

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heritage Newsprint Inc.		04/05/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA **Network Incorporated**

Name:	21st Century Media, Inc., fka 21st CMH Acquisition Co.
Street Address:	448 Lincoln Highway
City:	Fairless Hills
State/Country:	PENNSYLVANIA
Postal Code:	19030
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	73658619	HM

CORRESPONDENCE DATA

Fax Number: 2128721002
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2128362264
 Email: pgunn@akingump.com
 Correspondent Name: Patricia Gunn, c/o Akin Gump
 Address Line 1: One Bryant Park
 Address Line 4: New York, NEW YORK 10036-6745

NAME OF SUBMITTER:	Patricia Gunn
Signature:	/s/ Patricia Gunn
Date:	07/11/2013

Total Attachments: 278

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AMENDED AND RESTATED

ASSET PURCHASE AGREEMENT

DATED AS OF DECEMBER 19, 2012

AMONG

21ST CMH ACQUISITION CO.,

JOURNAL REGISTER COMPANY,

AND

THE OTHER SELLERS NAMED HEREIN

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AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

THIS AMENDED AND RESTATED ASSET PURCHASE AGREEMENT (this “Agreement”), dated as of December 19, 2012 (the “Execution Date”), is made by and among (i) 21st CMH Acquisition Co., a Delaware corporation (“Purchaser”), and (ii) Journal Register Company, a Delaware corporation (“JRC”) and each of its Subsidiaries listed on the signature pages of this Agreement (together with JRC, each a “Seller” and collectively, “Sellers”).

RECITALS

WHEREAS, on September 5, 2012 (the “Petition Date”), Sellers filed voluntary petitions for reorganization relief (the “Bankruptcy Cases”) with the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) pursuant to Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the “Bankruptcy Code”);

WHEREAS, Sellers desire to sell, transfer and assign to Purchaser, and Purchaser desires to acquire and assume from Sellers, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, the Acquired Assets and the Assumed Liabilities as more specifically provided herein;

WHEREAS, the independent director/manager of each board of directors, board of managers or applicable governing body of each Seller has determined that it is advisable and in the best interests of their respective estates and the beneficiaries of such estates to consummate the transactions provided for herein pursuant to the Bidding Procedures Order and the Bankruptcy Sale Order and has approved this Agreement; and

WHEREAS, the transactions contemplated by this Agreement are subject to the approval of the Bankruptcy Court and will be consummated only pursuant to the Bankruptcy Sale Order to be entered in the Bankruptcy Cases.

NOW, THEREFORE, in consideration of the foregoing and their respective representations, warranties, covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Sellers and Purchaser hereby agree as follows:

ARTICLE 1 **DEFINITIONS**

1.1 Certain Terms Defined. As used in this Agreement, the following terms have the following meanings:

“2007 Tax Refund” means the Sellers’ federal income tax refund resulting from carrying net operating losses back to the Sellers’ tax year ended January 2, 2008 from its tax year ended December 31, 2008.

“Acquired Assets” are those assets described in Section 2.1.

“Affiliate” means, with respect to any Person, any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with,

such Person, and the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct the management and policies of such Person, whether through ownership of voting securities, by contract or otherwise.

“Agreement” has the meaning set forth in the Preamble.

“Allocation Statement” has the meaning set forth in Section 3.2(a).

“Alternate Transaction” means a transaction or series of related transactions pursuant to which Sellers (a) accept a bid, other than that of Purchaser, as the highest or best offer, or (b) sell, transfer, lease or otherwise dispose of, directly or indirectly, including through an asset sale, stock sale, merger, reorganization, or bankruptcy plan of reorganization or liquidation, or other similar transaction (by Sellers or otherwise), including a Court-approved stand-alone plan of reorganization or refinancing, all or substantially all of the Acquired Assets (or agrees to do any of the foregoing) in a transaction or series of transactions to a party or parties other than Purchaser or seek to do any of the foregoing as set forth in this clause (b).

“Ancillary Agreement” means any agreement, document or instrument (other than this Agreement) that any Seller or Purchaser, as applicable, enters into or delivers in connection with the consummation of the transactions contemplated hereby.

“Assigned Contract” means any Contract to which any Seller is a party that such Seller is permitted under the Bankruptcy Code to sell and assign other than the Excluded Contracts.

“Assignment and Assumption Agreement” means the Assignment and Assumption Agreement in substantially the form annexed hereto as Exhibit A evidencing the assignment to and assumption by Purchaser of all rights and obligations under the Assigned Contracts.

“Assumed Liabilities” has the meaning set forth in Section 2.3.

“Assumed Plans” has the meaning set forth in Section 6.4(g).

“Auction” means the auction for the sale of Sellers’ assets conducted by Sellers if, and only if, any Qualified Bid is received pursuant to the Bidding Procedures Order.

“Bankruptcy Cases” has the meaning set forth in the Recitals.

“Bankruptcy Code” has the meaning set forth in the Recitals.

“Bankruptcy Court” has the meaning set forth in the Recitals.

“Bankruptcy Sale Order” means a final order, in all material respects in the form of Exhibit B, entered by the Bankruptcy Court, which Bankruptcy Sale Order shall be reasonably acceptable to Purchaser.

“Bidding Procedures Motion” means a motion, which may be the Motion, seeking to approve the Bidding Procedures Order.

“Bidding Procedures Order” means a final order, in all material respects in the form of Exhibit C, issued by the Bankruptcy Court that, among other things, establishes procedures for an auction process to solicit competing bids.

“Bill of Sale” means the Bill of Sale in all material respects in the form of Exhibit D conveying to Purchaser title to all of the Acquired Assets.

“Budget” means the budget provided to the administrative agent pursuant to the DIP Credit Agreement and attached hereto as Exhibit E.

“Business” means Sellers’ business of operating newspapers and publications and related websites.

“Business Day” means any day other than Saturday, Sunday and any day that is a legal holiday or a day on which banking institutions in New York are authorized by Law or other governmental action to close.

“Casualty” has the meaning set forth in Section 6.6.

“CBAs” mean, collectively, Sellers’ collective bargaining agreements with any union.

“CERCLA” means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. § 9601 et seq.), and any regulations promulgated thereunder.

“Claim” has the meaning ascribed by Bankruptcy Code § 101(5), including all rights, claims, causes of action, defenses, debts, demands, damages, offset rights, setoff rights, recoupment rights, obligations, and liabilities of any kind or nature under contract, at Law or in equity, known or unknown, contingent or matured, liquidated or unliquidated, and all rights and remedies with respect thereto.

“Closing” has the meaning set forth in Section 10.1.

“Closing Date” has the meaning set forth in Section 10.1.

“COBRA” means the Consolidated Omnibus Budget Reconciliation Act of 1985.

“Code” means the Internal Revenue Code of 1986, as amended, and the regulations issued thereunder.

“Connecticut Tax Settlement” means that certain Stipulation and Agreed Order Regarding Certain Claims of the State of Connecticut Department of Revenue Services with respect to JRC, dated July 21, 2009.

“Contract” means any agreement, contract, lease, sublease, purchase order, arrangement, license, commitment or other binding arrangement or understanding, whether written or oral, and any amendments, modifications or supplements thereto, including, for the avoidance of doubt, any Real Property Lease and any customer subscription agreement or contract.

“Credit Bid Amount” has the meaning set forth in Section 3.1(a).

“Credit Bid Release and Waiver” has the meaning set forth in Section 3.1(a).

“Creditors’ Committee” means the Official Committee of Unsecured Creditors of Sellers appointed by the Office of the United States Trustee in the Bankruptcy Cases.

“Cure Amounts” has the meaning set forth in Section 6.5(b).

“Designation Notice” has the meaning set forth in Section 3.3.

“Designee” has the meaning set forth in Section 3.3.

“DIP Credit Agreement” means the Wells Fargo Revolver as amended by the Ratification and Amendment Agreement by and among Sellers and Wells Fargo Bank, N.A., without giving effect to any amendments thereto.

“DIP Obligations” means all Indebtedness as of the Closing outstanding under the DIP Credit Agreement.

“DIP Orders” means the interim and final orders of the Bankruptcy Court approving Sellers’ entry into the DIP Credit Agreement.

“Documents” means all files, documents, instruments, papers, books, reports, records, tapes, microfilms, photographs, letters, budgets, forecasts, ledgers, journals, title policies, customer lists, regulatory filings, operating data and plans, technical documentation (including design specifications, functional requirements, operating instructions, logic manuals and flow charts), user documentation (including installation guides, user manuals, training materials, release notes and working papers), marketing documentation (including sales brochures, flyers, pamphlets, Internet Web pages and any Internet Web page content), cost and pricing information, business plans, quality control records and procedures, blueprints, accounting and tax files, customer files and documents (including credit information), personnel files for employees, supplier lists, records, literature and correspondence, including materials relating to inventories, services, marketing, advertising, promotional materials, documents evidencing or constituting Intellectual Property, and other similar materials to the extent related to, used in, held for use in, or with respect to, the Business or the Acquired Assets in each case whether or not in electronic form, whether or not physically located on any of the Leased Properties, but excluding (a) personnel files for Employees who are not hired by Purchaser as of the Closing Date (except records necessary for Purchaser to provide COBRA coverage if required by Law) and (b) any materials exclusively related to any Excluded Assets.

“DOJ” has the meaning set forth in Section 6.3(c)(i).

“Electronic Delivery” has the meaning set forth in Section 12.12.

“Employee” means any employee of Sellers as of the Closing Date.

“Employee Benefit Plans” has the meaning set forth in Section 4.10(a).

“Encumbrances” means, to the extent not considered a Lien, any security interest, lien, collateral assignment, right of setoff, debt, obligation, liability, pledge, levy, charge, escrow, encumbrance, option, right of first refusal, restriction (whether on transfer, disposition or otherwise), third party right, right limited to any Seller personally, other agreement term tending to limit any right or privilege of any Seller under any Contract, conditional sale contract, title retention contract, mortgage, lease, deed of trust, hypothecation, indenture, security agreement, easement, license, servitude, proxy, voting trust, transfer restriction under any shareholder or similar agreement, or any other agreement, arrangement, contract, commitment, understanding or obligation of any kind whatsoever, whether written or oral, or imposed by any Law, equity or otherwise.

“Environmental Laws” has the meaning set forth in Section 4.11.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

“ERISA Affiliates” has the meaning set forth in Section 4.10(a).

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

“Excluded Account” means a bank account owned by JRC and specifically maintained to hold the Winddown Cash.

“Excluded Contracts” means (a) the Contracts set forth on Schedule 1.1(a) as updated pursuant to Section 2.5 and (b) Contracts relating to the Excluded Assets and the Excluded Liabilities.

“Excluded Liabilities” has the meaning set forth in Section 2.4.

“Execution Date” has the meaning set forth in the Preamble.

“Facilities” means all facilities at which the Business is conducted including all Leased Real Property and Owned Real Property.

“FF&E” means all equipment, machinery, fixtures, furniture and other tangible property owned by Sellers located at any of the Facilities (unless sold to any third party in the ordinary course of business and not in violation of this Agreement), stored in any offsite location or used or useful in the operation of the Business or the Acquired Assets (including all such property that is damaged), including all work in process, raw materials, newsprint, inventory, stores and supplies, tools, finished products, spare parts, packaging and shipping containers, and other materials.

“FTC” has the meaning set forth in Section 6.3(c)(i).

“Governmental Authority” means any U.S. or foreign, federal, state or local, court, tribunal, governmental department, agency, board or commission, regulatory, taxing or supervisory authority, or other administrative, governmental or quasi-governmental body, subdivision or instrumentality.

“Hazardous Materials” shall mean (a) any petroleum products or byproducts, radioactive materials, friable asbestos or polychlorinated biphenyls or (b) any waste, material, or substance defined as a “hazardous substance,” “hazardous material,” or “hazardous waste” or “pollutant” or otherwise regulated under any applicable Environmental Law.

“HSR Act” means the Hart-Scott-Rodino Antitrust Improvements Act of 1976.

“Improvements” means, with respect to any Real Property, all buildings, fixtures, structures, systems, facilities, easements, rights-of-way, privileges, improvements, licenses, hereditaments, appurtenances and all other rights and benefits belonging, or in any way related, to such Real Property.

“Indebtedness” with respect to any Person means any obligation of such Person for borrowed money, and in any event shall include (a) any obligation of such Person incurred for all or any part of the purchase price of property or other assets or for the cost of property or other assets constructed or of improvements thereto, other than accounts payable included in current liabilities and incurred in respect of property purchased in the ordinary course of business, (b) the face amount of all letters of credit issued for the account of such Person, (c) obligations of such Person (whether or not such Person has assumed or become liable for the payment of such obligation) secured by Liens or Encumbrances, (d) capitalized lease obligations of such Person, (e) all guarantees and similar obligations of such Person, (f) all accrued interest, fees and charges in respect of any indebtedness of such Person and (g) all prepayment premiums and penalties, and any other fees, expenses, indemnities and other amounts payable as a result of the prepayment or discharge of any indebtedness of such Person.

“Intellectual Property” means all rights of Sellers and their direct and indirect subsidiaries in and to (a) patents, patent applications and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, reexaminations, provisionals, divisions, renewals, revivals, and foreign counterparts thereof and all registrations and renewals in connection therewith, (b) trademarks, service marks, trade dress, logos, trade names and corporate names and other indicia of origin and corporate branding, together with all translations, adaptations, derivations and combinations thereof and including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith, (c) works of authorship, copyrightable works, copyrights and all applications, registrations and renewals in connection therewith, (d) mask works and all applications, registrations and renewals in connection therewith, (e) trade secrets, inventions and confidential business information (including recipes, ideas, research and development, know-how, formulas, compositions, manufacturing and production processes and techniques, technical data, designs, drawings, specifications, customer and supplier lists, pricing and cost information, business and marketing plans and proposals, assembly, test, installation, service and inspection instructions and procedures, technical, operating and service and maintenance manuals and data, hardware reference manuals and engineering, programming, service and maintenance notes and logs), (f) Software, (g) Internet addresses, uniform resource locaters, domain names, Websites and Web pages, (h) any and all other intellectual property and proprietary rights, and (i) goodwill related to all of the foregoing, in each case to the extent used or useful in the operation of the Business or related to the Acquired Assets.

“Interest” means “interest” as that term is used in Bankruptcy Code Section 363(f).

“IRS” means the U.S. Internal Revenue Service.

“JRC” has the meaning set forth in the Preamble.

“Law” means any law, statute, ordinance, regulation, rule, code or rule of common law or otherwise of, or any order, judgment, injunction or decree issued, promulgated, enforced or entered by, any Governmental Authority.

“Leased Real Property” means all Real Property leased, subleased or licensed by Sellers, all of which are identified on Schedule 4.6(a) (including any easements, rights or permits appurtenant thereto), at which certain of the Facilities are operated or which is used or useful in connection with the operation of the Business.

“Liability” means any liability or obligation (whether known or unknown, whether asserted or unasserted, whether absolute or contingent, whether accrued or unaccrued, whether liquidated or unliquidated, and whether due or to become due and regardless of when asserted), including any liability for Taxes.

“Lien” has the meaning given to that term in the Bankruptcy Code.

“Material Adverse Effect” means, other than the filing of the Bankruptcy Cases and the effect thereof, a state of facts, event, change or effect with respect to the Business, the Acquired Assets, the Assumed Liabilities or the enforceability of any Assigned Contract that results in or could reasonably be expected to result in a material adverse effect on or change in the results of operations, condition (financial or otherwise) or prospects of Sellers, the Acquired Assets or the Business, but excludes any state of facts, event, change or effect caused by events, changes or developments relating to (a) changes or conditions affecting the industries in which Sellers operate generally; (b) changes in economic, regulatory or political conditions generally; (c) the sale of the Acquired Assets to the Purchaser; and (d) the financial, banking or capital markets in general, including any disruption thereof or any decline in the price of securities generally or any market or index; provided, in each case, that any such change does not have a disproportionate effect on Sellers, the Acquired Assets, or the Business taken as a whole.

“Material Contracts” has the meaning set forth in Section 4.5(b).

“Motion” has the meaning set forth in Section 8.1.

“Orders” means the Bankruptcy Sale Order and the Bidding Procedures Order.

“Organizational Amendments” has the meaning set forth in Section 6.7.

“Owned Real Property” has the meaning set forth in Section 4.6(a).

“Permits” means all certificates of occupancy or other certificates, permits, authorizations, filings, approvals and licenses possessed by Sellers, or through which Sellers

have rights, that are used, useable or useful in the operation of the Business or the use or enjoyment or benefit of the Acquired Assets.

“Permitted Lien” means: (a) Liens for Taxes not yet due and payable or which are being contested in good faith by appropriate proceedings and for which adequate reserves with respect thereto are maintained on the books of Sellers; (b) statutory liens of carriers, warehousemen, mechanics, repairmen, workmen, suppliers or materialmen imposed by law and arising in the ordinary course of business that are not delinquent and that do not, individually or in the aggregate, materially affect the ownership, lease, value or use of the affected asset or of the Acquired Assets as a whole; (c) pledges or deposits in connection with workers’ compensation, unemployment insurance and other social-security legislation; (d) with respect to Real Property, any Lien which a reputable title insurance company would be willing to omit as an exception, or affirmative insure, in its title insurance policy for the applicable parcel of Real Property; (e) with respect to Real Property, any condition that may be shown by a current and accurate survey, or that would be apparent as part of a physical inspection, of the applicable parcel of Real Property, in each case which does not materially adversely interfere with the present use of the parcel of Real Property it affects; (f) Liens that will be released prior to or as of Closing; and (g) all defects, exceptions, restrictions, easements, rights-of-way, restrictions and other similar encumbrances of record other than monetary encumbrances, judgments and monetary liens, as well as zoning, entitlement and other land use regulations by any Governmental Authority that in each case (i) would not in any case, individually or in the aggregate, reasonably be expected to materially and adversely impair the ownership or lease of nor materially and adversely detract from the value or use of the property subject thereto or (ii) would not be reasonably expected to materially interfere with the ordinary conduct of the business of Sellers at the property subject thereto.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization or Governmental Authority or other entity.

“Petition Date” has the meaning set forth in the Recitals.

“Pre-Closing Period” means any taxable period or portion thereof beginning before and ending on or before the Closing Date. If a taxable period begins on or prior to the Closing Date and ends after the Closing Date, then the portion of the taxable period that ends on the Closing Date shall constitute a Pre-Closing Period.

“Pre-Petition Credit Agreements” means, collectively, that certain (a) Term Loan Agreement (Tranche A Loans) dated as of August 7, 2009, among JRC, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent, as amended or modified through the Execution Date, and (b) Term Loan Agreement (Tranche B Loans) dated as of August 7, 2009, among JRC, the lenders from time to time party thereto and Wells Fargo Bank, N.A., as administrative agent, as amended or modified through the Execution Date.

“Pre-Petition Loan Documents” means the “Loan Documents” as defined in the Pre-Petition Credit Agreements, and all other documents referred to therein or delivered in connection therewith.

“Prior Agreement” has the meaning set forth in Section 1.3.

“Proceeding” has the meaning set forth in Section 2.4(a)(vii).

“Purchase Price” has the meaning set forth in Section 3.1(a).

“Purchaser” has the meaning set forth in the Preamble and includes each Designee in accordance with Section 3.3.

“Purchaser Employees” means the Employees of Sellers who accept an offer of employment with Purchaser based on the initial terms and conditions set by Purchaser.

“Qualified Bid” means competing bids pre-qualified for the Auction in accordance with the Bidding Procedures Order.

“Real Property” means all real property owned, leased or subleased by Sellers and all easements granted to Sellers together with all buildings and Improvements thereon and all appurtenances and rights thereto.

“Real Property Leases” means all of Sellers’ right, title and interest in all leases, subleases, licenses, concessions and other agreements (written or oral) and all amendments, extensions, renewals, guaranties and other agreements with respect thereto, pursuant to which Sellers hold a leasehold or subleasehold estate in, or are granted a license or other right to use the Leased Real Property.

“Related Person” means, with respect to any Person at any time of determination, all directors, officers, members, managers, stockholders, employees, controlling persons, Affiliates, agents, professionals, attorneys, accountants, lenders, investment bankers or representatives of any such Person.

“Release” shall have the meaning set forth in CERCLA.

“Required Filings” has the meaning set forth in Section 6.4(g).

“Sale Hearing” means the hearing to consider the entry of the Bankruptcy Sale Order.

“Schedules” has the meaning set forth in Section 6.1(c).

“Seller” and “Sellers” have the meaning set forth in the Preamble.

“Sellers’ Knowledge” means the actual (and not constructive) knowledge of John Paton, Jeff Bairstow, William Higginson, Gary Struening and Michael Kuritzkes, in each case, without duty of inquiry.

“Software” means any computer program, operating system, application, system, firmware or software of any nature, point-of-entry system, peripherals, and data whether operational, active, under development or design, nonoperational or inactive, including all object code, source code, comment code, algorithms, processes, formulae, interfaces, navigational

devices, menu structures or arrangements, icons, operational instructions, scripts, commands, syntax, screen designs, reports, designs, concepts, visual expressions, technical manuals, tests scripts, user manuals and other documentation therefor, whether in machine-readable form, virtual machine-readable form, programming language, modeling language or any other language or symbols, and whether stored, encoded, recorded or written on disk, tape, film, memory device, paper or other media of any nature, and all databases necessary or appropriate in connection with the operation or use of any such computer program, operating system, application, system, firmware or software.

“Subsidiary” means, with respect to any Person: (a) any corporation of which more than 50% of the total voting power of all classes of the equity interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors is owned by such Person directly or through one or more other Subsidiaries of such Person and (b) any Person other than a corporation of which at least a majority of the equity interests (however designated) entitled (without regard to the occurrence of any contingency) to vote in the election of the governing body, partners, managers or others that will control the management of such entity is owned by such Person directly or through one or more other Subsidiaries of such Person.

“Tax” or “Taxes” means all taxes, however denominated, including any interest, penalties or additions to tax that may become payable in respect thereof, imposed by any Governmental Authority, whether payable by reason of contract, assumption, transferee liability, operation of Law or Treasury Regulation Section 1.1502-6(a) (or any predecessor or successor thereof or any analogous or similar provision under Law), which taxes shall include all net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, franchise, bank shares, withholding, payroll, employment, excise, property, abandoned property, escheat, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, license, lease, service, service use, occupation, severance, energy, sales, use, transfer, real property transfer, recording, documentary, stamp, registration, stock transfer taxes and fees, unemployment, social security, workers’ compensation, capital, premium, and other taxes, assessments, customs, duties, fees, levies, or other governmental charges of any nature whatever, whether disputed or not, and other assessments or obligations of the same or a similar nature, whether arising before, on or after the Closing Date.

“Tax Return” means any report, return, information return, filing declaration, statement, or claim for refund, including any schedules, exhibits or attachments thereto, and any amendments to any of the foregoing required to be filed or maintained in connection with the calculation, determination, assessment or collection of any Taxes (including estimated Taxes).

“Third Party Licenses” has the meaning set forth in Section 4.5(a)(xv).

“Transaction Taxes” has the meaning set forth in Section 7.1.

“Treasury Regulation” means any of the regulations promulgated by the Department of the Treasury under the Code.

“Trust Fund Taxes” means liabilities for sales, use, withholding or other employment related taxes for which officers and directors may have personal liability for non-payment under applicable law.

“WARN Act” means the Worker Adjustment and Retraining Notification Act, as amended, or any similar applicable state or local Law.

“Wells Fargo Revolver” means the Loan and Security Agreement, dated as of August 7, 2009, by and among Wells Fargo and Sellers, together with all amendments or modifications thereto through the Execution Date.

“Winddown Cash” has the meaning set forth in Section 3.1(a).

1.2 Interpretation. When a reference is made in this Agreement to a section or article, such reference shall be to a section or article of this Agreement unless otherwise clearly indicated to the contrary.

(a) Whenever the words “include,” “includes” or “including” are used in this Agreement they shall be deemed to be followed by the words “without limitation.”

(b) The words “hereof,” “herein” and “herewith” and words of similar import shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement, and article, section, paragraph, exhibit and schedule references are to the articles, sections, paragraphs, exhibits and schedules of this Agreement unless otherwise specified.

(c) The meaning assigned to each term defined herein shall be equally applicable to both the singular and the plural forms of such term. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(d) A reference to any party to this Agreement or any other agreement or document shall include such party’s successors and permitted assigns.

(e) A reference to any legislation or to any provision of any legislation shall include any amendment to, and any modification or reenactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(f) When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a non-Business Day, the period in question shall end on the next succeeding Business Day.

(g) Any reference in this Agreement to \$ shall mean U.S. dollars.

(h) The parties hereto have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or

burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

1.3 Amendment and Restatement of Prior Agreement. This Agreement amends and restates in its entirety the Asset Purchase Agreement dated as of November 29, 2012 (the “Prior Agreement”) by and among the Purchaser and the Sellers. The Prior Agreement is hereby terminated and shall have no further force or effect.

ARTICLE 2

PURCHASE AND SALE OF THE ACQUIRED ASSETS

2.1 Purchase and Sale of Assets. Pursuant to Sections 105, 363 and 365 of the Bankruptcy Code, on the terms and subject to the conditions set forth in this Agreement, at the Closing, Purchaser shall purchase, acquire and accept from Sellers, and Sellers shall sell, transfer, assign, convey and deliver to Purchaser, all of Sellers’ right, title and interest in, to and under the Acquired Assets, free and clear of all pledges, security interests, Liens, Claims, Interests or Encumbrances (other than Permitted Liens). “Acquired Assets” shall mean all of the, direct or indirect, right, title and interest of Sellers in and to the tangible and intangible assets, properties, rights, claims and Contracts used, useful, or held for use in, or directly or indirectly related to, the Business (but excluding Excluded Assets) as of the Closing, including:

(a) all cash (including checks received prior to the Closing, whether or not deposited or cleared prior to the Closing), cash equivalents and short-term investments;

(b) all accounts receivable, rebates, refunds (whether related to Taxes or otherwise, including, upon receipt, any IRS tax refund for JRC for tax year 2010 but specifically excluding the 2007 Tax Refund) and other receivables of Sellers and all barter accounts, however evidenced;

(c) all deposits (including, with respect to the Acquired Assets, customer deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone or otherwise), credits and prepaid charges and expenses of Sellers that relate to the Acquired Assets;

(d) all of Sellers’ rights under each Assigned Contract;

(e) all rights of Sellers under each Real Property Lease included within the Assigned Contracts, in each case together with Sellers’ interests in and to all Improvements located on the Leased Real Property subject to such Real Property Lease, any other appurtenances thereto, and all of Sellers’ rights in respect thereof;

(f) all Owned Real Property together with all Improvements thereto and thereon;

(g) all FF&E;

(h) all Intellectual Property (including the names set forth in Section 6.7);

- (i) all telephone and facsimile numbers and all email addresses;
- (j) all Documents;
- (k) all Permits;
- (l) all rights, recoveries, refunds and rights of set-off against third parties;
- (m) except as set forth on Schedule 2.2(k), all rights under or arising out of all insurance policies relating to the Business or the Acquired Assets, unless non-assignable as a matter of Law;
- (n) all rights of Sellers under non-disclosure or confidentiality, non-compete, or non-solicitation agreements with Purchaser Employees or agents of Sellers or with third parties, including non-disclosure or confidentiality, non-compete, or non-solicitation agreements entered into in connection with the Auction;
- (o) except as set forth on Schedule 2.2(k), any rights, claims or causes of action of Sellers, including all causes of action arising under Chapter 5 of the Bankruptcy Code, or otherwise relating to the Business and the Acquired Assets; provided, however, that Purchaser agrees, upon Closing, to waive any Chapter 5 causes of action against parties to Assigned Contracts and parties that have claims against Sellers which constitute Assumed Liabilities;
- (p) all rights of Sellers under or pursuant to all warranties, representations and guarantees made by suppliers, manufacturers and contractors to the extent relating to products sold, or services provided, to Sellers or to the extent affecting any Acquired Assets other than any warranties, representations and guarantees pertaining to any Excluded Assets;
- (q) all interests of Sellers in, and all assets relating to, the Assumed Plans (if any);
- (r) all goodwill and other intangible assets associated with the Business and the Acquired Assets;
- (s) all amounts remaining in the Professional Fee Reserve (as defined in the final DIP Order) after payment to the Sellers' and Creditors Committee's Professionals (as defined in the final DIP Order) of all fees and expenses incurred prior to the Closing and allowed pursuant to orders of the Bankruptcy Court; and
- (t) all other assets of any nature whatsoever relating to the Business other than the Excluded Assets.

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, nothing herein shall be deemed to sell, transfer, assign or convey the Excluded Assets to Purchaser, and Sellers shall retain all right, title and interest to, in and under, and all obligations with respect to, the Excluded Assets. For all purposes of and under this Agreement, and as the same may be amended pursuant to Section 2.5, the term "Excluded Assets" shall mean:

(a) any asset of Sellers that otherwise would constitute an Acquired Asset but for the fact that it is conveyed, leased or otherwise disposed of, in the ordinary course of Sellers' business prior to the Closing Date not in violation of this Agreement;

(b) the certificates of incorporation or, as applicable, formation, qualifications to conduct business as a foreign corporation or, as applicable, limited liability company, taxpayer and other identification numbers, seals, stock transfer books, blank stock certificates, corporate books and records of internal corporate or limited liability company proceedings, tax and accounting records, work papers and other records relating to the organization or maintenance of corporate or limited liability company existence of Sellers and any other records that Sellers are required by Law to retain; provided, however, that copies of the foregoing items shall be provided by Sellers to Purchaser following the Closing Date upon Purchaser's request at Purchaser's sole expense;

(c) the rights of Sellers under this Agreement and all consideration payable or deliverable to Sellers under this Agreement (including the Winddown Cash), but excluding cash flows under any Assigned Contract;

(d) all rights, Liabilities and interests in connection with, and assets of, any Employee Benefit Plan other than the Assumed Plans;

(e) the capital stock or other equity interests of any Seller;

(f) all rights under or arising out of insurance policies that are non-assignable as a matter of Law;

(g) the assets listed on Schedule 2.2(g);

(h) all Excluded Contracts;

(i) any Contract that terminates or expires prior to the Closing Date in accordance with its terms or in the ordinary course of business of Sellers;

(j) all rights (including rights under insurance policies), claims or causes of action with respect to or arising in connection with Excluded Assets;

(k) all rights (including rights under insurance policies), claims or causes of action set forth on Schedule 2.2(k);

(l) any and all CBAs and agreements between any Seller and a union, including all rights, Liabilities and interest therein;

(m) the Excluded Account;

(n) all deposits (including, with respect to the Excluded Assets, customer deposits and security deposits (whether maintained in escrow or otherwise) for rent, electricity, telephone or otherwise) and prepaid charges and expenses of Sellers that relate exclusively to the Excluded Assets to the extent such deposits, prepaid charges or expenses are rightfully and

legally offset against corresponding accounts payable of Sellers arising prior to the Petition Date; and

- (o) the 2007 Tax Refund.

2.3 Assumption of Liabilities. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees, effective at the time of the Closing, to assume, pay, perform and discharge the following Liabilities (the "Assumed Liabilities"):

- (a) all Cure Amounts due and owing under the Assigned Contracts;

- (b) all of Sellers' Liabilities under the Assigned Contracts;

- (c) to the extent not already paid or included in the DIP Obligations, all ordinary course Liabilities with respect to the Acquired Assets (including ordinary course trade payables) arising after the Petition Date to the extent (i) relating to conduct of the Business after the Petition Date through the Closing Date (whether billed to Sellers prior to, on or after the Closing Date) and (ii) set forth in the Budget, but specifically excluding fees and expenses of any professionals, advisors or representatives of the Sellers and the Creditors' Committee for any legal, accounting, investment banking, brokerage or similar fees or expenses incurred by any Seller or any predecessor of any Seller or the Creditors' Committee in connection with, resulting from or attributable to (A) the Bankruptcy Cases or the transactions contemplated by this Agreement or (B) in pursuing or supporting claims, objections, avoidance actions, or any other litigation against Purchaser;

- (d) all Liabilities relating to the Assumed Plans;

- (e) all Liabilities relating to amounts required to be paid by Purchaser hereunder;

- (f) all Trust Fund Taxes and all Transaction Taxes covered by Section 7.1;

- (g) all Liabilities for deductibles, retrospective premiums and/or self insurance retention accounts relating to (i) the matters identified on Schedule 2.3(g) and (ii) the publisher's liability and defamation matters identified on Schedule 4.14, in the case of clause (ii), only where an individual reporter is a named defendant and has not been dismissed;

- (h) all Liabilities relating to alleged or actual violations of Environmental Law to the extent arising out of or otherwise relating to Purchaser's ownership, possession or use of the Acquired Assets or the operation of the Business from and after the Closing Date and unrelated to environmental conditions existing prior to Closing; and

- (i) all unpaid sales and use Taxes incurred or collected in the ordinary course of business during the period between the Petition Date and the Closing Date. By way of clarification, this does not include any income, gross receipts, franchise, alternative minimum tax or other Taxes that will arise as a result of the sale of the Acquired Assets or the assumption of the Assumed Liabilities pursuant to this Agreement and any deferred Taxes of any nature.

2.4 Excluded Liabilities.

(a) Except as specifically set forth in Section 2.3, Purchaser shall not assume or be liable for any Claims, Liens, Encumbrances, Interests or Liabilities of Sellers of any nature whatsoever, whether presently in existence or arising hereafter (other than the Assumed Liabilities), including the following (collectively, the “Excluded Liabilities”):

(i) all Claims or Liabilities of Sellers that relate to any of the Excluded Assets (including under any Excluded Contracts);

(ii) [Intentionally omitted.];

(iii) except as expressly set forth in Section 2.3(i), all Claims or Liabilities of Sellers or for which Sellers or any Affiliate of any Seller could be liable relating to Taxes with respect to a Pre-Closing Period (with respect to the Acquired Assets or otherwise), including any income, gross receipts, franchise, alternative minimum tax or other Taxes that will arise as a result of the sale of the Acquired Assets or the assumption of the Assumed Liabilities pursuant to this Agreement and any deferred Taxes of any nature, other than Trust Fund Taxes;

(iv) all Claims or Liabilities for any legal, accounting, investment banking, brokerage or similar fees or expenses incurred by any Seller or any predecessor of any Seller in connection with, resulting from or attributable to the Bankruptcy Cases or the transactions contemplated by this Agreement or otherwise (other than the fees of any real estate advisor(s) retained to assist in negotiations with Sellers’ landlords not to exceed \$50,000 in the aggregate);

(v) all Indebtedness of any Seller;

(vi) all Liabilities of Sellers related to the right to or issuance of any capital stock or other equity interest of any Seller, including any stock options or warrants;

(vii) all Liabilities of Sellers resulting from, caused by or arising out of, or which relate to, directly or indirectly, the conduct of anyone or ownership, lease or license of any properties or assets or any properties or assets previously used by Sellers or any predecessor of any Seller at any time, or other actions, omissions or events occurring prior to the Closing and which (A) constitute, may constitute or are alleged to constitute a tort, breach of contract or violation of any rule, regulation, treaty or other similar authority or (B) relate to any and all Claims, disputes, demands, actions, Liabilities, damages, suits in equity or at Law, administrative, regulatory or quasi-judicial proceedings, accounts, costs, expenses, setoffs, contributions, attorneys’ fees or causes of action of whatever kind or character (“Proceeding”) against Sellers, whether past, present, future, known or unknown, liquidated or unliquidated, accrued or unaccrued, pending or threatened, including, Liabilities related to the matters set forth on Schedule 4.8(b), Schedule 4.9(b), Schedule 4.9(c) and Schedule 4.14;

(viii) any Liability arising out of any Proceeding commenced against Sellers or any predecessor of any Seller after the Closing and arising out of, or relating to, any

occurrence or event happening prior to, on or after the Closing (except that Purchaser shall be liable for all Cure Amounts);

(ix) all Claims or Liabilities with respect to the Employees or former employees, or both (or their representatives) of Sellers or any predecessor of any Seller based on any action or inaction occurring prior to and including on the Closing Date, including payroll, vacation, sick leave, workers' compensation, unemployment benefits, pension benefits, employee stock option or profit sharing plans, health care plans or benefits (including COBRA), or any other employee plans or benefits or other compensation of any kind to any employee, and obligations of any kind including any Liability pursuant to the WARN Act;

(x) any Liability arising under any Employee Benefit Plan or any other employee benefit plan, policy, program, agreement or arrangement at any time maintained, sponsored or contributed to by Sellers or any ERISA Affiliate, or with respect to which Sellers or any ERISA Affiliate has any Liability including with respect to any underfunded pension Liability;

(xi) all accounts payable of Sellers arising prior to the Petition Date (except that Purchaser shall be liable for all Cure Amounts);

(xii) any Liability arising out of or relating to services or products of Sellers to the extent performed, marketed, sold or distributed prior to the Closing;

(xiii) [Intentionally omitted.];

(xiv) any Liability under any Excluded Contract;

(xv) any Liability under any employment, CBA, severance, retention or termination agreement with any employee, consultant or contractor (or their representatives) of Sellers;

(xvi) any Liability arising out of or relating to any grievance by current or former employees of Sellers, whether or not the affected employees are hired by Purchaser;

(xvii) any Liability to any shareholder or other equity holder of any Seller;

(xviii) any Liability arising out of or resulting from non-compliance or alleged non-compliance with any Law, ordinance, regulation or treaty by Sellers;

(xix) any Liability for infringement or misappropriation of any Intellectual Property arising out of or relating to any conduct of any Seller or operation of the Business on or before the Closing;

(xx) any Liability of Sellers under this Agreement or any other document executed in connection herewith;

(xxi) any Liability of Sellers related to all Indebtedness as of the Closing outstanding under the Pre-Petition Loan Documents;

(xxii) any Liability of Sellers based upon such Person's acts or omissions occurring after the Closing;

(xxiii) any Liability arising out of or relating to the Connecticut Tax Settlement;

(xxiv) the Liabilities specifically identified and described on Schedule 2.4(a)(xxiv); and

(xxv) any other Liabilities of Sellers not expressly assumed by Purchaser pursuant to Section 2.3.

(b) The parties acknowledge and agree that disclosure of any Liability on any Schedule to this Agreement shall not create an Assumed Liability or other Liability of Purchaser, except where such disclosed Liability has been expressly assumed by Purchaser as an Assumed Liability in accordance with the provisions of Section 2.3.

2.5 Assignment and Assumption of Contracts. Notwithstanding anything herein to the contrary, (a) at any time prior to the date that is the later of (i) five (5) days after the resolution of any dispute with a non-debtor party to an Assigned Contract relating to the Cure Amount or adequate assurance and (ii) the conclusion of the cure objection hearing relating to any particular Assigned Contract as to which a cure objection has been timely filed, Purchaser shall be entitled, in its sole discretion, to add any Contract to the list of Excluded Contracts by providing written notice thereof to Sellers and any Contract so added shall be deemed to be an "Excluded Contract" for all purposes hereunder and (b) at any time prior to the date that is twelve (12) days prior to the Closing Date, the Purchaser shall be entitled, in its sole discretion, to request Sellers to remove from the list of Excluded Contracts any Contract of the Business by providing written notice thereof to Sellers, and any Contract so removed shall constitute Acquired Assets; provided that Purchaser shall not be entitled to remove from the list of Excluded Contracts any Contract of Sellers that Sellers have previously rejected by order of the Bankruptcy Court. Sellers shall give written notice to Purchaser prior to the submission of any motion in its Bankruptcy Case to reject any Contract; provided that in no event shall Sellers seek to reject or reject any Contract associated with the Business prior to the Closing Date unless prior written approval has been obtained from Purchaser; and provided, further, that Sellers shall not seek to reject or reject any Contract which is an Assigned Contract.

2.6 Waiver of Claim. Purchaser and all of its Affiliates and parent entities shall, upon Closing, waive all Claims in excess of the Credit Bid Amount against Sellers arising under, or otherwise relating to, the Pre-Petition Loan Documents.

ARTICLE 3
CONSIDERATION

3.1 Purchase Price.

(a) The purchase price (the “Purchase Price”) for the purchase, sale, assignment and conveyance of Sellers’ right, title and interest in, to and under the Acquired Assets shall consist of (i) the payment to Sellers of an amount equal to the sum of (A) a cash payment of \$6,000,000 (the “Winddown Cash”) plus (B) cash sufficient to pay off the DIP Obligations; (ii) a credit bid in an amount equal to \$114,150,000 (such amount as may be increased pursuant to Section 3.1(c), the “Credit Bid Amount”) which shall include the release of all Liabilities and Indebtedness of Sellers and waiver of all Claims against Sellers arising under, or otherwise relating to the Pre-Petition Loan Documents but only with respect to the Credit Bid Amount (collectively, the “Credit Bid Release and Waiver”); (iii) a cash amount equal to the severance and accrued paid time off that is required to be paid to any of Sellers’ employees that are not offered employment with Purchaser pursuant to Section 6.4, and (iv) the assumption by Purchaser of the Assumed Liabilities (which the parties estimate to equal approximately \$22,800,000, but in no event shall be deemed a representation and warranty or any cap on the amount of the Assumed Liabilities).

(b) At the Closing, the Purchase Price shall be payable, in Purchaser’s sole discretion, with respect to the Credit Bid Release and Waiver by delivering to Sellers fully executed releases of all Liabilities and Indebtedness and waivers of all Claims from the applicable lenders (including Purchaser or its Affiliates) with respect to Sellers’ obligations under the Pre-Petition Loan Documents but only with respect to the Credit Bid Amount and all other obligations under the Pre-Petition Loan Documents shall remain outstanding in accordance with the terms of the Pre-Petition Loan Documents.

(c) For the avoidance of doubt, at any time, and from time to time, during the Auction, Purchaser may increase the Purchase Price, including by increasing the Credit Bid Amount to the full amount then outstanding and owing under the Pre-Petition Loan Documents and or paying additional cash consideration.

3.2 Allocation of Purchase Price.

(a) Within the earlier of (i) 120 days after the Closing Date and (ii) 20 days prior to the extended due date of the Tax Returns to which IRS Form 8594 must be attached, Purchaser shall deliver to Sellers a statement (the “Allocation Statement”) allocating, for tax purposes, the consideration paid by Purchaser for the Acquired Assets among the Acquired Assets in accordance with Section 1060 of the Code and the Treasury Regulations promulgated thereunder, and the Allocation Statement shall be shall be finalized upon reasonable consultation with Sellers, and with Sellers’ consent, which consent shall not be unreasonably withheld or delayed.

(b) Except as otherwise required by applicable Law or pursuant to a “determination” under Section 1313(a) of the Code (or any comparable provision of U.S. state, local, or non-U.S. Law), the parties to this Agreement hereby agree to (i) be bound by the

Allocation Statement, (ii) act in accordance with the Allocation Statement in connection with the preparation, filing and audit of any Tax Return (including in the filing of IRS Form 8594 and any corresponding other Tax forms), and (iii) take no position inconsistent with the Allocation Statement for any Tax purpose (including in any audit, judicial or administrative proceeding). Purchaser and Sellers each agree to provide the other promptly with any other information required to complete IRS Form 8594. If the IRS or any other Governmental Authority proposes a different allocation, Sellers or Purchaser, as the case may be, shall promptly notify the other party of such proposed allocation. Sellers or Purchaser, as the case may be, shall provide the other party with such information and shall take such actions (including executing documents and powers of attorney in connection with such proceedings) as may be reasonably requested by such other party to carry out the purposes of this Section 3.2.

3.3 Assignment to Subsidiaries of Purchaser. Prior to the deadline for the filing of Cure Objections, Purchaser shall have the right to assign its rights to receive all or any part of the Acquired Assets and its obligations to assume all or any part of the Assumed Liabilities, in each case, to one or more Affiliates or Subsidiaries of Purchaser (each, a “Designee”) by providing written notice (the “Designation Notice”) to JRC and each such Designee shall be deemed to be a Purchaser for all purposes hereunder and under the Ancillary Agreements, except that no such assignment shall relieve Purchaser of its obligations hereunder.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers hereby represent and warrant to Purchaser as of the date hereof and as of the Closing Date:

4.1 Organization. Each Seller is duly organized, validly existing and in good standing under the Laws of its state of incorporation or formation and has all necessary power and authority to own, lease and operate its properties and to conduct its business in the manner in which its business is currently being conducted. Except as a result of the commencement of the Bankruptcy Cases, each Seller is qualified to do business and is in good standing in all jurisdictions where it owns its properties and assets and conducts the Business.

4.2 Authorization of Agreement. Subject to entry of the Bankruptcy Sale Order and authorization as is required by the Bankruptcy Court:

(a) each Seller has, or at the time of execution will have, all necessary power and authority to execute and deliver this Agreement and each Ancillary Agreement to which such Seller is or will become a party and to perform its obligations hereunder and thereunder;

(b) The execution, delivery and performance of this Agreement and each Ancillary Agreement to which a Seller is or will become a party and the consummation of the transactions contemplated hereby and thereby have been, or at the time of execution will be, duly authorized by all necessary action on the part of such Seller and no other proceedings (shareholder, member or otherwise) on the part of Sellers are necessary to authorize such execution, delivery and performance; and

(c) this Agreement and each Ancillary Agreement to which a Seller is or will become a party have been, or when executed will be, duly and validly executed and delivered by such Seller and (assuming the due authorization, execution and delivery by the other parties hereto or thereto) this Agreement and each Ancillary Agreement to which a Seller is or will become a party constitutes, or will constitute, when executed and delivered, the valid and binding obligation of such Seller enforceable against such Seller in accordance with its respective terms, subject to general principles of equity, including principles of commercial reasonableness, good faith and fair dealing (regardless of whether enforcement is sought in a proceeding at Law or in equity).

4.3 Conflicts; Consents of Third Parties.

(a) Except as set forth on Schedule 4.3(a), subject to entry of the Bankruptcy Order, the execution, delivery and performance by each Seller of this Agreement and each Ancillary Agreement, the consummation of the transactions contemplated hereby and thereby, or compliance by each Seller with any of the provisions hereof or thereof do not, or will not at the time of execution, result in the creation of any Lien or Encumbrance upon the Acquired Assets and do not, or will not at the time of execution, conflict with, or result in any violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of payment, termination, modification, acceleration or cancellation under any provisions of:

(i) such Seller's certificates of incorporation, bylaws or comparable organizational documents of such Seller;

(ii) subject to entry of the Bankruptcy Sale Order, any Assigned Contract or Permit to which such Seller is a party or by which any of the Acquired Assets are bound;

(iii) subject to entry of the Bankruptcy Sale Order, any order, writ, injunction, judgment or decree of any Governmental Authority applicable to such Seller or any of the Permits, licenses, rights, properties or assets of such Seller as of the date hereof; or

(iv) subject to entry of the Bankruptcy Sale Order, any applicable Law.

(b) Subject to entry of the Bankruptcy Sale Order, and except (i) for such authorizations, orders, declarations, filings and notices as may be required under the HSR Act and (ii) as set forth on Schedule 4.3(b), no consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, any Person or Governmental Authority is required on the part of any Seller in connection with the execution, delivery and performance of this Agreement or any other agreement, document or instrument contemplated hereby or thereby to which it is or will become a party, the compliance by such Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, or the assignment or conveyance of the Acquired Assets.

4.4 Title to Acquired Assets. Except as set forth on Schedule 4.4, Sellers have good, valid, marketable and undivided title to the Acquired Assets free and clear of all Liens, Claims, Interests and Encumbrances, other than Permitted Liens, and, subject to entry of the Bankruptcy Sale Order, Purchaser will be vested, to the maximum extent permitted by Sections 363 and 365

of the Bankruptcy Code, with good, valid, marketable and undivided title to the Acquired Assets free and clear of all Liens, Claims, Interests and Encumbrances, other than Permitted Liens.

4.5 Contracts.

(a) Schedule 4.5 sets forth a complete list, as of the date hereof, of all Contracts to which any Seller is a party or by which it is bound and that are used in or related to the Business or the Acquired Assets, meeting any of the descriptions set forth below:

(i) each author or publishing Contract that involves or is reasonably expected to involve royalty or similar payments by any Seller and all other Contracts with data or content providers, in each case involving consideration in excess of \$250,000;

(ii) all reseller or distribution agreements (A) with respect to which any Seller recognized cumulative revenue during the twelve-month period ended November 1, 2012 in excess of \$250,000 or (B) that contains any covenant granting any exclusivity rights or contains most favored customer pricing provisions;

(iii) any Contract with any current customer of any Seller (A) with respect to which such Seller recognized cumulative revenue during the twelve-month period ended November 1, 2012 in excess of \$250,000 or (B) that contains any covenant granting any exclusivity rights or contains most favored customer pricing provisions;

(iv) any Contract with any supplier of goods and/or services, including any personal property leases, with respect to which any Seller made cumulative expenditures during the twelve-month period ended November 1, 2012 greater than \$250,000;

(v) any Contract with any sole source suppliers, or any other contract that licenses or otherwise authorizes any third party to design, manufacture, reproduce, develop or modify the products, services or technology of the Sellers;

(vi) Contracts (A) that contain any "take or pay" or volume commitment provisions, or (B) that contain provisions granting any exclusive rights, rights of first refusal, rights of first negotiation or similar rights to any Person;

(vii) any Contract limiting in any respect the right of any Seller to engage in any line of business, compete with any Person in any line of business or the manner or locations in which any of them may engage, or that otherwise prohibits or limits the right of any Seller to make, sell or distribute any products or services;

(viii) any Contract with any officer of any Seller, any Contract with any employee of any Seller, any Contract that promises any payment or benefit to any officer of any Seller or any Contract that promises any payment or benefit to any employee of any Seller;

(ix) any CBA or similar agreement;

(x) any Contract with any Affiliate of any Seller;

- (xi) any evidence of Indebtedness;
- (xii) any joint venture, partnership, cooperative arrangement or any other agreement involving a sharing of profits or development costs;
- (xiii) any Contract or arrangement pursuant to which any Seller sells or licenses any product outside of the United States;
- (xiv) any Contract with respect to the discharge, storage or removal of effluent, waste or pollutants;
- (xv) except for licenses for third party commercially available Software that (A) is word processing, financial or other business software, or (B) has an individual acquisition cost of \$250,000 or less, any Contract pursuant to which any Seller has been granted or otherwise receives any right to use third party Intellectual Property rights or third party Software used by any Seller in the Business (“Third Party Licenses”);
- (xvi) any Third Party Licenses pursuant to which any royalty, honorarium or other fee is payable by any Seller after the date of this Agreement for the use of or right to use any Intellectual Property;
- (xvii) any power of attorney, proxy or similar instrument;
- (xviii) any Contract for the purchase, sale or license of any assets of any Seller other than in the ordinary course of business or any Contract granting an option or preferential rights to purchase, sell or license any assets of any Seller other than in the ordinary course of business;
- (xix) any Contract to indemnify any party or to share in or contribute to the liability of any party (other than in the ordinary course of business and in connection with Contracts entered into with customers or suppliers);
- (xx) any Contract relating to the acquisition by any Seller of a business or the equity interests of any other Person (whether or not completed);
- (xxi) any other Contract (other than those excluded by an express exception from the descriptions set forth in the subsections above) which provides for payment or performance by either party thereto having an aggregate value of \$250,000 or more (unless terminable without payment or penalty on ninety (90) days (or less) notice);
- (xxii) any other Contract that is otherwise material to any Seller or the Business;
- (xxiii) any Real Property Leases or material Contracts relating to Improvements in effect as of the Execution Date; and
- (xxiv) any agreement to enter into any of the foregoing.

