist, Terry             | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Hilberg, Clifford        | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Hoch, Earl               | 001     | 014        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 2,000.00        | 1.35  | 0.00  | 1.35  |
| Hoffman, Robert          | 001     | 012        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Hoffman, Brent           | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 16,000.00       | 10.80 | 0.00  | 10.80 |
| Homan, James             | 001     | 012        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00        | 16.20 | 0.00  | 16.20 |
| Hoster Jr, Joseph        | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Howe, Daniel             | 001     | 012        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 12,000.00       | 8.10  | 0.00  | 8.10  |
| Howe, James              | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Huyett, David            | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 16,000.00       | 10.80 | 0.00  | 10.80 |
| Jacobs, Sherry           | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00        | 5.40  | 0.00  | 5.40  |
| Jones, Maryann           | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Keffer, Rodney           | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Kerns, William           | 001     | 014        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 5,000.00        | 3.38  | 0.00  | 3.38  |
| Klusewitz, James         | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Kostival, Doris          | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Kozlowski, Joseph        | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Kruel, Stiney            | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Lesniak, Thomas          | 001     | 012        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 16,000.00       | 10.80 | 0.00  | 10.80 |
| Lis, Michael             | 001     | 012        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Liszczycki, Gerald       | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Lobb, George             | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Lynch, Donald            | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| <b>McGovern, Michael</b> |         |            |              |               |          |               |              |             | <b>8,000.00</b> |       |       |       |
| Mayk, Gary               | 001     | 012        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Messner, Patricia        | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Michaels, John           | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Miller, Donald           | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Nagle Sr, Kenneth        | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00        | 5.40  | 0.00  | 5.40  |
| Newmoyer, Gordon         | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00        | 5.40  | 0.00  | 5.40  |
| Newmoyer, Leo            | 001     | 014        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 2,000.00        | 1.35  | 0.00  | 1.35  |
| Nicholas, John           | 001     | 012        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 12,000.00       | 8.10  | 0.00  | 8.10  |
| Orledge, David           | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Pawlewicz, Michael       | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00        | 2.70  | 0.00  | 2.70  |
| Pelchar, Joseph          | 001     | 013        | 01           | H             | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00        | 5.40  | 0.00  | 5.40  |

| Case No.                  | Doc No.         | Party Name               | Role | Category | Status        | Start Date   | End Date    | Amount    | Rate  | Other | Total |
|---------------------------|-----------------|--------------------------|------|----------|---------------|--------------|-------------|-----------|-------|-------|-------|
| Case 10-11728-jkf         | Doc 2421        | Pelka, Peter             | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Pena, Felix              | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00  | 5.40  | 0.00  | 5.40  |
| Exhibit Exhibit A - Assen | Page 155 of 163 | Pennepacker, Frederick   | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Pietrowski, Joseph       | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00  | 5.40  | 0.00  | 5.40  |
|                           |                 | Pizzo, Michael           | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Rappaselli, Nicholas     | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Reed, Robin              | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 12,000.00 | 8.10  | 0.00  | 8.10  |
|                           |                 | Reiver, Arlene           | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 2,000.00  | 1.35  | 0.00  | 1.35  |
|                           |                 | Rentschler, Charles      | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Rockowicz, John          | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 16,000.00 | 10.80 | 0.00  | 10.80 |
|                           |                 | Rogers, James            | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Rothenberger, Donald     | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Sachetta, Robert         | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Sapna, Sevest            | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Schroll, Mervin          | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 5,000.00  | 3.38  | 0.00  | 3.38  |
|                           |                 | Sherman, Barbara         | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Shinn, Robert            | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Slater Jr, Russell       | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 2,500.00  | 1.69  | 0.00  | 1.69  |
|                           |                 | Smith, Bonnie            | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Snyder Jr, Kenneth       | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00  | 5.40  | 0.00  | 5.40  |
|                           |                 | Snyder Sr, Gary          | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00  | 5.40  | 0.00  | 5.40  |
|                           |                 | Stambaugh, Barry         | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Stambaugh, Catherine     | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Starr, Jon               | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Stoudt, John             | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Stoudt, Dennis           | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Stout, Thomas            | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Strickler Jr, Charles    | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Stroup, Lawrence         | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Szajna, Paul             | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Taggart, Edward          | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 5,000.00  | 3.38  | 0.00  | 3.38  |
|                           |                 | Tankred, Andrew          | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Tornielli, Charles       | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00  | 5.40  | 0.00  | 5.40  |
|                           |                 | Tornielli, Judith        | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00  | 5.40  | 0.00  | 5.40  |
|                           |                 | Truckermiller, Francis   | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Unger Jr, Lewis          | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | VanLiew, Donald          | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Weaver, Jonathan         | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Weidenheimer Jr, William | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Weiler, Gerald           | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00  | 5.40  | 0.00  | 5.40  |
|                           |                 | Weist, Kenneth           | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00  | 5.40  | 0.00  | 5.40  |
|                           |                 | Werner, Ralph            | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Wert, Craig              | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Wesner, Charles          | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 2,000.00  | 1.35  | 0.00  | 1.35  |
|                           |                 | Woolwine Jr, Walter      | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 16,000.00 | 10.80 | 0.00  | 10.80 |
|                           |                 | Wright, Donald           | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Zaffary, Nicholas        | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 4,000.00  | 2.70  | 0.00  | 2.70  |
|                           |                 | Zalenski, Thomas         | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00  | 5.40  | 0.00  | 5.40  |
|                           |                 | Zielinski, Michael       | H    | PA       | Employee Life | Not Selected | Jan-01-2009 | 8,000.00  | 5.40  | 0.00  | 5.40  |