(b) The foregoing are collectively referred to as the “Material Contracts.” Purchaser has received or been provided access to true, correct and complete copies of such written Contracts and any and all amendments, modifications, supplements, exhibits and restatements thereto and thereof in effect as of the date of this Agreement, and that will be in effect through the Closing Date.

4.6 Real Property.

(a) Schedule 4.6(a) sets forth a list of each parcel of Real Property currently owned (“Owned Real Property”) or leased or subleased by Sellers. Sellers have delivered or made available to Purchaser true, correct and complete copies of the Real Property Leases in effect as of the Execution Date (including all amendments thereto and assignments in respect thereof) relating to the Leased Real Property. One or more Sellers owns and has valid title to all of the Owned Real Property and has valid leasehold or subleasehold interests in all of the Leased Real Property, in each case, free and clear of any and all Encumbrances (except for Permitted Liens). Except as would not have a Material Adverse Effect, each Real Property Lease to which any Seller is a party is valid and enforceable in accordance with their respective terms, and no Seller has received written notice that it is in default under any such agreement other than as would be cured pursuant to this Agreement and the entry of the Bankruptcy Sale Order, and, to Seller’s Knowledge, no circumstances exist which, with notice, the passage of time or both, would reasonably be expected to constitute a default by any Seller under any such Real Property Lease other than defaults that may be alleged to have occurred by a landlord under a Real Property Lease as a result of the initiation of the Bankruptcy Cases. To the best of Sellers’ Knowledge, no other party to any such Real Property Lease is in default thereunder.

(b) Except as set forth on Schedule 4.6(b), no Seller has received written notice of any pending condemnation proceeding with respect to any parcel of Real Property nor, to such Seller’s Knowledge, is there any threatened condemnation that would preclude or impair the use of any Real Property by Purchaser for the purposes for which it is currently used.

(c) No Seller has received written notice from any applicable Governmental Authority of any proposed amendment to its zoning Laws which, if adopted, could reasonably be expected to result in a Material Adverse Effect.

(d) Other than as set forth in any of the Real Property Leases and other than the right of Purchaser pursuant to this Agreement, there are no other options or rights of first offer or rights of first refusal or similar rights or options to purchase, lease or otherwise acquire any interest in any of the Owned Real Property or any of the leases or subleases relating to the Leased Real Property have been granted by any Seller to any Person (other than Purchaser) that are enforceable.

(e) Except as set forth on Schedule 4.6(e), no Seller has made or given any security deposit to or for the benefit of any landlord or sublandlord in respect of any Leased Real Property and none is required.

4.7 Intellectual Property. Except as set forth on Schedule 4.7, (i) with respect to any Intellectual Property owned by any Seller (as opposed to Intellectual Property of which any

Seller is a licensee), Sellers have all right, title and interest to all Intellectual Property, without any conflict known to any Seller with the rights of others, (ii) no Person other than Sellers has the right to use the Intellectual Property owned by Sellers, and (iii) Sellers have the valid right to use, pursuant to a license, sublicense or other agreement in accordance with the terms of such license, sublicense or other agreement, any Intellectual Property used in Sellers' Business that is owned by a party other than Sellers.

4.8 Taxes.

(a) Each Seller has timely filed all Tax Returns that it was required to file. All such Tax Returns were correct and complete in all material respects. All Taxes owed by any Seller (whether or not shown on any Tax Return) have been timely paid. With respect to each Seller, no claim has ever been made by a Governmental Authority in a jurisdiction where such Seller does not file Tax Returns that such Seller is or may be subject to taxation by that jurisdiction.

(b) Except as set forth on Schedule 4.8(b), each Seller has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, stockholder, or other third party, and all IRS Forms W-2 and Forms 1099 (or any other applicable form) required with respect thereto have been properly and timely distributed and filed.

(c) Except as set forth on Schedule 4.8(c), there is no material dispute or claim concerning any Tax liability of any Seller claimed or raised by any authority in writing or, to Sellers' Knowledge, orally. Certain Sellers have waived the statute of limitation with respect to its Federal Taxes for the years 2003 to 2009 in order to process refund claims or agreed to any extension of time with respect to a Tax assessment or deficiency.

4.9 Collective Bargaining Agreements, Employment Agreements, etc.

(a) Schedule 4.9(a) lists all union, collective bargaining or other employee association agreements (indicating duration and expiration date for each), and all other written agreements providing for any material salary, bonus, benefits, perquisites, severance, management fees or other compensation relating to service to be paid to any director, officer, employee or independent contractor (other than for professional services) of Sellers.

(b) No Seller (i) and to Sellers' Knowledge, no other party thereto, has breached or otherwise failed to comply in any material respect with any provision of any plan or agreement set forth on Schedule 4.9(a), (ii) has employees organized as a bargaining unit or the like by any labor organization except as disclosed on Schedule 4.9(a), (iii) is, nor has it been, within the last two (2) years, subject to any unfair labor practice complaints before the National Labor Relations Board (except as set forth on Schedule 4.9(b)) nor it is subject to any current union representation questions involving any employees, (iv) is, nor has it been, within the last two (2) years subject to any activities or proceedings of any labor union (or representatives thereof) to organize any unorganized employees, and (v) is, nor has it been, within the last two (2) years subject to any strikes, organized slowdowns, work stoppages or lockouts and, to the

best of Sellers' Knowledge, no matter or occurrence referred to in subclauses (ii) through (v) is planned, pending or threatened, as applicable.

(c) Except as set forth on Schedule 4.9(c), no Seller is in violation, in any material respect, and no Seller has received within the last two (2) years written notice of any claim with respect to a material violation or alleged material violation, of any federal or state civil rights law, the Fair Labor Standards Act, as amended, the Age Discrimination in Employment Act, as amended, the National Labor Relations Act, as amended, the Occupational Safety and Health Act, as amended, the Americans with Disabilities Act, as amended, ERISA (with respect to any Employee Benefit Plan), or the Vocational Rehabilitation Act of 1973, as amended, any applicable state or local laws analogous to the federal laws listed above or any other employee protective law of any jurisdiction and, to the best of Sellers' Knowledge, no claim referred to in this Section 4.9(c) is planned, pending or threatened.

(d) Schedule 4.9(d) is a true, complete and correct list of the names, titles, dates of hire, annualized compensation, bonus, commission, other consideration, and material perquisite arrangements, written or unwritten, together with FLSA classification and other employment status (exempt, non-exempt status), and whether represented by a union and if so, which union, in each case, for each current employee of each Seller.

4.10 Employee Benefit Plans.

(a) Schedule 4.10(a) lists all: (i) employee pension or welfare benefit plans (as defined in Section 3(2) and 3(1) of ERISA, respectively), (A) which were maintained or administered by any Seller, or any entity that along with any Seller is treated as a "single employer" under Section 414 of the Code ("ERISA Affiliates"), within the last two (2) years; (B) to which any Seller or any ERISA Affiliate contributed, or was legally obligated to contribute, within the last two (2) years; or (C) under which any Seller or any ERISA Affiliate had any liability within the last two (2) years, with respect to its current or former employees, and (ii) all other material plans or arrangements maintained by Sellers for the benefit of current or former employees, their beneficiaries or dependents (collectively, the "Employee Benefit Plans").

(b) Except as set forth on Schedule 4.10(b), no Seller now contributes to any "multiemployer plan" within the meaning of Section 4201 of ERISA, and no Seller has incurred any withdrawal liability within the meaning of Section 4201 of ERISA with respect to any multiemployer plan which has not been satisfied.

(c) With respect to each Employee Benefit Plan, Sellers have delivered to Purchaser a true and correct copy of (i) the most recent annual report (Form 5500), if any, filed with the IRS or the United States Department of Labor, (ii) the plan document(s) and all amendments thereto, if any, and all summary plan descriptions, summaries of material modifications, sample enrollment forms and copies or samples of all other administrative documents for such Employee Benefit Plan, and (iii) each trust agreement, group annuity Contract and insurance policy, if any, relating to such Employee Benefit Plan. Each Employee Benefit Plan (A) has been administered in all material respects in accordance with its terms and (B) complies in all material respects in form with, and has been operated and administered in all material respects in accordance with, any and all applicable laws, including ERISA and the

Code. Each Employee Benefit Plan and each trust (in each case including any amendments to such plans) that is intended to qualify under Section 401(a) and 501(a) of the Code is covered by a favorable determination or opinion letter from the IRS that remains in effect on the date hereof, and remains current with respect to any actual or legally required plan amendment for which the applicable remedial amendment period under IRS Revenue Procedure 2007-44 has expired.

(d) Other than as stayed under the Bankruptcy Code, all contributions and premiums required by Law under any Employee Benefit Plan or by the terms of any Employee Benefit Plan or any agreement relating thereto have been timely made.

(e) With respect to the Employee Benefit Plan, individually and in the aggregate, to Sellers' Knowledge, no event has occurred that could subject any Seller or any of its ERISA Affiliates to any material liability under ERISA, the Code or any other applicable Law, including any "prohibited transaction" (as defined in Section 406 of ERISA and Section 4975(c) of the Code).

(f) There are now, and during the two (2) years preceding the date of this Agreement there were, no material pending Proceedings against any Employee Benefit Plan, the assets of any such plan or against Sellers, the plan administrator, or fiduciary of any Employee Benefit Plan with respect to the operation of any such plan (other than routine benefit claims), and, to Sellers' Knowledge, there are no facts or circumstances which could form the basis for any such Proceedings. To Sellers' Knowledge, neither Sellers nor any fiduciary of any Employee Benefit Plan has engaged in any material nonexempt prohibited transaction described in Section 406 of ERISA or Section 4975(c) of the Code, or is in default with respect to any order, writ, judgment or decree of any court or governmental department, bureau, agency or instrumentality, with respect to any Employee Benefit Plan insofar as it relates to any current or former employee.

(g) Sellers have at all times complied with the requirements of COBRA and Schedule 4.10(g) lists all of the individuals covered under any health care plan of Sellers pursuant to COBRA and the date for each such individual when COBRA coverage began.

(h) Except as set forth on Schedule 4.10(h), Sellers have no obligations under any Employee Benefit Plan and/or any CBA to provide health or life insurance benefits to former employees (or their beneficiaries or dependents) for periods after termination of employment, except as specifically required by COBRA or any other applicable state or Federal law.

4.11 Environmental Matters. Except as set forth in Schedule 4.11 and except as would not reasonably be expected to result in a Material Adverse Effect, (a) the Acquired Assets are in compliance with all applicable Laws, regulations, or other legal requirements relating to the protection of the environment or human health and safety as it relates to Hazardous Materials ("Environmental Laws"); (b) no Seller has received written notice of any Proceeding relating to or arising under Environmental Laws with respect to the Acquired Assets or the Business, nor are any of the same being threatened in writing against any Seller; (c) no Seller has received any written notice of, or entered into, any obligation, order, settlement, judgment, injunction, or decree involving outstanding requirements relating to or arising under Environmental Laws; (d) no Seller has Released, and there has been no Release of any Hazardous Material into the

environment at, onto, or from any property owned or leased by any Seller which would reasonably be expected to result in Liability, costs or Claims relating to any Environmental Law; and (e) the transactions contemplated hereby will not result in any Liabilities for site investigation or cleanup, or require the consent of any Person, pursuant to any Environmental Laws, including any so-called “transaction-triggered” or “responsible property transfer” requirements, including, but not limited to, the New Jersey Industrial Site Recovery Act, N.J. Stat. Ann. § 13:1K-6 et seq.

4.12 Insurance. Sellers maintain the insurance policies set forth on Schedule 4.12, which Schedule sets forth all insurance policies covering the property, assets, employees and operations of the Business (including policies providing property, casualty, liability and workers’ compensation coverage). Such policies are in full force and effect and except as set forth on Schedule 4.12, will continue in full force and effect immediately following the Closing. Sellers have paid all premiums on such policies due and payable prior to the Execution Date. Sellers have not done anything by way of action or inaction that invalidates any such policies in whole or in part.

4.13 No Brokers or Finders. No agent, broker, finder or investment or commercial banker, or other Person or firm engaged by, or acting on behalf of, any of Sellers in connection with the negotiation, execution or performance of this Agreement or the transactions contemplated by this Agreement, other than as set forth on Schedule 4.13, the fees and expenses of which Sellers shall bear, is or will be entitled to any brokerage or finder’s or similar fees or other commissions as a result of this Agreement or such transaction.

4.14 Litigation; Proceedings. Except as set forth on Schedule 4.14, there is no claim, action, suit, Proceeding, complaint, charge, hearing, grievance or arbitration pending or, to Sellers’ Knowledge, threatened against or related to the Business, whether at Law or in equity, whether civil or criminal in nature or by or before any arbitrator or Governmental Authority, nor are there any investigations relating to the Business, pending or, to Sellers’ Knowledge, threatened by or before any arbitrator or any Governmental Authority, which could reasonably be expected to result in a Material Adverse Effect, and none of the Acquired Assets is subject to any judgment, injunction, order, consent, or decree of any Governmental Authority or any settlement agreement with any Person, which could reasonably be expected to result in a Material Adverse Effect.

4.15 Compliance with Laws. Each Seller (i) has complied with, is in compliance with and has operated the Business in compliance with all applicable Laws in all material respects, and (ii) holds all material Permits, concessions, grants, licenses, easements, variances, exemptions, consents, orders, franchises, authorizations and approvals of all Governmental Authorities necessary for the lawful conduct of the Business (except where the absence of which would not reasonably be expected to have a Material Adverse Effect) and is in compliance with all of the foregoing in all material respects. Since August 12, 2009, no Seller has received any written notice or other written communication from any Governmental Authority or other Person (i) asserting any violation of, or failure to comply with, any requirement of any Permit or (ii) notifying a Seller of the non-renewal, revocation or withdrawal of any Permit in each of case (i) or (ii), which could reasonably be expected to result in a Material Adverse effect. Each Seller is in material compliance with the terms of the Permits.

4.16 Accounts Receivable. Each accounts receivable that constitutes an Acquired Asset is a true and correct statement of the account for goods delivered to, or services actually performed for and accepted by, such account debtor. The accounts receivable in all material respects are current and to Sellers' Knowledge are collectible in accordance with the terms thereof.

4.17 Warranties Are Exclusive. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLERS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE BUSINESS OR ANY OF THEIR ASSETS (INCLUDING THE ACQUIRED ASSETS), LIABILITIES (INCLUDING THE ASSUMED LIABILITIES) OR OPERATIONS, INCLUDING, WITH RESPECT TO MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY SUCH OTHER REPRESENTATIONS OR WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED AND NONE SHALL BE IMPLIED AT LAW OR IN EQUITY. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT PURCHASER IS PURCHASING THE ACQUIRED ASSETS ON AN "AS IS, WHERE IS" BASIS AFTER GIVING EFFECT TO THE TERMS CONTAINED HEREIN.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Sellers as follows:

5.1 Organization. Purchaser is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite corporate power and authority to own its properties and assets and to conduct its business as now conducted.

5.2 Authorization and Validity. Purchaser has, or at the time of execution will have, all necessary corporate power and authority to execute and deliver this Agreement and any Ancillary Agreement to which Purchaser is or will become a party and to perform its obligations hereunder and thereunder. The execution and delivery of this Agreement and any Ancillary Agreement to which Purchaser is or will become a party and the performance of Purchaser's obligations hereunder and thereunder have been, or at the time of execution will be, duly authorized by all necessary action by Purchaser. This Agreement and each Ancillary Agreement to which Purchaser is or will become a party have been, or at the time of execution will be, duly executed by Purchaser and constitute, or will constitute, when executed and delivered, Purchaser's valid and binding obligations, enforceable against it in accordance with their respective terms except as may be limited by bankruptcy or other Laws affecting creditors' rights and by equitable principles.

5.3 No Conflict or Violation. The execution, delivery and performance by Purchaser of this Agreement and any Ancillary Agreement to which Purchaser is or will become a party do not or will not at the time of execution (a) violate or conflict with any provision of the organizational documents of Purchaser, (b) violate any provision of applicable Law, or any order, writ, injunction, judgment or decree of any court or Governmental Authority applicable to Purchaser, or (c) violate or result in a breach of or constitute (with due notice or lapse of time, or

both) an event of default or default under any Contract to which Purchaser are party or by which Purchaser is bound or to which any of Purchaser's properties or assets are subject.

5.4 Consents and Approvals.

No consent, waiver, authorization or approval of any Person and no declaration to or filing or registration with any Governmental Authority is required in connection with the execution and delivery by Purchaser of this Agreement and each Ancillary Agreement to which Purchaser are or will become a party or the performance by Purchaser of its obligations hereunder or thereunder, except for applicable requirements under the HSR Act.

5.5 Funding. As of the Closing, the Purchaser will have the required funds to pay the Purchase Price and perform its obligations hereunder.

5.6 No Litigation. As of the date hereof, there is no Proceeding, pending or, to Purchaser's Knowledge, threatened against the Purchaser or its assets.

5.7 No Other Representations and Warranties. Except for the representations and warranties contained in this Article 5, neither Purchaser nor any other Person makes any other express or implied representation or warranty on behalf of Purchaser.

ARTICLE 6
COVENANTS AND OTHER AGREEMENTS

6.1 Pre-Closing Covenants of Sellers. Sellers covenant to Purchaser that, during the period from and including the Execution Date through and including the Closing Date or the earlier termination of this Agreement:

(a) Cooperation. Sellers shall use commercially reasonable efforts to obtain, and assist Purchaser in obtaining, at no cost to Purchaser (other than Cure Amounts payable at or after the Closing), such consents, waivers or approvals of any third party or Governmental Authority required for the consummation of the transactions contemplated hereby, including the sale and assignment of the Acquired Assets. Sellers shall take, or cause to be taken, all commercially reasonable actions and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective as soon as possible the transactions contemplated hereby.

(b) Access to Records and Properties. Sellers shall (i) provide Purchaser and its Related Persons reasonable access, upon reasonable notice and at reasonable times, to the Facilities, offices and personnel of Sellers and to the books and records of Sellers, related to the Business or the Acquired Assets or otherwise reasonably requested by Purchaser if reasonably necessary to comply with the terms of this Agreement or the Ancillary Agreements or any applicable Law; (ii) furnish Purchaser with such financial and operating data and other information with respect to the condition (financial or otherwise), businesses, assets, properties or operations of Sellers related to the Business as Purchaser shall reasonably request; and (iii) permit Purchaser to make such reasonable inspections and copies thereof as Purchaser may require; provided, however, that Purchaser shall use commercially reasonable efforts to prevent any such inspection from unreasonably interfering with the operation of Sellers' normal business

operations or the duties of any Employee. Further, in the event of any labor action, including without limitation, any lockout, strike, slowdown, work stoppage or similar action of any threat of any of the foregoing, Sellers shall consult with Purchaser on an ongoing basis with respect thereto, including without limitation, providing access to all related documents and information in Sellers' possession.

(c) Disclosure Schedules and Supplements. Sellers shall notify Purchaser of, and shall supplement or amend the disclosure schedules (the "Schedules") to this Agreement with respect to, any matter that (i) arises after the Execution Date and that, if existing or occurring at or prior to such delivery of the Schedules, would have been required to be set forth or described in the Schedules to this Agreement or (ii) makes it necessary to correct any information in the Schedules to this Agreement or in any representation and warranty of Sellers that has been rendered inaccurate thereby; provided, however, that the Sellers may not supplement or amend any Schedule which adds or deletes, directly or indirectly, any asset as an "Acquired Asset" or adds or deletes, directly or indirectly, any Liability as an "Assumed Liability." Each such notification and supplementation, to the extent known, shall be made no later than two (2) Business Days after discovery thereof and no later than three (3) days before the date set for the Closing by the parties. No such supplement or amendment to the Schedules to this Agreement shall be deemed to cure any inaccuracy of any representation or warranty made in this Agreement.

(d) Conduct of Business Prior to Closing. From the Execution Date through the Closing Date or the earlier termination of this Agreement, except as expressly contemplated by this Agreement or with Purchaser's prior written consent, and except for any limitations directly imposed on Sellers as a result of, and related to, their status as debtors-in-possession in the Bankruptcy Cases, and except to the extent expressly required or permitted under the DIP Credit Agreement, the Bankruptcy Code, other applicable Law or any ruling or order of the Bankruptcy Court:

(i) Sellers shall not take any action that would constitute or result in an Event of Default (as defined therein) under the DIP Credit Agreement;

(ii) Sellers shall not directly or indirectly sell or otherwise transfer, or offer, agree or commit (in writing or otherwise) to sell or otherwise transfer, any of the Acquired Assets other than (A) the sale of inventory in the ordinary course of business, (B) the use of cash collateral in accordance with the DIP Credit Agreement or the DIP Orders or (C) any Alternate Transaction approved by the Bankruptcy Court in accordance with Bidding Procedures Order;

(iii) Sellers shall not permit, offer, agree or commit (in writing or otherwise) to permit, any of the Acquired Assets to become subject, directly or indirectly, to any Lien, Claim, Interest or Encumbrance, except for Permitted Liens, Liens granted in connection with the DIP Credit Agreement and Liens set forth on Schedule 4.4;

(iv) Sellers shall not enter into any transaction or take any other action that could be reasonably expected to cause or constitute a breach of any representation or warranty made by Sellers in this Agreement;

(v) Sellers shall notify Purchaser promptly in writing of any Material Adverse Effect;

(vi) Sellers shall notify Purchaser before making any promise or representation, oral or written, or otherwise, (1) to increase the annual level of compensation payable or to become payable by Sellers to any of their directors or Employees, (2) to grant, or establish or modify any targets, goals, pools or similar provisions in respect of, any bonus, benefit or other direct or indirect compensation to or for any director or Employee, or increase the coverage or benefits available under any (or create any new) Employee Benefit Plan, or (3) to enter into any employment, deferred compensation, severance, consulting, non-competition or similar agreement (or amend any such agreement) to which any Seller is a party or involving a director or Employee of Sellers, except, in each case, as required by Law, or as required by any plans, programs or agreements existing on the Execution Date and disclosed on Schedule 4.10(a);

(vii) Sellers shall comply in all material respects with all Laws applicable to Sellers or having jurisdiction over the Business or any Acquired Asset;

(viii) other than in the ordinary course of the Business consistent with past practices, Sellers shall not enter into any Contract material to Sellers (individually or taken as a whole) to which any Seller is a party or by which it is bound and that are used in or related to the Business or the Acquired Assets or assume, amend, modify or terminate any Contract to which any Seller is a party or by which it is bound and that are used in or related to the Business or the Acquired Assets (including any Assigned Contract), or fail to exercise any renewal right with respect to any Contract (including any Real Property Lease) that by its terms would otherwise expire (other than in the ordinary course of the Business and, provided that, as to any Contract (including any Real Property Lease), any such renewal shall not constitute an assumption of such Contract (including any Real Property Lease) if such Contract is added to Schedule 1.1(a) as an Excluded Contract pursuant to Section 2.5);

(ix) Sellers shall not cancel or compromise any material debt or claim or waive or release any right of Sellers that constitutes an Acquired Asset;

(x) Sellers shall not enter into any commitment for capital expenditures except pursuant to the Budget;

(xi) Sellers shall not assign, sublet, pledge, encumber, terminate (other than those Real Property Leases that will terminate by their terms), amend or modify in any manner any Real Property Lease or Owned Real Property;

(xii) Subject to the impact of the Bankruptcy Cases on the Business, Sellers shall use commercially reasonable efforts to (1) conduct the Business in substantially the same manner as conducted as of the Execution Date only in the ordinary course, (2) preserve the existing business organization and management of the Business intact, (3) keep available the services of the Employees, to the extent reasonably feasible (provided, however, that to the extent Sellers deem it appropriate and in the best interests of the

Business, Sellers may terminate Employees), and (4) maintain the existing relations with customers, distributors, suppliers, creditors, business partners, employees and others having business dealings with the Business, to the extent reasonably feasible;

(xiii) Sellers shall at all times maintain, preserve and protect all of their material Intellectual Property, and preserve all the remainder of their material property (including all improvements and all tangible personal property, including all FF&E), in use or useful in the conduct of the Business and keep the same in good repair, working order and condition (taking into consideration ordinary wear and tear and any future damage by fire or other casualty) and from time to time make, or cause to be made, all necessary or appropriate repairs, replacements and improvements thereto consistent with industry practices, so that the business carried on in connection therewith may be properly and advantageously conducted at all times;

(xiv) other than in the ordinary course of the Business consistent with past practice or pursuant to an Alternative Transaction, Sellers shall not sell (including by sale-leaseback), lease, transfer, license (whether on an exclusive or non-exclusive basis), mortgage or otherwise dispose of, encumber or subject to any Encumbrance, any Acquired Assets or interests therein;

(xv) Sellers shall not fail to maintain in full force and effect any policy of insurance covering the Acquired Assets;

(xvi) Sellers shall not incur or permit the incurrence of any Liability that would constitute an Assumed Liability, except in the ordinary course of business consistent with past practice;

(xvii) except as would not adversely affect Purchaser, Sellers shall not adopt or change any method of Tax accounting, make, change or revoke any material Tax election, file any Tax Return other than in a manner consistent with past practice, consent to the extension or waiver of the limitations period applicable to any Tax claim or assessment, or settle any material Tax claim or assessment;

(xviii) Sellers shall not enter into any CBA, agreement or transaction that expires on or after the Closing Date relating to any Employee; and

(xix) Sellers shall not take, or agree, commit or offer (in writing or otherwise) to take, any actions in violation of the foregoing.

6.2 Pre-Closing Covenants of Purchaser. Purchaser covenants to Sellers that, during the period from the Execution Date through and including the Closing or the earlier termination of this Agreement:

(a) Cooperation. Purchaser shall take, or cause to be taken, all commercially reasonable actions and to do, or cause to be done, all things necessary or proper, consistent with applicable Law, to consummate and make effective as soon as possible the transactions contemplated hereby; provided that the foregoing shall not require Purchaser to participate as a bidder in the Auction.

(b) Adequate Assurances Regarding Assigned Contracts and Required Orders.

With respect to each Assigned Contract, Purchaser shall provide adequate assurance of the future performance of such Assigned Contract by Purchaser. Purchaser shall take such actions as may be reasonably requested by Sellers to assist Sellers in obtaining the Bankruptcy Court's entry of the Bankruptcy Sale Order and any other order of the Bankruptcy Court reasonably necessary to consummate the transactions contemplated by this Agreement.

(c) Sufficient Funds. Purchaser shall ensure that on the Closing Date,

Purchaser will have access to sufficient funds to pay (i) all Cure Amounts with respect to the Assigned Contracts and (ii) the other cash payment obligations of Purchaser contained in this Agreement.

(d) Permits. Purchaser shall use commercially reasonable efforts to cooperate

with Sellers to obtain or consummate the transfer to Purchaser of any Permit required to own or operate the Acquired Assets under applicable Laws.

6.3 Other Covenants of Sellers and Purchaser.

(a) Personally Identifiable Information. Purchaser shall honor and observe, in

connection with the transactions contemplated by this Agreement, any and all policies of Sellers in effect on the Petition Date prohibiting the transfer of personally identifiable information about individuals and otherwise comply with the requirements of Section 363(b)(1)(A) of the Bankruptcy Code.

(b) Access to Records and Properties after Closing. Following the Closing,

Purchaser and Sellers agree to permit their respective representatives to have access, at reasonable times and in a manner so as not to unreasonably interfere with their normal business operations, to the books and records acquired pursuant to this Agreement (or, in the case of Purchaser, books and records relating to the Business that constitute Excluded Assets) so as to enable Purchaser and Sellers to prepare Tax, financial or court filings or reports, to respond to court orders, subpoenas or inquiries, investigations, audits or other proceedings of Governmental Authorities, to reconcile and resolve claims, to facilitate the wind-down of Sellers' estates and the Bankruptcy Cases, and to prosecute and defend legal actions or for other like purposes (other than any such actions that are between the parties hereto). If either party desires to dispose of any such records, such party shall, prior to such disposition, provide the other party with a reasonable opportunity to remove such of the records to be disposed of at the removing party's expense. The parties hereto shall cooperate with one another in the collection of historical invoices, preparation of Tax filings and similar accounting functions following Closing. If reasonably requested by Sellers, Purchaser shall provide Sellers with office or storage space in Purchaser's facilities at no cost to Sellers for a period not to exceed six months provided Sellers execute an agreement, in form and substance satisfactory to Purchaser, setting forth the terms under which Sellers will be permitted access to such facilities. Purchaser and its Subsidiaries shall, and shall cause any of their assignees of the rights and obligations hereunder to, (A) permit Sellers and any successors or assigns (including a plan administrator or trustee of liquidating trust), their counsel, financial and tax advisors, consultants and other representatives reasonable access during normal business hours and after reasonable prior written request therefor to the financial and other books and records relating to the Business (whether in documentary or data

form); (B) provide information reasonably requested in connection with the preparation of any tax returns, amended tax returns or claims for refund by Sellers' estate; (C) provide information reasonably requested related to the prosecution, reconciliation, investigation or resolution of any pending or potential claims or causes of action, including avoidance actions by Sellers' estate; and (D) provide information reasonably requested related to the resolution or reconciliation of claims filed against Sellers' bankrupt estates.

(c) Antitrust Notification.

(i) If required, Sellers and Purchaser shall use their commercially reasonable efforts to promptly obtain any clearance required under the HSR Act for the consummation of this Agreement and the transactions contemplated hereby and shall keep each other apprised of the status of any communications with, and any inquiries or requests for additional information from, the United States Federal Trade Commission (the "FTC") and the United States Department of Justice ("DOJ") and shall comply promptly with any such inquiry or request.

(ii) If required, the parties hereto commit to instruct their respective counsel to cooperate with each other and use commercially reasonable efforts to facilitate and expedite the identification and resolution of any such issues and, consequently, the expiration of the applicable HSR Act waiting period at the earliest practicable date. Said commercially reasonable efforts and cooperation include counsel's undertaking (i) to keep each other appropriately informed of communications from and to personnel of the reviewing antitrust authority, and (ii) to confer with each other regarding appropriate contacts with and response to personnel of said antitrust authority.

6.4 Employment Covenants and Other Undertakings.

(a) Employment. As of Closing, Purchaser shall set initial terms and conditions of employment, including, without limitation, wages, benefits, job duties and responsibilities and work assignment. Purchaser shall determine which Employees of Sellers, if any, to offer employment after the Closing, in its sole discretion. Only Employees of Sellers who are offered and then accept such offer of employment with Purchaser based on the initial terms and conditions set by Purchaser will become a Purchaser Employee after the Closing. Notwithstanding the foregoing, nothing in this Agreement will, after the Closing Date, impose on Purchaser any obligation to retain any Purchaser Employee in its employment. Except as described in the remaining sentences of this Section 6.4, the employment of each such Purchaser Employee with Purchaser will commence immediately after the Closing. In the case of any individual who is offered employment by Purchaser and accepts such offer, but who is absent from active employment and receiving short-term disability or workers' compensation benefits, the employment of any such individual with Purchaser would commence upon his or her return to active work, and such individual would become an Purchaser Employee as of such date. Purchaser Employees will be given credit for years of service with any Seller and Purchaser will credit Purchaser Employees for any earned or accrued paid time off.

(b) Other Obligations. Except as otherwise required by Law, specified in this Agreement, or otherwise agreed in writing by Purchaser or its Affiliates (other than Sellers),

neither Purchaser nor its Affiliates shall be obligated to provide any severance, separation pay, or other payments 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 Date, and such benefits (if any) shall remain obligations of Sellers.

(c) Forms W-2 and W-4. Sellers and Purchasers shall adopt the "standard procedure" for preparing and filing IRS Forms W-2 (Wage and Tax Statements) and Forms W-4 (Employee's Withholding Allowance Certificate) regarding the Purchaser Employees. Under this procedure established by Revenue Procedure 2004-53, Sellers (so long as they remain in existence) shall keep on file all IRS Forms W-4 provided by the Purchaser Employees for the period required by applicable Law concerning record retention and Purchasers will obtain new IRS Forms W-4 with respect to each Purchaser Employee.

(d) No Right to Continued Employment. Nothing contained in this Agreement shall confer upon any Purchaser Employee any right with respect to continuance of employment by Purchaser, nor shall anything herein interfere with the right of Purchaser to terminate the employment of any Purchaser Employees at any time, with or without notice, or restrict Purchaser, in the exercise of its business judgment in modifying any of the terms or conditions of employment of the Purchaser Employees after the Closing.

(e) Employee Communications. Prior to making any written or oral communications to the Employees pertaining to their employment, termination, compensation, benefit or other terms and conditions of employment that are affected by the transactions contemplated by this Agreement, Sellers shall provide Purchaser with a copy of the intended communication.

(f) Employee Benefit Plans. As of the Closing, all of the Purchaser Employees will cease participation in any of the Employee Benefit Plans that such Purchaser Employees participated in immediately prior to the Closing that are not Assumed Plans. In accordance with Treasury Regulation Section 54.4980B-9 Q&A-7, as of the Closing Date, Purchaser will assume all liability for providing and administering all required notices and benefits under Section 4980B of the Code and Part 6 of Subtitle B of Title I of ERISA (usually referred to as "COBRA") to all current and former employees of Sellers (including, without limitation, Purchaser Employees). Prior to the Closing Date, Sellers shall provide to Purchaser detailed information (including, without limitation, all pertinent information concerning individuals who have elected or continue to have a right to elect COBRA continuation coverage and/or any COBRA subsidy pursuant to the American Recovery and Reinvestment Act of 2009) sufficient to enable Purchaser to carry out its obligations under this Section 6.4(f). Sellers will have no COBRA Liability to such current and former employees after the Closing Date, except with respect to any violations of Law that occurred prior to the Closing Date.

(g) Assumed Plans. Purchaser shall notify Sellers in writing no later than two (2) Business Days prior to the Closing as to which Employee Benefit Plans Purchaser shall adopt and assume, if any (the "Assumed Plans"). With respect to each Assumed Plan, Purchaser or, any entity designated by Purchaser, will be substituted for the applicable Seller as the plan sponsor under each such Assumed Plan and Purchaser shall have all rights of such Seller thereunder, including, without limitation, full authority to maintain, amend or terminate any such

Assumed Plan at any time, in Purchaser's sole discretion. Sellers agree to cooperate with Purchaser in adopting and effectuating any plan amendments to the Assumed Plans reasonably desired by Purchaser, so long as such amendments are effective as of, or after, the Closing Date and are consistent with applicable Law and other agreements under which Sellers are obligated. The parties agree to cooperate in all respects and take any actions necessary to implement the assumption by Purchaser of the Assumed Plans. Before, or as soon as administratively practicable after, the Closing, Sellers will supply Purchaser with (i) all records concerning participation, vesting, accrual of benefits, payment of benefits, and election forms of benefits under each Assumed Plan, and (ii) any other information reasonably requested by Purchaser as necessary or appropriate for the administration of each Assumed Plan. Purchaser will make all required filings or reports with or to the IRS, or any other governmental agency, and the participants and their beneficiaries with respect to each Assumed Plan (the "Required Filings") on a timely basis for all plan years ending before, on or after the Closing Date or as may be required with respect to such Assumed Plan, provided the initial deadline for such filing or report is after the Closing Date. All parties recognize that a reasonable transition period may be necessary after the Closing Date and prior to Purchaser's implementation of its assumption of the Assumed Plans before full compliance with this Section 6.4 is achieved, during which some or all of the Purchaser Employees and other participants and beneficiaries of the Assumed Plans may not be able to (i) make (and Purchaser may not be able to process) elective deferral contributions, loan repayments, investment changes, distribution requests, benefit payment requests or reimbursement requests or (ii) exercise or enjoy other rights or features of the Assumed Plans, and that during such transition period Purchaser shall not be considered to be in violation of this Section 6.4. Notwithstanding the foregoing, Purchaser shall not assume or succeed to any of Sellers' past, current or future Liabilities (including, without limitation, any withdrawal liability, termination liability or mass withdrawal liability) with respect to any multiemployer plan to which any Seller or any ERISA Affiliate contributes or has ever contributed.

(h) Compliance with WARN Act. With respect to the Employees, Purchaser will have full responsibility under the WARN Act caused by any action of Purchaser after the Closing Date. With respect to the Employees, Sellers will have full responsibility under the WARN Act caused by any action of Sellers prior to or on the Closing Date. Sellers shall be responsible for all other WARN Act Liabilities relating to the periods 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 Purchaser Employees pursuant to this Section 6.4.

(i) Successor Employer Status. Sellers shall provide Purchaser with all necessary records and documentation required by Purchaser as a "successor employer" within the meaning of Sections 3121 and 3306 of the Code.

6.5 Non-Assignment of Contracts.

(a) Notwithstanding anything herein to the contrary, this Agreement shall not constitute an agreement to assign any Assigned Contract or any Permit, if, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, an attempted assignment thereof, without the consent of any other Person party thereto, would constitute a breach thereof or in any way negatively affect the rights of Purchaser (unless the restrictions on assignment would be

rendered ineffective pursuant to Sections 9-406 through 9-409, inclusive, of the Uniform Commercial Code, as amended), as the assignee of such Assigned Contract or Permit, as the case may be, thereunder. If, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, such consent or approval is required but not obtained, neither Sellers nor Purchaser shall be in breach of this Agreement nor shall the Purchase Price be adjusted or the Closing delayed, provided that Sellers shall cooperate with Purchaser without further consideration, in any reasonable arrangement designed to provide Purchaser with all of the benefits of or under any such Assigned Contract or Permit, including but not limited to enforcement for the benefit of Purchaser of any and all rights of Sellers against any Person party to the Assigned Contract or Permit arising out of the breach or cancellation thereof by such Person; provided, however, that after Closing, Purchaser shall be responsible for all payment and other obligations under, and for all costs of enforcing rights under, such Assigned Contract or Permit to the same extent as if such Assigned Contract or Permit had been assigned. Any assignment to Purchaser of any Assigned Contract or Permit that shall, notwithstanding the provisions of Sections 363 and 365 of the Bankruptcy Code, require the consent or approval of any Person for such assignment as aforesaid shall be made subject to such consent or approval being obtained. For the avoidance of doubt, nothing in this Section 6.5 shall be deemed to alter any rights of Purchaser under Section 11.1(c)(ix) of this Agreement.

(b) Purchaser shall, on or prior to the Closing, cure any and all defaults under the Assigned Contracts that are required to be cured under the Bankruptcy Code (all amounts necessary to cure such defaults, "Cure Amounts"), so that such Assigned Contracts may be assumed by Seller and assigned to Purchaser in accordance with the provisions of section 365 of the Bankruptcy Code. Sellers shall provide Purchaser with a schedule of proposed Cure Amounts at least three (3) Business Days prior to giving notice thereof to parties required to receive notice under the Bankruptcy Code and Bankruptcy Rules, and the giving of notice of Cure Amounts by Sellers to parties to any Assigned Contract shall not, in any respect, waive, diminish or limit Purchaser's rights thereafter either to add any Contract to the list of Assigned Contracts or to exclude or remove any Contract from the list of Assigned Contracts.

6.6 Casualty. If, between the date of this Agreement and the Closing, any of the Acquired Assets shall be destroyed or damaged in whole or in part by fire, earthquake, flood, other casualty or any other cause ("Casualty"), then Purchaser shall have the option to: (a) acquire such Acquired Assets on an "as is" basis and take an assignment from Sellers of all insurance proceeds payable to Sellers in respect of the Casualty, or (b) in the event that the Casualty would have a Material Adverse Effect, terminate this Agreement and the transactions contemplated hereby.

6.7 Name Change. At Closing, Sellers will deliver to Purchaser a duly and properly authorized and executed evidence (in form and substance satisfactory to Purchaser) as to the amendment of such Sellers' organizational documents (collectively, the "Organizational Amendments") changing each Seller's name to another name which does not include the words "Journal Register", "JRC", "Pennysaver", "Digital Media", any of the names set forth on the signature pages to this Agreement or such other name as Purchaser may provide in its discretion to Sellers. Upon the Closing, each Seller hereby irrevocably authorizes Purchaser to file the Organizational Amendments with the applicable Secretary of State of each Seller's jurisdiction of incorporation or formation and in each State in which each such Seller is qualified to do

business on each such Seller's behalf. Furthermore, after the Closing, each Seller shall discontinue the use of its current name (and any other trade names currently utilized by any of Sellers) and shall not subsequently change its name to or otherwise use or employ any name which includes the words "Journal Register", "JRC", "Pennysaver", "Digital Media" or such other name as Purchaser may provide in its discretion to Sellers without the prior written consent of Purchaser. From and after the Closing, each of Sellers covenants and agrees not to use or otherwise employ any of the trade names, corporate names, "doing business as" or fictitious name registrations or similar Intellectual Property rights utilized by any of Sellers in the conduct of the Business, which rights shall be included in the Acquired Assets purchased hereunder. Sellers further covenant and agree to use commercially reasonable efforts to cease using the trade names, corporate names, "doing business as" or fictitious name registrations or similar Intellectual Property rights utilized by any Seller in the conduct of the Business on buildings and signage on the respective Leased Real Property subject to a Real Property Lease which is not an Assigned Contract as soon as reasonably practicable within a period not to exceed two months after the later of (i) the Closing Date and (ii) the rejection of such Real Property Lease. Immediately after Closing, Sellers shall prosecute a motion to change the caption of the Bankruptcy Cases to another caption which reflects the new name of each Seller and does not include the words "Journal Register", "JRC", "Pennysaver", "Digital Media" or any of the names set forth on the signature pages to this Agreement.

6.8 CBA's. Seller shall notify and consult with Purchaser before extending or renewing (or permitting to be extended or renewed), the term of any CBA absent Seller's ability to terminate such CBA prior to the Closing Date. Purchaser does not accept any CBA's between any Seller and its Employees, and expressly declines to be bound by or accept the terms of any such CBA's. Purchaser is not obligated and does not accept or adopt any wage rates, employee benefits, employee policies or any other terms and conditions of employment currently or previously maintained by Sellers. Instead, Purchaser will set initial terms and conditions of employment.

6.9 Alternate Transactions. Nothing in this Agreement shall restrict Sellers' right to pursue one or more Alternate Transactions, including marketing Sellers' assets or providing due diligence materials, solely to the extent permitted by the Bidding Procedures Order.

6.10 Privacy Policy. In connection with the operation of the Business following the Closing, the Purchaser and its subsidiaries shall comply with all privacy policies of the Sellers which may be in effect as of the Closing relating to personal information of any customer, subscriber or employee.

6.11 Transition Services Agreement. The Purchaser shall enter into a Transition Services Agreement with the Sellers at Closing. The form of the Transition Services Agreement will be provided by the Purchaser fifteen days prior to the Sale Hearing and the Purchaser, the Sellers and the Creditors' Committee shall negotiate the terms and scope of such agreement in good faith. The Transition Services Agreement shall require that the Purchaser provide the transition services at no cost, other than reimbursement for third party fees, costs and expenses.

ARTICLE 7
TAXES

7.1 Taxes Related to Purchase of Acquired Assets. All state and local sales, use recording, filing and similar transfer Taxes, but not including any income, gross receipts, franchise, alternative minimum tax or other Taxes, in connection with the transfer of the Acquired Assets, and all recording and filing fees (collectively, "Transaction Taxes"), that are imposed by reason of the sale, transfer, assignment and delivery of the Acquired Assets shall be borne by Purchaser. Purchaser and Sellers shall cooperate to (a) determine the amount of Transaction Taxes payable in connection with the transactions contemplated under this Agreement, (b) provide all requisite exemption certificates, and (c) prepare and file any and all required Tax Returns for or with respect to such Transaction Taxes with any and all appropriate taxing authorities.

7.2 Waiver of Bulk Sales Laws. To the greatest extent permitted by applicable Law, Purchaser and Sellers hereby waive compliance by Purchaser and Sellers with the terms of any bulk sales or similar Laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement. Purchaser shall indemnify Sellers from and hold Sellers harmless from and against any Liabilities, damages, costs and expenses (including reasonable attorneys' fees) resulting from or arising out of (i) the parties' failure to comply with any such bulk sales Laws in respect of the transactions contemplated by this Agreement or (ii) any action brought or levy made as a result thereof. The Bankruptcy Sale Order shall exempt Sellers and Purchaser from compliance with any such Laws.

ARTICLE 8
BANKRUPTCY COURT MATTERS

8.1 Motions. Sellers shall promptly file with the Bankruptcy Court a motion or motions (the "Motion") seeking the Bankruptcy Court's approval of the Bidding Procedures Order and the Bankruptcy Sale Order. Sellers shall affix or submit to the Court a true, correct and complete copy of this Agreement to the Motion filed with the Bankruptcy Court. The Motion shall request, among other things, (i) the scheduling of the date for the Auction to be commenced no later than February 15, 2013, and the date for the Sale Hearing to be not more than three (3) Business Days after the Auction, (ii) the entry of the Bidding Procedures Order in all material respects on the terms set forth in Exhibit C and (iii) the entry of the Bankruptcy Sale Order in all material respects on the terms set forth in Exhibit B.

8.2 Procedure. Subject to its obligations as a debtor-in-possession, Sellers shall promptly make any filings, take all actions and use all commercially reasonable efforts to obtain any and all relief from the Bankruptcy Court that is necessary or appropriate to consummate the transactions contemplated by this Agreement and the Ancillary Agreements. To the extent practicable under the circumstances, Sellers shall provide Purchaser with drafts of any and all pleadings and proposed orders to be filed or submitted in connection with this Agreement for Purchaser's prior review and comment and shall to the extent that such comments relate to the Acquired Assets cooperate with Purchaser to make reasonable changes. Sellers agree to diligently prosecute the entry of the Bidding Procedures Order and the Bankruptcy Sale Order. In the event the entry of the Bidding Procedures Order or the Bankruptcy Sale Order shall be

appealed, Sellers and Purchaser shall use their respective reasonable efforts to defend such appeal. Notwithstanding the foregoing, any resulting changes to this Agreement or any Ancillary Agreement or any resulting changes to the Orders shall be subject to Purchaser's approval in its sole discretion.

ARTICLE 9
CONDITIONS PRECEDENT TO PERFORMANCE BY THE PARTIES

9.1 Conditions Precedent to Performance by Sellers. The obligation of Sellers to consummate the transactions contemplated by this Agreement is subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which (other than the conditions contained in Section 9.1(c) and Section 9.1(d)) may be waived by Sellers, in their sole discretion:

(a) Representations and Warranties of Purchaser. The representations and warranties of Purchaser made in this Agreement that are qualified by a materiality standard, in each case, shall be true and correct in all respects on and as of the Closing Date, and the representations and warranties of Purchaser made in this Agreement that are not qualified by a materiality standard, in each case, shall be true and correct in all material respects on and as of the Closing Date.

(b) Performance of the Obligations of Purchaser. Purchaser shall have performed in all material respects all obligations required under this Agreement or any Ancillary Agreement to which it is party that are to be performed by it at or before the Closing (except with respect to (i) the obligation to pay the Purchase Price in accordance with the terms of this Agreement (which shall be paid at the Closing) and (ii) any obligations qualified by materiality, which obligations shall be performed in all respects as required under this Agreement).

(c) Bankruptcy Court Approval. The Bankruptcy Sale Order shall have been entered on or prior to February 21, 2013 and shall not be subject to a stay.

(d) No Violation of Orders. No preliminary or permanent injunction or other order of any court or Governmental Authority or Law that prevents the consummation of the transactions contemplated hereby shall be in effect.

(e) Bidding Procedures Order. The Bidding Procedures Order shall have been entered in the Bankruptcy Cases on or prior to December 20, 2012 and shall not be subject to a stay.

(f) Assumption and Assignment of Contracts. Subject to Section 2.5 and Section 6.5, the Assigned Contracts designated hereunder as Assigned Contracts shall be so assumed and assigned to Purchaser by order of the Bankruptcy Court.

(g) HSR. All waiting periods under the HSR Act applicable to this Agreement shall have expired or been terminated.

(h) Deliveries. Purchaser shall have made the deliveries referenced in Section 10.3.

9.2 Conditions Precedent to the Performance by Purchaser. The obligations of Purchaser to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of the following conditions, any one or more of which (other than the conditions contained in Section 9.2(c) and Section 9.2(d), except as expressly provided therein) may be waived by Purchaser, in its sole discretion:

(a) Representations and Warranties of Sellers. The representations and warranties of Sellers made in this Agreement that are qualified by a materiality standard, in each case, shall be true and correct in all respects on and as of the Closing Date, and the representations and warranties of Sellers made in this Agreement that are not qualified by a materiality standard, in each case, shall be true and correct in all material respects on and as of the Closing Date.

(b) Performance of the Obligations of Sellers. Sellers shall have performed in all material respects all obligations required under this Agreement or any Ancillary Agreement to which each of them is party that are to be performed by them at or before the Closing (except with respect to any obligations qualified by materiality, which obligations shall be performed in all respects as required under this Agreement).

(c) Bankruptcy Court Approval. On or prior to February 21, 2013, the Bankruptcy Sale Order shall have been entered in form and substance reasonably acceptable to Purchaser and shall not be subject to a stay and the Bankruptcy Court shall have provided such other relief as may be necessary or appropriate to allow the consummation of the transactions contemplated by this Agreement, including the valid transfer of all Assigned Contracts. The Bankruptcy Sale Order shall have become a final and nonappealable order, unless this condition has been waived in writing by Purchaser in its sole discretion.

(d) No Violation of Orders. No preliminary or permanent injunction or other order of any court or Governmental Authority or Law that prevents the consummation of the transactions contemplated hereby shall be in effect.

(e) Bidding Procedures Order. The Bidding Procedures Order shall have been entered in the Bankruptcy Cases on or prior to December 20, 2012 and shall not be subject to a stay.

(f) Material Adverse Effect. There shall not have occurred a Material Adverse Effect.

(g) Assumption, Sale and Assignment of Contracts. Subject to Section 2.5 and Section 6.5, the Assigned Contracts designated hereunder as Assigned Contracts shall be so assumed, sold and assigned to Purchaser by order of the Bankruptcy Court reasonably satisfactory to Purchaser.

(h) HSR. All waiting periods under the HSR Act applicable to this Agreement shall have expired or been terminated.

(i) Title Insurance Policies and Surveys. Purchaser shall have received from a reputable national title insurance company a binder to insure or commitment to issue as of the

Closing Date and at standard rates an owner's title insurance policy for the Owned Real Property in amounts, in the current ALTA form, with such endorsements as are generally customary for properties similar to the Owned Real Property, with no survey exception (provided that Purchaser has delivered an ALTA/ACSM Land Title Survey for each parcel of Owned Real Property in such form as may be required by the title insurance company to remove the survey exception, or the title insurance company has otherwise agreed to remove the survey exception), and certified to Purchaser, the title insurance company and such other persons as Purchaser may reasonably designate.

(j) Sellers' Workforce. There shall not have occurred any action or inaction by Sellers' workforce, or any of their representatives, or any of their respective affiliates, or any component thereof, that in the reasonable discretion of Purchaser would impede the operation of the Business or the value of the Acquired Assets, in each case, by an aggregate amount equal to or greater than \$1,000,000.

(k) Deliveries. Sellers shall have made the deliveries referenced in Section 10.2.

ARTICLE 10

CLOSING AND DELIVERIES

10.1 Closing. The consummation and effectuation of the transactions contemplated hereby pursuant to the terms and conditions of this Agreement (the "Closing") shall be held two (2) Business Days after the date that all conditions to the parties' obligations to consummate the transactions contemplated herein have been satisfied (the "Closing Date") (except for closing conditions that by their terms can only be satisfied on the Closing Date) or, if applicable, waived by the appropriate party or parties, at 10:00 a.m., local time, at the offices of Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New York 10036, or on such other date or at such other place and time as may be mutually agreed to in writing by the parties. All proceedings to be taken and all documents to be executed and delivered by all parties at the Closing shall be deemed to have been taken and executed simultaneously and no proceedings shall be deemed to have been taken nor documents executed or delivered until all have been taken, executed and delivered.

10.2 Sellers' Deliveries. At the Closing:

(a) the sale, transfer, assignment, conveyance and delivery by Sellers of the Acquired Assets to Purchaser shall be effected by the execution and delivery by Sellers of (i) the Bill of Sale, (ii) the Assignment and Assumption Agreement and (iii) such other Ancillary Agreements (including additional bills of sale, endorsements, assignments and other instruments of transfer and conveyance) as requested by Purchaser in form and substance reasonably satisfactory to Purchaser;

(b) Sellers shall deliver all keys to the Facilities that are included in the Acquired Assets, combinations to any safes thereon and passwords for all computers thereon and any security devices therein;

(c) Sellers shall deliver an officer's certificate, duly executed by an officer of Sellers, certifying the matters set forth in Section 9.2(a) and Section 9.2(b), in form and substance reasonably satisfactory to Purchaser;

(d) Each Seller shall deliver a non-foreign affidavit dated as of the Closing Date in form and substance required under Treasury Regulations issued pursuant to Section 1445 of the Code so that Purchaser is exempt from withholding any portion of the Purchase Price;

(e) Sellers shall deliver possession of the Acquired Assets;

(f) Sellers shall deliver duly and properly authorized and executed Organizational Amendments;

(g) Sellers shall deliver a certified copy of the Bankruptcy Sale Order; and

(h) duly executed special warranty deeds (or local equivalent) in customary form and substance reasonably satisfactory to Sellers and Purchaser conveying to Purchaser good and marketable fee title to the Owned Real Property free and clear of all Encumbrances other than Permitted Liens.

10.3 Purchaser's Deliveries. At the Closing,

(a) Purchaser shall pay the cash portion of the Purchase Price, in cash;

(b) Purchaser shall deliver to Sellers fully executed releases of all Indebtedness and Liabilities and waivers of all Claims from the applicable lenders with respect to the Pre-Petition Loan Documents but only with respect to the Credit Bid Amount;

(c) Purchaser shall deliver to Sellers fully executed releases of all Indebtedness and Liabilities and waivers of all Claims from the applicable lenders with respect to the DIP Obligations;

(d) Purchaser shall deliver an officer's certificate, duly executed by an officer of Purchaser, certifying the matters set forth in Section 9.1(a) and Section 9.1(b), in form and substance reasonably satisfactory to Sellers; and

(e) Purchaser shall execute and deliver to Sellers the Assignment and Assumption Agreement.

ARTICLE 11 **TERMINATION**

11.1 Conditions of Termination. This Agreement may be terminated only in accordance with this Section 11.1. This Agreement may be terminated at any time before the Closing as follows:

(a) by mutual written consent of JRC and Purchaser;

(b) automatically and without any action or notice by either JRC to Purchaser, or Purchaser to JRC, immediately upon:

(i) the issuance of a final and nonappealable order, decree, or ruling or any other action by a Governmental Authority to restrain, enjoin or otherwise prohibit the transfer of the Acquired Assets contemplated hereby;

(ii) the acceptance by Sellers of an Alternate Transaction if, and only if, Purchaser is not designated as the backup bidder at the completion of the Auction; or

(iii) the consummation of an Alternate Transaction.

(c) by Purchaser:

(i) if the Bidding Procedures Order shall not have been entered by December 20, 2012, unless agreed to in writing by Purchaser;

(ii) if the Auction has not concluded by February 15, 2013, unless agreed to in writing by Purchaser;

(iii) if the Bankruptcy Court has not entered the Bankruptcy Sale Order by February 21, 2013 (or such later date as Purchaser may have designated in writing to JRC);

(iv) if there has been a material violation or breach by any Seller of any representation, warranty or covenant contained in this Agreement which (x) has rendered the satisfaction of any condition to the obligations of Purchaser impossible or is not curable or, if curable, has not been cured within ten (10) business days following receipt by Sellers of written notice of such breach from Purchaser, and (y) has not been waived by Purchaser;

(v) at any time after 90 days following the Bankruptcy Court entering the Bankruptcy Sale Order, if the Closing shall not have occurred and such failure to close is not caused by or the result of Purchaser's breach of this Agreement;

(vi) if, prior to the Closing Date, Sellers' Bankruptcy Cases shall be converted into a case under Chapter 7 of the Bankruptcy Code or dismissed, or if a trustee is appointed in the Bankruptcy Cases;

(vii) if any Event of Default (as defined in the DIP Credit Agreement) shall have occurred, subject to any applicable cure period, or Purchaser's obligations under the DIP Credit Agreement are terminated;

(viii) if either of the interim or final order authorizing and approving the DIP Credit Agreement has not been entered within the time periods set forth therein, unless agreed to in writing by Purchaser; or

(ix) if there shall be excluded from the Acquired Assets any Assigned Contract that is not assignable or transferable pursuant to the Bankruptcy Code or otherwise without the consent of any Person other than Sellers, to the extent that such consent shall not have been given prior to the Closing and the exclusion of such Assigned Contract would reasonably be expected to have a Material Adverse Effect;

(x) if Sellers disclose, or Purchaser otherwise discovers, the existence of a Material Adverse Effect; or

(xi) if Purchaser so elects in writing pursuant to Section 6.6 hereof.

(d) by JRC:

(i) if there has been a material violation or breach by Purchaser of any agreement or any representation or warranty contained in this Agreement which (A) has rendered the satisfaction of any condition to the obligations of Sellers impossible or is not curable or, if curable, has not been cured within five (5) days following receipt by Purchaser of written notice of such breach from Sellers, and (B) has not been waived by Sellers; or

(ii) at any time after 90 days following the Bankruptcy Court entering the Bankruptcy Sale Order, if the Closing shall not have occurred and such failure to close is not caused by or the result of Sellers' breach of this Agreement.

11.2 Effect of Termination. In the event of termination pursuant to Section 11.1, this Agreement shall become null and void and have no effect and neither party shall have any Liability to the other (other than those provisions of Article 11 and Article 12 that expressly survive termination or obligations to be performed on or after the Closing), except that Purchaser or Sellers shall be liable to the other party for any damages suffered by such party on account of any prior material or willful breach hereof by Purchaser or Sellers, as applicable.

ARTICLE 12 **MISCELLANEOUS**

12.1 Survival. No representations, warranties, covenants and agreements of Sellers and Purchaser made in this Agreement shall survive the Closing Date except where, and only to the extent that, the terms of any such covenant or agreement expressly provide for obligations extending after the Closing.

12.2 Further Assurances. At the request and the sole expense of the requesting party, Purchaser or Sellers, as applicable, shall execute and deliver, or cause to be executed and delivered, such documents as Purchaser or Sellers, as applicable, or their respective counsel may reasonably request to effectuate the purposes of this Agreement and the Ancillary Agreements. Each party shall use commercially reasonable efforts to take, or cause to be taken, all other actions and to do, or cause to be done, all other things reasonably necessary, proper or advisable to consummate and make effective as promptly as practicable the transactions contemplated hereby.

12.3 Successors and Assigns.

(a) [Intentionally omitted.]

(b) Purchaser shall have the right to assign this Agreement or any of its rights or obligations hereunder as collateral to any lender of Purchaser, and Sellers will sign a consent with respect thereto if so requested by Purchaser or its lender; provided, however, that no such assignment shall relieve Purchaser of its obligations to Sellers hereunder.

(c) Sellers shall not assign this Agreement or any of their rights or obligations hereunder and any such assignment shall be void and of no effect. This Agreement shall inure to the benefit of and shall be binding upon the successors and permitted assigns of the parties hereto, including any trustee appointed in any of the Bankruptcy Cases or subsequent Chapter 7 cases and Sellers, if the Bankruptcy Cases are dismissed.

12.4 Governing Law; Jurisdiction. This Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of Law thereof), except to the extent that the Laws of such State are superseded by the Bankruptcy Code or other applicable federal Law. For so long as Sellers are subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with the Agreement, and consent to the exclusive jurisdiction of, the Bankruptcy Court. After Sellers are no longer subject to the jurisdiction of the Bankruptcy Court, the parties irrevocably elect, as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement, and consent to the jurisdiction of, any state or federal court having competent jurisdiction in New York.

12.5 Expenses. Except as otherwise provided in this Agreement, each of the parties shall pay their own expenses in connection with this Agreement and the transactions contemplated hereby, including any legal and accounting fees and commissions or finder's fees, whether or not the transactions contemplated hereby are consummated. Purchaser shall pay the cost of all surveys, title insurance policies and title reports ordered by Purchaser.

12.6 Severability. In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void or unenforceable, a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable and the application of any provision so substituted, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth at the later of (a) the Execution Date and (b) the date this Agreement was last amended.

12.7 Notices.

(a) All notices, requests, demands, consents and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of

service, if served personally on the party to whom notice is to be given; (ii) on the day after delivery to Federal Express or similar overnight courier or the Express Mail service maintained by the United States Postal Service addressed to the party to whom notice is to be given, if served via Federal Express or similar overnight courier or Express Mail service; (iii) on the date sent by facsimile, with confirmation of transmission, if sent during normal business hours of the recipient, if not, then on the next Business Day; or (iv) on the third day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed, to the party as follows:

If to Sellers: Journal Register Company
Lower Makefield Corporate Center
790 Township Lane Road
Yardley, PA 19067
Attn: Michael Kuritzkes, General Counsel
Fax: (215) 867-2120

with copy to (which shall not constitute notice):

Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178-0060
Attn: Neil Herman
Fax: (212) 309-6001

If to Purchaser: c/o Alden Global Capital, LLC
885 Third Avenue, 34th Floor
New York, NY 10022
Attn: Heath Freeman
Fax: (212) 702-0145

with copy to (which shall not constitute notice):

Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036
Attn: David J. D'Urso
Fax: (212) 872-1002

(b) Any party may change its address or facsimile number for the purpose of this Section 12.7 by giving the other parties written notice of its new address in the manner set forth above.

12.8 Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by Purchaser and Sellers, or in the case of a waiver, by the party waiving compliance. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a furthering or continuing waiver of

any such condition, or of the breach of any other provision, term, covenant, representation or warranty of this Agreement.

12.9 Entire Agreement. This Agreement and the other Ancillary Agreements, including all schedules and exhibits thereto, contain the entire understanding between the parties with respect to the transactions contemplated hereby and supersede and replace all prior and contemporaneous agreements (including the Prior Agreement) and understandings, oral or written, with regard to such transactions.

12.10 Seller Disclosures. After notice to and consultation with Purchaser, Sellers shall be entitled to disclose, if required by applicable Law or by order of the Bankruptcy Court, this Agreement and all information provided by Purchaser in connection herewith to the Bankruptcy Court, the United States Trustee, the Creditors' Committee, parties in interest in the Bankruptcy Cases and other Persons bidding on assets of Sellers. Other than statements made in the Bankruptcy Court (or in pleadings filed therein), Sellers shall not issue (prior to, on or after the Closing) any press release or make any public statement or public communication with respect to the Agreement or transactions contemplated thereby without the prior written consent of Purchaser, which shall not be unreasonably withheld, delayed or conditioned. The foregoing shall not prevent Sellers from publishing the existence or terms of this Agreement (or the Agreement itself) as necessary in the Sale Motion or otherwise in connection with the Bankruptcy Cases.

12.11 Headings. The article and section headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12.12 Electronic Delivery; Counterparts. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of a facsimile machine or by .pdf, .tif, .gif, .peg or similar attachment to electronic mail (any such delivery, an "Electronic Delivery") shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto, each other party hereto or thereto shall re-execute the original form of this Agreement and deliver such form to all other parties. No party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each such party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

12.13 Waiver of Jury Trial.

(a) EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY LITIGATION, ACTION, PROCEEDING, CROSS-CLAIM, OR COUNTERCLAIM IN ANY COURT (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF, RELATING TO OR IN CONNECTION WITH (i) THIS AGREEMENT OR THE VALIDITY, PERFORMANCE, INTERPRETATION, COLLECTION OR ENFORCEMENT HEREOF OR (ii) THE ACTIONS OF SUCH PARTY IN

THE NEGOTIATION, AUTHORIZATION, EXECUTION, DELIVERY, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT HEREOF. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH LEGAL COUNSEL OF ITS OWN CHOOSING, OR HAS HAD AN OPPORTUNITY TO DO SO, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS, HAVING HAD THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL.

(b) THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT WITHOUT A JURY.

12.14 Third Party Beneficiaries. No provision of this Agreement (including Section 6.4) is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.

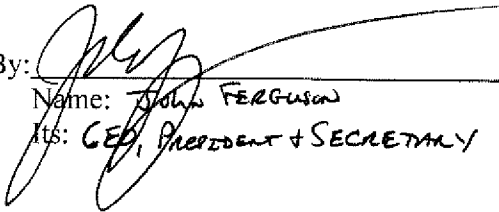
12.15 Deduction. Neither Alden Global Distressed Opportunities Master Fund, L.P., a Cayman Islands exempted limited partnership, nor Alden Global Value Recovery Master Fund, L.P., a Cayman Islands exempted limited partnership, will take a worthless stock deduction for federal income tax purposes with respect to the equity interests of JRC until after the Closing.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Asset Purchase Agreement to be executed by their respective officers thereunto duly authorized as of the date first above written.

PURCHASER:

21ST CMH ACQUISITION CO.


By: 
Name: John FERGUSON
Title: CEO, President & SECRETARY

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

TRADEMARK
REEL: 005070 FRAME: 0063

SELLERS:

JOURNAL REGISTER COMPANY
DIGITAL FIRST MEDIA INC.
CHANRY COMMUNICATIONS, LTD.
PENNSAVER HOME DISTRIBUTION CORP.
ALL HOME DISTRIBUTION INC.
REGISTER COMPANY, INC.
JR EAST HOLDINGS, LLC
JOURNAL REGISTER EAST, INC.
JOURNAL COMPANY, INC.
JRC MEDIA, INC.
ORANGE COAST PUBLISHING CO.
ST. LOUIS SUN PUBLISHING CO.
MIDDLETOWN ACQUISITION CORP.
JIUS, INC.
JOURNAL REGISTER SUPPLY, INC.
NORTHEAST PUBLISHING COMPANY, INC.
THE GOODSON HOLDING COMPANY
HOMETOWN NEWSPAPERS, INC.
ACME NEWSPAPERS, INC.
21st CENTURY NEWSPAPERS, INC.
MORNING STAR PUBLISHING COMPANY
HERITAGE NETWORK INCORPORATED
INDEPENDENT NEWSPAPERS, INC.
VOICE COMMUNICATIONS CORP.
GREAT LAKES MEDIA, INC.
UP NORTH PUBLICATIONS, INC.
GREATER DETROIT NEWSPAPER NETWORK, INC.
GREAT NORTHERN PUBLISHING, INC.
SAGINAW AREA NEWSPAPERS, INC.

By: 
Name: Jeffrey Bairstow
Title: President

FORM OF
ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this “Assignment and Assumption Agreement”), dated as of [] [], 2013, is made and entered into by and among Journal Register Company, a Delaware corporation, and each of its Subsidiaries listed on the signature pages of this Assignment and Assumption Agreement (each, an “Assignor” and collectively, “Assignors”), and 21st CMH Acquisition Co., a Delaware corporation (“Purchaser”) and each of the Designees listed on the signature pages of this Assignment and Assumption Agreement (Purchaser and such Designees, each, an “Assignee” and collectively, “Assignees”).

RECITALS

WHEREAS, Assignors and Purchaser are parties to that certain Amended and Restated Asset Purchase Agreement, dated as of December 19, 2012 (the “Purchase Agreement”), pursuant to which Assignors have agreed to sell, and Purchaser has agreed to purchase the Acquired Assets; and

WHEREAS, pursuant to the Bankruptcy Sale Order and to the extent permitted by applicable Law, on the terms and subject to the conditions set forth in the Purchase Agreement, Assignors have agreed to assign to the Assignees all of Assignors’ right, title and interest in, to and under the Acquired Assets and each Assignee has agreed to assume and timely perform, pay and discharge in accordance with their respective terms, the Assumed Liabilities.

NOW, THEREFORE, in consideration of the foregoing and of the consideration set forth in the Purchase Agreement, the parties hereto agree as follows:

1. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.

2. This Assignment and Assumption Agreement is executed, delivered and accepted pursuant to, and is subject to, the Purchase Agreement. The Purchase Agreement shall at all times govern the rights and duties of the parties with respect to the Acquired Assets and Assumed Liabilities. If there is any conflict between the terms and provisions of this Assignment and Assumption Agreement and those of the Purchase Agreement, the terms of the Purchase Agreement shall control.

3. On the terms and subject to the conditions set forth in the Purchase Agreement, effective on and as of the Closing Date, each Assignor hereby sells, transfers, assigns, conveys and delivers to each Assignee, and each Assignee hereby purchases, acquires and accepts from each Assignor, all of Assignors’ right, title and interest in, to and under the Acquired Assets allocable to such Assignee as specified in the Designation Notice. Nothing herein contained shall be deemed to sell, transfer, assign, convey or deliver the Excluded Assets to any Assignee, and Assignors shall retain all right title and interest to, in and under the Excluded Assets.

4. Pursuant to the Bankruptcy Sale Order and to the extent permitted by applicable Law, on the terms and subject to the conditions set forth in the Purchase Agreement, effective on and as of the Closing Date, (a) each Designee hereby assumes and agrees to timely perform, pay and discharge in accordance with their respective terms, the Assumed Liabilities allocable to such Designee as specified in the applicable Designation Notice; provided that, for the avoidance of doubt, no assignment to such Designee of Assumed Liabilities pursuant to such Designation Notice shall relieve Purchaser of its obligations under the Purchase Agreement, (b) Purchaser hereby agrees to remain responsible for the Assumed Liabilities allocable to Designees pursuant to one or more Designation Notices, and (c) Purchaser hereby assumes the Assumed Liabilities not allocable to any other Assignee.

5. Upon the terms and subject to the conditions contained herein, Assignors and the Assignees agree (i) to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to effect, consummate, make effective, confirm or evidence the transactions contemplated by this Assignment and Assumption Agreement, and (ii) to execute any documents, instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated by this Assignment and Assumption Agreement.

6. This Assignment and Assumption Agreement will be binding from and after its execution upon Assignors and the Assignees and their respective successors and assigns.

7. This Assignment and Assumption Agreement may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Assignment and Assumption Agreement will be deemed effective to modify or amend any part of this Assignment and Assumption Agreement or any rights or obligations of any person under or by reason of this Assignment and Assumption Agreement.

8. This Assignment and Assumption Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of an Electronic Delivery shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

9. This Assignment and Assumption Agreement shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of Laws thereof).

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption Agreement effective as of the date first above written.

ASSIGNORS:

JOURNAL REGISTER COMPANY

By: _____
Name:
Title:

DIGITAL FIRST MEDIA INC.

By: _____
Name:
Title:

CHANRY COMMUNICATIONS, LTD.

By: _____
Name:
Title:

PENNYSAVER HOME DISTRIBUTION CORP.

By: _____
Name:
Title:

ALL HOME DISTRIBUTION INC.

By: _____
Name:
Title:

[Assignment and Assumption Agreement]

REGISTER COMPANY, INC.

By: _____
Name:
Title:

JR EAST HOLDINGS, LLC

By: _____
Name:
Title:

JOURNAL REGISTER EAST, INC.

By: _____
Name:
Title:

JOURNAL COMPANY, INC.

By: _____
Name:
Title:

JRC MEDIA, INC.

By: _____
Name:
Title:

ORANGE COAST PUBLISHING CO.

By: _____
Name:
Title:

[Assignment and Assumption Agreement]

ST. LOUIS SUN PUBLISHING CO.

By: _____
Name:
Title:

MIDDLETOWN ACQUISITION CORP.

By: _____
Name:
Title:

JUS, INC.

By: _____
Name:
Title:

JOURNAL REGISTER SUPPLY, INC.

By: _____
Name:
Title:

NORTHEAST PUBLISHING COMPANY, INC.

By: _____
Name:
Title:

THE GOODSON HOLDING COMPANY

By: _____
Name:
Title:

[Assignment and Assumption Agreement]

A-5

HOMETOWN NEWSPAPERS, INC.

By: _____

Name:

Title:

ACME NEWSPAPERS, INC.

By: _____

Name:

Title:

21st CENTURY NEWSPAPERS, INC.

By: _____

Name:

Title:

MORNING STAR PUBLISHING COMPANY

By: _____

Name:

Title:

HERITAGE NETWORK INCORPORATED

By: _____

Name:

Title:

INDEPENDENT NEWSPAPERS, INC.

By: _____

Name:

Title:

[Assignment and Assumption Agreement]

A-6

VOICE COMMUNICATIONS CORP.

By: _____
Name:
Title:

GREAT LAKES MEDIA, INC.

By: _____
Name:
Title:

UP NORTH PUBLICATIONS, INC.

By: _____
Name:
Title:

GREATER DETROIT NEWSPAPER NETWORK,
INC.

By: _____
Name:
Title:

GREAT NORTHERN PUBLISHING, INC.

By: _____
Name:
Title:

SAGINAW AREA NEWSPAPERS, INC.

By: _____
Name:
Title:

[Assignment and Assumption Agreement]

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PURCHASER:

21ST CMH ACQUISITION CO.

By: _____

Name:

Its:

DESIGNEES:

[_____]

By: _____

Name:

Its:

[Assignment and Assumption Agreement]

A-8

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re:	: Chapter 11
Journal Register Company, <u>et al.</u> ,	: Case No. 12-13774 (SMB)
Debtors. ¹	: Jointly Administered
-----X	

ORDER (A) APPROVING PURCHASE AGREEMENT BETWEEN DEBTORS AND PURCHASER, (B) AUTHORIZING AND APPROVING THE SALE OF ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND INTERESTS, (C) AUTHORIZING AND APPROVING THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES IN CONNECTION THEREWITH, AND (D) GRANTING RELATED RELIEF

Upon the *Debtors’ Motion for Orders (A) Establishing Bidding Procedures in connection with the Sale of Substantially All of the Assets of the Debtors, (B) Approving the Form and Manner of Notices, (C) Setting a Sale Hearing, (D) Authorizing the Sale of the Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, (E) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (F) Granting Related Relief* (the “**Motion**”) [Doc. No. 199] of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) seeking, among other things, entry of an order (the “**Sale Order**”), pursuant to sections 105, 363, and 365 of title 11 of the United States Code (the “**Bankruptcy Code**”), and Rules 2002, 6004, 6006, 9007 and 9014 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”), (a) approving an amended and restated asset

¹ The Debtors in these cases are: Acme Newspapers, Inc.; All Home Distribution Inc.; Chanry Communications, Ltd.; Digital First Media Inc.; Greater Detroit Newspaper Network, Inc.; Great Lakes Media, Inc.; Great Northern Publishing, Inc.; Heritage Network Incorporated; Hometown Newspapers, Inc.; Independent Newspapers, Inc.; JiUS, Inc.; Journal Company, Inc.; Journal Register Company; Journal Register East, Inc.; Journal Register Supply, Inc.; JRC Media, Inc.; JR East Holdings, LLC; Middletown Acquisition Corp.; Morning Star Publishing Company; Northeast Publishing Company, Inc.; Pennysaver Home Distribution Corp.; Register Company, Inc.; Orange Coast Publishing Co.; Saginaw Area Newspapers, Inc.; St. Louis Sun Publishing Co.; The Goodson Holding Company; 21st Century Newspapers, Inc.; Voice Communications Corp.; and Up North Publications, Inc.

purchase agreement (the “**Agreement**”) between the Debtors and 21st CMH Acquisition Co. (the “**Purchaser**”) to acquire substantially all of the Debtors’ assets (collectively, the “**Acquired Assets**”);² (b) authorizing the sale of the Acquired Assets (the “**Sale**”) free and clear of all Liens, Claims, Encumbrances and Interests, other than the Assumed Liabilities; (c) authorizing the assumption and assignment of certain executory contracts and unexpired leases (collectively, the “**Assigned Contracts**”) to the Purchaser; and (d) granting related relief; and the Court having (x) reviewed and considered the Motion, all relief related thereto, the objections thereto and statements of counsel and the evidence presented in support of the relief requested by the Debtors in the Motion at a hearing before the Court on [_____] (the “**Sale Hearing**”); (y) entered an order on [_____] [Doc. No. X] (the “**Bidding Procedures Order**”) approving, among other things, the proposed Bidding Procedures, the Sale Notice, and the procedures for determining and fixing cure costs to be paid in respect of the Assigned Contracts; (z) found that, after an extensive marketing process by the Debtors, the Purchaser has submitted the highest and best bid for the Acquired Assets; and adequate and sufficient notice of the Bidding Procedures, the Agreement, and all transactions contemplated thereunder and in this Order were given in the manner directed by the Court in the Bidding Procedures Order; and all interested parties having been afforded an opportunity to be heard with respect to the Motion and all relief related thereto; and it appearing that the Court has jurisdiction over this matter; and it further appearing that the legal and factual bases set forth in the Motion and at the Sale Hearing establish just cause for the relief granted herein; and after due deliberation thereon; and good and sufficient cause appearing therefor,

² Unless otherwise stated, all capitalized terms not defined herein shall have the same meaning as set forth in the Agreement.

THE COURT HEREBY FINDS AND DETERMINES THAT:³

Jurisdiction, Final Order and Statutory Bases

A. This 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. The statutory bases for the relief requested in the Motion are Bankruptcy Code sections 105(a), 363 and 365, Bankruptcy Rules 2002(a)(2), 6004, 6006, 9007 and 9014, Local Bankruptcy Rule 6004-1, and General Order M-331 of the Guidelines.

C. This Order constitutes a final 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 just reason for delay in the implementation of this Order, and expressly directs entry of judgment as set forth herein.

Notice of the Sale, Auction and Cure Amounts

D. Actual written notice of the Sale Hearing, the Auction, the Motion, the Sale and 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 entities, including, but not limited to the following parties:

³ The findings and conclusions 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. All findings of fact and conclusions of law announced by the Court at the Sale Hearing in relation to the Motion are hereby incorporated herein to the extent not inconsistent herewith. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

- (i) counsel to the official committee of unsecured creditors appointed in these chapter 11 cases;
- (ii) counsel to the Purchaser;
- (iii) counsel to the Term Loan A Lenders and Term Loan B Lenders;
- (iv) counsel to the Term Loan A Agent and Term Loan B Agent;
- (v) the Office of the United States Trustee for Region 2 for the Southern District of New York;
- (vi) the Internal Revenue Service;
- (vii) all other applicable state and federal taxing authorities having jurisdiction over the Acquired Assets;
- (viii) the United States Department of Justice and the United States Attorney;
- (ix) all applicable state attorneys general and local regulatory authorities;
- (x) the counterparties to each of the Assigned Contracts;
- (xi) all other parties known to the Debtors who have or may have asserted liens or claims against any of the Acquired Assets;
- (xii) all parties that have requested notice pursuant to Bankruptcy Rule 2002; and
- (xiii) all other entities known to have expressed an interest in a transaction with respect to all or part of the Acquired Assets;
- (xiv) the federal Environmental Protection Agency; and
- (xv) the Connecticut Department of Energy & Environmental Protection, the Ohio Environmental Protection Agency, the New Jersey Department of Environmental Protection and the Pennsylvania Department of Environmental Protection (collectively, the “**Notice Parties**”).

E. The Debtors published notice of the Motion, the Sale, the time and place of the proposed Auction, the time and place of the Sale Hearing (as scheduled in the Bidding

Procedures Order), and the time for filing objections to the relief requested in the Motion relating to the Sale in the [New York Times] on [_____] [Docket no. X]].

F. In accordance with Bidding Procedures Order, the Debtors have served cure notices (the “**Cure Notices**”) upon the counterparties to the Assigned Contracts (each, a “**Contract Counterparty**” and collectively, the “**Contract Counterparties**”) notifying such parties: (i) that the Debtors seek to assume and assign the Assigned Contracts and (ii) of the proposed Cure Amounts (as defined herein). The service of the Cure Notices was good, sufficient and appropriate under the circumstances and no further notice need be given in respect of establishing a cure amount for the Assigned Contracts. Each of the Contract Counterparties has had an opportunity to object to the Cure Amounts set forth in the Cure Notices.

G. The Debtors have articulated good and sufficient reasons for this Court to grant the relief requested in the Motion regarding the sales process, including, without limitation, determination of final Cure Amounts.

H. The Sale Notice and Cure Notices were reasonably calculated to provide all interested parties with timely and proper notice of the Sale and the Sale Hearing.

I. As evidenced by the affidavits of service previously filed with the Court, proper, timely, adequate and sufficient notice of the Motion, the Sale Hearing, the Sale and the transactions contemplated thereby has been provided in accordance with the Bidding Procedures Order, Bankruptcy Code sections 105(a), 363 and 365, and Bankruptcy Rules 2002, 6004, 6006, 9007 and 9014. The notices described above were good, sufficient, and appropriate under the circumstances, and no other or further notice of the Motion, the Sale Hearing or the Sale is or shall be required.

Good Faith of the Purchaser

J. The Agreement was negotiated, proposed and entered into by the Debtors and the Purchaser without collusion, in good faith and from arms' length bargaining positions.

K. Neither the Debtors nor the Purchaser have engaged in any conduct that would cause or permit the Agreement to be avoided under Bankruptcy Code section 363(n). Specifically, the Purchaser has not acted in a collusive manner with any person.

L. The Purchaser is purchasing the Acquired Assets, in accordance with the Agreement, 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 all of the protections afforded by such provision, and otherwise has proceeded in good faith in all respects in connection with the Debtors' chapter 11 cases in that, among other things: (a) except as set forth in the Bidding Procedures Order, the Purchaser recognized that the Debtors were free to deal with any other party interested in acquiring the Acquired Assets; (b) the Debtors and the Purchaser complied with the provisions in the Bidding Procedures Order; (c) the Purchaser agreed to subject its bid to the competitive bidding procedures set forth in the Bidding Procedures Order; (d) the Purchaser in no way induced or caused the chapter 11 filings by the Debtors; and (e) all payments to be made by the Purchaser in connection with the Sale have been disclosed.

M. The Agreement, the Bidding Procedures, the timeline for the Sale set forth in the Bidding Procedures and related documents (including this Order) were negotiated in good faith with the Official Committee of Unsecured Creditors (the "Committee") and the Committee supports the Sale.

Highest and Best Offer

N. The Debtors conducted the Auction process in accordance with, and have complied in all respects with, the Bidding Procedures Order. The Auction process set forth in the

Bidding Procedures Order afforded a full, fair and reasonable opportunity for any entity to make a higher and otherwise better offer to purchase the Acquired Assets.

O. The Agreement constitutes the highest and best offer for the Acquired Assets, and will provide a greater recovery for the Debtors' estates than would be provided by any other available alternative. The Debtors' determination that the Agreement constitutes the highest and best offer for the Acquired Assets constitutes a valid and sound exercise of the Debtors' business judgment.

P. The Agreement represents a fair and reasonable offer to purchase the Acquired Assets under the circumstances of these chapter 11 cases. No other entity or group of entities has offered to purchase the Acquired Assets for greater economic value to the Debtors' estates than the Purchaser.

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

R. The Debtors have demonstrated compelling circumstances and a good, sufficient and sound business purpose and justification for the Sale.

No Fraudulent Transfer

S. The consideration provided by the Purchaser pursuant to the Agreement (a) is fair and reasonable, (b) is the highest or best offer for the Acquired Assets and (c) constitutes reasonably equivalent value and fair consideration (as those terms are defined in each of the Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and section 548 of the Bankruptcy Code) under the laws of the United States, any state, territory, possession or the District of Columbia.

T. The Debtors' independent director has reviewed and approved the Agreement and all related documents and the transactions contemplated therein. The Purchaser is not a mere continuation of the Debtors or their estates. The Purchaser is not holding itself out to the public as a continuation of the Debtors. The Purchaser is not a successor to the Debtors or their estates and the Sale does not amount to a consolidation, merger, or de facto merger of the Purchaser and the Debtors.

Validity of Transfer

U. Each Debtor (a) has full corporate or limited liability company, as applicable, power and authority to execute and deliver the Agreement and all other documents contemplated thereby, (b) has all corporate or limited liability company, as applicable, authority necessary to consummate the transactions contemplated by the Agreement and (c) has taken all corporate or limited liability company, as applicable, action necessary to authorize and approve the Agreement and the consummation of the transactions contemplated thereby, except as otherwise set forth in the Agreement. No consents or approvals, other than those expressly provided for in the Agreement, are required for the Debtors to consummate the Sale and the Agreement and the transactions contemplated thereby.

V. The Agreement 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. None of the Debtors nor the Purchaser is entering into the transactions contemplated by the Agreement fraudulently for the purpose of statutory and common law fraudulent conveyance and fraudulent transfer claims.

W. The transfer of each of the Acquired Assets to the Purchaser will be as of the Closing Date a legal, valid and effective transfer of such assets, and vests or will vest the Purchaser with all right, title and interest of the Debtors to the Acquired Assets free and clear of

all Liens, Claims, Encumbrances and Interests accruing, arising or relating thereto any time prior to the Closing Date, other than the Assumed Liabilities.

Section 363(f) is Satisfied

X. The conditions of Bankruptcy Code section 363(f) have been satisfied in full; therefore, the Debtors may sell the Acquired Assets free and clear of any interest in the property.

Y. The Purchaser would not have entered into the Agreement and would not consummate the transactions contemplated thereby if the Sale to the Purchaser and the assumption of any Assumed Liabilities by the Purchaser were not free and clear of all Liens, Claims, Encumbrances and Interests, other than the Assumed Liabilities. Unless otherwise expressly included in the definitions of “Assumed Liabilities” in the Agreement, the Purchaser shall not be responsible for any Liens, Claims, Encumbrances and Interests, including in respect of the following: (i) all claims or liabilities of the Sellers that relate to any of the Excluded Assets (including under any executory contracts and unexpired leases related thereto); (ii) all claims or liabilities of the Sellers or for which the Sellers or any affiliate of any Seller could be liable relating to taxes, other than trust fund taxes or as otherwise provided in the Agreement; (iii) except as set forth in the Agreement, all claims or liabilities for any legal, accounting, investment banking, brokerage or similar fees or expenses incurred by any Seller or any predecessor of any Seller in connection with, resulting from, or attributable to the Debtors’ bankruptcy cases or the transactions contemplated by the Agreement or otherwise; (iv) all liabilities of the Sellers resulting from, caused by or arising out of, or which relate to, directly or indirectly, the conduct of anyone or ownership, lease, or license of any properties or assets or any properties or assets previously used by the Sellers or any predecessor of any Seller at any time, or other actions, omissions or events occurring prior to the Closing and which (a) constitute, may

constitute or are alleged to constitute a tort, breach of contract or violation of any rule, regulation, treaty, or other similar authority or (b) relate to any and all claims, disputes, demands, actions, liabilities, damages, suits in equity or at law, administrative, regulatory, or quasi-judicial proceedings, accounts, costs, expenses, setoffs, contributions, attorneys' fees, or causes of action of whatever kind or character ("**Proceeding**") against the Sellers, whether past, present, future, known or unknown, liquidated or unliquidated, accrued or unaccrued, pending or threatened; (v) any liability arising out of any Proceeding commenced against the Sellers or any predecessor of any Seller after the Closing and arising out of, or relating to, any occurrence or event happening prior to, on or after the Closing; (vi) all claims or liabilities with respect to the employees or former employees, or both (or their representatives) of the Sellers or any predecessor of any Seller based on any action or inaction occurring prior to and including on the Closing Date, including payroll, vacation, sick leave, worker's compensation, unemployment benefits, pension benefits, employee stock option or profit sharing plans, health care plans or benefits (including COBRA), or any other employee plans or benefits or other compensation of any kind to any employee, and obligations of any kind including any Liability pursuant to the WARN Act; (vii) any liability arising under any employee benefit plan or any other employee benefit plan, policy, program, agreement, or arrangement at any time maintained, sponsored or contributed to by Sellers or any ERISA Affiliate, or with respect to which the Sellers or any ERISA Affiliate has any liability including with respect to any underfunded pension liability; (viii) all accounts payable of the Sellers arising prior to the Petition Date (other than Assumed Liabilities); (ix) any liability (other than Assumed Liabilities) arising out of or relating to services or products of the Sellers to the extent performed, marketed, sold or distributed prior to the Closing; (x) any liability under any contract, mortgage, indenture, or other instrument of the Sellers not assumed

by Purchaser under the Agreement; (xi) any liability under any employment, collective bargaining agreement, severance (except as otherwise provided in the Agreement), retention, or termination agreement with any employee, consultant or contractor (or their representatives) of the Sellers; and (xii) any liability of the Sellers related to the Prepetition Loan Documents.

Z. The Debtors may sell the Acquired Assets in accordance with the Agreement free and clear of all Liens, Claims, Encumbrances and Interests in or against the Debtors, their estates or any of the Acquired Assets (except the Assumed Liabilities) because, in each case, one or more of the standards set forth in Bankruptcy Code section 363(f)(1)-(5) has been satisfied. Those holders of Liens, Claims, Encumbrances and Interests in or against the Debtors, their estates or any of the Acquired Assets who did not object, or who withdrew their objections, to the Sale or the Motion are deemed to have consented thereto pursuant to Bankruptcy Code section 363(f)(2). Subject to the terms and conditions of this Order, those holders of such Liens, Claims, Encumbrances and Interests who did object fall within one or more of the other subsections of Bankruptcy Code section 363(f) and are adequately protected by having their Liens, Claims, Encumbrances and Interests, if any, in each instance in or against the Debtors, their estates or any of the Acquired Assets, attach to the cash proceeds, if any, of the Sale ultimately attributable to the Acquired Assets in which such creditor alleges an interest, in the same priority, with the same validity, force and effect that such creditor had prior to the Sale, subject to any claims and defenses the Debtors and their estates may possess with respect thereto.

Assumption and Assignment of the Assigned Contracts

AA. The assumption and assignment of the Assigned Contracts pursuant to the terms of this Order are integral to the Agreement and are in the best interests of the Debtors and their estates, creditors and all other parties in interest, and constitute the reasonable exercise of sound and prudent business judgment by the Debtors. The Purchaser shall: (i) to the extent

necessary, cure or provide adequate assurance of cure, of any default existing prior to the date hereof with respect to the Assigned Contracts, within the meaning of Bankruptcy Code sections 365(b)(1)(A) and 365(f)(2)(A), and (ii) to the extent necessary, provide compensation or adequate assurance of compensation to any party for any actual pecuniary loss to such party resulting from a default prior to the date hereof with respect to the Assigned Contracts, within the meaning of Bankruptcy Code sections 365(b)(1)(B) and 365(f)(2)(A). The Purchaser's obligation to pay any Cure Amounts and to perform the obligations under the Assigned Contracts after the Closing Date shall constitute adequate assurance of future performance within the meaning of Bankruptcy Code sections 365(b)(1)(C) and 365(f)(2)(B).

BB. Any objections to the assumption and assignment of any of the Assigned Contracts by the Purchaser in accordance with the Agreement are hereby overruled. To the extent that any counterparty failed to object to the proposed Cure Amount timely, such counterparty is deemed to have consented to such Cure Amount and the assignments of its respective Assigned Contract(s) to the Purchaser in accordance with the Agreement.

Compelling Circumstances for an Immediate Sale

CC. The Committee has been extensively involved in the sale process and in negotiations related thereto and supports the Sale and thus the Court gives significant weight to the fact that the Committee fully supports the relief sought herein.

DD. Good and sufficient reasons for approval of the Agreement and the Sale have been articulated. The relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest. The Debtors have demonstrated both (a) good, sufficient and sound business purposes and justifications and (b) compelling circumstances for the Sale other than in the ordinary course of business, pursuant to Bankruptcy Code section 363(b) before, and outside of a plan of reorganization, in that, among other things, the immediate

consummation of the Sale to the Purchaser is necessary and appropriate to maximize the value of the Debtors' estates and the Sale will provide the means for the Debtors to maximize creditor recoveries.

EE. To maximize the value of the Acquired Assets and preserve the viability of the business to which the Acquired Assets relate, it is essential that the Sale occur within the time constraints set forth in the Agreement. Time is of the essence in consummating the Sale.

FF. Given all of the circumstances of these chapter 11 cases and the adequacy and fair value of the Purchase Price, the proposed Sale constitutes a reasonable and sound exercise of the Debtors' business judgment and should be approved.

GG. The consummation of the Sale and the assumption and assignment of the Assigned Contracts are legal, valid and properly authorized under all applicable provisions of the Bankruptcy Code, including, without limitation, Bankruptcy Code sections 105(a), 363(b), 363(f), 363(m), and 365, and all of the applicable requirements of such sections have been complied with in respect of the Sale.

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 is approved as set forth herein.
2. The Court's findings of fact and conclusions of law, set forth in the Bidding 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 (the full record of which is incorporated herein by reference), by stipulation filed with the Court, or by

representation by the Debtors in a separate pleading, and all reservations of rights included therein, are hereby denied and overruled on the merits with prejudice.

Approval of the Agreement

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

5. Pursuant to Bankruptcy Code sections 363(b) and 363(f), the Debtors are authorized and empowered to take any and all actions necessary or appropriate to (a) consummate the Sale pursuant to and in accordance with the terms and conditions of the Agreement, (b) close the Sale as contemplated in the Agreement and this Order, and (c) execute and deliver, perform under, consummate, implement and close fully the transactions contemplated by the Agreement, including the assumption and assignment to the Purchaser (in accordance with the Agreement) of the Assigned Contracts, together with all additional instruments and documents that may be reasonably necessary or appropriate to implement the Agreement and the Sale and such other additional instruments and documents. After giving five (5) business days prior written notice to counsel to the Debtors and to the Committee, the Purchaser shall not be required to seek or obtain relief from the automatic stay under Bankruptcy Code section 362 to enforce any of its remedies under the Agreement or any other Sale related document. The automatic stay imposed by Bankruptcy Code section 362 is modified solely to the extent necessary to implement the preceding sentence and the other provisions of this Order.

6. This Order shall be binding in all respects upon the Debtors, their estates, all creditors of, and holders of equity interests in, any Debtor, any holders of Liens, Claims, Encumbrances and Interests, in or against or on all or any portion of the Acquired Assets (whether known or unknown), the Purchaser and all successors and assigns of the Purchaser, the Acquired 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' cases. This Order and the Agreement shall inure to the benefit of the Debtors, their estates and creditors, the Purchaser and the respective successors and assigns of each of the foregoing.

Transfer of the Acquired Assets

7. Pursuant to Bankruptcy Code sections 105(a), 363(b), and 363(f), the Debtors are authorized to transfer the Acquired Assets to the Purchaser on the Closing Date in accordance with the Agreement, and such transfer shall constitute a legal, valid, binding, and effective transfer of such Acquired Assets and shall vest the Purchaser with title to the Acquired Assets and, other than the Assumed Liabilities, shall be free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever, including but not limited to, successor or successor-in-interest liability and Claims in respect of the Excluded Liabilities, with all such Liens, Claims, Encumbrances and Interests to attach to the net cash proceeds, if any, ultimately attributable to the property against or in which such Liens, Claims, Encumbrances and Interests are asserted, subject to the terms thereof, with the same validity, force and effect, and in the same order of priority, which such Liens, Claims, Encumbrances and Interests now have in or against the Acquired Assets, subject to any rights, claims and defenses the Debtors or their estates, as applicable, may possess with respect thereto. Upon the Closing, the Purchaser shall take title to and possession of the Acquired Assets in accordance with the Agreement subject only to the Assumed Liabilities.

8. Except as expressly permitted or otherwise specifically provided by the Agreement or this Order, all entities that are in possession of some or all of the Acquired Assets on the Closing Date are directed to surrender possession of such Acquired Assets to the Purchaser in accordance with the Agreement at the Closing. On the Closing Date, each of the Debtors' creditors is authorized and directed to execute such documents and take all other actions

as may be reasonably necessary to release its Liens, Claims, Encumbrances and Interests in or against the Acquired Assets, if any, as such Liens, Claims, Encumbrances and Interests may have been recorded or may otherwise exist.

9. On the Closing Date, this Order shall be construed and shall constitute for any and all purposes a full and complete general assignment, conveyance and transfer of the Debtors' interests in the Acquired Assets. Each and every federal, state, and local governmental agency or department is hereby directed to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the Agreement.

10. A certified copy of this Order may be filed with the appropriate clerk and/or recorded with the recorder to act to cancel any Liens, Claims, Encumbrances and Interests of record except those assumed as Assumed Liabilities.

11. If any person or entity which has filed statements or other documents or agreements evidencing Liens, Claims, Encumbrances and Interests in or against all or any portion of the Acquired Assets (other than statements or documents with respect to the Assumed Liabilities) shall not have delivered to the Debtors prior to the Closing, 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 for the purpose of documenting the release of all Liens, Claims, Encumbrances and Interests which the person or entity has or may assert with respect to all or any portion of the Acquired Assets, the Debtors are hereby authorized and directed, and the Purchaser is hereby authorized, to execute and file such statements, instruments, releases and other documents on behalf of such person or entity with respect to the Acquired Assets.

12. This Order is and shall be effective as a determination that, on the Closing Date, all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever existing as to the Acquired Assets prior to the Closing Date, other than the Assumed Liabilities, shall have been unconditionally released, discharged and terminated, and that the conveyances described herein have been effected. This Order is and shall be binding upon and govern the acts of all 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, state and local officials, and all other 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 Agreement.

13. All entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to the Purchaser in accordance with the terms of the Agreement and this Order.

Assumption and Assignment of the Assigned Contracts

14. The Debtors are hereby authorized and directed in accordance with Bankruptcy Code sections 105(a) and 365 to (a) assume and assign to the Purchaser, in accordance with the Agreement, effective upon the Closing Date, the Assigned Contracts free and clear of all Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever (other than the Assumed Liabilities), and (b) execute and deliver to the Purchaser such documents or other instruments as

the Purchaser deems may be necessary to assign and transfer the Assigned Contracts, and the Assumed Liabilities to the Purchaser in accordance with the Agreement.

15. With respect to the Assigned Contracts: (a) each Assigned Contract is an executory contract or unexpired lease under Bankruptcy Code section 365; (b) the Debtors may assume each of the Assigned Contracts in accordance with Bankruptcy Code section 365; (c) the Debtors may assign each Assigned Contract in accordance with Bankruptcy Code sections 363 and 365, and any provisions in any Assigned Contract that prohibit or condition the assignment of such Assigned Contract or allow the party to such Assigned Contract to terminate, recapture, impose any penalty, condition renewal or extension, or modify any term or condition upon the assignment of such Assigned Contract, constitute unenforceable anti-assignment provisions which are void and of no force and effect; (d) all other requirements and conditions under Bankruptcy Code sections 363 and 365 for the assumption by the Debtors and assignment to the Purchaser of each Assigned Contract, in accordance with the Agreement, have been satisfied; (e) the Assigned Contracts shall be transferred and assigned to, and following the Closing remain in full force and effect for the benefit of, the Purchaser in accordance with the Agreement, notwithstanding any provision in any such Assigned Contract (including those of the type described in Bankruptcy Code sections 365(b)(2) and (f)) that prohibits, restricts, or conditions such assignment or transfer and, pursuant to Bankruptcy Code section 365(k), the Debtors shall be relieved from any further liability with respect to the Assigned Contracts after such assignment to and assumption by the Purchaser in accordance with the Agreement; and (f) upon Closing, in accordance with Bankruptcy Code sections 363 and 365, the Purchaser shall be fully and irrevocably vested in all right, title and interest of each Assigned Contract.

16. All defaults or other obligations of the Debtors under the Assigned Contracts arising or accruing prior to the Closing (without giving effect to any acceleration clauses or any default provisions of the kind specified in Bankruptcy Code section 365(b)(2)) shall be cured by the Purchaser at the Closing or as soon thereafter as practicable by payment of the Cure Amounts. To the extent that any counterparty to an Assigned Contract did not object to its Cure Amount by the Sale Hearing, such counterparty is deemed to have consented to such Cure Amount and the assignments of its respective Assigned Contract(s) to the Purchaser in accordance with the Agreement.