**Total EE Cost Per Month**

**\$ 579.88**

**NOTE: Names highlighted in yellow retired on or after 4/26/19 and are eligible to select conversion coverage.**

**Early Retiree Benefits**

|                  | <b><u>Medical</u></b> | <b><u>Dental</u></b> | <b><u>Vision</u></b> |
|------------------|-----------------------|----------------------|----------------------|
| Robert Dissinger | Single                | Enhanced Single      | Single               |
| Daniel Howe      | Single                |                      | Single               |
| Robin Reed       | Employee + 1          | Employee + 1 Basic   | Employee + 1         |
| Tom Zalenski     | Employee +1           | Enhanced Single      | Employee + 1         |

## **6.12 – Environmental Permits**

Industrial Waste Discharge Permit Number 26J in City of Reading, PA effective January 1, 2018 and expires on December 31, 2020



**6.14(a) – Owned Real Property**

**Parcel 1**

345 Penn Street, Reading Berks County,  
Pennsylvania

**Parcel 2**

315 Washington Street, Reading Berks  
County, Pennsylvania


**Parcel 4**

34 North 4th Street, Reading Berks County,  
Pennsylvania

**Parcel 3**

00 Motel Drive, Upper Bern Township Berks  
County, Pennsylvania

See attached for full legal descriptions.

|   |  |
|---|--|
| <br><b>First American Title™</b> | <b>ALTA Commitment for Title Insurance</b>                 |
|   | ISSUED BY<br><b>First American Title Insurance Company</b> |
| <b>Exhibit A</b>  | COMMITMENT NUMBER<br><b>106409</b>                         |

Commitment No.: **106409 PS**

The Land referred to herein below is situated in the **County of Berks, Commonwealth of Pennsylvania**, and is described as follows:

**PARCEL 1**

ALL THAT CERTAIN tract or parcel of land together with the buildings and improvements erected thereon, situate between North 3<sup>rd</sup> Street and North 4<sup>th</sup> Street and between Penn Street and Court Street, being Nos. 317,325,327-329,331,333,335-357, and 339-353 Penn Street, and Nos. 322,324,326,328, and 330-342 Court Street, and Nos. 26,28, and 30 North 4<sup>th</sup> Street, in the City of Reading, County of Berks and Commonwealth of Pennsylvania, being more bounded and described in accordance with a Final Land Development Plan for the Addition of a New Press and Operations for Reading Eagle Company, recorded in Plan Book 306, Page 14, Berks County Records, dated June 22, 2007, last revised October 23, 2007, prepared by Systems Design Engineering, Inc., Drawing No. D-06-0995-0001-C201, as follows, to wit:

BEGINNING at a point at the intersection of the westerly building line of North 4<sup>th</sup> Street (60 feet wide) and the southerly building line of Court Street (54 feet wide), said point being the most northeasterly corner of the hereindescribed tract of land; thence in a southerly direction, along the said westerly building line of North 4<sup>th</sup> Street, forming an interior angle of 89 degrees 39 minutes 03 seconds with the said southerly building line of Court Street, a distance of 67.04 feet to a point, a corner of lands of Manuel Zabrerá; thence in a westerly direction, along the said lands of Manuel Zabrerá, forming an interior angle of 90 degrees 20 minutes 57 seconds with the said westerly building line of North 4<sup>th</sup> Street, a distance of 60.00 feet to a point; thence in a southerly direction, along the same, forming an interior angle of 269 degrees 39 minutes 03 seconds with the last described line, a distance of 200.46 feet to a point on the northerly building line of Penn Street (80 feet wide); thence in a westerly direction, along the said northerly building line of Penn Street, forming an interior angle of 90 degrees 21 minutes 07 seconds with the last described line, a distance of 300.70 feet to a point, a corner of lands of Peter Paik and Soon Do Paik, husband and wife; thence in a northerly direction, along the said lands of Peter Paik and Soon Do Paik, husband and wife, and along lands of the City of Reading, forming an interior angle of 89 degrees 45 minutes 04 seconds with the said northerly building line of Penn Street, a distance of 267.51 feet to a point on the said southerly building line of Court Street, thence in an easterly direction, along the said southerly building line of Court Street, forming an interior angle 90 degrees 14 minutes 45 seconds with the last described line, a distance of 361.18 feet to the point of BEGINNING.

CONTAINING IN AREA: 1.9404 Acres of Land.

PARCEL NO. 06530782701358

BEING THE SAME PREMISES which Reading Eagle Company, a Pennsylvania corporation, by Consolidation Deed dated October 1, 2008 and recorded October 7, 2008 in Berks County in Record Book 5427 page 95, granted and conveyed to Reading Eagle Company, a Pennsylvania corporation.

**PARCEL 2**

ALL THAT CERTAIN lot or piece of ground situate on the North side of Washington Street, in the City of Reading, County of Berks and State of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a corner of said Washington Street and a 20 feet wide alley now known as Rose Street; thence by said alley Northward 180 feet to a corner; thence Westward by Lot 511 numbered in the general plan of the city, a distance of



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**First American Title Insurance Company**

**Exhibit A**

**106409**

Commitment No.: **106409 PS**

79 ½ feet to a corner; thence Southward, parallel with 3<sup>rd</sup> Street, 180 feet to a corner on said Washington Street; thence by the same Eastwardly 79 ½ feet to the place of beginning.

PARCEL NO. 06530782609972

BEING THE SAME PREMISES which Helenlouise Althouse, by Deed dated July 21, 1981 and recorded August 14, 1981 in Berks County in Deed Book 1804 page 81, granted and conveyed to Reading Eagle Company, a Pennsylvania corporation.

**PARCEL 3**

TRACT 1

ALL THAT CERTAIN piece or tract of land situated North of Interstate 78 between the terminus of Motel Drive T-951 and N. Northkill Road T-704 in the Township of Upper Bern, County of Berks and Commonwealth of Pennsylvania, being Parcel C as shown on plan recorded in Plan Book Volume 227, page 10, Berks County Records, bounded and being more fully described, as follows, to wit:

BEGINNING at the northeastern corner of Parcel B as shown on the aforesaid plan, the said point of beginning being North 7 degrees 13 minutes 32 seconds West 204.41 feet from the southeastern corner of Parcel B in the northern right of way line of Interstate 78; thence along the residue property of John G. Sabo and Martha D. Sabo, his wife, North 7 degrees 13 minutes 32 seconds West a distance of 389.51 feet to the southeastern corner of Parcel A as shown on the aforesaid plan; thence along property of WEEU Broadcasting Company the following 3 courses and distances to wit: 1) North 80 degrees 46 minutes 52 seconds East, a distance of 98.52 feet to an iron pipe found, 2) along a stone fence South 6 degrees 26 minutes 29 seconds East a distance of 396.00 feet to a point; and 3) South 84 degrees 38 minutes 4 seconds West a distance of 93.09 feet to the place of beginning.


CONTAINING 0.8633 Acre.