17. Unless otherwise represented by the Debtors in a separate pleading, in open court at the hearing to consider the relief ordered herein, or pursuant to a contract or lease amendment entered into by the Debtors, the Purchaser, and the appropriate contract or lessor counterparty (any such amendment being deemed approved by this Order), the Cure Notices, sent to Contract Counterparties, reflects the sole amounts necessary under Bankruptcy Code section 365(b) to cure all monetary defaults under the Assigned Contracts (collectively, the “**Cure Amounts**”), and no other amounts are or shall be due in connection with the assumption by the Debtors and the assignment to the Purchaser of the Assigned Contracts in accordance with the Agreement.

18. Upon the Debtors’ assignment of the Assigned Contracts to the Purchaser under the provisions of this Order and any additional orders of this Court and the Purchaser’s payment of any Cure Amounts pursuant to Paragraph 16 hereof, no default shall exist under any Assigned Contract, and no Contract Counterparty shall be permitted (a) to declare a default by the Purchaser under such Assigned Contract or (b) otherwise take action against the Purchaser as a result of any Debtor’s financial condition, bankruptcy or failure to perform any of its obligations under the relevant Assigned Contract. Each Contract Counterparty hereby is also forever barred,

estopped and permanently enjoined from (i) asserting against the Debtors or the Purchaser, or the property of any of them, any default or claim arising out of any indemnity obligation or warranties for acts or occurrences arising prior to or existing as of the Closing, including those constituting Excluded Liabilities or, against the Purchaser, any counterclaim, defense, setoff or any other Claim asserted or assertable against the Debtors; and (ii) imposing or charging against the Purchaser any rent accelerations, assignment fees, increases or any other fees as a result of the Debtors' assumption and assignment to the Purchaser of any Assigned Contract in accordance with the Agreement. The validity of such assumption and assignment of each Assigned Contract shall not be affected by any dispute between the Debtors and Contract Counterparty relating to such contract's respective Cure Amount.

19. Except as provided in the Agreement or this Order, after the Closing, the Debtors and their estates shall have no further liabilities or obligations with respect to any Assumed Liabilities and all holders of such Claims are forever barred and estopped from asserting such Claims against the Debtors, their successors or assigns, their property or their assets or estates.

20. The failure of the Debtors or the Purchaser to enforce at any time one or more terms or conditions of any Assigned Contract shall not be a waiver of such terms or conditions, or of the Debtors' and the Purchaser's rights to enforce every term and condition of the Assigned Contracts.

Prohibition of Actions Against the Purchaser

21. Except for the Assumed Liabilities, or as otherwise expressly provided for in this Order or the Agreement, the Purchaser shall not have any liability or other obligation of the Debtors arising under or related to any of the Acquired Assets. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein or in the Agreement, the Purchaser shall not be liable for any Claims against the Debtors or any of its predecessors or

affiliates, and the Purchaser shall not have successor or vicarious liabilities of any kind or character, including, but not limited to, under any theory of antitrust, environmental, successor or transferee liability, labor law, de facto merger, mere continuation or substantial continuity, whether known or unknown as of the Closing Date, now existing or hereafter arising, whether fixed or contingent, whether asserted or unasserted, whether legal or equitable, whether liquidated or unliquidated, including, but not limited to, liabilities on account of warranties, intercompany loans and receivables between the Debtors, and any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of any of the Acquired Assets prior to the Closing.

22. Except with respect to the Assumed Liabilities, or as otherwise expressly provided for in this Order or the Agreement, all persons and entities, including, but not limited to, all debt holders, equity security holders, governmental, tax and regulatory authorities, lenders, trade creditors, litigation claimants and other creditors, holding Liens, Claims, Encumbrances and Interests of any kind or nature whatsoever in or against all or any portion of the Acquired Assets (whether legal or equitable, secured or unsecured, matured or unmatured, contingent or non-contingent, liquidated or unliquidated, senior or subordinate), arising under or out of, in connection with, or in any way relating to the Debtors, the Acquired Assets, the operation of the Debtors' Business prior to the Closing Date or the transfer of the Acquired Assets to the Purchaser in accordance with the Agreement, hereby are forever barred, estopped and permanently enjoined from asserting against the Purchaser, its successors or assigns, their property or the Acquired Assets, such persons' or entities' Liens, Claims, Encumbrances and Interests in or against the Acquired Assets, including, without limitation, the following actions:

(a) commencing or continuing in any manner any action or other proceeding against the

Purchaser, its successors, assets or properties; (b) enforcing, attaching, collecting or recovering in any manner any judgment, award, decree, or order against the Purchaser, its successors, or their assets or properties; (c) creating, perfecting, or enforcing any Lien or other Claim against the Purchaser, its successors, their assets, or their properties; (d) asserting any setoff, right of subrogation, or recoupment of any kind against any obligation due the Purchaser or its successors; (e) commencing or continuing any action, in any manner or place, that does not comply or is inconsistent with the provisions of this Order or other orders of the Court, or the agreements or actions contemplated or taken in respect thereof; or (f) revoking, terminating or failing or refusing to transfer or renew any license, permit or authorization to operate any of the Acquired Assets or conduct any of the businesses operated with the Acquired Assets.

23. All persons and entities are hereby forever prohibited and enjoined from taking any action that would adversely affect or interfere with the ability of the Debtors to sell and transfer the Acquired Assets to the Purchaser in accordance with the terms of the Agreement and this Order.

24. The Purchaser has given substantial consideration under the Agreement for the benefit of the Debtors, their estates and creditors, and such consideration was the product of extensive arm's-length negotiations with, among others, the Committee. The consideration given by the Purchaser shall constitute valid and valuable consideration for the releases of any potential Liens, Claims, Encumbrances and Interests pursuant to this Order, including under Paragraphs 22-24 hereof, which releases shall be deemed to have been given in favor of the Purchaser by all holders of Liens, Claims, Encumbrances and Interests in or against any of the Debtors or any of the Acquired Assets, other than holders of Claims relating to the Assumed Liabilities. The

consideration provided by the Purchaser for the Acquired Assets under the Agreement is fair and reasonable and may not be avoided under section 363(n) of the Bankruptcy Code.

Other Provisions

25. The consideration provided by the Purchaser to the Debtors pursuant to the Agreement for the Acquired Assets constitutes reasonably equivalent value and fair consideration under the Bankruptcy Code, Uniform Fraudulent Transfer Act, Uniform Fraudulent Conveyance Act and under the laws of the United States, any state, territory, possession or the District of Columbia.

26. The transactions contemplated by the Agreement are undertaken by the Purchaser 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, unless such authorization and such Sale are duly stayed pending such appeal. The Purchaser 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.

27. Nothing contained in any plan of reorganization or liquidation, or order of any type or kind entered in (a) these chapter 11 cases, (b) any subsequent chapter 7 case into which any such chapter 11 case may be converted, or (c) any related proceeding subsequent to entry of this Order, shall conflict with or derogate from the provisions of the Agreement or the terms of this Order.

28. Pursuant to Bankruptcy Rules 7062, 9014, 6004(h), and 6006(d), this Order shall be effective immediately upon entry and the Debtors and the Purchaser are authorized to close the Sale immediately upon entry of this Order.

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 Agreement in this Order shall not diminish or impair the effectiveness of such provision, it being the intent of the Court that the Agreement be authorized and approved in its entirety; provided, however, that this Order shall govern if there is any inconsistency between the Agreement (including all ancillary documents executed in connection therewith) and this Order. Likewise, all of the provisions of this Order are nonseverable and mutually dependent.

31. The Agreement 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, provided that any such modification, amendment or supplement does not have a material adverse effect on the Debtors' estates.

32. The Court shall retain jurisdiction to, among other things, interpret, implement, and enforce the terms and provisions of this Order and the Agreement, 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 or which has been assigned by the Debtors to the Purchaser in accordance with the Agreement, and to adjudicate, if necessary, any and all disputes concerning or relating in any way to the Sale, including, but not limited to, retaining jurisdiction to (a) compel delivery of the Acquired Assets to the Purchaser in accordance with the Agreement; (b) interpret, implement and enforce the provisions of this Order; (c) protect the Purchaser against any Liens, Claims, Encumbrances and Interests in or against the Sellers or the Acquired Assets of any kind or nature whatsoever, attaching to the proceeds of the Sale, and (d)

enter any orders under section 363 and 365 of the Bankruptcy Code with respect to the Assigned Contracts.

33. Any amounts payable by the Debtors under the Agreement or any of the documents delivered by the Debtors in connection with the Agreement shall be paid in the manner provided in the Agreement and the Bidding Procedures Order, without further order of this Court, shall be allowed administrative claims in an amount equal to such payments in accordance with Bankruptcy Code sections 503(b) and 507(a)(2), shall have the other protections provided in the Bidding Procedures Order, and shall not be discharged, modified, or otherwise affected by any reorganization plan for the Debtors, except by an express agreement with the Purchaser, its successors, or assigns.

34. Notwithstanding anything to the contrary contained in this Order, the Debtors shall, and are hereby authorized and directed to, (a) contemporaneously with the Closing, remit or cause to be remitted to Wells Fargo Bank, N.A. (“**Lender**”) such net cash proceeds of the Sale sufficient to repay in full in cash, in accordance with the terms of the Loan Agreement (as defined below), all Obligations (as defined in the Loan Agreement) of the Debtors to Lender under the Loan Agreement and to cash collateralize all continuing and contingent Obligations in accordance with the terms of the Loan Agreement and (b) upon payment in full of all Obligations of Debtors to Lender (other than contingent and continuing Obligations for which Lender has received cash collateral in accordance with the terms of the Loan Agreement) and termination of the Financing Agreements (as defined in the Loan Agreement) on terms and conditions acceptable to Lender, enter into, execute and deliver in favor of Lender a termination and release agreement, in form and substance satisfactory to Lender. For purposes of this Order, the term

“**Loan Agreement**” means the Loan and Security Agreement, dated as of August 7, 2009, by and among Lender and the Debtors, as amended.

35. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.

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

37. To the extent that this Order is inconsistent with any prior order or pleading with respect to the Sale Motion in these chapter 11 cases, the terms of this Order shall govern.

38. The Purchaser has agreed to comply with all privacy policies of the Debtors which may be in effect as of the Closing relating to personal information of any customer, subscriber or employee.

DATE: February __, 2013
New York, New York

UNITED STATES BANKRUPTCY JUDGE

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

	X	
In re:	:	Chapter 11
	:	
JOURNAL REGISTER COMPANY, et al.,	:	Case No. 12-13774 (SMB)
	:	
Debtors. ¹	:	Jointly Administered
	X	

ORDER (A) ESTABLISHING BIDDING PROCEDURES IN CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF THE ASSETS OF THE DEBTORS, (B) APPROVING THE FORM AND MANNER OF NOTICES, (C) SETTING A SALE HEARING, (D) AUTHORIZING PROCEDURES IN CONNECTION WITH THE ASSUMPTION AND ASSIGNMENT OF CERTAIN EXECUTORY CONTRACTS AND UNEXPIRED LEASES, AND (E) GRANTING RELATED RELIEF

Upon consideration of the motion (the “Motion”)² of the Debtors for entry of an order, among other things, (a) establishing bidding procedures (the “Bidding Procedures”) in connection with the Sale of substantially all of the assets of the Debtors (the “Acquired Assets”); (b) approving the form and manner of notices of the Sale and the Bidding Procedures; (c) setting a hearing date to consider the approval of the Sale (the “Sale Hearing”); (d) authorizing the Sale free and clear of all liens, claims, encumbrances and interests (collectively, “Liens, Claims, Encumbrances, and Interests”), subject to higher and better offers; (e) authorizing the assumption

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Journal Register Company (8615); Register Company, Inc. (6548); Chanry Communications Ltd. (3704); Pennysaver Home Distributions Corp. (9476); All Home Distribution Inc. (0624); JR East Holdings, LLC (N/A); Journal Register East, Inc. (8039); Journal Company, Inc. (8220); JRC Media, Inc. (4264); Orange Coast Publishing Co. (7866); St. Louis Sun Publishing Co. (1989); Middletown Acquisition Corp. (3035); JiUS, Inc. (3535); Journal Register Supply, Inc. (6546); Northeast Publishing Company, Inc. (6544); Hometown Newspapers, Inc. (8550); The Goodson Holding Company (2437); Acme Newspapers, Inc. (6478); 21st Century Newspapers, Inc. (6233); Morning Star Publishing Company (2543); Heritage Network Incorporated (6777); Independent Newspapers, Inc. (2264); Voice Communications Corp. (0455); Digital First Media Inc. (0431); Great Lakes Media, Inc. (5920); Up North Publications, Inc. (2784); Greater Detroit Newspaper Network, Inc. (4228); Great Northern Publishing, Inc. (0800); and Saginaw Area Newspapers, Inc. (8444). The mailing address for each of the Debtors is Lower Makefield Corporate Center, 790 Township Road, 3rd Floor, Yardley, PA 19067.

² Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion or the Bidding Procedures, as applicable.

and assignment of certain executory contracts and unexpired leases in connection with the Sale (the “Assigned Contracts”); and (f) granting related relief; and jurisdiction existing for the Court to consider the Motion; and after due deliberation thereon; and upon the arguments and statements in support of the Motion presented at the hearing before the Court; and it appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates, creditors, and other parties in interest; and reasonable and adequate notice of the Motion having been provided to all entities required to be served in accordance with Bankruptcy Code, the Bankruptcy Rules, and the Local Bankruptcy Rules; and it appearing that the Bidding Procedures, in the form of Exhibit “1” attached hereto, and the Cure Objection procedures described below are reasonable and appropriate under the circumstances of the Debtors’ chapter 11 cases, it is hereby:

ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. Adequate notice of the approval of the Bidding Procedures was given and no other or further notice is required except as provided herein with respect to the Sale Hearing and Cure Costs.

2. The Motion is granted as set forth herein, with all other relief sought in the Motion carried to the Sale Hearing and all parties reserving any and all of their respective rights with respect thereto.

3. The Bidding Procedures attached hereto as Exhibit “1” are hereby approved in their entirety. Any entity who wishes to participate in the Bidding Process must be a Potential Bidder, and any entity who wishes to participate in the Auction Process must be a Qualified Bidder. To be a Potential Bidder, an entity must deliver the Potential Bid Documents to the financial advisor and counsel to the Debtors and counsel to the Committee. All Qualified

Bidders must deliver to the financial advisor and counsel to the Debtors and counsel to the Committee, the Required Bid Documents in accordance with the Bidding Procedures by February 11, 2013 at 4:00 p.m. (Eastern Time) (the “Bid Deadline”), unless it is extended by the Debtors, in consultation with the Committee; provided, however, that any extension of the Bid Deadline of greater than two days shall require the consent of the Purchaser.

4. The Stalking Horse Bid is a Qualified Bid for all purposes and 21st CMH Acquisition Co. (the “Purchaser”) shall be deemed a Qualified Bidder and shall have the right to credit bid all or part of its prepetition secured claims at the Auction.

5. If, as of the Bid Deadline, the Debtors have received one or more Qualified Bids, the Auction shall take place at 10:00 a.m. (Eastern Time) on February 15, 2013, at the offices of Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, New York, or such later time or other place as the Debtors shall determine in consultation with the Committee; provided, however, that any adjournment of the Auction shall require the consent of the Purchaser. If, as of the Bid Deadline, the only Qualified Bid received by the Debtors is the Stalking Horse Bid, the Debtors shall not conduct the Auction and will instead seek approval of the Stalking Horse Bid at the Sale Hearing.

6. No later than three (3) days after approval of this Order, the Debtors shall send the notice of the Bidding Procedures, the Auction and the Sale Hearing by mailing the Sale Notice and this Order via overnight mail, fax, and/or email to the Notice Parties, and all parties identified by the Debtors’ financial advisor as having a potential interest in the Acquired Assets. The form, manner, and service of the Sale Notice is appropriate under the circumstances and is hereby approved.

7. The Sale Notice (a) is hereby approved and (b) shall be published (without the Bidding Procedures) within five (5) Business Days after entry of this Order, in the New York Times (National Edition) or in such other publications as the Debtors and their advisors determine will promote the marketing and sale of the Acquired Assets.

8. Objections, if any, to the Sale shall be filed with the Court and served in accordance with the Sale Notice and this Order so as to be received by 5:00 p.m. (Eastern Time) on February 14, 2013. The Sale Hearing shall be held before this Court on February 21, 2013.

9. No later than seven (7) days after approval of this Order, the Debtors shall file with the Court and send the Cure Notices listing the Cure Costs by first class mail to each contract counterparty of the Assigned Contracts. The form, manner, and service of the Cure Notices is appropriate under the circumstances and is hereby approved.

10. Any Cure Objection filed to the assumption and assignment of the Assigned Contracts must: (a) identify the Assigned Contract to which the objector is a party; (b) describe with particularity the Cure Claim the claimant contends is required under Bankruptcy Code section 365 and identify the grounds for the alleged Cure Claim, if applicable; (c) attach all documents supporting or evidencing the Cure Claim, if applicable; (d) if the response contains an objection to adequate assurance under section 365 of the Bankruptcy Code (“Adequate Assurance”), state with specificity what the objecting party believes is required to provide Adequate Assurance; and (e) be filed with the Court and served upon the following parties: (i) counsel to the Debtors, Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, New York, 10178, Attn: Neil E. Herman; (ii) counsel to the Committee, Lowenstein Sandler LLP, 1251 Avenue of the Americas, New York, New York 10020, Attn: Gerald Bender; (iii) counsel to the Purchaser, Akin Gump Strauss Hauer & Feld LLP, One Bryant Park, New York, New

York 10036 Attn: Lisa Beckerman; and (iv) the Office of the United States Trustee for Region 2 for the Southern District of New York, with such objection actually received by 5:00 p.m. (Eastern Time) on February 8, 2013.

11. If a Contract Counterparty does not object to the relevant Cure Cost by 5:00 p.m. (Eastern Time) on February 8, 2013, in the manner set forth above, then (a) the applicable Cure Cost shall be controlling with respect to the applicable Assigned Contract notwithstanding anything to the contrary in any Assigned Contract or other document; and (b) the Contract Counterparty shall be forever barred from asserting any other claim arising prior to the assignment against the Debtors or the Prevailing Bidder as to such Assigned Contract. Notwithstanding the foregoing, a Contract Counterparty's failure to object to the proposed Cure Cost shall not in any way reduce, limit or otherwise modify the Debtors' obligations under Section 365 of the Bankruptcy Code to timely comply and meet all of their post-petition obligations under their contracts until such time as the contracts are assumed or rejected; and such obligations arising after February 8, 2013 will automatically be deemed added to the Contract Counterparty's Cure Cost without any further action by the Contract Counterparty.

12. If a Contract Counterparty objects to the relevant Cure Cost as set forth in the Cure Notice, such counterparty shall have the opportunity to appear before the Court at the Cure Objection Hearing to determine the Cure Cost and the appropriate Adequate Assurance of future performance. If any Cure Objection filed to the assumption and assignment of the Assigned Contracts heard at the Cure Objection Hearing results in a determination by the Court that materially increases such Cure Cost or requires different Adequate Assurance, the Prevailing Bidder shall be permitted to remove such contract from the list of Assigned Contracts.

13. The Cure Objection Hearing will be held to consider any objections filed to the assumption and assignment of the Assigned Contracts before this Court on February 21, 2013 at 10:00 a.m. (Eastern Time), or at such time thereafter as counsel may be heard. In order for the Debtors to assume and assign any of the Assigned Contracts, the Prevailing Bidder requesting the assumption and assignment must pay the Cure Costs determined by the Bankruptcy Court (if the counterparty objects) or set forth in the Cure Notice (if there is no objection).

14. The Prevailing Bidder's rights to request that the Debtors seek to assume and assign additional executory contracts and unexpired leases prior to Closing are fully preserved. In the event that the Prevailing Bidder makes such a request that the Debtors assume and assign such additional contracts or leases with less than 21 days' notice prior to the Sale Hearing, the Debtors shall file a separate motion to assume and assign such agreements pursuant to section 365 of the Bankruptcy Code and the Agreement. The Prevailing Bidder may also remove contracts and leases from Exhibit D to the Motion (and the list of Assigned Contracts attached to the Agreement) and withdraw the request to assume and assign any Assigned Contract pursuant to the terms of the Agreement at any time prior to the later of (i) five (5) days after the resolution of any dispute with a non-debtor party to an Assumed Contract relating to the Cure Amount or Adequate Assurance and (ii) the conclusion of the Cure Objection Hearing, in which case the Debtors will seek to reject the removed contracts and leases. The Prevailing Bidder shall have the right to settle any Cure Objection without further order of the Court, provided that such settlement does not increase any cost to or claim against the Debtors' estates. Any Cure Objections, if not consensually resolved, will be heard by the Court at the Cure Objection Hearing.

15. The failure of any Contract Counterparty to object to the assumption and assignment of an Assigned Contract shall be deemed that party's consent to the assumption and assignment of such Assigned Contract.

16. The Debtors shall provide to the Committee's professionals (i) weekly updates on the status of the sale process and negotiations with all bidders or potential bidders and (ii) copies of all documents received from bidders or potential bidders as soon as practicable after receipt by the Debtors.

17. As soon as practicable but no later than one (1) Business Day after the conclusion of the Auction, if a party other than the Purchaser is the Prevailing Bidder, the Debtors shall file with the Court and serve by fax, e-mail or overnight mail to all of their landlords under their existing real property leases a notice identifying the Prevailing Bidder and setting forth information required by section 365 of the Bankruptcy Code, including financial information, to provide adequate assurance of future performance by the Prevailing Bidder under any real property leases that are designated as Assigned Contracts. The Debtors shall also provide notice of such information on the website for their bankruptcy cases maintained by their noticing and claims agent, American Legal Claim Services, LLC (www.americanlegalclaims.com/jrc).

18. All Contract Counterparties shall have five (5) Business Days to make informal inquiries as to the Prevailing Bidder (other than the Purchaser) on all matters including, without limitation, adequate assurance of future performance, without necessity of engaging in formal discovery, and all Contract Counterparties shall have up until 9:00 p.m. on the day before the Sale Hearing is scheduled to file an objection to the Prevailing Bidder (other than the Purchaser) assuming the Assigned Contracts. Objections related to the adequate assurance of future performance will be adjourned and dealt with at a hearing to be scheduled before the Court on a

mutually agreeable date between the Contract Counterparties, the Debtors and such Prevailing Bidder.

19. All Qualified Bidders shall expressly agree to comply with the Debtors' existing privacy policies as may relate to personally identifiable information, including but not limited to credit card information and social security numbers, of any employee, customer or subscriber or other individual.

20. Representatives of the Pension Benefit Guaranty Corporation and the Communications Workers of America shall be permitted to attend the Auction.

21. The Debtors shall provide a full and complete copy of that certain Stipulation and Order, dated December 20, 2012, among the Debtors, the Committee, the Purchaser and the PBGC to each Potential Bidder.

22. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation of this Order.

23. Notwithstanding the possible applicability of Rules 6004(h), 7062, or 9014 of the Bankruptcy Rules, any other Bankruptcy Rule, or Rule 62(a) of the Federal Rules of Civil Procedure, this Order shall be immediately effective and enforceable upon its entry and there shall be no stay of effectiveness or execution of this Order.

Dated: December 20th, 2012
New York, New York

/s/ STUART M. BERNSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Bidding Procedures

Set forth below are the bidding procedures (the “Bidding Procedures”) to be employed with respect to the prospective sale (the “Sale”) of substantially all of the assets (the “Acquired Assets”) of the Journal Register Company and its direct and indirect subsidiaries (collectively, the “Debtors”) as approved by the United States Bankruptcy Court for the Southern District of New York (the “Court”). Absent the Debtors’ receipt of a higher or better offer for the Acquired Assets, as determined by the Debtors, in consultation with the Committee, the Acquired Assets will be sold pursuant to the terms of that certain Asset Purchase Agreement (the “Agreement”), dated as of November 29, 2012, and amended and restated as of December 19, 2012, by and between the Debtors and 21st CMH Acquisition Co. (the “Purchaser”), in connection with the Debtors’ motion seeking, among other things, approval of these Bidding Procedures and the Sale [Docket No. 199] (the “Motion”).¹ In the event one or more Qualified Bids (as defined below) are received, the Debtors will seek entry of an order from the Bankruptcy Court authorizing and approving the Sale, free and clear of all liens, claims, encumbrances, and other interests (collectively, “Liens, Claims, Encumbrances, and Interests”), to a Qualified Bidder (as hereinafter defined) that the Debtors determine, in consultation with the Committee, has made the highest and best offer from the bids submitted at the Auction by the Qualified Bidders and the Purchaser to purchase the Acquired Assets (the “Prevailing Bidder”).

Reservation of Rights

The Debtors shall retain all rights to any of their assets that are not subject to a bid accepted by the Debtors and approved by the Court at the Sale Hearing (as hereinafter defined).

The Bidding Process

The Debtors shall (i) determine whether any entity is a Qualified Bidder (in consultation with the Committee), (ii) coordinate the efforts of Potential Bidders (as defined below) in conducting their due diligence investigations of the Acquired Assets, (iii) receive offers from Qualified Bidders, and (iv) negotiate any offers made to purchase the Acquired Assets (collectively, the “Bidding Process”). Any entity who wishes to participate in the Bidding Process must be a Potential Bidder, and any entity who wishes to participate in the Auction Process must be a Qualified Bidder.

Neither the Debtors nor their representatives shall be obligated to furnish any information of any kind whatsoever relating to the Acquired Assets to any entity who has not delivered to the Debtors an executed confidentiality agreement satisfactory in form and substance to the Debtors (each, a “Confidentiality Agreement”). The Debtors have the right to adopt such other rules for the Bidding Process that, after consultation with their financial, restructuring, and legal advisors, and counsel for the Committee, will better promote the goals of the Bidding Process; provided, however, that any material modifications will require the consent of the Purchaser.

¹ Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Motion.

Participation Requirements

Unless otherwise ordered by the Court, to participate in the Bidding Process, each entity (a "Potential Bidder") must deliver to the Debtors' financial advisor and counsel, and counsel for the Committee the following documents (the "Potential Bid Documents"):

- (i) a statement fully disclosing the identity of each entity that will be bidding for the Acquired Assets or otherwise participating in connection with such bid, and complete terms of any such participation;
- (ii) a statement setting forth the Potential Bidder's financial capability of providing a bid in the required amount and containing financial and other information that will allow the Debtors, in consultation with the Committee, to make a reasonable determination as to the Potential Bidder's financial ability to consummate a Sale; and
- (iii) a Confidentiality Agreement.

Once the Potential Bid Documents are delivered, the Debtors' counsel will provide the Potential Bidder with a WORD version of the Agreement. The Debtors will also provide each Potential Bidder a full and complete copy of that certain Stipulation and Order, dated December 20, 2012, among the Debtors, the Committee, the Purchaser and the PBGC.

A Qualified Bidder is a Potential Bidder who, no later than 4:00 p.m. (Eastern Time) on February 11, 2013 (the "Bid Deadline"), delivers to the Debtors' financial advisor and counsel, with a copy to counsel for the Committee, the Deposit (defined below), and a written offer that:

- (i) States that such Potential Bidder offers to purchase the Acquired Assets upon the terms and conditions substantially as set forth in the Agreement or pursuant to an alternative structure that the Debtors determine, after consultation with the Committee, is no less favorable than the terms and conditions of the Agreement;
- (ii) Is accompanied by a clean and duly executed Agreement (the "Modified Agreement") and a marked Modified Agreement reflecting the variations from the Agreement, that contains (A) a cash component of the purchase price of not less than the sum of (i) \$114,150,000, (ii) Cure Amounts estimated to be \$500,000, (iii) \$6,000,000 (*i.e.* the Wind Down Cash), (iv) cash sufficient to pay off all Obligations under the DIP Credit Agreement estimated to be \$1,000,000, and (v) an initial overbid of \$500,000 (collectively \$122,150,000.00, the "Initial Overbid"); and (B) an unconditional obligation to be solely responsible for and to pay all (x) Assumed Liabilities and (y) obligations on account of severance pay and accrued paid time off that are required to be paid to any of Seller's employees who are not offered employment with such Potential Bidder pursuant to such Modified Agreement; provided, however, that Potential Bidders shall be permitted to submit, and a Modified Agreement may

consist of, a bid in any format and using any transaction structure, including but not limited to a proposed plan of reorganization for the Debtors or an alternative form of Agreement, provided that only bids (or combinations of bids) for all of the Acquired Assets in an aggregate amount in cash equal to the Initial Overbid (except for the Wind Down Cash portion of the Initial Overbid which may be comprised of another form of consideration acceptable to the Committee with a value equal to the amount of the Wind Down Cash) may be considered;

- (iii) Includes the 2007 Tax Refund as an Excluded Asset or provides additional consideration as part of the Purchase Price at least equal to the value of the 2007 Tax Refund (estimated as \$635,000) in a form acceptable to the Committee;
- (iv) States that such Potential Bidder is financially capable of consummating the transactions contemplated by the Modified Agreement and contains financial and other information that will allow the Debtors, in consultation with the Committee, to make a reasonable determination as to the Potential Bidder's financial and other capabilities to consummate the transactions contemplated by the Modified Agreement, including, without limitation, such financial and other information setting forth adequate assurance of future performance under Bankruptcy Code section 365;
- (v) States such Potential Bidder's offer is irrevocable until the closing of the purchase of the Acquired Assets if such Potential Bidder submits the Prevailing Bid or Back-Up Bid (each as defined below) and otherwise is only irrevocable until the Prevailing Bid and Back Up Bid are determined; provided, however, if the offer of such Potential Bidder is deemed to be the Back-Up Bid, the Potential Bidder's offer is irrevocable until the earlier of 5:00 p.m. Eastern Time on the day that is (i) the Outside Back-Up Date (as defined below) or (ii) the closing of the Sale transaction with the Prevailing Bidder;
- (vi) Does not request or entitle the Potential Bidder to any transaction or break-up fee, expense reimbursement, or similar type of payment;
- (vii) Results in a value to the Debtors, in the Debtors' reasonable judgment after consultation with its financial and legal advisors and the Committee, that is more than the aggregate consideration being paid under the Agreement;
- (viii) (i) Does not contain any due diligence or financing contingencies of any kind; and (ii) contains evidence that the bidder has received debt and/or equity funding commitments or has financial resources readily available sufficient in the aggregate to finance the purchase of the Acquired Assets, which evidence is reasonably satisfactory to the Debtors in consultation with the Committee; *provided, further*, that a Potential Bidder shall also

provide information relating to the financial condition of any such Potential Bidder, including financial statements for the year ended 2011, recent cash flow and income statements, and recent balance sheets (collectively, the "Financial Disclosures").

- (ix) Includes evidence of authorization and approval from the Potential Bidder's board of directors or comparable governing body with respect to the submission, execution, delivery, and closing of the Modified Agreement.
- (x) Is accompanied by a deposit (the "Deposit") in the form of a certified check or wire transfer of immediately available funds payable to the order of Journal Register Company in an amount equal to 5% of the cash purchase price specified in the Modified Agreement. The Deposit of the Prevailing Bidder will be applied as a credit against the purchase price for the Prevailing Bidder. The Deposit of the Back-Up Bidder will be refunded without interest no more than 15 days after the date that the Prevailing Bidder is required to close (unless, at that time, the sale is completed with the Back-Up Bidder, in which case such Deposit will be applied as specified in the preceding sentence). The Deposits of all other Potential Bidders will be refunded without interest not later than three business days after the Sale Hearing.
- (xi) States that such Potential Bidder agrees to comply with the Debtors' existing privacy policies as may relate to personally identifiable information, including but not limited to credit card information and social security numbers, of any employee, customer or subscriber or other individual.
- (xii) For any bidder other than the Purchaser, excludes from the Acquired Assets any potential claims or causes of action against the Term A Loan Agent, the Term A Loan Lenders, the Term B Loan Agent, the Term B Loan Lenders, the Alden Entities (as defined in the Motion), 311 East Lancaster Avenue LLC, 500 Mildred Avenue LLC, 40 Sargent Drive LLC, 20 Lake Avenue LLC, and any of their current or former affiliates, officers, directors, general partners, limited partners, shareholders, employees, managers, agents, attorneys, accountants and advisors, or against any current or former officer or director of a Debtor or any current or former advisor, attorney or accountant to a Debtor with respect to any act or omission relating to a Debtor which occurred prior to the date of the commencement of the Bankruptcy Cases (the "Excluded Causes of Action"). The Excluded Causes of Action will remain property of the Debtors' estates and will be waived by the Debtors as part of any order approving the Sale to a Prevailing Bidder other than Purchaser.

The documents referred to in subparagraphs (i) – (xii) are referred to herein as the required bid documents (the "Required Bid Documents").

The Debtors will make a determination, in consultation with the Committee, regarding whether a Potential Bidder has submitted a bid that includes all of the Required Bid Documents and meets all of the above requirements (a "Qualified Bid"). The Purchaser is deemed a Qualified Bidder (the "Stalking Horse Bid"). The Debtors shall distribute copies of each Qualified Bid to (i) each other Qualified Bidder, or their counsel, if known, (ii) counsel to the Purchaser, (iii) counsel to the Committee, and (iv) the Pension Benefit Guaranty Corporation. The Debtors may extend the Bid Deadline at their discretion, in consultation with the Committee, provided, however, that any extension of the Bid Deadline of greater than two days shall require the consent of the Purchaser.

Debtor Journal Register East, Inc. sponsors a single-employer defined benefit pension plan known as the Journal Register Company Retirement Plan (the "Pension Plan"). The Pension Plan provides retirement benefits for approximately 4,242 of the Debtors' employees and their beneficiaries. Qualified Bids may consist of a combination of cash and certain assumed obligations, including obligations with respect to the Pension Plan. In determining the Prevailing Bidder, the Debtors shall consider any bid that assumes the liabilities of the Pension Plan and give credit for the value of the liabilities under the Pension Plan that the bidder agrees to assume. The Debtors shall provide to the Pension Benefit Guaranty Corporation (PBGC) copies of all Qualified Bids that propose to assume the Pension Plan and such bidders shall provide sufficient information for the PBGC to assure itself of the bidder's financial ability to maintain the Pension Plan.

Due Diligence

The Debtors shall afford each Potential Bidder who has delivered prior to the Bid Deadline to (i) the Debtors' financial advisor and counsel and (ii) the Committee an executed Confidentiality Agreement access to due diligence materials for the Acquired Assets. The Debtors will designate an employee or other representative to coordinate all reasonable requests for additional information and due diligence access from such bidders. The Debtors shall not be obligated to furnish any due diligence information after the Bid Deadline. Neither the Debtors nor any of their representatives are obligated to furnish any information relating to the Acquired Assets to any entity except to a Potential Bidder who has delivered an executed Confidentiality Agreement to the Debtors. Potential Bidders are advised to exercise their own discretion before relying on any information regarding the Acquired Assets provided by anyone other than the Debtors or their representatives.

Bid Deadline

As noted above, the Bid Deadline shall be not later than 4:00 p.m. (Eastern Time) on February 11, 2013, unless extended by the Debtors, in consultation with the Committee, provided, however, that any extension of the Bid Deadline of greater than two days shall require the consent of the Purchaser.

Representations and Warranties

The Sale shall be in accordance with certain limited representation, warranties, and covenants of the Purchaser and the Debtors as set forth in Articles 4, 5 and 6 of the Agreement.

Except as otherwise provided in the Agreement, all of the Debtors' right, title, and interest in and to the Acquired Assets shall be sold free and clear of all Liens, Claims, Encumbrances, and Interests in accordance with section 363(f) of the Bankruptcy Code, with such Liens, Claims, Encumbrances, and Interests to attach to the net proceeds (if any) of the Sale of the Acquired Assets in the same priority (and subject to the same defenses).

Each bidder will be deemed to acknowledge and represent that it has had an opportunity to inspect and examine the Acquired Assets and to conduct any and all due diligence regarding the Acquired Assets prior to making its offer, that it relied solely upon its own independent review, investigation and/or inspection of any documents and/or Acquired Assets in making its bid, and that it did not rely upon any written or oral statements, representations, promises, warranties or guaranties whatsoever, whether express, implied, by operation of law or otherwise, regarding the Acquired Assets, or the completeness of any information provided in connection therewith or the Auction, except as expressly stated in the Bidding Procedures or, as to the Prevailing Bidder, in its own purchase agreement.

Auction

After all Potential Bids have been received, the Debtors (after consultation with counsel to the Committee) shall determine if any of them constitutes a Qualified Bid and which, among all of the Qualified Bids constitutes the highest and best bid. **The Debtors shall communicate their determinations to all Qualified Bidders, including the Purchaser, not later than February 13, 2013.**

Thereafter, the Debtors shall conduct an Auction, but only if at least one Qualified Bid in addition to the Stalking Horse Bid is received. **The Auction shall take place on 10:00 a.m. (Eastern Time) on February 15, 2013, at the offices of Morgan, Lewis & Bockius LLP, 101 Park Avenue, New York, New York, or such later time or other place as the Debtors shall determine in consultation with the Committee; provided, however, that any adjournment of the Auction shall require the consent of the Purchaser.** If, as of the Bid Deadline, the only Qualified Bid received by the Debtors is the Stalking Horse Bid, the Debtors will not conduct the Auction.

Representatives of the Pension Benefit Guaranty Corporation and the Communications Workers of America shall be permitted to attend the Auction.

Only the Purchaser and the Qualified Bidders shall be entitled to make any subsequent bids at the Auction. Each Qualified Bidder shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Sale. The Purchaser and the Qualified Bidders shall appear in person at the Auction, or through a duly authorized representative. Bidding shall commence at the amount of the highest Qualified Bid submitted by the Qualified Bidders prior to the Auction.

The Initial Overbid shall be an all cash offer of not less than \$122,150,000.00 together with an unconditional obligation to be solely responsible for and to pay all (x) Assumed Liabilities and (y) obligations on account of severance pay and accrued paid time off that are

required to be paid to any of Seller's employees who are not offered employment with such Potential Bidder pursuant to such Modified Agreement.

The Purchaser and the Qualified Bidders may then submit successive bids (in addition to the Initial Overbid) in increments of at least \$500,000.00 higher than the bid at which the Auction commenced and then continue in minimum increments of at least \$250,000.00 higher than the previous bid.

The Purchaser shall be entitled to include as part of any and all of its subsequent bids a credit for all or part of the Tranche A Credit Agreement, the Tranche B Credit Agreement, and/or any other secured debt owed by the Debtors to the Purchaser, as well as any postpetition interest relating to any secured debt owed by the Debtors to the Purchaser.

The Auction will be conducted openly and the Purchaser and the Qualified Bidders will be informed of the terms of the previous bid.

The Purchaser and the Qualified Bidders shall have the right to submit additional bids and make additional modifications to the Agreement at the Auction, consistent herewith, provided that any such modifications to the Agreement, on an aggregate basis and viewed in whole, shall not be less favorable to the Debtors than any prior bid by such party.

The Auction shall continue in one or more rounds until there is only one offer that the Debtors determine, in consultation with the Committee and subject to Court approval, is the highest and best offer from among the Qualified Bidders and the Purchaser submitted at the Auction (the "Prevailing Bid"). In making this decision, the Debtors, in consultation with the Committee, shall consider, without limitation, the amount of the purchase price, the form of consideration being offered, the likelihood of the bidder's ability to close a transaction and the timing thereof, the number, type and nature of any changes to the Agreement requested by each bidder, whether any Qualified Bidder's bid is contingent on the assumption and assignment of any particular lease(s), and the net benefit to the Debtors' estates. The bidder submitting such Prevailing Bid shall become the Prevailing Bidder, and shall have such rights and responsibilities of the Purchaser, as set forth in the Agreement. Within 24 hours after close of the Auction, the Prevailing Bidder shall complete and execute all agreements, contracts, instruments or other documents evidencing and containing the terms and conditions upon which the Prevailing Bid was made. Absent irregularities in the conduct of the Auction, or reasonable and material confusion during the bidding, the results at the close of the Auction shall be final and no additional bids will be accepted after the close of the Auction.

If an Auction is conducted, the party with the next highest or otherwise best Qualified Bid (including for this purpose, the Purchaser), as determined by the Debtors, in the exercise of its business judgment, in consultation with the Committee, at the Auction shall be required to serve as a back-up bidder (the "Back-Up Bidder") and keep such bid (the "Back-Up Bid") open and irrevocable until the earlier of 5:00 p.m. Eastern time on the date which is (i) thirty (30) days after the date of the Sale Hearing (the "Outside Back-Up Date") or (ii) the closing of the Sale transaction with the Prevailing Bidder.

Acceptance of Qualified Bids

The Debtors shall sell the Acquired Assets for the highest and otherwise best Qualified Bid received as determined by the Debtors in consultation with the Committee pursuant to the Bidding Procedures and approved by the Bankruptcy Court. The Debtors' presentation to the Bankruptcy Court for approval of a particular Qualified Bid does not constitute the Debtors' acceptance of the bid. The Debtors will be deemed to have accepted a bid only when the bid has been approved by the Court at the Sale Hearing.

Sale Hearing

The Sale Hearing is presently scheduled to take place on February 21, 2013 at 10:00 a.m. at the Courtroom of the Honorable Stuart M. Bernstein, United States Bankruptcy Judge for the Southern District of New York. Objections, if any, to the Sale would be then required to be filed in the Bankruptcy Court and served so as to be received by February 14, 2013. The Sale Hearing may be adjourned or rescheduled without notice by an announcement of the adjourned date at the Sale Hearing.

Following the Sale Hearing, if the Prevailing Bidder fails to consummate an approved Sale because of (a) the failure of a condition precedent beyond the control of either the Debtors or the Prevailing Bidder or (b) a breach or failure to perform on the part of such Prevailing Bidder, the Back-Up Bidder will be deemed to be the new prevailing bid, and the Debtors will be authorized, but not required, to consummate the Sale with the Back-Up Bidder without further order of the Bankruptcy Court upon at least 48 hours notice to the Committee, provided, however, that if the Purchaser is the Back-Up Bidder, the Debtors shall be required to consummate the Sale to the Back-Up Bidder. In the case of (b) above, the defaulting Prevailing Bidder's deposit shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available damages from the defaulting Prevailing Bidder.

Return of Deposit

Upon entry of the Sale Order, the Deposits of all Qualified Bidders, other than the Prevailing Bidder and the Back-Up Bidder, shall be returned to such Qualified Bidders. The Deposits of the Prevailing Bidder (if not the Purchaser) and the Back-Up Bidder shall be held in escrow until 30 days after the date that the Prevailing Bidder is required to close.

Modifications

The Debtors may (a) determine, in their business judgment, which Qualified Bid is the highest and otherwise best offer, in consultation with the Committee; and (b) reject at any time before entry of an Order of the Court approving a Qualified Bid, any bid that, in the Debtors' discretion (after consultation with the Committee), is (i) inadequate or insufficient or (ii) not in conformity with the requirements of the Bankruptcy Code, the Bidding Procedures, or the terms and conditions of the Sale.

FORM OF
BILL OF SALE

This Bill of Sale (this "Bill of Sale"), dated as of [] [], 2013, is made and entered into by and among Journal Register Company, a Delaware corporation, and each of its subsidiaries listed on the signatures page of this Bill of Sale (collectively, "Sellers"), and 21st CMH Acquisition Co., a Delaware corporation ("Purchaser") and each of the Designees listed on the signature pages of this Bill of Sale (Purchaser and such Designees, each, an "Assignee" and collectively, "Assignees").

RECITALS

WHEREAS, Purchaser and Sellers are parties to that certain Amended and Restated Asset Purchase Agreement, dated as of December 19, 2012 (the "Purchase Agreement"), pursuant to which Sellers have agreed to sell, and Assignees have agreed to purchase, the Acquired Assets; and

WHEREAS, pursuant to the terms of the Purchase Agreement and by this Bill of Sale, Sellers are selling, assigning, transferring and conveying all of Sellers' rights, titles and interests in, to and under the Acquired Assets.

NOW, THEREFORE, in consideration of the foregoing and of the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized terms used herein and not defined shall have the meanings assigned to them in the Purchase Agreement.
2. The transactions contemplated by the Purchase Agreement have been approved by an order of the Bankruptcy Court as set forth in the Bankruptcy Sale Order.
3. In consideration of the Purchase Price, Sellers hereby sell, convey, transfer, assign and deliver to each Assignee, and each Assignee hereby purchases and acquires from Sellers, all of Sellers' rights, titles and interests in the Acquired Assets. Sellers, for themselves, their successors and assigns, irrevocably constitute and appoint each Assignee, its successors and assigns, and each of them, the true and lawful attorney of Sellers, their successors and assigns, with full power of substitution and gives and grants unto each Assignee, its successors and assigns, and each of them, full power and authority in the names of Sellers, their successors and assigns, at any time and from time to time, to demand, sue for, recover and receive any and all rights, demands, claims and causes of action of every kind and description whatsoever incident or relating to the Acquired Assets, for the purpose of fully vesting in each Assignee, its successors and assigns, all and singular, all the right, title and interest in and to the Acquired Assets. Sellers are not selling, conveying, transferring or assigning the Excluded Assets.

4. This Bill of Sale and all of the provisions hereof will be binding from and after its execution upon Sellers and the Assignees and their respective successors and assigns, except that no such assignment shall relieve any Assignee of its obligations hereunder.

5. To the extent any term, condition or provision of this Bill of Sale is in any way inconsistent with or in conflict with any term, condition or provision of the Purchase Agreement, the Purchase Agreement shall govern and control.

6. This Bill of Sale may not be amended or waived except in a writing executed by the party against which such amendment or waiver is sought to be enforced. No course of dealing between or among any persons having any interest in this Bill of Sale will be deemed effective to modify or amend any part of this Bill of Sale or any rights or obligations of any person under or by reason of this Bill of Sale.

7. This Bill of Sale may be executed in one or more counterparts, all of which shall constitute one and the same instrument. Any such counterpart, to the extent delivered by means of an Electronic Delivery shall be treated in all manner and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

8. This Bill of Sale shall be construed, performed and enforced in accordance with, and governed by, the Laws of the State of New York (without giving effect to the principles of conflicts of Laws thereof).

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale effective as of the date first above written.

PURCHASER:

21ST CMH ACQUISITION CO.

By: _____
Name:
Its:

DESIGNEES:

[]

By: _____
Name:
Its:

SELLERS:

JOURNAL REGISTER COMPANY

By: _____
Name:
Title:

DIGITAL FIRST MEDIA INC.

By: _____
Name:
Title:

CHANRY COMMUNICATIONS, LTD.

By: _____
Name:
Title:

PENNYSAVER HOME DISTRIBUTION CORP.

By: _____
Name:
Title:

ALL HOME DISTRIBUTION INC.

By: _____
Name:
Title:

REGISTER COMPANY, INC.

By: _____
Name:
Title:

JR EAST HOLDINGS, LLC

By: _____
Name:
Title:

JOURNAL REGISTER EAST, INC.

By: _____
Name:
Title:

[Bill of Sale]
D-4

JOURNAL COMPANY, INC.

By: _____
Name:
Title:

JRC MEDIA, INC.

By: _____
Name:
Title:

ORANGE COAST PUBLISHING CO.

By: _____
Name:
Title:

ST. LOUIS SUN PUBLISHING CO.

By: _____
Name:
Title:

MIDDLETOWN ACQUISITION CORP.

By: _____
Name:
Title:

JiUS, INC.

By: _____
Name:
Title:

[Bill of Sale]
D-5

JOURNAL REGISTER SUPPLY, INC.

By: _____
Name:
Title:

NORTHEAST PUBLISHING COMPANY, INC.

By: _____
Name:
Title:

THE GOODSON HOLDING COMPANY

By: _____
Name:
Title:

HOMETOWN NEWSPAPERS, INC.

By: _____
Name:
Title:

ACME NEWSPAPERS, INC.

By: _____
Name:
Title:

21st CENTURY NEWSPAPERS, INC.

By: _____
Name:
Title:

[Bill of Sale]
D-6

MORNING STAR PUBLISHING COMPANY

By: _____
Name:
Title:

HERITAGE NETWORK INCORPORATED

By: _____
Name:
Title:

INDEPENDENT NEWSPAPERS, INC.

By: _____
Name:
Title:

VOICE COMMUNICATIONS CORP.

By: _____
Name:
Title:

GREAT LAKES MEDIA, INC.

By: _____
Name:
Title:

UP NORTH PUBLICATIONS, INC.

By: _____
Name:
Title:

[Bill of Sale]
D-7

GREATER DETROIT NEWSPAPER NETWORK,
INC.

By: _____
Name:
Title:

GREAT NORTHERN PUBLISHING, INC.

By: _____
Name:
Title:

SAGINAW AREA NEWSPAPERS, INC.

By: _____
Name:
Title:

EXHIBIT E

Journal Register Company
 DIP Budget - Week Ending December 14, 2012
 (in thousands)

Weeks Ending	Actual 9/14/12	Actual 9/21/12	Actual 9/28/12	Actual 10/5/12	Actual 10/12/12	Actual 10/19/12	Actual 10/26/12	Actual 11/2/12	Actual 11/9/12	Actual 11/16/12	Actual 11/23/12	Actual 11/30/12	Actual 12/7/12	Actual 12/14/12	Fest 12/21/12	Fest 12/28/12	Fest 1/4/13	Fest 1/11/13	Fest 1/18/13	Fest 1/25/13	Fest 2/1/13	Fest 2/8/13	Fest 2/15/13	Fest 2/22/13	Fest 3/1/13	Total	
Receipts																											
Operational Receipts	\$ 5,206	\$ 5,187	\$ 4,342	\$ 5,690	\$ 4,729	\$ 5,283	\$ 4,853	\$ 3,695	\$ 5,007	\$ 5,552	\$ 4,391	\$ 5,392	\$ 6,791	\$ 5,253	\$ 5,779	\$ 3,498	\$ 4,483	\$ 5,336	\$ 5,728	\$ 5,592	\$ 5,693	\$ 5,141	\$ 5,874	\$ 5,940	\$ 4,932	\$ 129,305	
Other Receipts/MNC Recovery	-	-	64	-	819	-	-	-	-	-	-	-	533	-	-	-	-	-	159	-	-	-	159	-	-	1,704	
Asset Sales	-	-	-	-	-	-	-	-	-	-	-	270	-	292	-	-	-	-	-	-	-	-	-	-	-	582	
Total Receipts	5,206	5,187	4,706	5,690	5,548	5,283	4,853	3,695	5,007	5,552	4,391	5,662	7,324	5,253	5,779	3,498	4,483	5,336	5,887	5,592	5,693	5,141	5,833	5,940	4,932	131,571	
Disbursements																											
Associated Press	37	74	37	38	37	37	37	38	37	37	37	38	37	37	40	40	40	40	40	40	40	40	40	40	40	998	
Insurance	-	24	3	-	-	1,257	-	190	-	9	-	190	287	17	-	-	180	-	100	-	180	-	-	100	180	2,757	
Fuel Payroll	1,307	1,712	1,514	1,783	1,571	1,735	1,833	1,799	1,559	2,115	1,482	1,824	1,513	2,043	1,400	1,709	1,763	1,700	1,850	1,550	1,750	1,730	1,850	1,650	1,750	42,180	
Corporate Payroll	766	-	338	-	895	-	-	372	-	798	-	383	-	734	-	375	-	-	1,300	-	450	-	1,000	-	450	7,594	
Pens on Contributions	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
401(k) Contributions	99	112	63	59	83	44	58	10	103	62	75	30	-	113	65	66	65	66	65	65	65	35	65	66	65	1,633	
Shared Services (Chevy/AChs)	147	295	745	1,399	697	1,335	916	1,097	1,538	1,246	1,255	1,208	1,478	1,374	610	390	1,483	1,450	1,475	690	570	1,250	1,450	1,475	610	28,008	
Rent	-	-	-	175	-	3	-	254	-	3	-	253	-	-	25	-	153	100	50	-	150	100	50	-	150	1,463	
Utilities	-	-	-	-	-	3	39	20	20	48	3	59	3	-	300	100	80	100	200	300	100	30	100	200	300	2,128	
Contractors / Independent Contractors	140	290	567	516	351	385	310	434	222	447	237	379	257	403	300	300	300	300	300	300	300	300	300	300	300	8,257	
Production Support	18	-	-	-	-	137	445	-	-	-	573	68	-	597	700	-	-	-	30	-	700	-	-	-	700	3,908	
Health Care Payments	323	345	498	180	287	398	415	287	274	186	379	270	245	289	325	325	340	340	340	340	340	340	340	340	340	8,148	
Taxes (non-payroll)	-	1	-	-	-	-	2	-	-	10	3	-	9	-	-	-	-	-	30	-	-	-	-	-	30	85	
Postage - CAPS	108	138	93	88	69	97	88	80	89	107	88	104	99	132	115	-	115	115	115	115	115	115	115	115	115	2,650	
Newsprint (Sugar and White Birch)	-	-	330	221	130	459	355	988	104	190	285	179	-	435	403	528	580	300	380	350	370	440	350	300	470	8,317	
Other	-	-	38	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	38	
Operating Disbursements	3,742	2,863	4,224	4,459	4,180	5,522	4,027	5,541	4,022	5,196	4,472	4,832	4,084	3,192	4,343	3,786	5,083	4,510	5,365	4,410	4,370	4,440	5,680	5,185	4,810	116,088	
Operating Cash Flow	1,464	2,324	492	1,240	1,368	(639)	826	(1,845)	985	354	209	720	1,707	572	1,436	(318)	(594)	826	(38)	1,182	1,223	701	173	755	122	15,503	
Adequate Protection	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	65	-	-	-	-	65	-	-	-	65	195	
Debt Interest, Principal, Bank Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Connected Tax Settlement	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Capex Expenditures (shared service line)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Reorganization costs:																											
Utility Deposits	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Financial Advisors	-	-	-	40	-	-	-	-	-	80	-	60	-	-	-	80	-	-	-	-	30	-	-	-	385	895	
Legal Services	-	-	-	275	-	-	-	-	-	275	-	575	-	-	-	500	-	-	-	-	415	-	-	-	415	2,155	
D P F financing	125	-	-	55	-	-	-	45	-	16	-	39	-	-	-	38	-	-	-	-	30	-	-	-	23	371	
Claims Administration	-	-	-	-	-	-	-	-	107	-	-	-	-	-	-	-	-	-	-	-	-	100	-	-	100	407	
Costs (Legal / FA)	-	-	-	217	-	-	-	-	-	-	217	-	217	-	-	217	-	-	-	-	-	394	-	-	384	1,588	
Filing Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Trustee Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100	-	-	-	100	100	
Independent Director Fees	8	-	-	-	8	-	-	-	-	8	-	-	-	8	-	-	-	-	8	-	-	-	8	-	-	48	
Auditors	-	-	-	-	-	-	-	-	-	-	-	-	-	-	60	-	-	-	-	-	-	-	-	-	-	60	
Other Professionals	-	-	-	-	-	-	-	-	-	-	-	-	-	-	25	-	-	-	-	-	25	75	-	-	75	200	
Total Reorganization costs	133	-	-	55	52	3	-	45	107	24	572	-	691	3	-	110	915	-	8	-	125	1,344	8	-	1,382	5,947	
Total Reorganization costs and non operating items	133	-	-	55	52	3	-	45	107	24	572	-	691	3	-	176	915	-	8	-	130	1,344	8	-	1,427	5,942	
Total Disbursements	3,475	2,863	4,224	4,514	4,712	5,533	4,027	5,586	4,129	5,223	5,344	4,832	4,675	3,193	4,343	3,661	5,095	4,510	5,303	4,410	4,630	5,494	5,688	5,185	4,823	121,910	
Cash Flow Summary																											
Cash Flow	\$ 1,791	\$ 2,224	\$ 492	\$ 1,185	\$ 636	\$ (647)	\$ 826	\$ (1,819)	\$ 679	\$ 330	\$ (363)	\$ 720	\$ 1,116	\$ 564	\$ 1,436	\$ (493)	\$ (1,509)	\$ 826	\$ (38)	\$ 1,182	\$ 1,639	\$ (348)	\$ 165	\$ 755	\$ (1,365)	\$ 9,661	
Revolving Balance:																											
Beginning Balance	13,588	8,914	3,358	7,051	5,799	4,835	3,704	2,384	4,483	3,793	3,582	4,081	2,239	2,522	2,085	848	1,142	2,851	1,828	1,872	720	-	-	-	-	10,058	
Cash Flow/Disburse	(3,449)	(6,514)	(4,317)	(4,240)	(2,295)	(5,125)	(4,850)	(3,780)	(4,853)	(5,854)	(4,559)	(5,694)	(6,722)	(3,334)	(5,779)	(3,498)	(4,483)	(5,336)	(5,887)	(5,592)	(5,693)	(5,141)	(5,833)	(5,940)	(4,932)	(127,311)	
Loan Draw / Disbursements	2,300	4,258	4,710	2,997	2,130	5,133	3,511	5,872	4,183	5,443	5,358	4,822	4,555	3,337	4,343	3,661	5,095	4,510	5,303	4,410	4,630	5,494	5,888	5,185	4,823	117,922	
Revolving borrowings (payments) net	(65)	-	-	1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	213	(343)	165	755	(1,305)	(439)	
Ending Balance	\$ 8,914	\$ 6,658	\$ 7,361	\$ 6,799	\$ 4,665	\$ 3,703	\$ 2,365	\$ 4,490	\$ 3,793	\$ 3,582	\$ 4,061	\$ 3,239	\$ 2,022	\$ 2,095	\$ 619	\$ 1,142	\$ 2,651	\$ 1,826	\$ 1,872	\$ 720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	
Cash Balance:																											
Beginning Cash	2,060	2,670	2,338	3,513	3,446	3,147	1,538	1,025	1,230	1,441	1,560	1,696	1,574	1,473	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,413	2,070	2,235	2,930	2,060	
Revolving borrowings (payments) net	(1,121)	(2,256)	393	(1,252)	(1,135)	(932)	(1,338)	(2,046)	(667)	(211)	488	(842)	(1,217)	33	(1,436)	493	(1,509)	(826)	46	(1,182)	(720)	-	-	-	(10,036)	(10,036)	
Cash Flow	1,791	2,224	492	1,185	636	(647)	826	(1,819)	679	330	(363)	720	1,116	594	1,436	(493)	(1,509)	826	(38)	1,182	1,639	(348)	165	755	(1,305)	9,661	
Ending Cash	\$ 2,670	\$ 2,638	\$ 3,313	\$ 3,446	\$ 3,147	\$ 1,538	\$ 1,025	\$ 1,230	\$ 1,441	\$ 1,566	\$ 1,696	\$ 1,574	\$ 1,473	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,100	\$ 2,41						

EXECUTION VERSION

Schedules
to
Amended and Restated Asset Purchase Agreement

Dated as of December 19, 2012

These disclosure schedules are being delivered concurrently with the execution of the Amended and Restated Asset Purchase Agreement (the "Agreement"), of even date herewith, by and among (i) 21st CMH Acquisition Co., a Delaware limited liability company ("Purchaser"), and (ii) Journal Register Company, a Delaware corporation ("JRC") and each of its subsidiaries listed on the signature pages thereto (each a "Seller" and collectively with JRC, "Sellers"). These disclosure schedules are the Schedules described in the Agreement, the purpose of which is to disclose or otherwise identify certain information to Purchaser.

These Schedules are qualified in their entirety by reference to specific provisions of the Agreement and are not intended to constitute, and shall not be construed as constituting, representations or warranties of the Sellers except as expressly provided in the Agreement. In no event shall the listing of agreements or other matters in these Schedules be deemed or interpreted to broaden or amplify the representations and warranties or covenants of the Sellers contained in the Agreement. References to section numbers in the headings of these Schedules relate to the corresponding sections of the Agreement. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

The information contained in these Schedules is confidential information of the Sellers. In disclosing this information, the Sellers expressly do not waive any attorney-client privilege associated with such information or any protection afforded by the work-product doctrine with respect to any of the matters disclosed or discussed herein.

No reference in these Schedules to any agreement or document shall be construed as an admission or indication that such agreement or document is enforceable or currently in effect or that there are any obligations remaining to be performed or any rights that may be exercised under such agreement or document, except as set forth in the Agreement. No disclosure in these Schedules relating to any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. In addition, information provided in these Schedules or in appendices attached hereto form an integral part of these Schedules and are incorporated herein by reference for all purposes as if set forth fully herein. Any fact or item that is disclosed in any Schedule in a way as to make its relevance or applicability to information called for by any other Schedule reasonably apparent on its face shall be deemed to be disclosed in such other Schedule, notwithstanding the omission of a reference or cross-reference thereto.

Notwithstanding any materiality qualifications in any of the Sellers' representations or warranties in the Agreement, for administrative ease, certain items have been included herein that are not considered by the Sellers to be material to the Business, assets, financial condition or results of operations of the Sellers. The inclusion of any item herein shall not be deemed to be an admission by the Sellers that such item (a) represents an exception to a representation or warranty, (b) represents a fact, event or circumstance that is material to the Business, assets, financial condition or results of operations of the Sellers or (c) is or is not in the ordinary course of business.

Also, matters reflected in these Schedules are not necessarily limited to matters required by the Agreement to be reflected herein; such additional matters are included for informational purposes.

List of Schedules

Schedule 1.1(a)	Excluded Contracts
Schedule 2.2(g)	Other Excluded Assets
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Schedule 4.5	Contracts
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Schedule 4.10(h)	Benefits for Former Employees
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Schedule 4.12	Insurance
Schedule 4.13	Brokers or Finders
Schedule 4.14	Litigation; Proceedings

Schedule 1.1(a)

Excluded Contracts

Leases:

LANDLORD	TENANT	LEASE DATE	ADDRESS
Ouky Property LLC	Independent Newspapers, Inc.	August 16, 1993, as amended April 23, 2003	100 Macomb Daily Drive Mt. Clemens, MI 48034
Gary T Hellebuyck	21 st Century Newspapers, Inc.	October 27, 2005, as amended September 25, 2009	48075 Van Dyke Utica, MI 48316
Leone Construction	Independent Newspapers, Inc.	June 16, 2000, as amended September 18, 2009	51620 Milano, Suite B Macomb Twp., MI 48042
CMR Investments LP	Morning Star Publishing Company	August 1, 2000, as amended March 31, 2003, as further amended August 14, 2009	711 W Pickard Mt. Pleasant, MI 48858
Stony Hill Office Development II, LP	Journal Register Company	December 7, 2005, as amended August 1, 2006	790 Township Line Road Yardley, PA 19067
Gothic Park Holding Company LLC	Goodson Holding Company	August 3, 2010	43 Woodland Street, Suite 240, Hartford, CT 06105
Main Street Market, LLC	Middletown Acquisition Corp.	November 16, 2007	386 Main Street 4 th Fl Middletown, CT 06457 (Separate Leases for Space and Parking)
190 East Maple LLC	Greater Detroit Newspaper Network, Inc.	May 31, 2007	190-194 E. Maple Road Troy, MI 48071
K.P.S. Corporation	21 st Century Newspapers Inc.	November 1, 2006	1115 E. Whitcomb Ave Madison Heights, MI 48071

Employment Agreements:

1. Amended and Restated Employment Agreement between Jeffrey Bairstow and Journal Register Company dated as of July 14, 2011.
2. Employment Agreement between Bill Higginson and Journal Register Company dated as of August 5, 2010.

3. Employment Agreement between Michael Kuritzkes and Digital First Media, Inc. dated as of April 3, 2012.
4. Amended and Restated Employment Agreement between John Paton and Journal Register Company dated as of July 14, 2011.
5. Employment Agreement between Jim Brady and Journal Register Company dated as of August 11, 2011.

Collective Bargaining Agreements:

Connecticut
1. Agreement between New Haven Register, Inc. and IBT Local 443, July 13, 2004 - July 12, 2008; extension agreement through March 5, 2012; extension agreements through January 31, 2013, and all other related extensions and modifications.
Michigan
2. Agreement between Independent Newspapers, Inc. and The Detroit Mailers Union No. 40, IBT, Local Union No. 2040 and its successor, Local Union No. 372 (Mailers), August 27, 2007 – June 30, 2010, , and all extensions and modifications thereof, and related Settlement Agreement. Extension agreement through August 31, 2011 then evergreen month-to-month until either party gives notice of intent to terminate no less than 14 days prior to the end of the month in which Agreement is to be terminated.
3. Agreement between Independent Newspapers, Inc. and The Newspaper Drivers and Handlers, Local No. 372 (Drivers), August 27, 2007 – June 30, 2010, and all extensions and modifications thereof, and related Settlement Agreement. Extension agreement through August 31, 2011 then evergreen month-to-month until either party gives notice of intent to terminate no less than 14 days prior to the end of the month in which Agreement is to be terminated.
4. Agreement between Independent Newspapers, Inc. and The Graphic Communications Conference, IBT Local 13N (Pressmen), August 27, 2007 – June 30, 2010, and all extensions and modifications thereof, and related Settlement Agreement. Extension agreement through August 31, 2011 then evergreen month-to-month until either party gives notice of intent to terminate no less than 14 days prior to the end of the month in which Agreement is to be terminated.
5. Agreement between Independent Newspapers, Inc. and the Detroit Typographical Union No. 18 (Printers), August, 27 2007 – June 30, 2010, extension agreement through August 31, 2011, and all extensions and modifications thereof, and related Settlement Agreement. Extension agreement through August 31, 2011 then evergreen month-to-month until either party gives notice of intent to terminate no less than 14 days prior to the end of the month in which Agreement is to be terminated.
6. Agreement between Independent Newspapers, Inc. and The Newspaper Guild of Detroit Local 22 (Guild), August 27, 2007 – June 30, 2010, and all extensions and modifications thereof, and related Settlement Agreement. Extension agreement through August 31, 2011 then evergreen month-to-month until either party gives notice of intent to terminate no less than 14 days prior to the end of the month in which Agreement is to be terminated.
New York
7. Contract between The Daily Freeman and The Kingston Newspaper Guild, December 2005 – December 2008 and all extensions and modifications thereof
8. Agreement by and between Troy Publishing Co., Inc. and GCC/IBT Local 259M (Pressmen), August 1, 2005 – July 31, 2008, and various extensions and modifications through April 30, 2013 , and all other related extensions and modifications
Pennsylvania

9. Newspaper Scale and Working Agreement between The Delaware County Daily Times and Printing, Publishing and Media Workers' Sector CWA (Composers), July 31, 2006 – July 31, 2010, and all extensions and modifications thereof
10. Agreement between The Delaware County Daily Times and The Newspaper Guild of Greater Philadelphia Local 10 (TNG 10/CWA 38010) AFL-CIO, CLC (Guild), November 25, 2003 – November 25, 2008; memorandum of agreement and extension agreement through December 31, 2013, and all other related extensions and modifications
11. Collective Bargaining Agreement between Delaware County Daily Times and Teamsters Local 312 (Drivers), May 1, 2005 – April 30, 2010, extension agreement through November 30, 2012, and memorandum of agreement and extension agreement through November 30, 2013, and all other related extensions and modifications.
12. Memorandum of Agreement between The Times Herald and Printing, Publishing & Media Workers Sector, CWA Local #14199 (Composers), September 24, 2000 – September 24, 2005, as amended and extended through July 31, 2011 (only one remaining employee, lifetime job guarantee), and all other related extensions and modifications.
13. Agreement between The Times Herald and the Newspaper Guild, dated October 11, 2007 through October 10, 2009; various extension agreements through June 30, 2012 then evergreen MTM, either party can terminate with 10 days' written notice, and all other related extensions and modifications.
14. Agreement between The Mercury and Pottstown Chapel Reading CWA Local #14830, September 20, 2006 through September 19, 2009, various extension agreements through June 30, 2012, then evergreen MTM, either party can terminate with 10 days' written notice, , and all other related extensions and modifications.
15. Contract between The Newspaper Guild-CWA of Greater Philadelphia Local 38010 AFL-CIO, CLC and The Mercury (Pottstown, PA), September 12, 2007 through September 11, 2009, various extensions through Sept 30, 2011, then evergreen WTW, either party can terminate with 10 days' written notice, and all other related extensions and modifications.
16. Agreement between The Trentonian and ABC Association an Affiliate of The Newspaper Guild CWA of Greater Philadelphia TNG10/CWA, October 2011 to March 31, 2013, and all extensions and modifications thereof.
17. Agreement by and between The Trentonian and P.P.M.W. Sector, CWA Local #14826 ^[1] , November 1, 1997 to October 31, 2000, including amendments and extensions through January 31, 2010, and all extensions and modifications thereof.
18. Agreement by and between Capitol City Publishing Co., Inc. and The Trentonian Press Association, December 20, 1987 to December 19, 1989, and all extensions and modifications thereof.
19. Agreement by and between Local Union No. 125 (Teamsters) and The Trentonian, August 19, 2004 through August 18, 2007 and extension through December 20, 2008, and all extensions and modifications thereof.
Past Unions
20. Contract and Scale of Prices between Daily Freeman and Local 259M of The Graphic Communication Conference, GCC/IBT, August 2007 – August 2010, and all extensions and modifications thereof.
21. Contract and scale of prices between New Haven Register and Teamster Local 443, Pressman. March 6, 2009 through March 5, 2010, extension agreement through December 31, 2011, and all extensions and modifications thereof.
22. Contract between Mark Goodson Enterprises, Ltd. and The Kingston Newspaper Guild 1999-2002, and all extensions and modifications thereof.

^[1] Note various documents refer to this union by different numbers (for example, Local # 14199, Local #14826, Typographical Union No. 2, Typographical Union No. 103).

23. Contract and Scale of Wages Agreement by and between Delaware County Daily Times and The Graphic Communications Conference IBT Local 16-N (Pressmen), July 6, 2005 – June 15, 2008; amendment agreement, and all other related extensions and modifications.

Other Contracts

1. Connecticut Tax Settlement.
2. Stockholders Agreement by and among JRC and the Management Stockholders (as defined therein) and the Investors (as defined therein) dated as of July 14, 2011 as amended through the date hereof.
3. Newspaper Real Estate Portal Online Services Agreement, by and between Gabriels Technology Solutions, Inc. and JRC, dated March 27, 2006.
4. Gabriels Technology Solutions Master Services Agreement, by and between Garbriels Technology Solutions, Inc. and JRC, dated January 1, 2009, as amended.
5. Postage Machine lease between County Press Inc. [The Goodson Holding Company] and Pitney Bowes, Pitney Bowes Lease Account Number, 6830053, effective 12/3/09.
6. Waste disposal contract between Daily Local News [Journal Register East, Inc.] and Advanced Disposal effective _____.
7. Telephone services contract between Chesapeake PA [Journal Register East, Inc.] and Broadview Networks effective _____.
8. Telephone services contract between Chesapeake PA [Journal Register East, Inc.] and Broadview Networks effective _____.
9. Telephone services contract between Chesapeake PA [Journal Register East, Inc.] and Broadview Networks effective _____.
10. Telephone services contract between Chesapeake PA [Journal Register East, Inc.] and Broadview Networks effective _____.
11. Postage machine lease between BerksMont Newspapers [Journal Register East, Inc.], MailFinance and Hasler Financial Services LLC, effective April 18, 2008.
12. Digital copier lease between BerksMont Newspapers [Journal Register East, Inc.] and DeLange Landen Financial Services, contract number 24861325 effective October 18, 2007.
13. Subscription Agreement 295288-17 between Pottstown Mercury [The Goodson Holding Company] and Metro Creative Graphics effective June 27, 2011.
14. Phone maintenance contract between Times Herald [Journal Register East, Inc.] and Expert Technology Associates effective October 20, 2012.
15. Standard Rental Service Agreement, Cintas contract number 8359, between Interprint [The Goodson Holding Company] and Cintas dated July 3, 2012.
16. Reprint Agreement between The Warren Group and the New Haven Register [Journal Register East, Inc.] effective November 1, 2008.

17. Reprint Agreement between The Warren Group and Middletown Press [Middletown Acquisition Corp.] effective January 19, 2009.
18. Reprint Agreement between The Warren Group and Torrington Register Citizen [Journal Register East, Inc.] effective February 5, 2009.
19. Reprint Agreement between The Warren Group and Litchfield County Times [The Goodson Holding Company] effective July 1, 2006.
20. Digital Marketing Services Agreement between Growth Weaver, LLC, Digital First Media, Inc., Journal Register Company and MediaNews Group, Inc., effective March 6, 2012.
21. Restated and Amended Independent Fiduciary Engagement Agreement between Journal Register Company and Gallagher Fiduciary Advisors, LLC effective June 1, 2012.
22. Demand Response Sales and Services Agreement between InterPrint, a division of The Goodson Holding Company and EnerNOC, Inc., dated May 9, 2011.
23. Master Lease Agreement (#581009794), between Key Equipment Finance Inc. and Journal Register East, Inc., dated November 8, 2010.
24. MPS Contract, between National Business Equipment and Supply and Journal Register East, Inc., dated November 2, 2010.
25. Tribune Media Services License Data Agreement, Movie Listings Data with Daily Local News aka Journal Register East, Inc. dated December 17, 2007.

26. The following Employee Benefit Plans:

Journal Register Company

Employee Benefits

Retirement

JRC 401(k) Savings Plan	Administered by Merrill Lynch	
JRC Mid Hudson NY 401(k) Savings Plan	Administered by Merrill Lynch	
JRC Affiliates 401(k) savings plan	Administered by Merrill Lynch	Macomb union has employer contribution based upon shifts worked based upon CBA
Journal Register Company Retirement Pension Plan	Aon Hewitt Actuary	Requires employer contribution each plan year

Severance

JRC Severance Benefits Policy

Health and Welfare

ADP FSA	flexible spending accounts managed by ADP
BCBS EPO Delco	Highmark Blue Cross
BCBS EPO Plan	Highmark Blue Cross

BCBS PPO Delco BCBS PPO Plan	Highmark Blue Cross Highmark Blue Cross Dental Plan for Macomb Union employees only JRC owns policy and administration of enrollment but policy is pursuant to union contract
Delta Dental MEDCO	Prescription drug plan MetLife dental plan covers union and non-union employees
Metlife Dental Plan A	MetLife dental plan covers non-union employees
Metlife Dental Plan B	New York State Health Plans for Troy and Kingston-union and non-union
MVP Unum Voluntary Group Life	employee pay all voluntary LTD for Ohio
SunLife Voluntary LTD Eyemed vision plan Sun Life Insurance - life, ad&d, LTD and stop loss	Property Employee pay all vision plan JRC pay all Macomb union medical plan - not owned by JRC but enrollment and bill handled by JRC
National Employee Health Plan	

Severance

JRC Severance Benefits Policy

Other contractual medical and life insurance benefits

Death Benefits of acquired asset in Pottstown, PA, Peerless Publications, which was subsequently dissolved.

Retirement Severance obligations of an acquired asset. Peerless Publications in Pottstown, PA which was subsequently dissolved.

Continued health benefits of Frank Shepard, former owner of 21st Century Newspapers, Inc. and consultant to JRC.

Continued health benefits for J. McMahon as part of an agreement established in an acquisition by The Goodson Holding Company

Continued health benefits for J. Saehloff as part of an agreement established in an acquisition by The Goodson Holding Company

Continued health benefits of Ying Chen, Beneficiary to Robert Jelenic, former CEO of JRC

Bonus Plans

2012 Annual Incentive Plan

Schedule 2.2(g)

Other Excluded Assets

All rights, Liabilities and interests in connection with, and assets of, any plans or arrangements set forth on Schedule 4.10(h).

Schedule 2.2(k)

Excluded Causes of Action

All rights (including rights under insurance policies), claims or causes of action relating to, arising from or in connection with Excluded Environmental Liabilities (regardless of whether such Liabilities are technically Liabilities of any Seller).

Schedule 2.3(g)

Self Insurance

1. Future claim loss payments for which the Seller is self insured up to the per occurrence deductible relating to:

- a) Purchaser Employees workers' compensation and auto and general liability; or
- b) the claims set forth at Item 22 of Schedule 4.14.

Schedule 2.4(a)(xxiv)

Other Excluded Liabilities

Any Liability relating to the matters set forth on Schedule 4.10(h).

Schedule 4.3(a)

Conflicts

The Sellers' ability to assume and assign Contracts is governed by section 365 of the Bankruptcy Code. Prior to taking assignment of Contracts, Purchaser will need to demonstrate adequate assurance of future performance under the Contracts. Purchaser's adequate assurance must either be acceptable to the counter-parties to the Contracts, or must be found acceptable by the Bankruptcy Court. Furthermore, section 365 of the Bankruptcy Code limits the Sellers' ability to assign contracts or leases where applicable law excuses the counterparty to such contract or lease from accepting performance from or rendering performance to an assignee of the Sellers. Such contracts generally include personal services contracts and may include Contracts of the Company relating to Intellectual Property. Certain Permits may not be freely assignable, including, without limitation, that certain Stipulation and Agreed Order Regarding Certain Claims of the State of Connecticut Department of Revenue Services, dated August 6, 2009.

In addition, a consent, waiver, approval, order, Permit or authorization of, or declaration or filing with, or notification to, a Person or Governmental Authority may be required pursuant to the terms of the following Contracts on the part of any Seller in connection with the execution, delivery and performance of the Agreement or any other agreement, document or instrument contemplated hereby or thereby to which it is or will become a party, the compliance by such Seller with any of the provisions hereof or thereof, the consummation of the transactions contemplated hereby or thereby, or the assignment or conveyance of the Acquired Assets:

1. Each of the Contracts set forth on Schedule 4.7(iii).
2. Dolphin Newspaper Printing Contract with the U.S. Navy.

Schedule 4.3(b)

Consents of Third Parties

Schedule 4.3(a) is hereby incorporated by reference.

Schedule 4.4

Title to Acquired Assets

1. Except for Permitted Liens, any and all Liens and Encumbrances described on those certain Lien search results delivered via email by Akin Gump Strauss Haur & Feld LLP to Morgan, Lewis & Bockius LLP on August 28, 2012.
2. Any Encumbrances related to (i) the Contracts set forth on Schedule 4.5, (ii) the security deposits set forth on Schedule 4.6(e), (iii) the Employee Benefit Plans set forth on Schedule 4.10(a) and the multiemployer plans identified on Schedule 4.10(b), or (iv) the insurance policies set forth on Schedule 4.12.
3. Any Encumbrances or Claims relating to, arising from, or in connection with the matters identified on Schedules 4.6(b) or 4.14.

Schedule 4.5

Contracts

	Agreement	Effective Date of Agreement	Parties thereto
	Advertising		
1.	JamsMedia	6/28/2012	JAMS Newspapers/JRC
2.	Nielsen Company	3/13/2003	Nielsen Claritas, a division of The Nielsen Company (US), LLC/JRC
3.	Phila Tribune-JRNN 2012	8/1/2012	The Philadelphia Tribune Co., Inc./JRC
	Circulation		
4.	McClintock Distribution	10/2010	Newco, Inc./JRC
5.	Times Union Business Office	6/23/2008	Capital Newspapers/Journal Register East, Inc.
6.	APAC	1/24/2011	APAC Customer Services, Inc./JRC
7.	National Home Delivery-Custom Media Solutions	11/4/2010	Bulldog News Services, Inc./Journal Register East, Inc.
8.	Red Zone	3/16/2012	Red Zone Distribution, LLC/Northeast Publishing Company, Inc.
9.	Publishers Circulation Fulfillment Distribution Contracts w/Trentonian, Middletown CT, New Haven, CT	1/1/2012; 12/20/2007; 6/4/2008	Publishers Circulation Fulfillment, Inc./(JRC/Journal Register East, Inc./New Haven Register)
10.	Liberty News	1/1/2009	Liberty News Distributors, Inc./Trentonian
11.	Koppelmans News Services		
12.	Fall River News		
	Consulting		
13.	Betsy Wilson Consulting Agreement	8/25/2011	Betsy Wilson/JRC
14.	Anup Mahajan – Contract term until September 30, 2012. Provides Information Technology services on an as needed basis.	9/30/2011	Anup Mahajan/JRC
15.	Barnard Gramby – Contract term until September 30, 2012. Provides Information Technology services on an as needed basis.	10/1/2011	Barnard Gramby/JRC

	Agreement	Effective Date of Agreement	Parties thereto
16.	Mark Smith – Contract term until January 12, 2013. Provides Information Technology services on an as needed basis.	1/12/2012	Mark Smith/JRC
17.	John Robinson - Contract term until September 30, 2013. Provides Editorial recruiting services on an as needed basis.	8/6/2012	John Robinson/JRC
18.	James Sherrill - Contract term until August 14, 2012. Provides Editorial services on an as needed basis.	7/25/2012	James Sherrill/JRC
19.	John Fennelly - Contract term until August 14, 2012. Provides Editorial services on an as needed basis.	7/25/2012	John Fennelly/JRC
20.	John Hubbell - Contract term until August 14, 2012. Provides Editorial services on an as needed basis.	7/25/2012	John Hubbell/JRC
21.	Greg Tarrant - Contract term until September 21, 2012. Provides digital selling related to deals programs on an as needed basis.	6/21/2012	Greg Tarrant/JRC
	Corporate Administration		
22.	Grant Thornton Engagement	3/15/2011	Grant Thornton LLP/JRC
23.	Willis America Service Agreement	3/1/2011	Willis of Pennsylvania, Inc./JRC
24.	Briley Recruiting Services	10/21/2011	Briley Recruiting/JRC
25.	CBRE	2/17/2012	CBRE, Inc./40 Sargent Drive LLC
26.	Synapse Capital Advisors	10/4/2011	Synapse Capital Advisors LLC/JRC
27.	TriMont Real Estate Advisors Inc.	5/14/2012	TriMont Real Estate Advisors, Inc./Digital First Media, Inc.
28.	Poer Tax Advisor	11/7/2011	Marvin F. Poer and Company/JRC
29.	Newmark Grubb Knight Frank: Statement of Work; Master Real Estate Services Agreement; Software License, Maintenance and Support Agreement	10/3/2012	Newmark Grubb Knight Frank/Digital First Media Inc.
30.	Pitney Bowes	2/15/2006; 1/11/2008; 12/29/2006	Pitney Bowes Yardley PA/JRC; Pitney Bowes Bristol CT/Journal Register East; Pitney Bowes New Britain/Journal Register East

	Agreement	Effective Date of Agreement	Parties thereto
31.	DFM-MNG Management Agreement	9/6/2011	MediaNews Group, Inc./Digital First Media, Inc.
32.	Workday	5/25/2012	MediaNews Group, Inc./Workday, Inc.
	Finance		
33.	Authorize.net	10/1/2010	After College, Inc./JRC
34.	Billtrust	3/20/09	Bill Trust/JRC
35.	Stipulation & Agreed Order –State of CT Department of Revenue Services	7/21/2009	Journal Register East, Inc./State of Connecticut Department of Revenue Services
36.	Comerica Global Pay	8/1/2011	Comerica Merchant Services/JRC
37.	Travelers Indemnity	10/1/2012	Travelers/JRC
38.	Hewitt 2012 Service Agmt	5/15/2012	Hewitt Associates LLC/JRC
39.	Palisades Cap Advisors Agmt	7/1/2012	Palisades Capital Advisors LLC/JRC
	Online/Digital/Content		
40.	AfterCollege Job Posting & Strategic Marketing Agreement	10/1/2010	After College, Inc./JRC
41.	Adblade	10/6/2011	Adblade/JRC
42.	Admeld	2/12/2012	AdMeld/JRC
43.	Arkadium Software License Agreement	7/21/2012	Arkadium Inc./Digital First Media, Inc.
44.	Atlantic Media Inc. Memo of Understanding	9/20/2012	Atlantic Media, Inc./Digital First Media, Inc.
45.	Autoproyecto LLC	12/16/2010	autoproyecto.com/JRC
46.	AppVault	6/1/2011	AppVault LLC/JRC
47.	Bleacher Report	4/5/2011	Bleacher Report Inc/JRC
48.	Brainworks Software	11/8/2010	Brainworks Software Development Corporation/JRC
49.	Centro Media	2/7/2012	Centro Media/JRC
50.	comScore	8/24/2010	comScore, Inc/JRC
51.	Civic Science and DFM	4/4/2012	CivicScience, Inc./Digital First Media, Inc., JRC and MediaNews Group, Inc.
52.	Content that Works	1/5/2011	Content That Works/JRC
53.	Cox Political Advertising	4/16/2012	Cox Digital Solutions, L.L.C./JRC

	Agreement	Effective Date of Agreement	Parties thereto
54.	Critical Media Broadcaster Services Agreement (Syndicaster)	Jan-11	Critical Media, Inc./JRC
55.	Crowdynews Services Agreement	10/4/2012	Prisma Information Filtering B.V./JRC
56.	DailyMe Content Recommendation and Web Advertising Services Agreement	Nov-10	DailyMe, Inc./JRC
57.	Daily Download MOU	6/18/2012	Ashburn Media Company/Digital First Media, Inc.
58.	DFM AMC ATL MOU	5/31/2012	Atlantic Media, Inc./Digital First Media, Inc., JRC and MediaNews Group, Inc.
59.	Delaware Valley Real Estate Info Network	3/10/2010	Delaware Valley Real Estate Information Network, Inc./JRC
60.	DFM & Signpost	2/28/2012	Signpost, Inc./Digital First Media, Inc.
61.	DFM & Citadel For Daily Deal	3/23/2012	Citadel Contact Systems, Inc./Digital First Media, Inc., JRC and MediaNews Group, Inc.
62.	Digital Brand Expressions	3/6/2012	Digital Brand Expressions L.L.C./JRC
63.	Dramatic Health	August 2011	Dramatic Health, Inc./JRC
64.	Email Predict	8/25/2011	Email Predict, LLC/JRC
65.	ePals & DFM	March 2012	ePals-Nexify, Inc./Digital First Media, Inc., JRC, MediaNews, Inc.
66.	Eventful License Agreement	8/20/2012	Eventful, Inc./Digital First Media, Inc.
67.	Everyday Health Site & Promotion Agreement	11/17/2012	Everyday Health Media, LLC/Digital First Media, Inc., JRC and MediaNews, Inc.
68.	eXelate Services Agreement	10/22/2012	eXelate, Inc./JRC
69.	Full Throttle Digital Media	1/5/2012	Full Throttle Digital Media, Inc./JRC
70.	FYI Television	6/20/2011	FYI Television, Inc./JRC
71.	Detroit Trading Services	August 2011	Detroit Trading Services, LLC/JRC
72.	Disqus MSA	9/19/2012	Disqus, Inc./JRC

	Agreement	Effective Date of Agreement	Parties thereto
73.	Getty Images Editorial Subscription	7/1/2012	Getty Images USA/Digital First Media, Inc.
74.	Every Car Listed	10/5/2012	SuperMedia LLC/JRC
75.	Global News Affiliation Agreement	1/1/2013	Global News Enterprises LLC/JRC
76.	Google Consumer Insights & DFM	6/3/2012	Google Inc./JRC
77.	Hipcricket Services Agreement	3/1/2011	Hipcricket Inc./JRC
78.	Insequent	8/31/2011	InSequent, Inc./JRC
79.	Janrain MSA	9/20/2012	Janrain, Inc./JRC
80.	Jivox	5/9/2009	Jivox Corporation/JRC
81.	JumpTime	3/16/2012	JumpTime, Inc./Digital First Media, Inc., JRC, MediaNews Group, Inc.
82.	Legacy.com Corp Newspaper Agreement	11/1/2009	Legacy.com Inc./JRC
83.	MA Metrix (DFM Reporting Services)	3/30/2012	MA Metrix, LLC/Digital First Media, Inc., JRC and MediaNews Group, Inc.
84.	Orange Soda Advertising Sales	6/25/2012	Orange Soda Inc./Digital First Media, Inc.
85.	Propublica MOU	3/23/2012	Pro Publica, Inc./Digital First Media, Inc., JRC and MediaNews Group, Inc.
86.	MultiAd	11/18/2009	MultiAd/JRC
87.	MyCapture	2/12/2008	myCapture, Inc./JRC
88.	National Journal	5/31/2012	National Journal Group, Inc./Digital First media, Inc., JRC and MediaNews Group, Inc.
89.	Newspaper Direct	2/1/2011	NewspaperDirect, Inc./JRC
90.	Nimble & DFM	7/7/2011	IMshopping, Inc./MediaNews Group, Inc.
91.	Now Spots	8/2/2011	NowSpots, Inc./JRC
92.	Olapic License Agmt	September 2011	Olapic Inc./JRC
93.	One on One	July 2011	One On One Ads, Inc./JRC
94.	Outside.In	September 2010	Outside.In Inc./JRC

	Agreement	Effective Date of Agreement	Parties thereto
95.	Parade	7/19/2011	Parade Publications/JRC
96.	Public Integrity MOU	May 2012	The Center for Public Integrity/Digital First Media, Inc., JRC and MediaNews Group, Inc.
97.	Radiate Media [Matchbin] Local Marketplace Agreement	9/30/2010	Matchbin, Inc./JRC
98.	MMC Content Licensing Agreement	6/28/2011	Mail.com Media Corp./JRC
99.	readMedia Content Agreement	11/13/2012	readMedia, Inc./Digital First media, Inc., JRC and MediaNews Group, Inc.
100.	Monster Consortium	2/4/2011	Monster Worldwide, Inc./JRC/Consortium
101.	Monster Side Letter	2/9/2011	Monster Worldwide, Inc./Specific JRC newspapers in the Phila market
102.	Omniture Service Order Addendum	6/17/2010	Omniture Inc./JRC
103.	SB Nation & DFM	6/1/2012	Vox Media, Inc./Digital First Media, Inc., JRC and MediaNews Group, Inc.
104.	Scribble Live & DFM	6/7/2012	Scribble Technologies, Inc./Digital First Media, JRC and MediaNews Group, Inc.
105.	ShopCo & JRC	March 2012	ShopCo Holdings, LLC/JRC
106.	Shoom Services Agmt	August 2010	Shoom, Inc./JRC
107.	Spread & DFM	2012	Spread Inc./Digital First Media, Inc., JRC and MediaNews Group, Inc.
108.	Penske Truck Leasing	7/11/2012	Penske Truck Leasing Co., L.P./JRC
109.	The Street Business Section Agreement	2/23/2011	TheStreet.com Inc./JRC
110.	TownNews.com Letter Agreement	6/20/2008	TownNews.com/JRC
111.	Travidia Master Services Agreement	1/1/2009	Travidia Inc./JRC
112.	Vast.com Services Agreement	9/19/2012	Vast.com Inc./Journal Register Company

	Agreement	Effective Date of Agreement	Parties thereto
113.	Verve & DFM	2/24/2012	Verve Wireless, Inc./Digital First Media, Inc., JRC and MediaNews Group, Inc.
114.	Vibrant Media Web Advertising Services Agreement	5/5/2011	Vibrant Media, Inc./JRC
115.	Yahoo! Graphical Ads Service Order	4/15/2011	Yahoo! JRE et al
116.	Yahoo! Service Order Search Services	4/15/2007	Yahoo! JRC et al
117.	Burrelle's Information Services License Agreement	10/1/2006	Burrelle's Information Services, LLC/JRC
118.	Contact At Once! Service Provider Order Form	not provided	Contact At Once!, LLC/Digital First Media, Inc.; JRC; MediaNews Group, Inc.
119.	BrightEdge Master Subscription Agreement	11/30/2012	BrightEdge/JRC
120.	Master Services Agreement	11/13/2012	PulsePoint, Inc./JRC
	IT Related Contracts		
121.	AT&T Service Agreement	5/24/11	AT&T contract will replace the Verizon contract listed below. Presently transitioning services. Completion of transition expected December 2012.
122.	Verizon Wireless Wireless Service	6/30/2009	Verizon Wireless, Inc./JRC
123.	Broadview Networks w/various sites	11/2/2009	Broadview Networks, Inc./JRC and subsidiaries
124.	Digital Technology International		
125.	Netwolves	5/20/2011	NetWolves/JRC
126.	ServIT	[undated]	ServIT, Inc./JRC
127.	ATEX	1/1/2008	Atex/JRC
128.	Qwest Networking	2/16/2010	Qwest Communications Company LLC/JRC
129.	Brainworks Enterprise Advertising System	11/8/2010	Brainworks Software Inc./JRC
130.	Saxotech, Inc. Enterprise Content System	10/27/2010	Saxotech, Inc./JRC
131.	XO Communications Networking	5/19/2011	XO Communications Services Inc./JRC
	Revenue Generating Contracts		
132.	SEARS ROEBUCK\ALLIANCE MEDIA	8/31/2011	GDNN
133.	Kohl's Department Stores	8/31/2011	GDNN
134.	Advertex Communications	8/31/2011	GDNN

	Agreement	Effective Date of Agreement	Parties thereto
135.	JC PENNEY COMPANY	8/29/2011	GDNN
136.	Rite Aid-NSA	8/29/2011	GDNN
137.	TARGET STORES	9/3/2011	GDNN
138.	BOSCOV'S	8/31/2011	Daily Local News
139.	CVS Pharmacy	9/3/2011	GDNN
140.	Walgreens-NSA Media	9/1/2011	GDNN
141.	NEWS AMERICA-SMART SOURCE	8/31/2011	GDNN
142.	Toys "R" US C/O NSA	9/1/2011	GDNN
143.	MEIJER\NSA	8/31/2011	GDNN
144.	Michaels	9/1/2011	GDNN
145.	Best Buy Co Inc	9/3/2011	GDNN
146.	DICK'S SPORTING GOODS INC.	9/3/2011	GDNN
147.	Wal-Mart/NMS	8/31/2011	GDNN
148.	STOP & SHOP	9/1/2011	New Haven Register
149.	GDNN GENERAL TRADE	8/31/2011	GDNN
150.	Verizon-Re:Sources	9/9/2011	GDNN
151.	CLASSIC CORPORATE	8/31/2011	Lake Cty
152.	Menards,Inc.	8/31/2011	GDNN
153.	Dunham's	9/4/2011	GDNN
154.	Staples-Mid Atlantic Newspaper	9/3/2011	GDNN
155.	HUVAERE CHRYSLER PLYMOUTH	8/29/2011	INI-Macomb/Trib
156.	SHOP RITE/WAKEFERN FOODS	9/4/2011	New Haven Register
157.	BIG Y FOODS, INC.	8/31/2011	New Haven Register
158.	Aldi Inc-NSA	9/1/2011	GDNN
159.	BANK OF AMERICA/USSPI	3/7/2012	GDNN
160.	HHGREGG/VERTIS COMMUNICATIONS	9/1/2011	GDNN
161.	OFFICEMAX\SPM	9/4/2011	GDNN
162.	VERIZON/USSPI	9/4/2011	GDNN
163.	Bon Ton Stores -Parisian	8/30/2011	GDNN
164.	OCEAN STATE JOBBERS	9/8/2011	New Haven Register
165.	Sports Authority - Direct	9/2/2011	GDNN
166.	SARGENT APPLIANCE	9/8/2011	Oakland Press
167.	SPECTRUM (Centro)	9/1/2011	GDNN
168.	ROYAL OAK FORD	8/29/2011	INI-Macomb/Trib
169.	NEWS AMERICA	8/31/2011	GDNN
170.	ALLIED-THA	8/31/2011	GDNN
171.	JO ANN STORES INC	9/4/2011	GDNN
172.	SLEEPY'S INC	8/30/2011	New Haven Register
173.	MILOSCH DODGE	8/29/2011	Oakland Press
174.	PARKWAY CHRYSLER-PLYMOUTH-JEEP	8/31/2011	INI-Macomb/Trib
175.	BIG LOTS INC 1010511	8/31/2011	GDNN
176.	HOME DEPOT-EASTERN GREAT	8/31/2011	GDNN
177.	P.C. RICHARD & SON	8/30/2011	New Haven Register
178.	BON TON	8/30/2011	GDNN
179.	ADVISOR SOURCE	9/4/2011	GDNN
180.	STERLING HEIGHTS DODGE-NEW CAR	9/1/2011	INI-Macomb/Trib

	Agreement	Effective Date of Agreement	Parties thereto
181.	Valassis/Charter One	9/30/2011	GDNN
182.	SERRA BUICK PONTIAC GMC	9/11/2011	INI-Macomb/Trib
	Printing/Production Related Contracts		
183.	Accuweather – Plain Language Newspaper Service Agreement	4/24/2008	Accu Weather, Inc./JRC
184.	Accuweather – Accunet Web Site Agreement	3/14/2008	Accu Weather, Inc./JRC
185.	Affinity	8/23/2010	Affinity Express, Inc./JRC
186.	AGFA	4/1/2011	Agfa Corporation/Journal Register offset
187.	Associated Press	1/1/2010	Associated Press/JRC
188.	Dolphin Printing Contract for US Navy	6/22/2009	Department of the Navy/The New Haven Register
189.	Eastman Kodak	5/26/2011	Eastman Kodak Company/JRC
190.	G. E. Richards	2/1/2011	Eastman Kodak Company/The Goodson Holding Company
191.	Hartford Courant	1/26/2012	Hartford Courant/Journal Register East, Inc.
192.	Post Standard	3/14/2011	The Herald Publishing Company, LLC/JRC
193.	RR Donnelly	3/14/2011	The Goodson Holding Company/R.R. Donnelley & Sons Company
194.	Southern Lithoplate	1/13/2012	Southern Lithoplate, Inc./JRC
195.	Lane Press		
196.	Norwalk Hour/New Haven Register 10 yr Printing	2/10/2010	The Hour Publishing Company/Journal Register East, Inc.
197.	CT Public Broadcasting Network Underwriting	1/1/2010	Connecticut Public Broadcasting Inc./The Goodson Holding Company
198.	CT DOT & Gateway College Lease for Parking Spaces	9/1/2004	CT Dept of Transportation & Gateway Comm College/New Haven Register
199.	Publishers Circulation Fulfillment Middletown Press	6/4/2008	PCF/Journal Register East, Inc.

	Agreement	Effective Date of Agreement	Parties thereto
200.	Publishers Circulation Fulfillment NHR	12/20/2007	PCF/New Haven Register
	Payroll Related Contracts		
201.	ADP, Inc. National Account Services Master Services Agreement	9/29/2005	ADP, Inc./JRC
202.	ADP, Inc. National Account Services Master Services Agreement	12/18/2007	ADP, Inc./JRC
203.	ADP First Amendment to National Account Services Master Services Agreement	10/15/2010	ADP, Inc./JRC
204.	ADP Second Amendment to National Account Services Master Services Agreement	9/24/2010	ADP, Inc./JRC
	Benefits & Insurance Related Contracts		
205.	Highmark (Blue Cross/Blue Shield) [Medical]	1/1/2013 (renewal)	Independence Blue Cross/JRC
206.	Medco [Rx]	2/3/2011	Medco/JRC
207.	MetLife [Dental]	11/5/2010	MetLife/JRC
208.	MVP [Medical/Rx]	11/5/2010	MVP/JRC
209.	Sun Life [Stop Loss]	12/16/2010	Sun Life/JRC
210.	Sun Life [Life & Ltd]	11/16/2010	Sun Life/JRC
211.	AonHewitt [Actuarial & Investment Services]	2/9/2010	AonHewitt/JRC
212.	Merrill Lynch [Vendor]	3/16/2005	Merrill Lynch/JRC
213.	Willis of Pennsylvania [Insurance Brokers]	3/14/2011	Willis of Pennsylvania/JRC
214.	Unum [Voluntary Life Ins Products]	6/22/10	Unum/JRC
215.	Bank of NY/Mellon [DB Plan Trustee]	12/31/2007	BNY/Mellon/JRC
	Verbal Agreements		
216.	White Birch Paper Company verbal agreement to provide JRC with approximately 675 metric tons of newsprint each month at a price "below market" through June 2012 (price protection).		JRC/White Birch
217.	Kruger, Inc. verbal agreement to provide JRC with a minimum of 1,100 metric tons of newsprint each month at a price "below market" through December 2012 (price protection).		JRC/Kruger

218. The following capital leases:

Company	Lease
203F	Oakland Press Kinnie Annex Cartage Co 32097 Hollingsworth Ave Warren, MI 48093

204F	<p>586-939-2880</p> <p>Lapeer Truck</p> <p>Kinnie-Annex Cartage Co 32097 Hollingsworth Ave Warren, MI 48093 586-939-2880</p>
208F	<p>Morningstar Trucks (2 Trucks)</p> <p>Kinnie-Annex Cartage Co 32097 Hollingsworth Ave Warren, MI 48093 586-939-2880</p>
208F	<p>Morningstar Trucks (3 Trucks)</p> <p>Kinnie-Annex Cartage Co 32097 Hollingsworth Ave Warren, MI 48093 586-939-2880</p>
209F	<p>GDNN Tractor (Truck)</p> <p>Kinnie-Annex Cartage Co 32097 Hollingsworth Ave Warren, MI 48093 586-939-2880</p>
068F	<p>Saratoga Truck</p> <p>Ryder Transportation Svcs PO Box 96723 Chicago, IL 60693 800-947-9337</p>
029F	<p>Lake County Truck</p> <p>AIM National Lease Co 1500 Trumbull Road Girard, OH 44420 440-735-1228</p>
040F	<p>New Haven Copier</p> <p>Ikon Office Solutions PO Box 9827577 Philadelphia, PA 19182 888-456-6457</p>
014F	<p>Trentonian Copier</p> <p>Ricoh Americas Corp PO Box 4245 Carol Stream, IL 60197 800-605-2679</p>

219. All Contracts set forth on Schedule 4.6(a), 4.7, 4.9(a), 4.9(d), 4.10(a) and 4.10(b)

220. All Contracts relating to, arising from or in connection with the insurance policies set forth on Schedule 4.12.

221. Sellers use a large number of independent contractors to fulfill certain specialized functions, such as carriers, stringers and correspondents, as is common in the print news industry.