TRACT 2

ALL THAT CERTAIN tract or parcel of land, together with the timber thereon, situate along the Northerly side of Pennsylvania State Highway U.S. Route No. 22, in the Township of Upper Bern, County of Berks and Commonwealth of Pennsylvania, being more fully bounded and described in accordance with a survey made November 18, 1954, by Rudolph K. Ziegler, Registered Surveyor, as follows, to wit:

BEGINNING at a stake on the Northerly right of way line of a public highway known as Pennsylvania State Highway U.S. Route No. 22 said line being 70 feet North of the center line of said highway; thence along said Northerly right-of-way line South 82 degrees 45 minutes West 1,755 feet to a stake; thence leaving said right-of-way line and along land now or late of John Kline, North 18 degrees 30 minutes West 217 feet to a pin; thence along land of now or late Martha Seyfert, the 7 following courses and distances: 1) North 82 degrees 50 minutes East 365 feet to a stake; 2) North 10 degrees 30 minutes West 396 feet to a point; 3) South 80 degrees 30 minutes West 264 feet to a pipe; 4) North 5 degrees 33 minutes West 456 feet; 5) North 26 degrees 24 minutes East 253 feet to a pipe; 6) North 89 degrees 41 minutes East 630 feet; 7) North 7 degrees 35 minutes West 542 feet to a stone; thence along land now or late of Mrs. Leah Whitney, South 76 degrees East 409 feet to a stone; thence along land now or late of John Landis, the 2 following courses and distances: 1) South 9 degrees 30 minutes East 1,155 feet; 2) South 64 degrees East 594 feet to a pipe; thence along residue land of Dora Gieringer, due South, a distance of 45.5 feet to the place of BEGINNING.

CONTAINING in area 37 acres of land.

|  |  |
|--|--|
| <br><b>First American Title™</b> | <b>ALTA Commitment for Title Insurance</b>                 |
|  | ISSUED BY<br><b>First American Title Insurance Company</b> |
| <b>Exhibit A</b>   | <b>106409</b>  |

Commitment No.: **106409 PS**

EXCEPTING THEREOUT AND THEREFROM ALL THOSE TWO CERTAIN parcels of land situated in the Township of Upper Bern, Berks County, Pennsylvania, being Parcel A and Parcel B as shown on plan recorded in Plan Book 227 page 10, which WEEU Broadcasting Company, a Pennsylvania corporation, by Deed dated April 14, 1998 and recorded April 17, 1998 in the Office of the Recorder of Deeds of Berks County in Record Book 2930 page 1447 granted and conveyed to John G. Sabo and Martha D. Sabo, his wife.

PARCEL NO. 28445300241730

BEING THE SAME PREMISES which GH Spring Ridge Associates, Inc., f/k/a WEEU Broadcasting Co., a Pennsylvania corporation, by Quit-Claim Deed dated December 1, 2009 and recorded June 7, 2010 in Berks County as Instrument No. 2010021516, granted and conveyed to WEEU Broadcasting Company, a Pennsylvania corporation.

#### PARCEL 4

ALL THAT CERTAIN lot or piece of ground, together with the building and improvements thereon erected, situate at the Northwest corner of North 4<sup>th</sup> Street and Court Street, in the City of Reading, County of Berks and Commonwealth of Pennsylvania, bounded on the North by property late of Landis R. Klinger and Kathryn E. Klinger, his wife, on the East by said North 4<sup>th</sup> Street, on the South by said Court Street, and on the West by Rose Street.

PARCEL NO. 06530782701558

BEING THE SAME PREMISES which GH Spring Ridge Associates, Inc. f/k/a WEEU Broadcasting Co., a Pennsylvania corporation, by Deed dated July 30, 1999 and recorded August 19, 1999 in Berks County in Record Book 3114 page 2265, granted and conveyed to REC Acquisition Corporation, a Pennsylvania corporation.

AND the said REC Acquisition Corporation, a Pennsylvania corporation, subsequently changed its name and became known as WEEU Broadcasting Company, a Pennsylvania corporation.

**6.14(b) – Leased Real Property**

That certain lease dated on or about October 1, 2017, for the facility of Sellers' South Schuylkill News product for the premises 25 W. Main Street Suite 3, Schuylkill Haven, PA 17972.

That certain lease dated on or about April 14, 2014 by and between the Mervine Family Limited Partnership and Reading Eagle Company.

That certain lease dated December 4, 2015 by and between East Penn Self Storage and Reading Eagle Company.

That certain garage lease dated April 3, 2019, by and between Gary D. Wolfe and Reading Eagle Company.

That certain storage unit lease dated June 23, 2014, by and between Kuzans True Value and Reading Eagle Company.

That certain storage lease agreement dated March 28, 2018, by and between Pennside Storage and Reading Eagle Company.