Schedule 4.6(a)

Real Property

Owned Real Property

	Owner	Property Name	Address
1.	The Goodson Holding Company	InterPrint	2100 Frost Road Bristol, PA 19007
2.	Journal Register East, Inc.	Journal Register Offset	390 Eagleview Boulevard Exton, PA 19341
3.	Journal Register East, Inc.	Montgomery Newspapers	290 Commerce Drive Fort Washington, PA 19034
4.	The Goodson Holding Company (formerly owned by LRPA, LLC)	The Reporter	307 Derstine Avenue Lansdale, PA 19446
5.	Journal Register East, Inc. (formerly owned by Times Herald Publishing Company, LLC)	The Times Herald	410 Markley Street Norristown, PA 19404
6.	The Goodson Holding Company	The Mercury	24 North Hanover Street Pottstown, PA 19464
7.	Journal Register East, Inc.	Town Talk	1914 Parker Avenue Holmes, PA 19043
8.	Northeast Publishing Company, Inc. (formerly owned by Capitol City Publishing Company, LLC)	The Trentonian	600 Perry Street Trenton, NJ 08618
9.	Journal Register East, Inc.	Daily Local News	250 North Bradford Avenue West Chester, PA 19382
10.	The Goodson Holding Company	Nittany Valley Offset	1015 Benner Pike State College, PA 16801
11.	The Goodson Holding Company	The Review	6220 Ridge Avenue Philadelphia, PA 19128
12.	Journal Register East, Inc.	The Bristol Press	99 Main Street Bristol, CT 06010
13.	Journal Register East, Inc.	The Herald	One Herald Square New Britain, CT 06051
14.	Journal Register East, Inc.	The Register Citizen	190 Water Street Torrington, CT 06790
15.	Journal Register East, Inc.	Foothills Trader	187 Church Street Torrington, CT 06790

	Owner	Property Name	Address
16.	Journal Register East, Inc.	Imprint Printing	97 Defco Park Road North Haven, CT 06473
17.	Independent Newspapers, Inc.	INI / Macomb Production Facility	35110 Garfield Road Clinton Township, MI 48035
18.	Independent Newspapers, Inc.	INI Gas Station	16715-16851 15 Mile Road Clinton Township, MI 48035
19.	Independent Newspapers, Inc.	INI Mt. Clemens Lot	lot # 50-55-593-041-20 (97 Macomb Place) Mt Clemens, MI 48043
20.	Great Lakes Media, Inc.	The Oakland Press	48 West Huron Pontiac, MI 48342
21.	Great Lakes Media, Inc.	The Oakland Press Circulation Annex	58 West Huron Pontiac, MI 48342
22.	Great Lakes Media, Inc.	The Oakland Press Lot	141 Wayne Street Pontiac, MI 48342
23.	Heritage Network Incorporated	Heritage Newspapers/Chelsea	20750 Old US 12 Chelsea, MI 48118
24.	Heritage Network Incorporated	Heritage Newspapers/Saline Reporter	106 West Michigan Avenue Saline, MI 48176
25.	Morning Star Publishing Company	Morning Star - The Citizen	206 North Bridge Street Bellaire, MI 49615
26.	Morning Star Publishing Company	Morning Star - Citizens Journal	112 East State Street Mancelona, MI 49659
27.	Morning Star Publishing Company	Morning Star - Alma Buyers Guide	311 East Superior Street Alma, MI 48801
28.	Morning Star Publishing Company	Morning Star - Gaylord warehouse	1001 Dickerson Road Gaylord, MI 49734
29.	Morning Star Publishing Company	Morning Star - Gladwin Buyers Guide	317 West Cedar Avenue Gladwin, MI 48624
30.	Morning Star Publishing Company	Morning Star - St. Johns Buyers Guide	109 West Higham Street St. Johns, MI 48879
31.	Morning Star Publishing Company	Morning Star - warehouse	301 West Steel Street St. Johns, MI 48879
32.	Morning Star Publishing Company	Morning Star - Huron Postal	129 E. North Street Tawas, MI 48764
33.	Northeast Publishing Company, Inc.	Morning Journal	1657 Broadway Lorain, OH 44052

	Owner	Property Name	Address
34.	Northeast Publishing Company, Inc.	The News Herald	7085 Mentor Avenue Willoughby, OH 44094
35.	Journal Register East, Inc.	The Daily Dispatch	130 Broad Street Oneida, NY 13421
36.	Journal Register East, Inc.	The Record	501 Broadway Troy, NY 12180
37.	Journal Register East, Inc.	The Daily Freeman	79 Hurley Avenue Kingston, NY 12401
38.	Journal Register East, Inc.	Taconic Press	53 Front Street Millbrook, NY 12545
39.	Journal Register East, Inc.	Taconic Press	5 Merrit Avenue Millbrook, NY 12545
40.	Northeast Publishing Company, Inc. (formerly owned by Capitol City Publishing Company, LLC)	Trentonian Garage	39 Escher Street Trenton, NJ 08618

Leased Real Property

	Lessor	Lessee	Date of Lease	Address
41.	40 Sargent Drive LLC	Journal Register East, Inc.	December 22, 2011	40 Sargent Drive New Haven CT 06511
42.	Gothic Holding Company LLC	CTM Acquisitions, LLC	March 23, 1990, as amended July 20, 1995, as further amended November 11, 2000, as further amended December 5, 2005, and as further amended August 3, 2010	43 Woodland Street Hartford, CT 06105
43.	Quadrelle Realty Service	Foothills Media	November 1, 2010	59 Field Street Torrington, CT 06790
44.	The Honke Building	Journal Register Company	August 8, 2009, as Amended August 13, 2012	307 Henry Street #406 Alton, IL 62002
45.	750, LLC	Journal Register Company	August 14, 2012	750 N Orleans Suite 305 Chicago, IL 60654
46.	Dana Warp Mill LLC	JiUS, Inc.	February 2, 2006, as amended January 12, 2011	90 Bridge Street Westbrook, ME 04092
47.	Ouky Property LLC	Independent Newspapers, Inc.	August 16, 1993, as amended April 23, 2003	100 Macomb Daily Drive Mt. Clemens, MI 48034
48.	Anfrec LLC	21 st Century Newspapers, Inc.	Effective September 1, 2009	200 Macomb Daily Drive Mt. Clemens, MI 48034
49.	Gary T Hellebuyck	21 st Century Newspapers, Inc.	October 27, 2005, as amended September 25, 2009	48075 Van Dyke Utica, MI 48316
50.	Leone Construction	Independent Newspapers, Inc.	June 16, 2000, as amended September 18, 2009	51620 Milano, Suite B Macomb Twp., MI 48042
51.	West Common Assoc LLC	Independent Newspapers, Inc.	June 22, 2005, as extended October 5, 2009	16177 Common Road Roseville, MI 48063
52.	Blue Water Land Development	Independent Newspapers, Inc.	July 1, 2000, as extended June 3, 2005, as extended November 12, 2009	51180 Bedford Street New Baltimore, MI 48047
53.	Star Batt Development	Oakland Press	January 14, 2001, as amended	1824 Star-Batt Drive Rochester, MI 48309
54.	Commerce Property LLC	Oakland Press	February 23, 2006, as extended September 25, 2009	8174 Goldie Walled Lake, MI, 48390
55.	James Guinn	21st Century Newspapers, Inc.	April 1, 2008, as extended December 10, 2009	10525 Enterprise Dr, Ste D Davisburg, MI 48350

	Lessor	Lessee	Date of Lease	Address
56.	Joseph Guinn Jr	Oakland Press	October 1, 2007, a extended January 10, 2010	275 S. Glaspie, Suite D Oxford, MI 48370
57.	Rodger Dewey	Up North Publications, Inc.	Month to month	318 N. Cedar Kalkaska, MI 49646
58.	W. Branch Area Chamber Of Commerce	Morning Star Publishing Company	January 1, 2008 Month-to-Month	420 W Houghton West Branch, MI 48661
59.	Wegbuild Venture	Morning Star Publishing Company	Month to month	431 Ripley Blvd Alpena, MI 49707
60.	CMR Investments LP	Morning Star Publishing Company	August 1, 2000, as amended March 31, 2003, as further amended August 14, 2009	711 W Pickard Mt. Pleasant, MI 48858
61.	United-Way Cheboygan	Morning Star Publishing Company	Month to month	222 North Main Street Cheboygan, MI 49721
62.	Union Street Investments	Morning Star Publishing Company	Month to month	410 S Union Street Traverse City, MI 49684
63.	Ari-El Enterprises Inc	Heritage Newspapers	March 22, 2002, as amended September 22, 2003, as further amended December 9, 2004, as further amended August 24, 2005, and as further amended June 5, 2009	One Heritage, Suite 100 & 150 Southgate, MI 48195
64.	Rea Investments No 1 LLC	Heritage Network Incorporated	June 1, 2004, as extended May 12, 2009, as further extended October 5, 2009,	26395 Northline Commerce, Suite 600-601 Taylor, MI 48180
65.	5 Hanover Square Property Investors II, LLC	Journal Register Company	February 29, 2012	5 Hanover Square 25 th Floor New York, NY 10004
66.	Saratoga Prime Properties LLC	Journal Register East, Inc.	June 13, 2012	20 Lake Avenue Saratoga Springs NY 12866
67.	Banin Investment Group Limited Liability Company	Central Record Publications	November 1, 2011	32-34 S Main St Medford, NJ 08033
68.	Jim Webb	Berks-Mont Newspapers, a division of Journal Register East, Inc.	July 1, 2010	12 S. 4 th Street Hamburg, PA 19526

	Lessor	Lessee	Date of Lease	Address
69.	Stony Hill Office Development II, LP	Journal Register Company	December 7, 2005, as amended August 1, 2006	790 Township Line Road Yardley, PA 19067
70.	B&E Property Management, Ltd.	Tri County Record	October 1, 2012	150 Moreview Blvd Route 23 Morgantown, PA 19453
71.	500 Mildred Ave LLC	Journal Register East, Inc.	December 22, 2011	500 Mildred Avenue Primos PA 19018
72.	Romill Associates LP	Journal Register East, Inc.	November 29, 2012	311 East Lancaster Ave Ardmore, PA 19003

Schedule 4.6(b)

Threatened Condemnation of Real Property

307 Derstine Avenue, Lansdale, PA 19446: The Goodson Holding Company (formerly owned by LRPA, LLC) has received an "Advanced Notice Of Acquisition" dated June 27, 2012 from the Borough of Lansdale for a PENNDOT road improvement project which will require acquisition of a portion of this real property to be used for a public right-of-way. If the owner of this property does not accept a fair market value acquisition offer from PENNDOT, then PENNDOT may file a "Condemnation Proceeding" in the ordinary course and acquire such property through eminent domain proceedings.

Schedule 4.6(e)

Real Property Security Deposits

Location Name/Use	Lease Exec Status	Building Address	Lease Expiration Date	Security Deposit Amount USD	Security Deposit Note
Foothills Media - Torrington	Original	59 Field Street Torrington CT		\$6,630	
Connecticut Magazine	Renewed	43 Woodland Street Hartford CT	7/31/2013	\$676.50	TT has deposited with LL, the amount of \$676.50 (one month's rent) as Security Deposit, which amount shall be increased as the Annual Fixed Rent increases. Upon expiration, LL shall return the deposit to TT, provided TT has fully carried out all of its obligations. (Lease, p. 2, sec. I); (Lease, p. 31, sec. XIII)
New Haven Register	Original	40 Sargent Drive New Haven CT	12/31/2016		Silent
Middletown Press	Original	386 Main Street Middletown CT	12/31/2012	\$6,650.00	TT to deposit LL, SD in an amount of \$6,650.00. The SD to be returned to TT, at the end of the Lease term or on earlier termination and forfeiture. If the property is sold, LL may transfer or deliver the security to any bona fide purchaser of the real property. (Lease, p. 8, sec.18)
Jobs in the US	Original	90 Bridge Street Westbrook ME	5/31/2017	\$0.00	None. (Lease, p. 2, sec. 3(d))
Oakland Press - Circ (Warehouse)	Relocated	1824 Star-Batt Drive Rochester MI	2/14/2013	\$1,530	The parties agree that TT's interest in any previous security deposit for any space presently of formerly leased between the parties or their predecessors is transferred to 1824 Star Batt Drive and 1890 Star Batt Drive to be used as security per the terms of the Security Provision as set out in Lease Form 006.14M dated 01/14/1991, between the LL and the TT then operating under the legal name the "Oakland Press Company, a Michigan Corporation". (Modification to the First Lease Extension Agreement, p. 3, sec. 7)
Morning Star - Straight Area Star	MTM	222 N. Main Street Cheboygan MI	12/31/2008		Silent
Morning Star - Leader Bldg	MTM	318 N. Cedar Kalkaska MI	7/23/2009		Silent

Location Name/Use	Lease Exec Status	Building Address	Lease Expiration Date	Security Deposit Amount USD	Security Deposit Note
21st Century - Madison Heights	Original	190-194 E. Maple Road Troy MI	9/14/2012	\$16,053.88	Upon execution of the Lease, TT to provide a Security Deposit in an amount of \$16,053.88 as security for the performance of the obligations of TT under the Lease. If LL uses all or any portion of the Security Deposit, TT shall within 10 days after demand thereof deposit cash with LL in an amount sufficient to restore the Security Deposit to the full amount thereof. If the Security Deposit is not applied to the payment of Rent, the same shall be returned within 30 days of the last to occur of expiration of the Lease and the date TT shall have vacated the Premises. LL shall not be obligated to keep the Security Deposit as a separate fund, but may mingle the same with LL's funds, and no interest shall accrue thereon. (Lease, p. 1); (Lease, p. 15, sec. 25)
INI Macomb Daily - Mt Clemens	Original	200 Macomb Daily Drive Mt Clemens MI	1/31/2013	\$4,500.00	TT to pay LL, \$4,500.00 as SD, the SD to be returned at the end of the Lease Term without interest unless TT has defaulted under the security and option agreements signed on the same date as the date. If TT defaults under the lease or the security and option agreements, the SD may be used to pay any costs or damages, direct or contingent, of the LL under the agreements. (Lease, sec. 4)
INI Macomb Daily - Mt Clemens	Original	100 Macomb Daily Drive Mt Clemens MI	3/31/2014	\$0.00	Silent
Morning Star - Mt Pleasant	Original	711 W. Pickard Mt Pleasant MI	9/30/2015	\$0.00	Silent
INI - Macomb Daily (Warehouse)	Renewed	51620 Milano Macomb Twp MI	6/30/2013	\$4,083.33	TT to deposit with LL, \$4,083.33 as SD for the performance of TT's obligations under the Lease. The security deposit shall be maintained in an interest bearing account on behalf of TT and shall be returned to the TT, with interest within 10 business days following termination of the Lease, except to the extent properly applied to cure defaults. (Lease, p. 4-5, sec. 16)
INI Macomb Daily - The Voice	Renewed	51180 Bedford Street New Baltimore MI	6/30/2013	\$4,871.25	Upon execution of the Lease, TT to provide LL a SD in an amount of \$4,871.25 for the faithful performance of all covenants of the Lease. Upon expiration the said SD shall be returned to TT. (Lease, p. 10, 11, sec. 40, 44)

Location Name/Use	Lease Exec Status	Building Address	Lease Expiration Date	Security Deposit Amount USD	Security Deposit Note
INI Macomb Daily - Roseville (Warehouse)	Renewed	16177 Common Road Roseville MI	8/31/2013	\$5,200.00	Upon execution, TT to deposit LL the sum of \$5,200.00 as Security Deposit for the performance of TT's obligation under the Lease, including the surrender of possession of LP to LL. If LL applies any part of the deposit to cure any default of TT, TT on demand deposit with LL the amount so applied so that LL shall have the full deposit on hand at all times during the term of the Lease. (Lease, p. 5, sec. 17) Note: Assumed Expiration Date as Security Deposit Return Date.
Heritage Newspapers - Southgate	Renewed	One Heritage Place Southgate MI	10/31/2012	\$27,957.00	Upon execution of the First Addendum, TT to pay LL, \$34,000.00 as SD and effective 11/1/2004, such deposit shall be reduced to \$27,957.00. At the expiration, LL to refund such deposit, without interest to TT. (2nd Addendum, sec. 8); (1st Addendum, p. 7, sec. 14); (Lease, p. 1, sec. 1(k)); (Lease, p. 4, sec. 6)
Oakland Press - Circ (Warehouse)	Renewed	8174 Goldie Walled Lake MI	3/31/2014	\$0.00	Silent
Oakland Press - Circ (Warehouse)	Renewed	275 S. Glaspie Oxford MI	9/30/2014	\$2,975.00	TT to pay LL, a security deposit of \$2,975.00 and to be returned upon the completion of the Lease. (Lease, sec. IV(A))
Oakland Press - Circ (Warehouse)	Renewed	10525 Enterprise Drive Davisburg MI	3/13/2015	\$3,500.00	TT to pay LL, a security deposit of \$3,500.00 and to be returned upon the completion of the Lease. (Lease, sec. IV(A))
INI Macomb Daily - Shelby Township	Renewed	48075 Van Dyke Utica MI	12/31/2013	\$13,881.82	TT to pay LL, SD in an amount of \$13,881.82, which shall be returned upon the expiration. (Lease, p. 1, sec. 2(C))
Shared Financial Services, LLC	MTM	1115 E. Whitcomb Avenue Madison Heights MI	2/29/2012	\$4,459	Lease (Sec 29, Pg 10) - LL shall return security deposit within 60 days of the end of the Lease.
Morning Star - West Branch	MTM	420/422 West Houghton Avenue West Branch MI	12/31/2012	\$0.00	Silent
Morning Star - Alpena	MTM	431 Ripley Blvd. Alpena MI	12/31/2010	\$1,250.00	Upon execution, TT to deposit with LL, \$1,250.00 as SD for the performance of TT's obligations under the Lease, which to be returned at the end of the Lease Term without interest. If TT defaults, then LL may apply any portion of the Deposit for the payment of any rent or other charge, which amount to be restored to LL within 10 days after demand. (Lease, p. 1, sec. 1(i)); (Lease, p. 12, sec. 30)
Heritage Newspapers	MTM	26395 Northline Commerce Taylor MI	5/31/2012	\$0.00	(Lease, p. 4, sec. 29)
Morning Star - Grand Travers Insider	MTM	410 S. Union Street Traverse City MI	5/31/2009	\$5,600.00	Upon execution, TT to pay LL, the sum of one month's base rent as security for the faithful performance by TT of all of its obligations under the Lease. (Lease, p. 2, sec. 4(c))

Location Name/Use	Lease Exec Status	Building Address	Lease Expiration Date	Security Deposit Amount USD	Security Deposit Note
Hanover	Original	5 Hanover Square New York, NY	11/30/2019	\$178,120.83	TT to deposit LL, the Security Deposit in an amount of \$178,120.83 in the form of cash or the letter of credit. TT shall be entitled to a reduction in the amount of \$50,891.67 on each of the 2nd and 5th year anniversary of the Commencement Date. In no event, the Security Deposit shall be reduced no less than \$76,337.50. Such Security Deposit to be returned to TT within 60 after the expiration. (Lease, p. 29-30, sec. 18)
Saratogian	Original	20 Lake Avenue Saratoga Springs NY	6/30/2015		Silent
Phoenixville - Morgantown	Renewed	150 Moreview Blvd Morgantown PA	9/30/2017		Silent
Acme Newspapers	Original	311 East Lancaster Avenue Ardmore PA		\$0.00	
Delaware County Daily Times	Original	500 Mildred Avenue Primos PA	12/31/2016		Silent
Berks - Mont Newspapers	MTM	12 S. 4th Street Hamburg PA	6/30/2011	\$1,000.00	TT to pay \$1,000.00 as SD. (Lease, Basic Lease Provisions, sec. 9)
Intercounty	Original	32-34 S Main Street Medford NJ	12/31/2012	\$2,625.00	Upon execution, TT to deposit LL, \$2,625.00 as SD. LL to give prior notice to TT, to use the SD or any part of it during the term, on demand, TT to pay LL, the amount used. Within 30 days after the expiration, LL to repay any balance (without interest) of SD to TT. (Lease, p. 2, sec. Security); (Lease, p. 3, sec. 4(a)); (Lease, p. 3, sec. 5)
JRC - Corporate Office	Original	790 Township Yardley PA	7/31/2018	\$0.00	None. (Lease, Preamble, p. 3, sec. 14)
JRC	Renewed	307 Henry St. Alton IL	8/31/2013	\$0.00	Silent

Schedule 4.7

Intellectual Property

(i) Encumbrances on Intellectual Property:

1. Settlement Agreement by and between the Journal Register Company, et al. and Network Communications Inc. dated November 16, 2010 (*Journal Register Company and Journal Company, Inc. v. Network Communications, Inc. and New England Home*, No.: 03:10-cv-00617 (D.C. Conn.)).
2. Settlement Agreement between Today Media, Inc and Journal Register East, Inc. dated January 14, 2011 (see defendant's counterclaim in *Today Media, Inc. v. Journal Register East, Inc.*, No. 10-cv-1702 (E.D.Pa.)).

(ii) Outbound Licenses to Intellectual Property:

1. Master Services Agreement, between APAC Customer Services, Inc., and JRC, dated January 24, 2011.
2. Job Posting and Strategic Marketing Agreement, dated October 1, 2010, between AfterCollege, Inc., JRC, and each Participating Newspaper (as defined therein).
3. Virtual Career Event Agreement, between AppVault LLC and JRC, dated June 1, 2011.
4. License and Services Agreement, by and between CivicScience, Inc. and Digital First Media, Inc., JRC and MediaNews Group, Inc., dated April 4, 2012.
5. Broadcaster Services Agreement, between Critical Media and JRC, dated November 11, 2010, as amended.
6. Prisma Services Agreement, by and between Prisma Information Filtering B.V. and JRC, dated October 3, 2012.
7. Content Recommendation and Web Advertising Services Agreement, between JRC and DailyMe, Inc., dated November 15, 2010.
8. Lead Sale Agreement, by and between Detroit Trading Services, LLC and JRC, dated August 24, 2011.
9. Inbound Help Desk Agreement, by and between Citadel Contract Systems, Incorporated and Digital First Media, Inc., JRC and MediaNews Group, Inc., dated March 23, 2012.
10. Letter of Agreement, between Digital Brand Expressions, L.L.C. and JRC, dated March 6, 2012.
11. Verve Network Agreement Terms and Conditions, by and between Digital First Media, Inc., JRC, MediaNews Group, Inc. and Verve Wireless, Inc., dated February 24, 2012.
12. Service Agreement, by and between Disqus, Inc. and JRC, dated August 31, 2012.
13. Independent Contractor Agreement, by and between JRC and Email Predict, LLC, dated August 25, 2011, as amended.

14. Content Recommendation and Web Advertising Services Agreement, between Digital First Media, Inc., JRC, Media News, Inc. and ePals-Nexify, Inc., dated March 30, 2012.
15. Monster Consortium Agreement, between Monster Worldwide, Inc. and the Members defined therein, dated February 4, 2011, as amended. Requires prompt notice of the transaction and continued participation in the Consortium.
16. Services Agreement, between eXelate, Inc. and JRC, dated October 22, 2012.
17. Co-Brand Site and Promotion Agreement, by and between Everyday Health Media, LLC and JRC, dated November 7, 2012.
18. Services Agreement, by and between SuperMedia LLC and JRC, dated October 5, 2012.
19. Hipcricket Services Agreement, between JRC and Hipcricket, Inc., dated March 1, 2011.
20. InSequent, Inc. Mobile Service Agreement, by and between InSequent, Inc. and JRC, dated August 31, 2011.
21. Master License and Services Agreement, between Janrain, Inc. and JRC, dated September 20, 2012.
22. Local Edition Agreement, between Bleacher Report, Inc. and JRC, dated April 5, 2011, as amended.
23. Political Advertising Sales Agreement, by and between Cox Digital Solutions, L.L.C. and JRC, dated April 16, 2012.
24. Letter of Understanding, between Digital First Media, Inc., JRC, MediaNews Group, Inc. and JumpTime, Inc., dated March 16, 2012.
25. Legacy.com Corporate Newspaper Agreement, between Digital First Media, Inc., JRC, MediaNews Group, Inc. and Legacy.com, dated March 1, 2012.
26. Reporting Services Agreement, between MA Metrix, LLC and Digital First Media, Inc., JRC and MediaNews Group, Inc., dated March 30, 2012.
27. Strategic Partner Services Agreement, between myCapture, Inc. and JRC on behalf of the entities affiliated to Licensee listed in Exhibit A, if any, dated February 12, 2008.
28. NewspaperDirect Publication Provider Agreement No. JREG-001, between NewspaperDirect, Inc. and JRC, dated August 1, 2011.
29. Web Hosting and Development Agreement, by and between NewspaperDirect, Inc. and JRC, dated February 1, 2011.
30. Master Subscription Agreement, by and between IMshopping, Inc. and MediaNews Group, Inc., dated July 7, 2011, as amended.
31. Services Agreement, by and between NowSpots, Inc. and JRC, dated August 2, 2011.
32. Olapic License Agreement, by and between Olapic Inc. and JRC, dated August 31, 2011.
33. Service Agreement, between One On One Ads, Inc. and JRC, dated July 20, 2011.

34. Outside.In for Publishers Hosted Service Agreement, between Outside.in, Inc. and JRC, dated September 21, 2010.
35. Local Marketplace Agreement, between Matchbin and JRC, dated September 30, 2010.
36. Content Agreement, by and between readMedia, Inc. and Digital First Media, Inc., JRC and MediaNews Group, Inc., dated November 13, 2012.
37. Affiliate Agreement, by and between ShopCo Holdings, LLC and JRC, dated March 9, 2012.
38. Mobile Platform License Agreement, between Spread Inc., Digital First Media, Inc., JRC, and MediaNews Group, Inc., dated February 1, 2012.
39. Business Section Agreement, between TheStreet.com, Inc. and JRC, dated February 23, 2011.
40. Master Services Agreement, by and between Travidia Inc. and JRC, dated January 1, 2009.
41. Verve Local Marketplace Network Agreement, by and between Digital First Media, Inc., JRC, MediaNews Group, Inc. and Verve Wireless, Inc., dated February 24, 2012.
42. HotJobs Consortium Agreement, dated November 18, 2006.
43. Content Service Order, by and between Yahoo! Inc. and the Members listed on the signature pages thereto, dated April 15, 2007.
44. Graphical Ads Service Order, by and between Yahoo! Inc. and the Members listed on the signature pages thereto, dated April 15, 2007, as amended.
45. Master Services Agreement, by and between Yahoo! Inc. and the Members listed on the signature pages thereto, dated April 15, 2007.
46. eCheck.net Service Agreement, between Authorize.net LLC and JRC, dated October 1, 2010.
47. National Account Services Master Service Agreement, between ADP, Inc. and JRC, dated January 1, 2006.
48. National Account Services Master Services Agreement, between ADP, Inc. and JRC January 1, 2008, as amended.
49. Saxotech, Inc. Software License and Services Agreement, by and between Saxotech, Inc. and JRC, dated October 27, 2010.
50. Master Services Agreement, by and between Affinity Express, Inc. and JRC, dated August 23, 2010, as amended by that certain Amendment to Master Services Agreement, dated July 22, 2011.
51. License Agreement, between Burrelle's Information Services, LLC and JRC, dated October 1, 2006.
52. Contact At Once! Service Provider Order Form, between Contact At Once!, LLC and Digital First Media, Inc., JRC and MediaNews Group, Inc.
53. Master Subscription Agreement, between Workday, Inc. and MediaNews Group, Inc., dated May 25, 2012.

(iii) Inbound Licenses to Intellectual Property:

1. Plain Language Newspaper Service Agreement, between Accu Weather Inc and JRC, dated April 24, 2008, as amended.
2. Accunet Web Site Agreement, between Accu Weather Inc and JRC, dated March 28, 2008, as amended.
3. Hipcricket Services Agreement, between JRC and Hipcricket, Inc., dated March 1, 2011.
4. Local Marketplace Agreement, between Matchbin and JRC, dated September 30, 2010.
5. Outside.In for Publishers Hosted Service Agreement, between Outside.in, Inc. and JRC, dated September 21, 2010.
6. Business Section Agreement, between TheStreet.com, Inc. and JRC, dated February 23, 2011.
7. Letter of Agreement, between TownNews.com and JRC, dated June 20, 2008.
8. Web Advertising Service agreement, between Vibrant Media, Inc. and JRC, dated April 19, 2011.
9. Master Services Agreement, between APAC Customer Services, Inc., and JRC, dated January 24, 2011.
10. National Account Services Master Service Agreement, between ADP, Inc. and JRC, dated January 1, 2006.
11. National Account Services Master Services Agreement, between ADP, Inc. and JRC January 1, 2008, as amended.
12. Comerica Merchant Application and Card Service Terms & Conditions, between Global Payments Direct, Inc. and JRC, dated August 1, 2011.
13. Master Services Agreement, between XO Communications Services, Inc. and JRC, dated May 20, 2011.
14. Netwolves Customer Service Agreement Managed Services Offering, between JRC and Netwolves, dated February 1, 2011.
15. SeeClickFix Revenue Sharing Contract, between JRC and SeeClickFix LLC, dated April 1, 2010.
16. MultiAd Terms and Conditions, dated November 18, 2009.
17. Scarborough Report License Agreement, between Scarborough Research and JRC, dated November 2, 2009, as amended.
18. Content License Agreement, between Delaware Valley Real Estate Information Network, Inc. and JRC.
19. Job Posting and Strategic Marketing Agreement, dated October 1, 2010, between AfterCollege, Inc., JRC, and each Participating Newspaper (as defined therein).
20. Strategic Partner Services Agreement, between myCapture, Inc. and JRC on behalf of the entities affiliated to Licensee listed in Exhibit A, if any, dated February 12, 2008.

21. UPICKEM Products Agreement, between UPICKEM and JRC, dated February 29, 2008.
22. Multi-year Maintenance Agreement, between Atex and JRC, dated November 21, 2007.
23. Service Agreement between Shoom, Inc. and JRC, dated August 20, 2010.
24. Master Consulting Agreement, between JRC and Hewitt Associates LLC, dated September 29, 2005.
25. Virtual Career Event Agreement, between AppVault LLC and JRC, dated June 1, 2011.
26. Content Recommendation and Web Advertising Services Agreement, between JRC and DailyMe, Inc., dated November 15, 2010.
27. Monster Consortium Agreement, between Monster Worldwide, Inc. and the Members defined therein, dated February 4, 2011, as amended.
28. Master Services Agreement, by and between Travidia Inc. and JRC, dated January 1, 2009.
29. Qwest Total Advantage Agreement, between Qwest Communications Company, LLC and Journal Register Company, dated February 21, 2008, together with Amendment 1, dated March 26, 2008, Amendment 2, dated March 5, 2009, Amendment 3, dated July 21, 2009, and Amendment 4, dated February 16, 2010.
30. Memorandum of Understanding, by and between Digital First Media, Inc., JRC and MediaNews Group, Inc. and Bleacher Report, Inc., dated May 15, 2012.
31. License and Services Agreement, by and between CivicScience, Inc. and Digital First Media, Inc., JRC and MediaNews Group, Inc., dated April 4, 2012.
32. Content Recommendation and Web Advertising Services Agreement, between Digital First Media, Inc., JRC, Media News, Inc. and ePals-Nexify, Inc., dated March 30, 2012.
33. Licensed Data and Materials Agreement, by and between FYI Television, Inc. and JRC, dated June 20, 2011.
34. Letter of Understanding, between Digital First Media, Inc., JRC, MediaNews Group, Inc. and JumpTime, Inc., dated March 16, 2012.
35. Legacy.com Corporate Newspaper Agreement, between Digital First Media, Inc., JRC, MediaNews Group, Inc. and Legacy.com, dated March 1, 2012.
36. Content Licensing Agreement, by and between National Journal Group, Inc., Digital First Media, Inc., JRC, and MediaNews Group, Inc., dated May 31, 2012.
37. Web Hosting and Development Agreement, by and between NewspaperDirect, Inc. and JRC, dated February 1, 2011.
38. Master Subscription Agreement, by and between IMshopping, Inc. and MediaNews Group, Inc., dated July 7, 2011, as amended.
39. Service Agreement, by and between Digital First Media, JRC, MediaNews Group, Inc. and Scribble Technologies, Inc., dated June 7, 2012.

40. Affiliate Agreement, by and between ShopCo Holdings, LLC and JRC, dated March 9, 2012.
41. HotJobs Consortium Agreement, dated November 18, 2006.
42. Terms and Conditions for Service Order by and between AdMeld and JRC, dated February 12, 2012.
43. Master License Agreement, between Nielsen Claritas, a division of The Nielsen Company (US), LLC and JRC, dated March 13, 2003.
44. Software Services Agreement, between Brainworks Software Development Corporation and JRC, dated November 8, 2010.
45. Proposal Letter, between autoproyecto.com and JRC, dated December 16, 2010.
46. Exchange Advertising Agreement, between Centro Media and JRC, dated February 7, 2012.
47. Services Agreement, by and between comScore, Inc. and JRC, dated August 24, 2010.
48. Licensing Agreement, between Content That Works and JRC, dated January 5, 2011.
49. Broadcaster Services Agreement, between Critical Media and JRC, dated November 11, 2010, as amended.
50. Memorandum of Understanding, by and between Digital First Media, Inc., JRC and MediaNews Group, Inc. and Ashburn Media Company, LLC, dated June 18, 2012.
51. Memorandum of Understanding, by and between Digital First Media, Inc., JRC and MediaNews Group, Inc. and The Center for Public Integrity, dated April 4, 2012.
52. Memorandum of Understanding, by and between Digital First Media, Inc., JRC and MediaNews Group, Inc. and Atlantic Media, Inc., dated April 30, 2012.
53. Signpost Data License Agreement, by and between Digital First Media, Inc. and Signpost, Inc., dated February 28, 2012.
54. Verve Local Marketplace Network Agreement, by and between Digital First Media, Inc., JRC, MediaNews Group, Inc. and Verve Wireless, Inc., dated February 24, 2012.
55. JRC HealthTheater Content Agreement, by and between JRC and Dramatic Health, Inc., dated August 23, 2011.
56. Independent Contractor Agreement, by and between JRC and Email Predict, LLC, dated August 25, 2011, as amended.
57. InSequent, Inc. Mobile Service Agreement, by and between InSequent, Inc. and JRC, dated August 31, 2011.
58. Content Licensing Agreement, by and between Mail.com Media Corporation and JRC, dated June 28, 2011.
59. Local Edition Agreement, between Bleacher Report, Inc. and JRC, dated April 5, 2011, as amended.

60. Services Agreement, by and between NowSpots, Inc. and JRC, dated August 2, 2011.
61. Olapic License Agreement, by and between Olapic Inc. and JRC, dated August 31, 2011.
62. Service Agreement, between One On One Ads, Inc. and JRC, dated July 20, 2011.
63. Memorandum of Understanding, by and between Digital First Media, Inc., JRC and MediaNews Group, Inc. and Vox Media, Inc., dated June 8, 2012.
64. Mobile Platform License Agreement, between Spreed Inc., Digital First Media, Inc., JRC, and MediaNews Group, Inc., dated February 1, 2012.
65. Beta Content Agreement, between WebMD, LLC and JRC, dated January 3, 2012.
66. Graphical Ads Service Order, by and between Yahoo! Inc. and the Members listed on the signature pages thereto, dated April 15, 2007, as amended.
67. Master Services Agreement, by and between Yahoo! Inc. and the Members listed on the signature pages thereto, dated April 15, 2007.
68. Service Order Re Yahoo! Search Services, by and between Yahoo! Inc. and the Members listed on the signature pages thereto, dated April 15, 2007.
69. Saxotech, Inc. Software License and Services Agreement, by and between Saxotech, Inc. and JRC, dated October 27, 2010.
70. Memorandum of Understanding, by and between Digital First Media, Inc., JRC and MediaNews Group, Inc. and Atlantic Media, Inc., dated September [●], 2012.
71. Software License, Maintenance and Support Agreement, by and between Newmark & Company Real Estate, Inc., d/b/a Newmark Grubb Knight Frank and Digital First Media, Inc., dated October 3, 2012.
72. Master Real Estate Services Agreement, by and between Newmark & Company Real Estate, Inc. d/b/a Newmark Grubb Knight Frank and Digital First Media, Inc., dated October 3, 2012.
73. Software License Agreement, between Arkadium, Inc. and Digital First Media, Inc., JRC and MediaNews Group, Inc., dated July 20, 2012.
74. Prisma Services Agreement, by and between Prisma Information Filtering B.V. and JRC, dated October 3, 2012.
75. Advertising Sales and Services Agreement, by and between OrangeSoda, Inc. and Digital First Media, Inc., JRC and MediaNews Group, Inc., dated June 25, 2012.
76. Service Agreement, by and between Disqus, Inc. and JRC, dated August 31, 2012.
77. Confidential Services License Agreement, between Eventful, Inc. and Digital First Media, Inc., JRC and MediaNews Group, Inc., dated August 20, 2012.
78. Co-Brand Site and Promotion Agreement, by and between Everyday Health Media, LLC and JRC, dated November 7, 2012.
79. Services Agreement, by and between SuperMedia LLC and JRC, dated October 5, 2012.

80. Services Agreement, between eXelate, Inc. and JRC, dated October 22, 2012.
81. Getty Images' Editorial Subscription Agreement, between Getty Images (US), Inc. and Digital First Media, Inc., JRC and MediaNews Group, Inc., dated July 1, 2012.
82. Master License and Services Agreement, between Janrain, Inc. and JRC, dated September 20, 2012.
83. Content Agreement, by and between readMedia, Inc. and Digital First Media, Inc., JRC and MediaNews Group, Inc., dated November 13, 2012.
84. Master Services Agreement, by and between Affinity Express, Inc. and JRC, dated August 23, 2010, as amended by that certain Amendment to Master Services Agreement, dated July 22, 2011.
85. eCheck.net Service Agreement, between Authorize.net LLC and JRC, dated October 1, 2010.
86. Contact At Once! Service Provider Order Form, between Contact At Once!, LLC and Digital First Media, Inc., JRC and MediaNews Group, Inc.
87. BrightEdge Master Subscription Agreement, between BrightEdge and JRC, dated November 30, 2012.
88. Affiliation Agreement, between Global News Enterprises LLC and JRC, dated January 1, 2013.
89. Master Subscription Agreement, between Workday, Inc. and MediaNews Group, Inc., dated May 25, 2012.

Schedule 4.8(b)

Tax Withholding Matters

1. Internal Review Notice CP504B dated as of July 9, 2012.
2. Internal Review Notice CP220 dated as of June 4, 2012.
3. Letter from Automatic Data Processing to Journal Register Company dated as of March 7, 2012.
4. Letter from Internal Revenue Service to 21st Century Newspapers Shares Services LLC dated as of February 29, 2012.

Schedule 4.8(c)

Tax Disputes

Schedule 4.8(b) is hereby incorporated herein by reference.

Entity	Jurisdiction	Tax Period	Tax Type	Amount Due	Details
All Home Distribution, Inc.	New York	12/31/2011	NYS Franchise (Income) Tax	1,092.16	Notice of estimated deficiency issued as a result of the Sept. 2012 bankruptcy filing.
Chanry Communications, Ltd.	New York	12/31/2007	NYS Franchise (Income) Tax	23,414.43	Notice of estimated deficiency issued as a result of the Sept. 2012 bankruptcy filing.
Journal Register East, Inc.	New York	12/31/2011	NYS Franchise (Income) Tax	1,092.16	Notice of estimated deficiency issued as a result of the Sept. 2012 bankruptcy filing.
Journal Register Company	Connecticut	9/4/2012	Conn Withholding	N/A	The state wanted to bifurcate the withholding returns to pre and post bankruptcy filing.
		12/07,12/08,12/10,12/11	Unauthorized Insurer		
Journal Register East, Inc.	Connecticut	12/10, 03/11,06/11,09/11,12/11,03/12,06/12,09/12 (07/01 - 09/04)	Conn Sales/Use Tax	N/A	CT has demanded that Sales/Use returns be filed immediately on a pre and post bankruptcy basis.
Journal Register East, Inc.	Connecticut	09/12 (09/05 - 09/30)	Conn Sales/Use Tax	N/A	CT has demanded that Sales/Use returns be filed immediately on a pre and post bankruptcy basis.
Journal Register East, Inc.	Connecticut	09/12 (07/01 - 09/04)	Conn Withholding	N/A	CT has demanded that withholding returns be filed immediately on a pre and post bankruptcy basis.
Journal Register East, Inc.	Connecticut	09/12 (07/01 - 09/04)	Conn Withholding	N/A	
Journal Register East, Inc.	Connecticut	12/31/2011	Corporate Income Tax	N/A	

Middletown Acquisition Corp	Connecticut	12/11,12/12 (07/01 - 09/04)	Conn Sales/Use Tax	N/A	CT has demanded that Sales/Use returns be filed immediately on a pre and post bankruptcy basis.
Middletown Acquisition Corp	Connecticut	12/12 (09/05 - 12/31)	Conn Sales/Use Tax	N/A	CT has demanded that Sales/Use returns be filed immediately on a pre and post bankruptcy basis.
Middletown Acquisition Corp	Connecticut	09/12 (07/01 - 09/04)	Conn Withholding	N/A	CT has demanded that withholding returns be filed immediately on a pre and post bankruptcy basis.
Middletown Acquisition Corp	Connecticut	09/12 (09/05 - 09/30)	Conn Withholding	N/A	
Middletown Acquisition Corp	Connecticut	12/31/2011	Corporate Income Tax	N/A	
The Goodson Holding Company	Connecticut	09/11,12/11,03/12,06/12,09/12 (07/01 - 09/04)	Conn Sales/Use Tax	N/A	CT has demanded that Sales/Use returns be filed immediately on a pre and post bankruptcy basis.
The Goodson Holding Company	Connecticut	12/12 (09/05 - 12/31)	Conn Sales/Use Tax	N/A	CT has demanded that Sales/Use returns be filed immediately on a pre and post bankruptcy basis.
The Goodson Holding Company	Connecticut	09/12 (07/01 - 09/04)	Conn Withholding	N/A	CT has demanded that withholding returns be filed immediately on a pre and post bankruptcy basis.
The Goodson Holding Company	Connecticut	09/12 (09/05 - 09/30)	Conn Withholding	N/A	
The Goodson Holding Company	Connecticut	12/31/2011	Corporate Income Tax	N/A	
Intercounty Acquisition Corp	Philadelphia	02/09 to 07/31/12	Business Use & Occupancy	20.18	Pay when allowed
The Goodson Holding Company	Maryland	3/2012	Sales & Use Taxes	N/A	
SC Peddler Acquisition, LLC	Rhode Island	Unknown	Corporate Income	5,831.22	Need to confirm entity was formed and actually owned by JRC. Then state needs to make a claim in court.
The Goodson Holding Company	Massachusetts	02/12	Sales Tax	N/A	It appears that a payment was misapplied by the commonwealth.

Journal Register Company	Pennsylvania	2008, 2009, 2010	Corporate Income	N/A	Bankruptcy notice, pull returns and forward next time in the office.
Goodson Holding Company	Pennsylvania	2011 and 2012	Sales Taxes	N/A	Just need to forward 2011 annual return to commonwealth.
College Township	College Township		Property Taxes	N/A	
Missouri	Missouri		Sales Tax	N/A	
Michigan	Michigan	2012 Annual Report	Annual Fee	N/A	Need Copy of Michigan return from GT
Goodson Holding Company	New Jersey	Qtr End 9/30/12	Sales Taxes	503.52	Forward to local controller
Northeast Publishing	New Jersey	2011	Corporation Business Tax	2,572.92	Rtn was filed, requesting a refund of 75K
Goodson Holding Company	New Jersey	2011	Corporation Business Tax	2,572.92	2k paid with extension

Schedule 4.9(a)

CBAs and Employment Agreements

Collective Bargaining Agreements

Connecticut
1. Agreement between New Haven Register, Inc. and IBT Local 443, July 13, 2004 - July 12, 2008; extension agreement through March 5, 2012; extension agreements through January 31, 2013
Michigan
2. Agreement between Independent Newspapers, Inc. and The Detroit Mailers Union No. 40, IBT, Local Union No. 2040 and its successor, Local Union No. 372 (Mailers), August 27, 2007 – June 30, 2010, and related Settlement Agreement. Extension agreement through August 31, 2011 then evergreen month-to-month until either party gives notice of intent to terminate no less than 14 days prior to the end of the month in which Agreement is to be terminated.
3. Agreement between Independent Newspapers, Inc. and The Newspaper Drivers and Handlers, Local No. 372 (Drivers), August 27, 2007 – June 30, 2010, and related Settlement Agreement. Extension agreement through August 31, 2011 then evergreen month-to-month until either party gives notice of intent to terminate no less than 14 days prior to the end of the month in which Agreement is to be terminated.
4. Agreement between Independent Newspapers, Inc. and The Graphic Communications Conference, IBT Local 13N (Pressmen), August 27, 2007 – June 30, 2010, and related Settlement Agreement. Extension agreement through August 31, 2011 then evergreen month-to-month until either party gives notice of intent to terminate no less than 14 days prior to the end of the month in which Agreement is to be terminated.
5. Agreement between Independent Newspapers, Inc. and the Detroit Typographical Union No. 18 (Printers), August, 27 2007 – June 30, 2010, extension agreement through August 31, 2011, and related Settlement Agreement. Extension agreement through August 31, 2011 then evergreen month-to-month until either party gives notice of intent to terminate no less than 14 days prior to the end of the month in which Agreement is to be terminated.
6. Agreement between Independent Newspapers, Inc. and The Newspaper Guild of Detroit Local 22 (Guild), August 27, 2007 – June 30, 2010, and related Settlement Agreement. Extension agreement through August 31, 2011 then evergreen month-to-month until either party gives notice of intent to terminate no less than 14 days prior to the end of the month in which Agreement is to be terminated.
New York
7. Contract between The Daily Freeman and The Kingston Newspaper Guild, December 2005 – December 2008
8. Agreement by and between Troy Publishing Co., Inc. and GCC/IBT Local 259M (Pressmen), August 1, 2005 – July 31, 2008, and various extensions and modifications through April 30, 2013
Pennsylvania
9. Newspaper Scale and Working Agreement between The Delaware County Daily Times and Printing, Publishing and Media Workers' Sector CWA (Composers), July 31, 2006 – July 31, 2010
10. Agreement between The Delaware County Daily Times and The Newspaper Guild of Greater Philadelphia Local 10 (TNG 10/CWA 38010) AFL-CIO, CLC (Guild), November 25, 2003 – November 25, 2008; memorandum of agreement and extension agreement through December 31, 2013

11. Collective Bargaining Agreement between Delaware County Daily Times and Teamsters Local 312 (Drivers), May 1, 2005 – April 30, 2010, extension agreement through November 30, 2012, and memorandum of agreement and extension agreement through Nov 30, 2013.
12. Memorandum of Agreement between The Times Herald and Printing, Publishing & Media Workers Sector, CWA Local #14199 (Composers), September 24, 2000 – September 24, 2005, as amended and extended through July 31, 2011 (only one remaining employee, lifetime job guarantee)
13. Agreement between The Times Herald and the Newspaper Guild, dated October 11, 2007 through October 10, 2009; various extension agreements through June 30, 2012 then evergreen MTM, either party can terminate with 10 days' written notice.
14. Agreement between The Mercury and Pottstown Chapel Reading CWA Local #14830, September 20, 2006 through September 19, 2009, various extension agreements through June 30, 2012, then evergreen MTM, either party can terminate with 10 days' written notice.
15. Contract between The Newspaper Guild-CWA of Greater Philadelphia Local 38010 AFL-CIO, CLC and The Mercury (Pottstown, PA), September 12, 2007 through September 11, 2009, various extensions through Sept 30, 2011, then evergreen WTW, either party can terminate with 10 days' written notice.
16. Agreement between The Trentonian and ABC Association An Affiliate of The Newspaper Guild CWA of Greater Philadelphia TNG10/CWA, October 2011 to March 31, 2013
17. Agreement by and between The Trentonian and P.P.M.W. Sector, CWA Local #14826 ^[1] , November 1, 1997 to October 31, 2000, including amendments and extensions through January 31, 2010
18. Agreement by and between Capitol City Publishing Co., Inc. and The Trentonian Press Association, December 20, 1987 to December 19, 1989
19. Agreement by and between Local Union No. 125 (Teamsters) and The Trentonian , August 19, 2004 through August 18, 2007 and extension through December 20, 2008
Past Unions
20. Contract and Scale of Prices between Daily Freeman and Local 259M of The Graphic Communication Conference, GCC/IBT, August 2007 – August 2010
21. Contract and scale of prices between New Haven Register and Teamster Local 443, Pressman. March 6, 2009 through March 5, 2010, extension agreement through December 31, 2011.
22. Contract between Mark Goodson Enterprises, Ltd. and The Kingston Newspaper Guild 1999-2002
23. Contract and Scale of Wages Agreement by and between Delaware County Daily Times and The Graphic Communications Conference IBT Local 16-N (Pressmen), July 6, 2005 – June 15, 2008; amendment agreement through June 15, 2009

Employment Agreements:

24. Employment Agreement between Bill Higginson and Journal Register Company dated as of August 5, 2010.
25. Amended and Restated Employment Agreement between Jeffrey Bairstow and Journal Register Company dated as of July 14, 2011.
26. Amended and Restated Employment Agreement between John Paton and Journal Register Company dated as of July 14, 2011.

^[1] Note various documents refer to this union by different numbers (for example, Local # 14199, Local #14826, Typographical Union No. 2, Typographical Union No. 103).

27. Employment Agreement between Jim Brady and Journal Register Company dated as of August 11, 2011
28. Employment Agreement between Michael Kuritzkes and Digital First Media, Inc. dated as of April 3, 2012

Agreements with Independent Contractors:

29. Anup Mahajan – Contract term until September 30, 2012. Provides Information Technology services on an as needed basis.
30. Bernard Gramby – Contract term until September 30, 2012. Provides Information Technology services on an as needed basis.
31. Mark Smith – Contract term until January 12, 2013. Provides Information Technology services on an as needed basis.
32. John Robinson - Contract term until September 30, 2013. Provides Editorial recruiting services on an as needed basis.
33. James Sherrill - Contract term until August 14, 2012. Provides Editorial services on an as needed basis.
34. John Fennelly - Contract term until August 14, 2012. Provides Editorial services on an as needed basis.
35. John Hubbell - Contract term until August 14, 2012. Provides Editorial services on an as needed basis.
36. Greg Tarrant - Contract term until September 21, 2012. Provides digital selling related to deals programs on an as needed basis.
37. Anthony Briley – Ongoing contract to provide recruiting services on an as needed basis.

Schedule 4.9(b)

NLRB Matters

On July 25, 2012, an unfair labor practice charge was filed against The Record (Troy, NY) claiming that The Record violated Section 8(a)(1) and (3) of the National Labor Relations Act by refusing to deduct union dues from employees' paychecks, while allowing deductions to be made for United Way contributions and other purposes. On August 16, 2012, this charge was dismissed by Region 3 of the National Labor Relations Board.

Schedule 4.9(c)

Employment-Related Litigation

1. 2011 Michigan DOL FLSA audit. In April 2011, The Oakland Press, in the Michigan cluster, experienced a routine DOL wage and hour audit. The DOL found no material findings and recommended the company perform an internal audit of two years of payroll records to ensure full compliance. The internal audit was completed in June 2011 and back overtime pay was computed and was \$35,000.00 in total expenditure to 85 employees. The payouts were reviewed by the DOL and paid in June 2011.

2. Joan Childs matter. Plaintiff initially filed her Complaint on November 10, 2011 in the Eastern District of Pennsylvania, and filed her First Amended Complaint on June 19, 2012. The Amended Complaint alleges two counts of age discrimination and two counts of retaliation under the Age Discrimination in Employment Act, 29 U.S.C. § 621, et seq., and the Pennsylvania Human Relations Act, 43 P.S. § 955(a), et seq. Specifically, Plaintiff alleges that she was terminated on April 11, 2011 as part of a reduction in force on the basis of her age, and then not hired for two open positions with Journal Register East, Inc. due to her age, while younger candidates were hired. Plaintiff also alleges that the decision not to hire Plaintiff following her termination was in retaliation for her filing a Charge of Discrimination with the U.S. Equal Employment Opportunity Commission (“EEOC”) on June 7, 2011. Document discovery is completed, and depositions of Plaintiff and two company employees have been completed. Two additional company employees are scheduled to be deposed, and a settlement conference is set to be scheduled on October 31, 2012, at which point the parties will proceed to motion practice. The Company denies the substantive allegations of discrimination and retaliation in their entirety. The Court has been notified of the Company’s Chapter 11 filing and placed the Childs matter on the suspended docket.

3. Nick Zbickiak complaint. EEOC complaint of age discrimination. Claimant applied for internal job posting. A younger candidate was selected and claimant was subsequently included in an RIF in Aug. 2011. The EEOC conducted an investigation and charges were dismissed in July 2012.

4. Barry Flees complaint. EEOC complaint of discrimination under Title VII of the Civil Rights Act. Employee registered a complaint of sexual harassment against another employee and asserts that he was then treated differently by his management as it relates to his job assignment and level of supervision. Investigation is complete. There is no evidence of sexual or any other form of harassment. Response to EEOC due 11/13/12.

Schedule 4.9(d)

Employees

1. Annex I attached hereto is hereby incorporated herein by reference.
2. Items 24 through 37 of Schedule 4.9(a) are hereby incorporated herein by reference.

Schedule 4.10(a)

Employee Benefit Plans

Journal Register Company

Employee Benefits

Retirement

JRC 401(k) Savings Plan	Administered by Merrill Lynch	
JRC Mid Hudson NY 401(k) Savings Plan	Administered by Merrill Lynch	
JRC Affiliates 401(k) savings plan	Administered by Merrill Lynch	Macomb union has employer contribution based upon shifts worked based upon CBA
Journal Register Company Retirement Pension Plan	Aon Hewitt Actuary	Requires employer contribution each plan year

Severance

JRC Severance Benefits Policy

Health and Welfare

ADP FSA	flexible spending accounts managed by ADP
BCBS EPO Delco	Highmark Blue Cross
BCBS EPO Plan	Highmark Blue Cross
BCBS PPO Delco	Highmark Blue Cross
BCBS PPO Plan	Highmark Blue Cross
	Dental Plan for Macomb Union employees only
	JRC owns policy and administration of enrollment but policy is pursuant to union contract
Delta Dental	Prescription drug plan
MEDCO	MetLife dental plan covers union and non-union employees
Metlife Dental Plan A	MetLife dental plan covers non-union employees
Metlife Dental Plan B	New York State Health Plans for Troy and Kingston-union and non-union
MVP	employee pay all voluntary LTD for Ohio
Unum Voluntary Group Life	Property
SunLife Voluntary LTD	Employee pay all vision plan
Eyemed vision plan	
Sun Life Insurance - life, ad&d, LTD and stop loss	JRC pay all Macomb union medical plan - not owned by JRC but enrollment and bill handled by JRC
National Employee Health Plan	

Severance

JRC Severance Benefits Policy

Other contractual medical and life insurance benefits

Death Benefits of acquired asset in Pottstown, PA, Peerless Publications, which was subsequently dissolved.

Retirement Severance obligations of an acquired asset. Peerless Publications in Pottstown, PA which was subsequently dissolved.

Continued health benefits of Frank Shepard, former owner of 21st Century Newspapers, Inc. and consultant to JRC.

Continued health benefits for J. McMahon as part of an agreement established in an acquisition by The Goodson Holding Company

Continued health benefits for J. Saehloff as part of an agreement established in an acquisition by The Goodson Holding Company

Continued health benefits of Ying Chen, Beneficiary to Robert Jelenic, former CEO of JRC

Bonus Plans

2012 Annual Incentive Plan

Schedule 4.10(b)

Multiemployer Plans

The CWA/ITU Negotiated Pension Plan (NPP), which began in 1967, is a multi-employer defined benefit plan with an equal number of trustees representing the employers and the employees. It conforms with all applicable laws and regulations, and is administered at the Plan Office in Colorado Springs, Colorado. Contributions to the Plan are made by the Employer based on the terms of a collective bargaining agreement.

JRC has participants from 6 unions.

Schedule 4.10(g)

COBRA

Annex II is hereby incorporated herein by reference.

Schedule 4.10(h)

Benefits for Former Employees

1. Annex III is hereby incorporated herein by reference.
2. Other contractual medical and life insurance benefits
 - a. Death Benefits of acquired asset in Pottstown, PA, Peerless Publications, which was subsequently dissolved.
 - b. Retirement Severance obligations of an acquired asset. Peerless Publications in Pottstown, PA which was subsequently dissolved.
 - c. Continued health benefits of Frank Shepard, former owner of 21st Century Newspapers, Inc. and consultant to JRC.
 - d. Continued health benefits for J. McMahon as part of an agreement established in an acquisition by The Goodson Holding Company
 - e. Continued health benefits for J. Saehloff as part of an agreement established in an acquisition by The Goodson Holding Company
 - f. Continued health benefits of Ying Chen, Beneficiary to Robert Jelenic, former CEO of JRC

Schedule 4.11

Environmental Matters

Recognized Environmental Conditions and Areas of Concern as specifically described in the listed reports, are excluded from the Representations and Warranties of Sellers in Section 4.11 of the Agreement:

1. Imprint Printing, 97 Defco Park Road, North Haven, CT
 - a. Phase I Environmental Site Assessment Report, Gaia Tech, September 2008
 - b. Transfer of this asset will require filings pursuant to the Connecticut Transfer Act (CGS § 22a-134 et. seq.). The required Transfer Act filings will require a party to assume responsibility for investigating and remediating the subject property in accordance with the standards established by the Connecticut Department of Energy and Environmental Protection.

2. The Bristol Press, 99 Main Street, Bristol, CT
 - a. Phase I Environmental Site Assessment Summary, Woodard & Curran, December 18, 2009
 - b. Draft Phase II Investigation Proposal, Woodard & Curran, January 22, 2010
 - c. Limited Environmental Investigation, Environmental Risk Limited, July 1994
 - d. Limited Environmental Review, Gaia Tech, October 2, 2008
 - e. Draft NPL-PRP Letter Report, Bureau Veritas, December 23, 2008

3. New Haven Register, 40 Sargent Drive, New Haven, CT
 - a. Receptor Evaluations, Bureau Veritas, December 30, 2008
 - b. Phase I Environmental Site Assessment, Gaia Tech, September 2008
 - c. Draft NPL-PRP Letter Report, Bureau Veritas, December 23, 2008
 - d. Phase II Environmental Site Assessment Report, Woodard & Curran, February 2012
 - e. Evaluation, Bureau Veritas, 2010

4. Register Citizen, 190 Water Street, Torrington, CT
 - a. Final Draft Report of PhaseII/Preliminary Phase III Environmental Assessment, O'Reilly, Talbot & Okun, March 19, 2009
 - b. Phase I Environmental Site Assessment, Gaia Tech, September 2008
 - c. Draft NPL-PRP Letter Report, Bureau Veritas, December 23, 2008
 - d. Transfer of this asset will require filings pursuant to the Connecticut Transfer Act (CGS § 22a-134 et. seq.). The required Transfer Act filings will require a party to assume responsibility for investigating and remediating the subject property in accordance with the standards established by the Connecticut Department of Energy and Environmental Protection.

5. The Herald, One Herald Square, New Britain , CT
 - a. Supplemental Phase II Investigation Report, CHA, September 2008.
 - b. Phase II Investigation Report, CHA, July 2008
 - c. Transfer of this asset will require filings pursuant to the Connecticut Transfer Act (CGS § 22a-134 et. seq.). The required Transfer Act filings will require a party to assume responsibility for investigating and remediating the subject property in accordance with the standards established by the Connecticut Department of Energy and Environmental Protection.

6. The Trentonian, 600 Perry Street, Trenton, NJ
 - a. Phase I Environmental Site Assessment, GaiaTech, September 2008

7. The Trentonian – Garage, 39 Escher Street, Trenton, NJ
 - a. Phase I Environmental Site Assessment, GaiaTech, September 2008

8. 32-34 S Main Street, Medford, NJ

Schedule 4.12

Insurance

	Coverage	Exp. Date	Policy #	Carrier	Premium
Casualty Insurance Program					
1.	Workers Compensation (Retro)	10/1/2013	TRNUB-3605A07-5-11	Travelers Property Casualty Company of America	\$274,922
2.	Excess General Liability	10/1/2013	TJ-EXGL 3604A797 TIL-11	Travelers Property Casualty Company of America	\$54,149
3.	Auto Liability	10/1/2013	TRJ-CAP-3604A785-TIL-11	Travelers Property Casualty Company of America	\$309,228
Publishers & Media Liability					
4.	Lead Publishers & Media Liability	10/1/2013	1003-06049-12	Mutual Insurance Company	\$262,100
5.	Excess Media Publishers Liability	10/1/2013	1003-06049-11	Underwriters at Lloyds	\$55,000
Excess Casualty					
6.	Lead Umbrella	10/1/2013	025902685	National Union Fire Insurance Co. of Pittsburgh, PA	\$129,061
7.	Excess Liability - \$25M xs \$25M	10/1/2013	PT12EXR657583IV	Navigators Insurance Company	\$76,840
8.	Excess Liability - \$25M xs \$50M	10/1/2013	522-746471-7	Crum & Forster	\$41,577
9.	Excess Liability - \$25M xs \$75M	10/1/2013	ZUP-11T3979A-12-NF	Travelers Excess Casualty	\$26,395
Property					
10.	Property	10/1/2013	LR949	FM Global	\$328,092
Executive Risk					
11.	Directors & Officers, EPLI, and Fiduciary	7/14/2013	06-279-01-70	National Union (Chartis)	\$94,385
12.	Excess Directors & Officers - \$10M xs \$10M	7/14/2013	PT12DOL3000781V	Navigators Insurance Company	\$20,001
13.	Excess Directors & Officers - \$5M xs \$20M	7/14/2013	S1S1XFL21062712	Starr Indemnity & Liability Company	\$6,700
14.	Crime Policy & Endorsement	9/7/2013	00 FA 0231125 12	The Hartford	\$24,109
15.	Directors & Officers- Excess Run Off	4/10/2015	NY08DOL600053NV	Navigators Insurance Company	\$82,500

	Coverage	Exp. Date	Policy #	Carrier	Premium
16.	Directors & Officers- Excess Run Off	4/10/2015	ELU10976709	XL Specialty Insurance Company	\$118,140
17.	Fiduciary Liability – Run Off	4/12/2015	4262945	AIG	\$47,250
18.	Directors & Officers – Excess Run Off	7/14/2017	PH09DOL634623IV	Navigators Insurance Company	\$30,780
19.	Directors Officers – Excess Run Off	7/14/2017	ELU118196-10	XL Specialty Insurance Company	\$175,100
20.	Directors & Officers – Run Off	7/14/2017	03048630	Allied World National Assurance Company	\$12,656
21.	Auto	10/3/2013	GWP58104E	Great West Casualty Company	

Schedule 4.13

Brokers or Finders

1. SSG Capital Advisors, LLC.

Schedule 4.14

Litigation; Proceedings

	Property	Name of Matter	Date Notified	Type of Case	Description/Status
1.	Daily Local or Journal Register East, Inc.	DeCesare, Jason	6/28/2012	Copyright Infringement	Delaware County Times received via facsimile a cover letter from attorney, J. Conor Corcoran with a copy of a complaint filed against defendant for copyright infringement. DELCO used a photo taken by Plaintiff in an article published 2/22/10 prior to Plaintiff's copyright registration. Plaintiff demands \$30,000 to settle. Settlement agreement signed 8/15/12 for \$10,000. Payment due to Plaintiff September 15, 2012. The Court has been notified of the Company's Chapter 11 filing and placed this matter on the suspended docket.

	Property	Name of Matter	Date Notified	Type of Case	Description/Status
2.	Daily Local or Journal Register East, Inc.	Childs, Joan	11/10/2011	Employment Practice Liability	Plaintiff filed Complaint on 11-10-11 and filed her First Amended Complaint on 6-19-12. The Amended Complaint alleges two counts of age discrimination and two counts of retaliation under the Age Discrimination in Employment Act, 29 U.S.C. § 621, <i>et seq.</i> , and the Pennsylvania Human Relations Act, 43 P.S. § 955(a), <i>et seq.</i> Plaintiff alleges that she was terminated on 4-11-11 as part of a reduction in force on the basis of her age, and then not hired for two open positions with Journal Register East, Inc. due to her age, while younger candidates were hired. Plaintiff also alleges that the decision not to hire Plaintiff following her termination was in retaliation for her filing a Charge of Discrimination with the EEOC on June 7, 2011. Document discovery is completed, and depositions of Plaintiff and two company employees have been completed. Two additional company employees are scheduled to be deposed and a settlement conference is scheduled on October 31, 2012, at which point the parties will proceed to motion practice. Journal Register East, Inc. denies the substantive allegations of discrimination and retaliation in their entirety. . The Court has been notified of the Company's Chapter 11 filing and placed this matter on the suspended docket.

	Property	Name of Matter	Date Notified	Type of Case	Description/Status
3.	Delaware County Times or The Goodson Holding Company	Schneller, James	3/28/2011	Publisher's Liability	This defamation suit was originally filed pre-petition and discharged in a prior bankruptcy. Claimant re-filed and court currently has stricken this action due to failure to pay filing fee. Court denied motion for reconsideration by Schneller and dismissed with prejudice. Expect Schneller to appeal. Fenningham, Stevens & Dempster LLP filed motion 3-15-12 to dismiss Plaintiff's Amended Complaint. Schneller filed 2nd Amended Complaint. Judge granted Defendant's Preliminary Objections dismissing 2nd Amended Complaint. On 7-27-12 Schneller filed a Rule 9011 Motion for Sanction and a Motion for Reconsideration with bankruptcy court. Willkie Farr to respond. On 7-31-12 Schneller filed Motion for Reconsideration in Delaware Court of Common Pleas. Delaware Court issued order 8/16/12 denying Schneller's motion for reconsideration. Awaiting judge's decision in New York court. Schneller recently filed an Affidavit in Support of his motion for reconsideration in New York. The Court has been notified of the Company's Chapter 11 filing and placed this matter on the suspended docket.

	Property	Name of Matter	Date Notified	Type of Case	Description/Status
4.	Kingston Daily Freeman or Journal Register East, Inc.	Davis, Donna	4/5/11	General Liability	Auto accident that took place 11/16/10 with Kingston driver, Edmund Getz. Attorney submitted responses to plaintiffs Demand for Bill of Particulars and combined discovery demands. Plaintiff has pre-existing conditions that she claims were exacerbated by the accident. Settlement expected. Court scheduled mandatory settlement conference for 4/26/12. Authorization granted to settle for \$31,500. Authorized to settle - Plaintiff currently seeking \$75,000.
5.	Kingston Daily Freeman or Journal Register East, Inc.	Mercer, Arthur	8/3/11	Publisher's Liability	Arthur Mercer, currently incarcerated for drug charges, filed defamation complaint against paper and publisher. Paper published article regarding his arrest on drug charges but he claims drugs were planted on him therefore article is defamatory. NY attorney working with Fenningham, Stevens & Dempster LLP answered complaint and will file motion to dismiss based upon statute of limitations. Plaintiff opposed and the defendant learned there was a second police blotter published within statute of limitations. Attorney for defense to withdraw motion, answer the complaint and conduct discovery. The Court has been notified of the Company's Chapter 11 filing and placed this matter on the suspended docket.

	Property	Name of Matter	Date Notified	Type of Case	Description/Status
6.	Lansdale The Reporter or The Goodson Holding Company	Kaisla, Marja v. Lansdale et al	9/14/2010	Publisher's Liability	Plaintiff filed Claim against The Reporter of defamation related to her termination as a Director for the Lansdale Center for the Performing Arts. \$250,000 demand. Partial settlement for JRC not likely. Lawsuit Analysis prepared by attorney available. Moving towards trial. The Court has been notified of the Company's Chapter 11 filing and placed this matter on the suspended docket.
7.	Main Line Media or Journal Register East, Inc.	Riley, Thomas	6/21/2012	Publisher's Liability	Plaintiff filed complaint against Philadelphia Media Inc. and Journal Register Company ("JRC") for defamation related to an article written by the Inquirer and re-published by Main Line Media News ("MLM") claiming defamation. The article written by the Inquirer refers to a wrongful termination suit by former employees of the Pennsylvania Convention Center of which Plaintiff formerly held the position of Chairman. Mr. Riley is not a named defendant in the wrongful termination suit but claims the article written by Inquirer and re-published by MLM raises allegation that he directed legal fees to his law firm. JRC filed Preliminary Objections and Plaintiff responded to JRC's PO's as of August 7, 2012. The Court has been notified of the Company's Chapter 11 filing and placed this matter on the suspended docket.

	Property	Name of Matter	Date Notified	Type of Case	Description/Status
8.	New Haven Register or Journal Register East, Inc.	Rivera, Herberito v, NHR	3/11/2011	General Liability	Lawsuit submitted to Superior Court State of New Haven regarding injuries from a fall on New Haven Register property. GL claim- Travelers assigns attorney to process. Plaintiff made \$36,000 demand which was rejected by Travelers based on fact company had no prior knowledge of hole and plaintiff has no proof of any prior knowledge by company. Most likely go to trial March 2013. The Court has been notified of the Company's Chapter 11 filing and placed this matter on the suspended docket.
9.	New Haven Register or Journal Register East, Inc.	Cepeda, Joel v. NHR & Charles Davis (driver)	2/4/2011	General Liability	Motor vehicle accident. GL claim – Travelers assigns attorney to process.
10.	New Haven Register or Journal Register East, Inc.	Antar, Theodora v. NHR Gagliardi, Ralph v. NHR	11/2/2011 12/21/2011	General Liability	Two claims, one from Driver and one from passenger involved in motor vehicle accident with NHR driver Richard Fowler in March 2009. Defendants have completed interrogatories. Report on Answers to Interrogatories, responses to request for production and medical reports received. Depositions in the Antar matter have been scheduled for October 18, 2012. The Court has been notified of the Company's Chapter 11 filing and placed this matter on the suspended docket.

	Property	Name of Matter	Date Notified	Type of Case	Description/Status
11.	New Haven Register or Journal Register East, Inc.	Gibson, David	3/19/2012	Publisher's Liability	Received a letter from an attorney representing David Gibson claiming slander. NHR published a picture of Mr. Gibson but identified him as an attorney on trial for assault with a motor vehicle. Turned over to insurance. Assigned John Walsh as counsel. Walsh spoke to Gibson's attorney in May 2012.
12.	New Haven Register or Journal Register East, Inc.	Orjuela, William	6/11/2007	Worker's Comp	<p>On 5/27/07 Plaintiff filed claim against NHR after falling on snow in parking lot while performing work on our property for M&O Company. In 2009, Claim was permanently barred by bankruptcy court against company. Plaintiff allowed to proceed with litigation to recover insurance proceeds. Plaintiff must reimburse company for any costs or expenses including the self-insured retention under the applicable insurance policy. Court has scheduled a Trial Management Conference for May 6, 2013.</p> <p>This case was originally barred with the 2009 bankruptcy filing. The stay was lifted and the plaintiff was allowed to pursue litigation to recover insurance proceeds. Plaintiff must reimburse company for any costs or expenses including self-insured retention.</p>

	Property	Name of Matter	Date Notified	Type of Case	Description/Status
13.	Norristown (Times Herald) or Journal Register East, Inc.	Macrina, Paula	10/6/2011	Publisher's Liability	Received certified letter from counsel for Macrina alleging defamation and invasion of privacy from articles published 5/28/11 and 6/1/11. 5/28/11 article stated Ms. Macrina was charged with false reports to police and drug violations from a 11/27/10 incident after lab confirmed white powdery substance was heroin. 6/1/11 article contained a correction stating that Paula Macrina was incorrectly identified in the 5/28/11 article and identified her as the arrested person's sister which is true. Demand was made for \$63,300 plus attorneys fees. Defendant counter offered and entered into that certain Tolling Agreement dated as of May 9, 2012 by and between Paula Macrina and Journal Register East, Inc. t/a <i>Times Herald</i> . The Court has been notified of the Company's Chapter 11 filing and placed this matter on the suspended docket.
14.	Oakland Press or Great Lakes Media, Inc.	Zbiciak, Nick	1/13/2012	EEOC	EEOC complaint of age discrimination. Claimant applied for internal job posting. A younger candidate was selected and claimant was subsequently included in an RIF in Aug. 2011. EEOC conducted an investigation and charges dismissed July 2012.
15.	Oakland Press or Great Lakes Media, Inc.	LaBarge, Mark	2/14/2012	General Liability	Independent contractor, Mark LaBarge, tripped and fell on a loading dock plate while loading newspapers. He is seeking in excess of \$25,000 and continues to work for the Oakland Press as an Independent Contractor. Interrogatories were sent to Plaintiff 3/21/12.

	Property	Name of Matter	Date Notified	Type of Case	Description/Status
16.	Oakland Press or Great Lakes Media, Inc.	Semma, Jonathan	4/20/2011	Publisher's Liability	On April 20, 2011, Oakland Press received a demand letter for a retraction of an article published 4/14/11. The article referred to a marijuana police raid with the involvement of a person named Johni Semma. Defendant published a photo with the article of a Johnny Semma allegedly taken from his Facebook page. Defendant printed a retraction/apology. No further contact until June 29, 2012 when Plaintiff filed suit seeking damages arising out of the erroneous publication of his photo. Defendant filed a Motion for Summary Disposition based on statute-of-limitations and Plaintiff's failure to meet pleading standard of false-light invasion of privacy claims. Court dismissed with prejudice on August 27, 2012.
17.	Oakland Press or Great Lakes Media, Inc.	Flees, Barry	10/23/12	EEOC	EEOC complaint of discrimination under Title VII of the Civil Rights Act. Employee registered a complaint of sexual harassment against another employee and asserts that he was then treated differently by his management as it relates to his job assignment and level of supervision. Investigation is complete. There is no evidence of sexual or any other form of harassment.

	Property	Name of Matter	Date Notified	Type of Case	Description/Status
18.	Saratoga (The Saratogian) or Journal Register East, Inc.	Gibeault, Linda		Employment Practice Liability	Filed age discrimination complaint on April 5, 2010 with NY Division of Human Rights ("DHR") (administrative complaint with no amount of demand). Defendant responded to complaint. DHR provided defendant with claimant's subsequent response. DHR dismissed based on bankruptcy order. Plaintiff permitted to appeal once bankruptcy case is closed. Bankruptcy case closed February 14, 2011. No appeal filed to date.
19.	Digital First Media, Inc.	Lackner, Zelda	6/26/2012	Class Action	Plaintiff filed class action complaint in California against DFM for violations of the Credit Card Accountability & Disclosure Act & Electronic Funds Transfer Act, Unfair Competition Laws, False Advertising Law, Consumer Legal Remedies Act and Unjust Enrichment as a result of a promotion, "Daily Deals", whereby coupons or gift cards with expiration dates were given to consumers. Our counsel filed motion to dismiss. Plaintiff's counsel has been notified of the Chapter 11 filing.
20.	Journal Register Company	State Farm Mutual Automobile Insurance Company	9/13/2012	General Liability	Received complaint against the company claiming the JRC employee benefits plan should be primary provider of medical benefits and should have provided care for employee injured in an automobile accident.
21.	Journal Register Company Employee Benefits Plan	State Farm Mutual Automobile Insurance Company	9/14/12	General Liability	Received complaint against the company claiming the JRC employee benefits plan should be primary provider of medical benefits and should have provided care for employee injured in an automobile accident.

	Property	Name of Matter	Date Notified	Type of Case	Description/Status
22.	Journal Register Company	Internet Media Interactive Corporation	9/24/2012	Patent Infringement	Plaintiff claims patent infringement through JRC's job search system in conjunction with Monster.com. Stayed by 2012 bankruptcy.

23. Open Insured Claims

Type	Policy Year	Claimant	State	Accident Date	Description
AL	10/1/2008 *	DAVIS, CHARLES	CT	03/22/2009	IV WAS DRIVING ON RTE 80 AT EASTERN ST, HIT BY OV ON RIGHT REAR & SIDE. OV ROLLED OVER.
GL	10/1/2005 *	ORJUELA, WILLIAM	CT	01/19/2006	CLAIMANT MOVING SHEET METAL FROM PARKING LOT AND SLIPPED ON ICE AND SNOW, FELL AND BROKE HIS WRIST
GL	10/1/2008 *	RIVERA, HERIBERTO	CT	08/17/2009	A PERSON WAS WALKING ACROSS LAWN AND STEPPED INTO A HOLE AND WAS INJURED.
WC	3/1/2001 *	DIESI, PHILIP	CT	02/28/2002	299B CUMULATIVE TRAUMA/REPETITIVE USE
WC	3/1/2001 *	KENNEDY, JERILYN	NY	08/22/2001	EMPLOYEE BENT OVER TO GATHER INSERTS/HURT LOWER BACK/PAIN IN LOWER BACK AND NECK IW 518-274-2176 MATTER ID 35824
WC	10/1/2004 *	BUSHEY, MARY	NY	09/15/2005	NEGATIVE C-2: EMPLOYER'S FIRST NOTICE OF THIS ALLEGED LOW BACK STRAIN INJURY WAS ON 10/31/05 WHEN RECEIVED CALL FROM PROVIDER.
WC	10/1/2005 *	BAKER, JAMES	CT	04/11/2006	IW LIFTING OBJECTS, STRAINED RT SHOULDER
WC	10/1/2006 *	HUGHES, EDWARD	PA	03/18/2007	THE NEWSPAPER CART FELL ON THE IW WHILE HE WAS REMOVING IT FROM THE DELIVERY TRUCK. UNKNOWN BODY PARTS INJURED AT THIS TIME.
WC	10/1/2006 *	OWEN, CAROL, C	PA	10/11/2006	EMPLOYEE COMPLAINS OF JOINT AND MUSCULAR PAIN IN RIGHT THUMB AND HAND RADIATING UP THROUGH

Type	Policy Year	Claimant	State	Accident Date	Description
					FOREARM.
WC	10/1/2007 *	BAKER,JAMES	CT	12/21/2007	A BUNDLE GOT STUCK IN A MACHINE & THE I/W WAS TRYING TO UNSTICK IT WHEN HE STRAINED HIS LOW BACK & TAIL BONE
WC	10/1/2007 *	MOSES,JEFFREY,R	PA	06/03/2008	WHILE STACKING SKIDS, EMPLOYEE FELT PAIN IN RIGHT HAND FROM MIDDLE KNUCKLE TO WRIST.
WC	10/1/2007 *	MYERS,GLENN	CT	12/21/2007	IV WAS TRAVELING NORTH STOP AT THE RED LIGHT WHEN THE IV WAS REAR ENDED
WC	10/1/2007 *	NICKELS,MARK	NY	12/05/2007	EE SLIPPED ON STAIRS AND FELL DOWN. EE INJURED BOTH SHOULDERS AND LOW BACK.
WC	10/1/2007 *	SIMMONS,HARLAND	MI	03/17/2008	IW WAS STACKING PAPERS AT TRUCK ; OTHER EMPLOYEE PULLING IN STRUCK IW CAUSING FRACTURE TO RT ANKLE
WC	10/1/2008 *	HAMMOND,EDWARD	NJ	10/16/2008	HIT BY CAR WHILE DELIVERING NEWSPAPERS, CAUSING INJURY TO LEFT SHOULDER, UPPER BACK AND LEFT KNEE.
WC	10/1/2008 *	TORRES,MIGUEL	CT	08/10/2009	IW WAS PULLING A PLATE OFF OF PRESS UNIT AND FELT PAIN IN RT SHOULDER
AL	10/1/2009 *	FOWLER,RICHARD	CT	12/24/2009	OV GOING THRU GREEN LIGHT AND IV WENT TO TURN IN GAS STATION IN FRONT OF IV
WC	10/1/2009 *	HOLODY,TOM	MI	10/18/2009	IW TAKING BUNDLES OFF THE CONVEYOR AND FELT PAIN IN LEFT SIDE HIP, DIAGNOSED WITH STRAIN OF LEFT HIP
WC	10/1/2009 *	MARTIN,WILLIAM	CT	03/26/2010	IE TRIPPED OVER THE CURB AND FRACTURED HIS RIGHT SHOULDER. ALSO DISLOCATED HIS SHOULDER.
WC	10/1/2009 *	STROUD,JAMES	PA	09/07/2010	IW WAS CARRING A BOX AND STRAINED HIS LEFT SHOULDER
WC	10/1/2009 *	TURNER,DARRELL	CT	12/31/2009	EE WAS LIFTING BUNDLES OUT OF THE TRUCK AND

Type	Policy Year	Claimant	State	Accident Date	Description
					STRAINED THE LOWER BACK.
AL	10/1/2010 *	GETZ,EDMOND	NY	11/16/2010	QUESTION OF LIGHTS.
GL	10/1/2010 *	LABARGE,MARK	MI	01/22/2011	CLMT ALLEGES HE STEPPED ON AN UNSECURED LOADING DOCK PLATE THAT CAUSED HIM TO FALL TO THE GROUND AND SUFFER SEVERE, PERMANENT INJURIES.
WC	10/1/2010 *	BRUMSEY,JAHAD	CT	09/21/2011	IW WAS LIFTING POST OFFICE BAGS AND FELT A POP IN GROIN AREA
WC	10/1/2010 *	CAMPBELL,GUY	MI	05/01/2011	IW WAS PULLING A BUNDLE OF PAPERS WHICH WERE CAUGHT ON GATE OF VAN - IW FELT A POP IN L SHOULDER
WC	10/1/2010 *	CROOK,GARY,A	CT	03/10/2011	IW PUT PLATES ON PRESS REPETITIVE JOB TURNING, OVERTIME FELT PAIN IN SHOULDER AND GETTING WORSE. WENT TO DR FOR ROUTINE PHYSICAL HE STATED ROTATOR CUFF, OR TENDONITIS IN RT SHOULDER
WC	10/1/2010 *	ECKMAN,HATTIE,K	PA	05/25/2011	AFTER LEAVING MEETING WITH ADVERTISER, TRAVELLING EAST ON 73 WHEN I STRUCK A VEHICLE WHICH HAD RUN A STOP SIGN. BOLTH VEHICLES WERE DETERMINED TO BE 'TOTALLED'. I SUSTAINED NUMEROUS INJURIES FOR WHICH I WAS TREATED AT PMMC
WC	10/1/2010 *	HILLS,JAMES	PA	02/03/2011	EE WAS PUTTING PAPERS IN BOX AND FELL ON ICE,STRUCK RIGHT KNEE, RIGHT ELBOW AND LEFT HAND ON GROUND
WC	10/1/2010 *	HVIZDAK,PETER	CT	07/29/2011	EE WAS DRIVING HIS PERSONAL VEHICLE ON COMPANY BUSINESS WHEN HE WAS REARENDED BY ANOTHER VEHICLE, RESULTING IN UNSPECIFIED INJURIES TO HIS BACK AND NECK.

Type	Policy Year	Claimant	State	Accident Date	Description
WC	10/1/2010 *	SOLOMON,DAVID	CT	08/06/2011	FATALITY; IW WAS INVOLVED IN A VEH ACCIDENT.
WC	10/1/2010 *	WHITE,KEVIN	MI	09/15/2011	IE WAS PICKING UP A GAP PLATE TRIPPED ON THE BACK OF TRUCK ON THE INSIDE AND PLATE FELL ONTOP OF THE IE
AL	10/1/2011 *	WILLIAMS,JOHN	PA	02/29/2012	EE VEHICLE (TRUCK) IN RIGHT LANE WAS CUT OFF BY CAR FROM LEFT LANE - CAR HIT TRUCK
WC	10/1/2011 *	BAIZE,TIMOTHY,A	MI	11/14/2011	IW FELL BACK INTO A ROLL SLIDE PIT.
WC	10/1/2011 *	CAIN,WILLIAM,B	PA	01/31/2012	IE TRIPPED GOING UP STEPS. TWISTED FOOT AND SUSTAINED FRACTURE.
WC	10/1/2011 *	CHELL,LISA	NJ	05/21/2012	IW STEPPED FROM ENTRANCE RUG TO TILE FLOOR, SLIPPED AND FELL LANDING ON KNEES, ALSO INJ RIGHT ARM, BOTH KNEES AND BACK.
WC	10/1/2011 *	DREIBELBIS ALAN	PA	06/14/2012	WHEN IW WAS HANGING PLATES, HIS R THUMB BECAME SWOLLEN.
WC	10/1/2011 *	FLORA MICHAEL	NY	06/06/2012	EMPLOYEE INJURED HIS RIGHT THUMB AND POINTER FINGER IN THE PRESS.
WC	10/1/2011 *	FOLEY,EDWARD	PA	03/13/2012	EMPLOYEE WAS HIT BY ANOTHER VEHICLE FROM BEHIND WHILE RETURNING FROM SALES CALL.
WC	10/1/2011 *	HVIZDAK,PETER	CT	03/28/2012	IW WAS DRIVING TO AN ASSIGNMENT WHEN A VEHICLE REAR ENDED THE VEHICLE IW WAS DRIVING- NECK & BACK WERE INJURED
WC	10/1/2011 *	JOHNSTON,PATRICIA	PA	01/13/2012	IW FELL DOWN THE OUTSIDE STEPS. IW HAD SURGERY ON HER ELBOW AND THE IW HIT HER HEAD
WC	10/1/2011 *	PRICE,DANIEL	CT	01/27/2012	IE WAS GETTING A ROLL OF NEWS PRINT AND WAS FACING THE OPPOSITE END AND DID NOTICED A ROLL WAS COMING DOWN WHICH PIN THE IE BETWEEN TWO NEWS PRINT ROLLS
WC	10/1/2011 *	RASNAKE,JANICE	MI	04/01/2012	IW MOVING A BUNDLE IN BACK OF HER VAN, INJURED LEFT SHOULDER ROTATOR

Type	Policy Year	Claimant	State	Accident Date	Description
					CUFF
WC	10/1/2011 *	TERRACE, MICHAEL	CT	12/07/2011	IE UNLOADING MATERIAL & FELL BETWEEN END OF TRUCK & THE LOADING DOCK ENTERANCE
AL	10/1/2010	FUERMAN, NEIL	PA	09/07/2011	WHILE STOPPED AT TRAFFIC LIGHT, OTHER VEHICLE HIT RIGHT REAR BUMPER
WC	10/1/2005	DIESI, PHILIP, M.	CT	6/27/2006	IE IS COMPLAINING OF SHOULDER INJURY FROM REPETITIVE JOB FUNCTIONS.
WC	10/1/2005	SUFFREDINI, SANDRA	CT	7/19/2006	EE WAS HIT BY ROLL OF PLASTIC WRAP THAT FELL. EE HAS CONTUSION TO UPPER LIP AND STRAIN TO NECK.
WC	10/1/2011	BIKOSSKY, KIM	NY	8/7/2012	IW WAS WRAPPING A PALLET AND STARTING TO PULL IT AND PULLED SOMETHING IN HER BACK.
WC	10/1/2011	BISCEGLIE, JOHN	PA	7/10/2012	IW WAS TRYING TO REACH BAILER AND WAS LAYING ON HIS LEFT SIDE. IW STRAINED RIBS.
WC	10/1/2011	DAYNE, TERRY, L.	MI	8/30/2012	PER INSD- EMPLOYEE WAS WALKING UP TO BUILDING AND FELL.
WC	10/1/2011	DEHUFF, JENNY	PA	8/27/2012	EE HAD SEIZURE THEN EE STRUCK HEAD WHILE FALLING DOWN.
WC	10/1/2011	DEHUFF, JENNY	PA	7/19/2012	IW WAS WORKING AT THE COURTHOUSE AND SUFFERED SOME TYPE OF SEIZURE, WHEN SHE FELL SHE GOT A CUT ON ONE OF HER LEGS.
WC	10/1/2011	SARNECKY, DIANE	MI	9/6/2012	HAS MISSED SEVERAL DAYS OF WORK SINCE DEC DUE TO SIGNIFICANT ASTHMA CAUSED BY BLACK AIR VENTS.
WC	10/1/2011	DOBEK, DONNA	MI	8/9/2012	IW WAS STOPPED AT REDLIGHT AND WAS R/E BY OV, IW INJS DIAGNOSED WITH LOW BACK STRAIN S/P NA, VRFY INJ DTLS.
WC	10/1/2011	FRIEDLANDER, HARRIS	CT	9/13/2012	EE WAS PUTTING THE BAR INSIDE THE BOX TRUCK, THE BAR CAME DOWN AND PINCH THE EE RIGHT MIDDLE FINGER.

Type	Policy Year	Claimant	State	Accident Date	Description
WC	10/1/2011	HEYSER, ALLISON	MI	7/19/2012	IW WAS AT THE FAMILY DOLLAR WALKING TO HER VAN AND STEPPED ON A ROCK WITH L FOOT GRAB THE DOOR WITH HER R ARM PULL R SHOULDER CAUSING INJURIES TO HER R SHOULDER AND FOOT.
WC	10/1/2011	HOLLOWAY, WILLIAM	PA	9/2/2012	WHILE MOVING CARTS OF PAPERS, EMPLOYEE FELT SOMETHING 'PULL' IN RIGHT KNEE.
WC	10/1/2011	IMPARATO, PATRICIA	PA	7/20/2012	EE WAS MOVING TRASH CANS AND HURT KNEE.
WC	10/1/2011	STANKOMARROQUIN, ROSE	MI	7/26/2012	IW WAS GETTING OUT OF VAN, LOST BALANCE, GRABBED STEERING WHEEL, AND BENT FINGERS BACK ON RIGHT HAND.
WC	10/1/2011	TEETS, DEBBIE	MI	3/8/2012	IW REPORTS NUMBING, TINGLING, AND PAIN IN BOTH HANDS AND RT SHOULDER.
WC	10/1/2011	TORRANCE, DIANE	MI	12/3/2011	IW SUSTAINED A DOG BITE TO RIGHT KNEE AND ANKLE SPRAIN AND ABRASIONS PLEASE VERIFY.
WC	10/1/2011	WILLIAMS, DAVID A.	MI	6/10/2012	IW WAS UNWRAPPING STOCK AND STEPPED OFF SKID ONTO PAPER AND ROLLED ANKLE.

24. The matters set forth on Schedules 4.9(b) and 4.9(c) are hereby incorporated herein by reference.

List of judgments, injunctions, orders, writs, and decrees and settlement agreements relating to the Acquired Assets:

25. Any orders, decrees, injunctions, judgments or private settlement contracts relating to labor or employment matters entered in the ordinary course of business of JRC and its Subsidiaries that are not, in the aggregate, material.
26. Stipulation and Agreed Order Regarding Certain Claims of the State of Connecticut Department of Revenue Services, dated August 6, 2009.

Annex I – Employees

See attached.

PROPERTY	NAME	2012 Bonus Potential	Employee Type	HIRE_DT	STD_HOURS	HOURLY_RT
Corporate Executives	Bairstow,Jeffrey J	\$ 675,000	Salaried	03/01/2010	40.00	324.52
Corporate Executives	Brady,James M	\$ 204,000	Salaried	08/11/2011	40.00	163.46
Corporate Executives	Duran,Arturo	\$ 240,000	Salaried	08/02/2010	40.00	192.31
Corporate Executives	Higginson,William J.	\$ 255,000	Salaried	09/01/1986	40.00	204.33
Corporate Executives	Kuritzkes,Michael S	\$ 330,000	Salaried	04/16/2012	40.00	264.42
Corporate Executives	Mason,Bobby L	\$ 120,000	Salaried	07/12/2010	40.00	144.23
Corporate Executives	Miller,Joseph M	\$ 100,000	Salaried	08/29/2011	40.00	120.19
Corporate Executives	Monteleone,Robert T	\$ 130,000	Salaried	07/28/2010	40.00	156.25
Corporate Executives	Paton,John	\$ 900,000	Salaried	02/01/2010	40.00	432.69
Corporate Executives	Struening,Gary R.	\$ 56,250	Salaried	03/18/2005	40.00	108.17
Corporate	Abt,Claire A		Salaried	07/29/2010	40.00	36.01
Corporate	Addison,Marisol		Hourly	10/04/2010	40.00	19.23
Corporate	Alexander III,Marcellus W		Salaried	12/05/2011	40.00	19.23
Corporate	Amba,Yagna N		Salaried	09/08/2009	40.00	50.48
Corporate	Auld,Kevin L		Salaried	11/21/2011	40.00	36.06
Corporate	Ballerino,Fernando	\$ 21,600	Salaried	12/06/2010	40.00	69.23
Corporate	Baylon,Jacqueline E		Salaried	10/01/2012	40.00	28.85
Corporate	Beals,Kimberly A	\$ 15,000	Salaried	09/30/2010	40.00	48.08
Corporate	Beck,Jaleel S		Salaried	05/04/2010	40.00	26.44
Corporate	Beckwith,Ryan T		Salaried	08/06/2012	40.00	53.85
Corporate	Bell,Robert D		Salaried	09/26/2005	40.00	37.45
Corporate	Binckes,Jeremy A		Salaried	03/01/2012	40.00	24.04
Corporate	Bliss,Darlene J.		Salaried	12/08/2003	40.00	21.63
Corporate	Bonett,Robert E		Salaried	09/24/2012	40.00	37.50
Corporate	Boyle,Pauline E		Salaried	05/22/2006	40.00	37.02
Corporate	Boyle,Ryan M		Hourly	08/22/2011	40.00	24.04
Corporate	Burdiak,Tatiana J		Salaried	11/12/2007	40.00	37.26
Corporate	Bustamante,Peggy L		Salaried	11/19/2012	40.00	37.02
Corporate	Buttry,Stephen A		Salaried	05/23/2011	40.00	92.55
Corporate	Cain,Jermaine A		Salaried	10/24/2005	40.00	20.40
Corporate	Campbell,Nancy L.		Salaried	02/02/1987	40.00	33.65
Corporate	Carter,Angela D.		Salaried	10/02/1995	40.00	24.04
Corporate	Chopra,Neelam		Salaried	11/06/2001	40.00	42.19
Corporate	Cochran,Laura M		Salaried	09/10/2012	40.00	52.88
Corporate	Cooper,Jonathan E	\$ 60,000	Salaried	06/01/1998	40.00	96.15
Corporate	Corones,Michael J		Salaried	10/22/2012	40.00	38.46

Corporate	Dooner, Mary A		Salaried	12/21/2010	40.00	34.38
Corporate	Edwards, Aaron M		Salaried	09/26/2012	40.00	24.04
Corporate	Escobar, Linda M		Salaried	11/29/2010	40.00	48.08
Corporate	Esquivel, Maria A		Salaried	11/14/2011	40.00	40.87
Corporate	Fales, John G		Salaried	10/29/2012	40.00	62.50
Corporate	Fibison, Michael D		Salaried	09/04/2012	40.00	79.33
Corporate	Fields, Jason B		Salaried	09/05/2012	40.00	43.27
Corporate	Gaval, Claire A	\$ 15,750	Salaried	11/29/2010	40.00	50.48
Corporate	Georgi, Brian		Salaried	03/14/2012	40.00	96.15
Corporate	German, Daniel M	\$ 26,000	Salaried	10/18/2010	40.00	62.50
Corporate	Goodman, Anthony		Salaried	11/08/2010	40.00	31.25
Corporate	Gorham, Zakaila C		Hourly	08/15/2012	40.00	19.23
Corporate	Greene, Michael J		Salaried	05/18/2011	40.00	38.46
Corporate	Grisafi, Matthew A.		Salaried	05/14/2001	40.00	26.44
Corporate	Hagerty, Vaughn C		Salaried	10/01/2012	40.00	33.65
Corporate	Heath, Alan W		Salaried	03/24/2008	40.00	26.44
Corporate	Hedgepeth, Terrance M		Salaried	12/01/2010	40.00	19.23
Corporate	Hlahol, Helen	\$ 26,250	Salaried	06/22/2009	40.00	50.48
Corporate	Hollows, Bruce R.	\$ 41,250	Salaried	02/01/1999	40.00	79.33
Corporate	Hopkins, Christopher D		Salaried	10/15/2012	40.00	32.21
Corporate	Hsu, Nelson		Salaried	11/19/2012	40.00	56.73
Corporate	Hughes, Roy R.		Hourly	09/04/2001	40.00	31.45
Corporate	Hutkin, Christine G		Salaried	06/13/2011	40.00	33.65
Corporate	Jenkins, Mandy M		Salaried	02/21/2012	40.00	40.87
Corporate	Kamrad, Lauren M		Hourly	11/21/2011	40.00	24.04
Corporate	Kedzierski, Kathleen A		Hourly	12/05/2012	40.00	24.04
Corporate	Kicinski, Gary T		Salaried	09/26/2012	40.00	48.08
Corporate	Krivosheyff, John W	\$ 18,231	Salaried	07/24/2006	40.00	58.43
Corporate	Lad, Kaushikkumar		Salaried	04/14/2003	40.00	45.55
Corporate	LaFrance Jordan, Adrienne K		Salaried	10/24/2012	40.00	38.46
Corporate	Leeper, Deana		Salaried	02/05/2001	40.00	23.08
Corporate	Lehman, Matthew A		Salaried	02/14/2011	40.00	28.85
Corporate	Leow, Yvonne T		Salaried	09/10/2012	40.00	40.87
Corporate	Leshner, Meredith		Hourly	02/26/1996	40.00	19.71
Corporate	Levey, Lois		Hourly	10/08/2003	30.00	36.50
Corporate	Lewis, Mark A		Salaried	07/06/2009	40.00	33.65
Corporate	Logan, Jeffrey A		Salaried	04/11/2011	40.00	26.44

Corporate	Manan,Sobeida G		Hourly	05/16/2011	37.50	33.33
Corporate	Mannino,Claudio		Salaried	08/17/2004	40.00	31.68
Corporate	Manoff,Morgan C		Salaried	01/25/2010	40.00	36.06
Corporate	March,Christopher B		Salaried	08/29/2007	40.00	28.85
Corporate	McGarrigle,Kathryn S		Hourly	11/14/2011	40.00	21.63
Corporate	McGarrity,Lauren B		Salaried	10/03/2012	40.00	33.65
Corporate	McNamara,Brian T.		Salaried	02/01/1982	40.00	34.71
Corporate	Meagher,Thomas F		Salaried	08/30/2012	40.00	45.67
Corporate	Medina,Damaris		Hourly	05/24/2004	40.00	26.44
Corporate	Metz,Kelly A		Salaried	11/02/2009	40.00	16.83
Corporate	Mitchell,James F		Salaried	09/27/2005	40.00	44.42
Corporate	Obermeit,Tamara L		Hourly	06/18/2012	40.00	18.75
Corporate	Pangaldi,Nancy R		Hourly	11/27/2007	25.00	15.00
Corporate	Pearsall,Judy C.		Salaried	06/10/2002	40.00	27.30
Corporate	Peters,Daniel A		Salaried	01/10/2011	40.00	46.63
Corporate	Pierantozzi,Erica		Salaried	04/18/2011	40.00	57.69
Corporate	Rhinehart,Mitchell A		Salaried	10/01/2012	40.00	37.02
Corporate	Rios,Gustavo A	\$ 29,700	Salaried	09/01/2010	40.00	95.19
Corporate	Rivera,Amarilys		Hourly	07/14/2009	40.00	17.00
Corporate	Rodeawald,Patricia M	\$ 52,500	Salaried	01/03/2011	40.00	84.13
Corporate	Sarcia,Adam D		Salaried	08/16/2010	40.00	36.06
Corporate	Scalcione,Elizabeth	\$ 15,000	Salaried	05/24/2005	40.00	48.08
Corporate	Scandale,Francis J	\$ 44,000	Salaried	02/21/2012	40.00	105.77
Corporate	Scott,Sheldon		Salaried	09/15/2008	40.00	50.48
Corporate	Sharma,Kamal P		Salaried	05/31/2011	40.00	43.27
Corporate	Shaver Jr,Robert D		Salaried	10/24/2012	40.00	24.04
Corporate	Shorter,Dan E		Salaried	11/26/2012	40.00	96.15
Corporate	Spiro,Bruce D	\$ 24,806	Salaried	07/12/2007	40.00	79.51
Corporate	Stoecker,Dawn L		Salaried	02/26/2008	40.00	21.63
Corporate	Stuart,Richard C	\$ 22,500	Salaried	07/02/2007	40.00	72.12
Corporate	Szal,Lisa A		Salaried	08/22/2011	40.00	62.50
Corporate	Taylor,Tshaka L		Hourly	06/08/2009	40.00	20.67
Corporate	Terenzio,Matthew		Salaried	01/16/2012	40.00	42.31
Corporate	Thompson,Mary Ann J		Hourly	07/30/2012	23.75	12.00
Corporate	Thoms,Kimberly A		Hourly	11/01/2010	40.00	19.23
Corporate	Tomlin Carter,Robyn		Salaried	07/09/2012	40.00	96.15
Corporate	Topel,Michael A	\$ 11,000	Salaried	12/01/2011	40.00	52.88

Corporate	Troyer, Kenji M		Salaried	11/05/2012	40.00	30.05
Corporate	Turko, Michael A		Salaried	06/28/2010	40.00	26.44
Corporate	Vales, Brigido		Salaried	04/13/2005	40.00	36.56
Corporate	Wakeley, Joann		Salaried	09/06/2002	40.00	35.10
Corporate	Walker, George H		Salaried	11/05/2012	40.00	40.87
Corporate	Wallberg, Randi K		Salaried	11/28/2011	40.00	38.46
Corporate	Westfall, Julie B		Salaried	07/30/2012	40.00	41.83
Corporate	Workman, Karen R		Salaried	06/01/2004	40.00	18.27
Corporate	Yang, Hyuk J		Salaried	07/02/2012	40.00	48.08
Journal Register Supply	Dvorchak, Cynthia		Hourly	01/27/2005	25.00	11.76
Journal Register Supply	Flatt, Sharon		Salaried	03/16/1998	40.00	22.84
Journal Register Supply	Ulloa, Jr, Victor M		Salaried	02/28/2011	40.00	24.86
The Record	Abel, Carol M		Hourly	07/15/1987	40.00	9.64
The Record	Amato, Laura		Hourly	08/30/2011	40.00	10.65
The Record	Austin, Deion E		Hourly	09/09/2010	40.00	7.25
The Record	Bandos, Deborah		Hourly	08/20/2012	20.00	7.25
The Record	Barajas, Ricardo		Hourly	10/01/2012	20.00	7.25
The Record	Beam, Andrew		Hourly	11/15/2011	40.00	10.65
The Record	Beck, Debra A.		Hourly	10/27/2003	40.00	12.50
The Record	Benjamin, Ian		Hourly	08/01/2012	40.00	10.65
The Record	Bidwell, David C		Salaried	07/23/2009	40.00	13.75
The Record	Blanchette, Peter		Hourly	09/26/2011	40.00	21.64
The Record	Bouchard, Adrian		Hourly	12/20/2011	30.00	7.25
The Record	Cancilla, Kayla		Hourly	08/26/2012	20.00	7.25
The Record	Caprood, Thomas		Salaried	12/10/2007	40.00	12.50
The Record	Carras, James S		Hourly	11/19/1978	40.00	18.00
The Record	Chasney, Susan B		Hourly	08/24/1987	40.00	11.98
The Record	Collier, James W	\$ 9,750	Salaried	12/08/2009	40.00	31.25
The Record	Connors, Timothy A		Hourly	07/09/1978	36.25	18.97
The Record	Couch, Jeffrey A		Hourly	08/01/2000	25.00	10.02
The Record	Elden, Paul M		Hourly	10/02/1985	40.00	12.79
The Record	Eppelmann, Rebecca S		Hourly	03/02/2010	40.00	12.48
The Record	Fernandez, Alex		Hourly	07/24/2012	20.00	7.25
The Record	Flora, Michael E.		Hourly	10/01/2001	36.25	18.97
The Record	Franco, James		Salaried	05/14/1998	40.00	19.23
The Record	Furman, Francis M		Salaried	09/09/1987	40.00	20.47
The Record	Garcia, Miguel A		Hourly	05/27/2008	20.00	7.25

The Record	Gilbert, Kevin L		Hourly	09/29/1997	40.00	9.19
The Record	Golas, Kimberly		Hourly	09/10/2012	20.00	7.25
The Record	Hernandez Torres, Lazaro		Hourly	10/29/2012	20.00	7.25
The Record	Hoerner, Gary		Hourly	01/25/2006	36.25	18.97
The Record	Holmes, Willie		Hourly	02/28/2006	20.00	7.25
The Record	Howard, Rasheed		Hourly	07/21/2012	20.00	7.25
The Record	Jones, Shaniqua		Hourly	10/02/2012	20.00	7.25
The Record	Joslin, George T		Hourly	01/22/2011	37.50	18.97
The Record	Kern, John A		Hourly	06/04/1985	40.00	10.07
The Record	LaPrade, Konrad		Salaried	07/25/2011	40.00	48.08
The Record	Lennon, Sean M		Hourly	01/30/2006	20.00	8.00
The Record	Lewis, Lisa Robert	\$ 10,873	Salaried	06/15/1976	40.00	34.85
The Record	MacGillfrey, Kimberly		Hourly	08/11/2012	20.00	7.25
The Record	Marro, David		Hourly	04/15/1983	36.25	18.97
The Record	Martin, Timothy R.		Salaried	12/06/2002	40.00	14.76
The Record	Mayben, James		Hourly	09/19/2012	20.00	7.25
The Record	Mc Omber, Robert J		Hourly	08/04/1990	36.25	18.97
The Record	McMahon, M P		Salaried	05/27/1976	40.00	24.91
The Record	Moran, Kevin P		Salaried	03/25/1987	40.00	22.71
The Record	Nosek, Theresa		Hourly	08/07/2012	20.00	7.25
The Record	Ortiz, Carmen		Hourly	11/05/2012	20.00	7.25
The Record	Pobran, Randall J	\$ 9,791	Salaried	12/27/1983	40.00	31.38
The Record	Rehman, Naeem		Hourly	12/12/2012	20.00	7.25
The Record	Reid, Ramona		Hourly	12/23/2005	40.00	7.36
The Record	Richardson, Joann M		Hourly	09/08/2010	25.00	7.25
The Record	Rivera, Raymond		Hourly	04/17/2012	20.00	7.25
The Record	Santillo, Andrew		Hourly	09/11/2006	40.00	10.71
The Record	Sanzone, Danielle		Hourly	10/17/2005	40.00	10.40
The Record	Secor, Katelyn L		Hourly	04/04/2010	25.00	7.25
The Record	Sehl, Richard		Hourly	08/27/2012	20.00	7.25
The Record	Sherwood, Robert		Salaried	12/05/2011	40.00	26.44
The Record	Sweeney, Charles E		Hourly	12/18/2012	40.00	10.67
The Record	Tarnowski, Robert		Hourly	08/15/1985	36.25	18.97
The Record	Thompson, William M		Hourly	12/02/2010	25.00	7.25
The Record	Tilley, Gary J		Hourly	10/10/2010	25.00	7.25
The Record	Vu, John		Hourly	10/24/2012	20.00	7.25
The Record	Washington, Patricia		Hourly	05/01/2006	40.00	10.00

The Record	Weaver, Edward J		Hourly	09/26/1995	40.00	14.18
The Record	Webster-Kim, Lianne M		Hourly	06/22/2010	40.00	12.48
The Record	Wescott, Charles		Hourly	02/27/2001	36.25	18.97
The Record	Zakrzewski, Stacey L		Salaried	05/03/2010	40.00	10.63
The Saratogian	Anderson, Joseph S.		Salaried	02/24/2005	37.50	14.92
The Saratogian	Beck, Brea		Hourly	04/24/2008	37.50	8.00
The Saratogian	Bell, Donna J		Salaried	07/05/2006	37.50	17.61
The Saratogian	Bowers, Holly L		Hourly	12/10/2008	37.50	9.00
The Saratogian	Brown, Christopher		Salaried	06/09/2010	37.50	15.00
The Saratogian	Burke, Edward J.		Hourly	01/04/1988	37.50	16.10
The Saratogian	Campbell, Amy		Hourly	04/02/2012	37.50	10.20
The Saratogian	Castledine, Patricia Anne		Hourly	03/30/1993	37.50	10.28
The Saratogian	Champagne, Andrew		Hourly	06/19/2012	37.50	12.82
The Saratogian	Cignoli, Michael		Hourly	05/24/2011	37.50	11.60
The Saratogian	Constantine, Jason		Salaried	09/18/2006	37.50	9.60
The Saratogian	Cutkomp, Aubree		Salaried	03/28/2012	37.50	11.17
The Saratogian	DeMars, Elizabeth D		Salaried	07/17/2006	37.50	22.41
The Saratogian	Donohue, Emily A		Salaried	03/12/2009	37.50	14.96
The Saratogian	Fignar, Barbara C		Salaried	04/27/2009	37.50	21.54
The Saratogian	Grady, Jaclyn S		Salaried	07/11/2011	37.50	9.60
The Saratogian	Grey, Jennifer		Hourly	08/31/2012	37.50	10.67
The Saratogian	Griffith, Glenn P.		Hourly	07/06/2004	37.50	11.27
The Saratogian	Hayner, Ryan		Hourly	08/28/2012	37.50	11.73
The Saratogian	Hopkins, Sarah A		Salaried	09/17/2007	37.50	9.60
The Saratogian	Hudy, Stanley John		Hourly	03/07/1997	37.50	11.67
The Saratogian	Johnson, David		Hourly	05/26/2010	37.50	10.67
The Saratogian	Kelleher, John		Hourly	05/30/2012	20.00	9.00
The Saratogian	Kilbara, Louise A		Salaried	08/17/1970	37.50	17.86
The Saratogian	Kruger, Chelsea		Hourly	04/04/2011	37.50	10.67
The Saratogian	Loeb, Jacob		Salaried	02/08/2010	37.50	14.35
The Saratogian	Lombardo, Barbara Ann	\$ 9,829	Salaried	06/20/1977	37.50	33.60
The Saratogian	Maley, Christopher		Hourly	05/21/2012	20.00	8.00
The Saratogian	McCarty, Lucian		Hourly	10/28/2010	37.50	12.24
The Saratogian	Michaud, Tyler		Hourly	11/02/2011	20.00	8.00
The Saratogian	Miller, Erica L		Salaried	05/19/2008	37.50	15.37
The Saratogian	Morris, Caitlin		Hourly	08/13/2012	37.50	10.67
The Saratogian	O'Sullivan, Michael F.	\$ 24,000	Salaried	09/19/1994	37.50	61.54

The Saratogian	Pickus, Rhoda		Salaried	03/20/1989	37.50	19.02
The Saratogian	Post, Paul V.		Hourly	01/22/1996	37.50	12.81
The Saratogian	Quevillon, Stephany Gail		Salaried	08/19/2004	37.50	14.87
The Saratogian	Rocha, F. Joseph		Salaried	03/09/2009	37.50	17.33
The Saratogian	Schaal, Ashley F		Hourly	10/05/2006	37.50	8.00
The Saratogian	Scully, Shirley A		Hourly	01/14/2008	37.50	8.00
The Saratogian	Skiff, John		Salaried	04/16/2012	37.50	9.60
The Saratogian	Slusarczyk, David S.		Salaried	03/22/2004	37.50	9.83
The Saratogian	Stalter, Jennifer A.		Hourly	06/05/2006	37.50	9.38
The Saratogian	Stapleton, Scott		Salaried	07/24/2012	37.50	18.46
The Saratogian	Stirling, Lacey		Salaried	02/20/2012	37.50	9.60
The Saratogian	Tackett, Paul E		Salaried	11/23/2006	37.50	18.67
The Saratogian	Valden, Angela		Hourly	07/10/2006	37.50	10.67
The Saratogian	Ventre, Alexander H		Hourly	01/10/2011	20.00	10.67
The Saratogian	Wing, Jill Patricia		Salaried	09/20/1993	37.50	15.68
Oneida Daily Dispatch	Alvord, Karen J		Salaried	10/20/2003	40.00	29.95
Oneida Daily Dispatch	Bennett, Robert L	\$ 4,553	Salaried	02/04/1984	40.00	21.89
Oneida Daily Dispatch	Bouchard, Donna L		Hourly	02/07/2002	40.00	9.47
Oneida Daily Dispatch	Clark, Kristin L		Hourly	07/03/2012	20.00	10.00
Oneida Daily Dispatch	Cleaver, Jolene M		Hourly	05/08/2012	40.00	10.00
Oneida Daily Dispatch	Coe, Amanda M		Hourly	04/23/2012	20.00	10.50
Oneida Daily Dispatch	Collins, Janice E		Hourly	03/11/1997	20.00	8.00
Oneida Daily Dispatch	Curtis, Jennifer L		Hourly	10/06/2008	40.00	8.60
Oneida Daily Dispatch	Fowler, Darrell L		Hourly	11/30/2012	30.00	7.25
Oneida Daily Dispatch	Furman, Laurel A		Hourly	11/01/2004	40.00	9.02
Oneida Daily Dispatch	Giovinazzo, Juliette		Salaried	07/25/2012	40.00	8.75
Oneida Daily Dispatch	Haeger, John E		Hourly	04/17/1989	40.00	13.67
Oneida Daily Dispatch	Hillenbrand, Michelle L		Hourly	07/06/2010	40.00	8.50
Oneida Daily Dispatch	Lawrence, Kimberly A		Hourly	05/21/2001	40.00	10.34
Oneida Daily Dispatch	Markowski, Bradley		Salaried	08/13/2012	40.00	7.50
Oneida Daily Dispatch	McDonald, Leah R		Salaried	09/25/2006	40.00	13.40
Oneida Daily Dispatch	Mennig, Kyle		Hourly	01/22/2010	40.00	10.00
Oneida Daily Dispatch	Murphy, Rachel A		Hourly	01/10/2012	40.00	10.00
Oneida Daily Dispatch	Novak, Perry L		Salaried	03/21/2001	40.00	13.40
Oneida Daily Dispatch	Roache, Diane M		Hourly	01/04/1999	40.00	12.70
Oneida Daily Dispatch	Schilling, Paul D		Salaried	05/11/2009	40.00	7.25
Oneida Daily Dispatch	Schultz, Lawrence		Salaried	01/27/2011	40.00	9.00

Oneida Daily Dispatch	Sharkey, Sabrina A		Salaried	09/06/2011	40.00	15.63
Oneida Daily Dispatch	Smaldon, Jeffrey R		Salaried	05/14/2012	40.00	15.38
Oneida Daily Dispatch	Van Buren, James		Salaried	09/21/2009	40.00	9.00
Oneida Daily Dispatch	Wanfried, Kurt W	\$ 7,607	Salaried	04/15/2002	40.00	24.38
Oneida Daily Dispatch	Will, Nicholas A		Hourly	10/01/2012	40.00	10.00
Oneida Daily Dispatch	Zigrino, Kali		Salaried	05/28/2010	40.00	13.40
New Haven Register	Abdul-Karim, Donovan S		Hourly	06/04/2012	37.50	20.51
New Haven Register	Albert, Bridget		Hourly	09/20/1999	37.50	14.12
New Haven Register	Amarante, Joseph M		Salaried	10/03/1976	37.50	34.53
New Haven Register	Amato, Donna		Hourly	09/24/1993	37.50	13.25
New Haven Register	Amore, Mark		Hourly	11/18/1996	37.50	10.29
New Haven Register	Andreoli, Anthony J		Hourly	06/04/1983	30.00	18.38
New Haven Register	Annunziata, Albert A		Hourly	12/11/2006	30.00	15.00
New Haven Register	Arcangelo, Michael A		Hourly	02/04/1994	5.50	18.38
New Haven Register	Bachman, Stephen E		Hourly	09/20/2009	5.50	18.38
New Haven Register	Bailey, Paul		Salaried	06/28/2005	37.50	12.92
New Haven Register	Barker, Sean		Salaried	11/15/1999	37.50	33.28
New Haven Register	Barnes, Wendy A		Salaried	05/14/2012	37.50	58.97
New Haven Register	Barry, Ryan E		Salaried	05/14/2012	37.50	12.00
New Haven Register	Baum, Linda K		Salaried	12/03/2012	37.50	20.51
New Haven Register	Beach, Randall		Hourly	09/02/1997	37.50	24.02
New Haven Register	Bellmore, Michael		Hourly	10/08/2012	37.50	15.38
New Haven Register	Bennett, Helen I		Salaried	07/22/1996	37.50	33.71
New Haven Register	Berdiel, Elva I		Hourly	03/27/2012	18.00	10.00
New Haven Register	Blais, Michael		Hourly	01/31/2005	37.50	20.06
New Haven Register	Bolognese, Richard T	\$ 17,250	Salaried	10/20/2003	37.50	58.97
New Haven Register	Bonilla, Wilfredo Sr.		Salaried	10/19/1988	20.00	16.00
New Haven Register	Borges, David J.		Hourly	09/10/1996	37.50	22.34
New Haven Register	Bowman, Alyson M.		Hourly	07/20/1999	37.50	22.64
New Haven Register	Boyles, James S		Salaried	05/09/2011	37.50	25.64
New Haven Register	Brackenbury, Mark		Salaried	03/24/1986	37.50	41.26
New Haven Register	Braden Hull, Susan		Salaried	03/14/1983	37.50	19.05
New Haven Register	Brown, Shawn A		Hourly	08/06/2012	30.00	16.53
New Haven Register	Brown, Sherman		Hourly	11/06/1978	30.00	18.38
New Haven Register	Butler, Linda E		Hourly	10/03/1983	37.50	14.08
New Haven Register	Byrd, Chelsea A		Salaried	06/25/2012	37.50	25.64
New Haven Register	Bzdyra, Mary-Kate		Salaried	01/02/2008	37.50	20.51

New Haven Register	Cadwell, Charles		Hourly	03/11/2005	30.00	19.50
New Haven Register	Cannata, Joseph		Salaried	02/06/2006	37.50	35.90
New Haven Register	Cannon, Laverne		Hourly	04/02/1979	37.50	14.49
New Haven Register	Carpenter, Laura S		Salaried	03/07/2007	37.50	15.38
New Haven Register	Carrano, Eleanor M		Hourly	10/05/1981	37.50	22.14
New Haven Register	Casolino, Peter M		Hourly	11/04/1992	37.50	25.35
New Haven Register	Catanese, Richard		Salaried	04/06/1998	37.50	22.64
New Haven Register	Chisholm, Henry R		Hourly	03/19/2012	37.50	16.41
New Haven Register	Chudyi, Sandra L		Hourly	07/31/2006	37.50	13.50
New Haven Register	Cioli, Gerald		Salaried	02/09/2004	37.50	19.71
New Haven Register	Cloutier, William		Salaried	08/17/1998	37.50	26.50
New Haven Register	Colello, Barbara A		Hourly	03/02/1987	37.50	9.70
New Haven Register	Collins, John	\$ 40,000	Salaried	12/02/1991	37.50	82.05
New Haven Register	Comfort, Edmund B		Hourly	02/15/2011	20.00	10.00
New Haven Register	Conde, Teresa I		Hourly	04/26/2004	26.00	10.71
New Haven Register	Conrad, Richard A		Salaried	06/10/1973	37.50	45.76
New Haven Register	Cushman, Henry C		Hourly	10/04/1986	30.00	18.38
New Haven Register	Dallas, Ann S		Salaried	04/01/1985	37.50	30.33
New Haven Register	DeAngelo, Paul R		Hourly	05/06/2007	20.00	8.25
New Haven Register	Derienzo, Matthew	\$ 27,000	Salaried	12/29/2003	37.50	69.23
New Haven Register	Desjardins, Valerie A.		Hourly	11/07/2005	37.50	14.70
New Haven Register	Diggs, Angel L		Hourly	05/27/1980	37.50	20.74
New Haven Register	Dillon, John F		Hourly	01/19/1981	37.50	13.73
New Haven Register	Doherty, Donna		Salaried	06/01/2005	37.50	22.62
New Haven Register	Dominick, Joseph R		Hourly	03/29/2010	37.50	11.00
New Haven Register	Donnelly Jr., John F		Hourly	11/18/2008	16.00	15.00
New Haven Register	Doody, Benjamin G		Salaried	06/04/2007	37.50	38.46
New Haven Register	Dubois, Marianne G		Hourly	02/17/1972	37.50	20.66
New Haven Register	Ehalt, Robert G		Hourly	01/28/2008	37.50	20.30
New Haven Register	Farace, Frank V		Hourly	02/12/2007	30.00	19.32
New Haven Register	Federico, Mary A		Salaried	10/21/1968	37.50	29.68
New Haven Register	Felicissimo, Paul F	\$ 46,250	Salaried	06/28/2012	37.50	94.87
New Haven Register	Ferraro, Louis M		Hourly	09/29/2012	16.00	10.00
New Haven Register	Filarsky, Edward J		Hourly	02/09/1999	37.50	16.53
New Haven Register	Flint Jr, Calvin C		Salaried	11/02/2011	37.50	41.03
New Haven Register	Foley, Edward P		Hourly	05/02/1987	30.00	18.38
New Haven Register	Fowler, Richard R		Hourly	06/08/1993	30.00	18.38

New Haven Register	Fuller, James J		Hourly	11/30/1992	37.50	15.99
New Haven Register	Genovese, Patricia A		Hourly	11/30/1981	37.50	20.69
New Haven Register	Giannotti Jr, Frank		Hourly	04/11/1981	30.00	18.38
New Haven Register	Gibson Jr, Joseph		Hourly	09/10/1994	30.00	18.38
New Haven Register	Gigantone, Ramiro T		Hourly	07/28/2008	25.00	10.50
New Haven Register	Gold, Arnold M		Hourly	07/28/1986	37.50	27.50
New Haven Register	Gomperts, Eric J		Salaried	11/12/2012	37.50	15.38
New Haven Register	Goodson, Jason A		Salaried	03/05/2007	37.50	10.00
New Haven Register	Green, Stanley R		Hourly	12/22/2008	5.50	18.38
New Haven Register	Greenvall, Philip A		Hourly	06/05/1972	37.50	30.11
New Haven Register	Griswold, Marilou L		Salaried	10/08/2012	37.50	20.51
New Haven Register	Gucciardi, Janice M		Salaried	11/12/2012	37.50	25.64
New Haven Register	Guida, Christopher		Hourly	08/08/2005	37.50	22.68
New Haven Register	Haimer, Darren K		Salaried	10/01/2012	37.50	46.15
New Haven Register	Hamilton, Gena	\$ 14,505	Salaried	04/11/2005	37.50	49.59
New Haven Register	Hardy, Edward J		Hourly	08/23/1996	30.00	18.38
New Haven Register	Harris, Emmett T		Salaried	10/16/2006	37.50	11.00
New Haven Register	Heffernan, Julie M		Hourly	08/07/2012	37.50	18.46
New Haven Register	Hiznay, Joseph F		Salaried	11/26/2001	37.50	25.64
New Haven Register	Holler, George T		Hourly	04/28/2008	37.50	13.34
New Haven Register	Hovick, Russell S		Salaried	02/08/1993	37.50	35.82
New Haven Register	Hudson, Phillip K		Salaried	09/04/2012	37.50	43.59
New Haven Register	Huffman, George		Salaried	07/19/2004	37.50	18.00
New Haven Register	Hunn, Chris B		Hourly	05/21/2007	37.50	16.23
New Haven Register	Hvizdak, Peter R		Hourly	11/01/1978	37.50	28.29
New Haven Register	Iacomacci, Roseann M		Hourly	09/09/2002	37.50	20.82
New Haven Register	Ildefonso, Kenneth		Hourly	11/27/1998	5.50	18.38
New Haven Register	Kessler, Louis A		Salaried	10/05/1982	37.50	21.04
New Haven Register	Kleinman, Edward		Salaried	01/01/2004	37.50	22.31
New Haven Register	Klein, Robert L		Salaried	11/26/2012	37.50	35.90
New Haven Register	Kochakian, Charles P		Salaried	10/16/1972	37.50	42.35
New Haven Register	Kulick, Richard		Hourly	08/09/2004	30.00	19.50
New Haven Register	LaChance, Jeffrey A		Salaried	01/02/2007	37.50	58.97
New Haven Register	Lambert Jr., Carl		Hourly	02/19/2001	25.00	8.25
New Haven Register	Lavitt, Mara A		Hourly	02/07/1983	37.50	27.78
New Haven Register	Lee, Robert E		Salaried	09/18/1967	37.50	29.84
New Haven Register	Lee, Troy A		Hourly	01/13/2009	16.00	10.00

New Haven Register	Lemkin,Betsy		Salaried	09/02/1997	37.50	0.00
New Haven Register	Levesque,Leo J		Hourly	12/08/1984	5.50	18.38
New Haven Register	Lindberg,Walter		Hourly	06/16/1997	17.00	8.49
New Haven Register	Luchansky,Paul	\$ 12,750	Salaried	01/26/2012	37.50	43.59
New Haven Register	Macbride,Mary A		Hourly	11/12/1984	37.50	18.06
New Haven Register	Malafronte,Louis		Hourly	02/01/1999	37.50	21.29
New Haven Register	Maley,Robert		Hourly	01/03/2005	30.00	10.00
New Haven Register	Manzo,Anna		Hourly	01/10/1999	37.50	19.31
New Haven Register	Mastriano,Cynthia A		Salaried	04/26/1982	37.50	29.57
New Haven Register	Maxwell,Margaret E		Hourly	08/17/1992	37.50	13.81
New Haven Register	May,Brian M		Salaried	02/22/2010	37.50	0.00
New Haven Register	McCready,Brian		Salaried	09/08/1998	37.50	23.80
New Haven Register	McElveen,Casandra		Salaried	07/05/2009	37.50	18.00
New Haven Register	McFadden,Everleen		Hourly	02/06/2001	37.50	13.98
New Haven Register	McNeely,Lorenzo		Hourly	06/22/1979	30.00	18.38
New Haven Register	Mettler,Lynda S		Salaried	11/28/2011	37.50	25.64
New Haven Register	Misur,Susan M		Hourly	06/02/2008	37.50	18.46
New Haven Register	Moody,Gregory Alan		Hourly	02/08/2000	37.50	14.75
New Haven Register	Moran,William J		Salaried	06/11/2007	37.50	12.86
New Haven Register	Morelli,Joseph		Salaried	08/24/1997	37.50	18.80
New Haven Register	Morriar,Donald M		Hourly	05/15/2010	16.00	10.00
New Haven Register	Morrobrel,Juan N		Hourly	01/25/2010	5.50	19.01
New Haven Register	Moura,Anthony C		Hourly	12/01/1985	37.50	28.61
New Haven Register	Myers,Glenn		Hourly	06/26/1998	5.50	18.38
New Haven Register	Naughton,Barbara		Salaried	11/15/1991	37.50	13.77
New Haven Register	Neville,Shelley D		Hourly	11/06/1995	37.50	20.80
New Haven Register	Nowak,Daniel J		Hourly	01/03/1984	37.50	25.06
New Haven Register	Odefey,Chad E		Salaried	05/23/2004	37.50	18.77
New Haven Register	O'Leary,Mary		Salaried	12/07/1969	37.50	31.03
New Haven Register	Paige,Glenn D		Hourly	01/05/2009	37.50	11.00
New Haven Register	Palmucci,Albert J		Salaried	12/04/1981	37.50	32.55
New Haven Register	Pekari,Karen		Hourly	11/11/1993	37.50	19.00
New Haven Register	Poruban,Lee J		Salaried	11/19/2012	37.50	20.51
New Haven Register	Provost,Paul M		Salaried	04/16/2012	37.50	97.44
New Haven Register	Pucci,Michael W.		Hourly	05/13/2002	37.50	13.74
New Haven Register	Pysz,Michele M		Hourly	02/06/1984	37.50	22.34
New Haven Register	Reynolds,John H		Hourly	06/15/1983	30.00	18.38

New Haven Register	Richards,Hugh W		Salaried	12/04/2006	37.50	19.49
New Haven Register	Roche,Robert A		Salaried	03/22/2010	37.50	0.00
New Haven Register	Rogers,Edgar		Hourly	06/11/1999	5.50	19.50
New Haven Register	Rollins,Mheegan E		Salaried	07/21/2003	37.50	22.52
New Haven Register	Roman,Juan C		Hourly	09/30/2012	5.50	16.53
New Haven Register	Rubin England,Sheila C		Hourly	06/02/1970	37.50	30.51
New Haven Register	Ruddell,Pamela M		Hourly	01/26/1999	37.50	20.71
New Haven Register	Rychling,Shawn T		Hourly	06/19/2006	37.50	26.11
New Haven Register	Salzo,Vincent J		Salaried	07/08/2002	37.50	15.53
New Haven Register	Sandella Jr.,Richard A		Salaried	10/01/1978	37.50	38.50
New Haven Register	Santangelo,Al		Salaried	06/18/1997	37.50	33.56
New Haven Register	Saslafsky,Judith		Hourly	04/06/1998	37.50	9.75
New Haven Register	Scinto,Richard J		Hourly	06/04/2012	37.50	15.38
New Haven Register	Shelton,James D		Hourly	01/16/1984	37.50	30.00
New Haven Register	Shelton,Sandra J		Hourly	10/08/1984	20.00	24.64
New Haven Register	Silvestri,Michael R		Hourly	11/28/2011	37.50	23.08
New Haven Register	Simmons,Jan E		Hourly	09/11/1989	24.00	13.78
New Haven Register	Simon,Eleanor		Hourly	10/01/1973	37.50	14.06
New Haven Register	Slater,John S		Salaried	01/15/2007	37.50	38.46
New Haven Register	Smith,Aaron W		Hourly	02/25/2008	37.50	16.00
New Haven Register	Spak,Teresa A.		Hourly	04/22/2002	37.50	18.93
New Haven Register	Stannard,Edward P		Salaried	12/23/2002	37.50	25.33
New Haven Register	Stengel,Melanie C		Hourly	07/03/1989	37.50	28.41
New Haven Register	Streater,Bobby		Hourly	09/05/2000	30.00	18.38
New Haven Register	Suraci,Robert P		Salaried	12/05/1971	37.50	29.15
New Haven Register	Swift,Jennifer M		Hourly	04/09/2012	37.50	16.41
New Haven Register	Tansey,Christine		Salaried	07/25/2005	37.50	20.22
New Haven Register	Terrace,Michael F		Hourly	03/10/2008	20.00	14.00
New Haven Register	Thompson,Colin J		Salaried	07/30/2012	37.50	58.97
New Haven Register	Thompson,Donna		Hourly	10/22/2007	20.00	8.25
New Haven Register	Thorne,Phyllis O		Hourly	03/13/1983	37.50	26.22
New Haven Register	Torcello,Michael		Hourly	11/10/2012	5.50	16.53
New Haven Register	Torsiello,Matthew R		Hourly	08/11/2010	37.50	18.97
New Haven Register	Traves,Patrick S		Hourly	08/07/2012	37.50	18.46
New Haven Register	Tuccitto Sullo,Michelle R		Salaried	10/20/1997	37.50	23.11
New Haven Register	Turmelle,Luther P		Salaried	11/10/1997	37.50	28.32
New Haven Register	Turner,Darrell K		Hourly	02/25/1995	30.00	18.38

New Haven Register	Tyson,Kendall E		Hourly	08/04/2006	5.50	18.38
New Haven Register	Urso,Joseph M		Salaried	06/18/2012	37.50	15.38
New Haven Register	Veilleux,C. Thomas		Hourly	01/15/1999	37.50	17.23
New Haven Register	Velezis,George N	\$ 13,838	Salaried	03/22/2005	37.50	47.31
New Haven Register	Villers,Patricia M		Hourly	12/30/1992	30.00	12.00
New Haven Register	Vitorino,Victor M		Hourly	05/15/2004	30.00	18.38
New Haven Register	Waldo,Carl D		Salaried	05/31/2011	37.50	25.64
New Haven Register	Walmsley,Ebony R		Hourly	10/01/2012	37.50	15.38
New Haven Register	Walsh,Sheryl		Salaried	07/12/1999	37.50	16.44
New Haven Register	Wiley,Thomas M	\$ 210,000	Salaried	06/07/2010	37.50	179.49
New Haven Register	Williams,Vern M		Salaried	07/15/1991	37.50	39.17
New Haven Register	Wollschlager,Michael		Hourly	11/14/2005	37.50	18.66
New Haven Register	Yeager,Kaitlyn M		Salaried	12/01/2009	37.50	16.41
New Haven Register	Zackery,Melvin		Hourly	02/22/2005	5.50	18.38
New Haven Register	Zanor,James J		Salaried	10/05/1998	37.50	18.24
New Haven Register	Zaretsky,Mark A		Hourly	03/18/1985	37.50	26.06
Litchfield County Times	Adler,Bonnie		Hourly	05/01/2000	40.00	11.91
Litchfield County Times	Albl,Mary		Salaried	05/07/2012	40.00	15.38
Litchfield County Times	Barracca,Debra A		Salaried	02/11/2003	40.00	0.00
Litchfield County Times	Boughton,Kathryn W		Hourly	04/10/1997	40.00	28.30
Litchfield County Times	Clement,Douglas P	\$ 12,024	Salaried	07/16/1985	40.00	38.54
Litchfield County Times	Coraggio,Jack C		Hourly	11/26/2007	40.00	12.36
Litchfield County Times	Enright,Christine		Salaried	08/06/2012	40.00	14.42
Litchfield County Times	Ferine,Gregory M		Salaried	02/06/2012	40.00	33.65
Litchfield County Times	Ferris,Jaime		Hourly	04/28/2000	40.00	11.66
Litchfield County Times	Forte,Daniela		Hourly	03/26/2007	40.00	11.59
Litchfield County Times	Gaboardi,Laurie		Salaried	06/11/2001	40.00	16.00
Litchfield County Times	Greco,Linda		Salaried	06/16/1995	40.00	16.59
Litchfield County Times	Grosso,Margaret L		Hourly	01/05/2004	40.00	12.06
Litchfield County Times	Hassan,Howard		Salaried	07/09/2012	40.00	9.61
Litchfield County Times	Haug,Heidi J		Salaried	07/10/1995	40.00	17.84
Litchfield County Times	Henry,Thomas		Salaried	06/01/1999	40.00	18.57
Litchfield County Times	Kaminsky,Arlene T		Hourly	07/16/2009	40.00	11.25
Litchfield County Times	Kopas,Kenneth S		Salaried	04/26/2010	40.00	5.00
Litchfield County Times	Lesko,Mallory A		Salaried	04/23/2010	40.00	19.23
Litchfield County Times	Ryan,David		Salaried	10/22/2012	40.00	19.23
Litchfield County Times	Saracco,Donna Patricia		Salaried	08/30/2001	40.00	18.00

Litchfield County Times	Tessier,Alice		Hourly	08/03/1987	40.00	19.11
Litchfield County Times	Yacovelli,Kathleen		Hourly	06/11/2012	40.00	12.50
Middletown Press	Avalone,Catherine		Hourly	03/26/2007	40.00	13.48
Middletown Press	Basile,Lisa		Salaried	10/14/1997	40.00	0.00
Middletown Press	Dematteo,Ann D		Salaried	08/14/1978	40.00	27.19
Middletown Press	Friedlander,Leslie		Salaried	11/06/1995	40.00	0.00
Middletown Press	Gallacher,John J		Salaried	05/24/2010	40.00	36.06
Middletown Press	Giannone,Michael C		Salaried	11/26/1996	40.00	0.00
Middletown Press	Hale,Tracy		Hourly	05/19/2004	40.00	12.00
Middletown Press	Kruse,Jeffrey		Salaried	10/15/2012	40.00	24.04
Middletown Press	Mill,Jeff		Hourly	10/27/2003	40.00	10.83
Middletown Press	Page,Jason E		Salaried	08/06/2012	37.50	19.23
Middletown Press	Pelletier,Joseph		Salaried	05/25/2011	40.00	14.40
Middletown Press	Salemi,James		Hourly	11/14/2011	40.00	12.02
Middletown Press	Schassler,Kathleen		Hourly	11/07/2011	40.00	12.74
Middletown Press	Sievert,Lauren		Hourly	11/17/2011	40.00	11.06
Middletown Press	Spencer,Carol Ann		Hourly	10/24/2000	40.00	8.25
Middletown Press	Sundqvist,Viktoria	\$ 6,750	Salaried	01/19/2005	40.00	21.63
Foothills Media Group	Allyn,Scott Newton		Salaried	05/31/2005	40.00	15.38
Foothills Media Group	Benedict,Andrea		Hourly	07/16/1984	40.00	16.54
Foothills Media Group	Berry,John	\$ 9,750	Salaried	11/28/2000	40.00	31.25
Foothills Media Group	Bogle,Leigh		Hourly	05/01/2003	40.00	20.28
Foothills Media Group	Bogues,Sarah		Hourly	07/09/2012	40.00	12.00
Foothills Media Group	Buker,Neal		Hourly	06/12/1989	40.00	19.81
Foothills Media Group	Campbell,Richard B		Hourly	11/23/2010	40.00	14.42
Foothills Media Group	Carlson,Bethel J		Hourly	01/26/1998	40.00	15.66
Foothills Media Group	Davis,Brenda R		Hourly	10/02/2008	40.00	12.00
Foothills Media Group	Dziedzic,Richard		Salaried	09/04/2012	40.00	12.02
Foothills Media Group	Golfin,Jenny L		Hourly	02/17/2010	40.00	12.00
Foothills Media Group	Good,Susan		Salaried	04/06/2004	40.00	13.61
Foothills Media Group	Graziano,Daniel		Salaried	07/31/2006	40.00	43.27
Foothills Media Group	Guarnieri,Catherine E		Hourly	10/30/2008	40.00	14.42
Foothills Media Group	Hanton,James		Hourly	07/23/2012	25.00	8.25
Foothills Media Group	Hobson,Melinda		Hourly	05/18/1998	40.00	9.85
Foothills Media Group	Meenaghan,Sean		Salaried	09/17/2012	40.00	12.50
Foothills Media Group	Morrow,Douglas		Salaried	10/22/2012	40.00	16.83
Foothills Media Group	Musler,Donna		Hourly	09/08/2004	40.00	15.00

Foothills Media Group	Namey,Michaella		Hourly	10/29/2003	40.00	9.02
Foothills Media Group	Naparstek,Donna J		Salaried	08/06/2012	40.00	19.23
Foothills Media Group	Olson,Emily M.		Salaried	04/29/2002	40.00	20.67
Foothills Media Group	Olson,Mari-Jayne		Hourly	08/16/2010	40.00	8.25
Foothills Media Group	Rindfleisch,Wendy		Hourly	04/18/1994	40.00	12.00
Foothills Media Group	Robustelli,Peter		Salaried	09/14/1977	40.00	18.75
Foothills Media Group	Roy,Jennifer R		Hourly	12/14/2009	30.00	8.25
Foothills Media Group	Siedzik,Jason J		Hourly	07/21/2010	40.00	12.00
Foothills Media Group	Tacca,Jane F		Salaried	04/21/2003	40.00	24.04
Foothills Media Group	Torsiello,Jason		Hourly	10/18/2006	40.00	14.50
Foothills Media Group	Treleaven,Nikki M		Hourly	10/22/2012	40.00	12.02
Foothills Media Group	Vasko,Veronica J		Salaried	06/22/2009	40.00	25.00
Foothills Media Group	Wallace,Peter		Hourly	06/27/1999	40.00	12.24
Connecticut Magazine	Bendici,Raymond		Salaried	09/13/1999	40.00	19.23
Connecticut Magazine	Dee,Susan		Salaried	10/23/2012	40.00	21.63
Connecticut Magazine	Dragone,Marisa	\$ 6,548	Salaried	12/12/1995	40.00	40.87
Connecticut Magazine	Glaski,David J		Salaried	08/14/2000	40.00	31.25
Connecticut Magazine	Grandjean,Patricia		Salaried	01/01/1988	40.00	18.71
Connecticut Magazine	Iwaniw,Patricia P		Hourly	04/14/1986	40.00	21.72
Connecticut Magazine	LaPiana,Maria		Hourly	05/22/2006	20.00	18.27
Connecticut Magazine	Lord,Mary		Salaried	06/08/2011	40.00	21.63
Connecticut Magazine	Martin,David E.		Salaried	08/05/2002	40.00	15.76
Connecticut Magazine	Miner,Deborah		Salaried	07/25/2012	40.00	14.42
Connecticut Magazine	Monagan,Charles	\$ 16,971	Salaried	07/14/1989	40.00	54.39
Connecticut Magazine	Parri,Erika		Salaried	06/11/2012	40.00	19.23
Connecticut Magazine	Ross,Cathy P.		Salaried	07/29/2002	40.00	14.14
Connecticut Magazine	Schroth,Valerie		Salaried	06/16/1986	40.00	24.13
Connecticut Magazine	Shea,Stacey A		Salaried	01/01/2000	40.00	24.04
Connecticut Magazine	Stone,Charles		Salaried	06/12/1997	40.00	16.83
Daily Freeman	Adamis,Anthony	\$ 11,550	Salaried	04/29/1987	37.50	39.49
Daily Freeman	Aiello,Joann		Hourly	12/03/2012	37.50	12.16
Daily Freeman	Almonte,Homero		Hourly	01/10/2005	37.50	16.10
Daily Freeman	Barricklo,Tania		Hourly	05/24/1999	37.50	19.99
Daily Freeman	Barringer,Laurie		Hourly	01/27/2004	37.50	14.26
Daily Freeman	Campanella,Gary		Salaried	02/16/1999	37.50	17.46
Daily Freeman	Chadik,Peter		Salaried	12/10/2007	37.50	24.83
Daily Freeman	Cobb,Barbara		Salaried	03/09/2011	37.50	14.88

Daily Freeman	Crantz,Brenda		Salaried	03/28/1983	37.50	20.47
Daily Freeman	Curlin,Dennis		Salaried	06/15/1998	37.50	17.46
Daily Freeman	Dempsey,Lorraine		Hourly	11/07/2003	37.50	14.26
Daily Freeman	Dewey,Jan	\$ 58,500	Salaried	07/16/2012	37.50	100.00
Daily Freeman	Doxsey,Patricia		Hourly	05/02/1990	37.50	19.99
Daily Freeman	Fatizzi,George		Salaried	09/24/1990	37.50	17.46
Daily Freeman	Faulkner,June		Hourly	02/26/1987	37.50	14.26
Daily Freeman	Flores-Lobos,Antonio		Hourly	09/12/2005	37.50	20.56
Daily Freeman	Fogden,David		Salaried	08/02/1999	37.50	17.46
Daily Freeman	Fusfeld,Ira		Salaried	09/01/1970	37.50	38.46
Daily Freeman	Gibbons,Ann		Hourly	10/05/2009	37.50	19.99
Daily Freeman	Hedin,Megan		Hourly	11/19/2012	37.50	16.01
Daily Freeman	Henderson,Nicholas		Hourly	07/07/2003	37.50	20.56
Daily Freeman	Hines,David		Salaried	04/11/2001	37.50	20.56
Daily Freeman	Houghtaling,Eric		Hourly	03/09/1998	24.00	19.99
Daily Freeman	Kirby,Paul		Hourly	08/14/1996	37.50	19.99
Daily Freeman	Kroohs,Dwayne		Hourly	04/14/1998	37.50	20.56
Daily Freeman	Lajara,Ivan		Salaried	01/30/2001	37.50	31.27
Daily Freeman	Loomis,Judith		Hourly	01/03/1978	37.50	14.26
Daily Freeman	Marquette,Francis		Salaried	07/23/2009	37.50	14.88
Daily Freeman	Mathous,Kimberly		Hourly	04/16/2012	37.50	8.92
Daily Freeman	Mertens,Matthew		Salaried	11/10/2006	37.50	14.88
Daily Freeman	Mitchell,Paula		Hourly	03/08/2010	37.50	19.99
Daily Freeman	Norton,Barbara		Salaried	06/13/1983	37.50	35.90
Daily Freeman	Pineiro-Zucker,Diane		Hourly	01/12/2010	37.50	20.56
Daily Freeman	Powers,Jon		Salaried	06/26/2001	37.50	26.51
Daily Freeman	Provenzano,Kimberly		Salaried	03/01/2001	37.50	14.88
Daily Freeman	Rosner,Ronald		Salaried	03/26/1989	37.50	24.20
Daily Freeman	Sakellariou,Antonios	\$ 9,516	Salaried	06/14/2005	37.50	32.53
Daily Freeman	Schiffres,Jeremy		Salaried	01/03/1988	37.50	30.77
Daily Freeman	Sisco-Martin,Michele		Hourly	09/15/1981	37.50	19.99
Daily Freeman	Spireng,Matthew		Salaried	06/15/1981	37.50	22.49
Daily Freeman	Stahl,Carol		Salaried	10/20/1974	37.50	12.16
Daily Freeman	Stribl,Michael		Hourly	10/08/1979	37.50	19.99
Daily Freeman	Subeh,Crystal		Hourly	07/19/2004	37.50	17.46
Daily Freeman	Tergeoglou,Timothy		Salaried	04/11/2011	37.50	41.03
Daily Freeman	Torelli,Amy		Hourly	11/07/2000	37.50	14.26

Daily Freeman	Treat,Donald		Hourly	07/10/1984	37.50	19.99
Daily Freeman	Van Voorhis,William R		Hourly	07/30/2012	37.50	13.53
Daily Freeman	Wakeman,Thomas		Salaried	07/05/1983	37.50	21.01
Daily Freeman	Wallack,Jody		Salaried	01/21/2002	37.50	14.88
Daily Freeman	Williams,Brenda		Salaried	01/30/2003	37.50	14.88
Daily Freeman	Wilson,Geraldine		Hourly	07/06/1993	37.50	20.10
Daily Freeman	Wind,Kyle		Hourly	09/24/2007	37.50	19.99
Daily Freeman	Zangla,Ariel		Hourly	06/19/2002	37.50	19.99
News Herald	Adie,William S		Hourly	07/16/2011	40.00	8.50
News Herald	Ambrose,Patricia	\$ 11,466	Salaried	06/27/1988	40.00	36.75
News Herald	Arruda,Ronald T		Hourly	08/23/1999	40.00	13.95
News Herald	Audia,Theresa		Hourly	08/29/1994	40.00	12.25
News Herald	Barfield,Alice N		Hourly	01/02/2002	20.00	8.89
News Herald	Bertosa,John G		Salaried	07/24/1996	40.00	19.81
News Herald	Blair,Michael A		Hourly	10/20/1997	40.00	17.25
News Herald	Blair,Tracey L		Hourly	09/21/1998	40.00	15.46
News Herald	Bonchak,Jean R		Hourly	08/07/2001	40.00	10.10
News Herald	Bowman,Ian D		Salaried	09/24/2007	40.00	18.08
News Herald	Buchanan,Cynthia D		Hourly	09/17/2002	40.00	12.45
News Herald	Buchanan,Michael J		Salaried	09/19/2005	40.00	12.98
News Herald	Buchanan,Molly		Hourly	10/05/2012	30.00	9.00
News Herald	Camino,Josephine		Salaried	01/31/1994	40.00	26.22
News Herald	Cassin,John		Hourly	05/14/2012	20.00	7.70
News Herald	Cataldo,Louis		Hourly	06/03/2011	20.00	10.00
News Herald	Chinchar,Philip		Hourly	07/20/2011	20.00	10.00
News Herald	Colegrove,Robert		Hourly	10/03/2012	20.00	10.00
News Herald	Continenza,Patricia A		Hourly	10/28/2009	20.00	7.50
News Herald	Cope,Jerry L		Hourly	07/26/2008	20.00	10.00
News Herald	Cottrill,Monika		Hourly	04/19/2012	10.00	8.50
News Herald	Davis,Philip		Salaried	09/04/2012	40.00	14.43
News Herald	Debus,William J		Salaried	05/08/1995	40.00	20.85
News Herald	Deleandro,Richard J		Hourly	01/20/2010	20.00	7.70
News Herald	Demore,Charles		Hourly	10/12/2011	20.00	10.00
News Herald	Dever,Beverly A		Hourly	02/21/2000	40.00	9.23
News Herald	Dibiasio,Rachel A		Salaried	03/14/2005	30.00	7.40
News Herald	Ditto,Lisa		Hourly	10/24/2011	40.00	8.50
News Herald	Doctor,William A		Hourly	09/08/2003	40.00	11.60

News Herald	Eberling, Darlene Ann		Hourly	02/21/1972	40.00	15.55
News Herald	Ferritto, James A		Salaried	12/27/1999	40.00	13.33
News Herald	Ferritto, William L		Hourly	04/16/2007	24.00	10.00
News Herald	Fertal, Caitlin		Hourly	12/29/2010	40.00	12.00
News Herald	Finlayson, James		Hourly	01/11/2011	20.00	7.70
News Herald	Finnan, Robert A		Hourly	05/07/1990	40.00	22.49
News Herald	Fishleigh, James A		Hourly	04/24/2007	40.00	15.30
News Herald	Flanagan, Gene		Hourly	12/18/1985	40.00	16.40
News Herald	Forman, Jeffrey A		Hourly	08/06/1984	40.00	20.02
News Herald	Franz, Nicole		Hourly	11/28/2011	40.00	12.25
News Herald	French, Cherish L		Salaried	03/10/2003	40.00	10.77
News Herald	Frischkorn, Jeffrey		Hourly	06/06/1983	40.00	19.75
News Herald	Galer, Larece		Hourly	08/28/1995	40.00	11.17
News Herald	Glasier, David S		Hourly	09/10/1983	40.00	24.05
News Herald	Goldston, James G		Salaried	01/02/2007	40.00	44.50
News Herald	Goshorn, Cheryl		Hourly	09/08/2012	20.00	10.00
News Herald	Gronner, Natalie C		Salaried	09/12/2005	40.00	10.00
News Herald	Guinn, George		Salaried	05/01/1986	40.00	26.65
News Herald	Guinn, Terry L		Hourly	12/18/2006	40.00	9.25
News Herald	Guinn, Timothy A		Hourly	09/08/2007	40.00	12.18
News Herald	Hibyan, Jason		Hourly	04/16/2012	19.00	10.00
News Herald	Hill, Donald		Salaried	05/10/2011	40.00	11.38
News Herald	Hill, Patricia M		Hourly	04/21/2008	40.00	11.00
News Herald	Hodge, Rodney H		Hourly	11/29/2005	40.00	12.40
News Herald	Hogye, Charles A		Hourly	02/26/2001	40.00	20.09
News Herald	Hood, Angelita M		Hourly	07/29/2008	20.00	10.00
News Herald	Howe, William E		Hourly	03/03/2004	20.00	7.70
News Herald	Hudson, Christine		Salaried	05/01/1986	40.00	15.58
News Herald	Hullinger, Steven G		Hourly	07/28/2007	30.00	10.00
News Herald	Hutchison, John A		Hourly	09/21/1998	40.00	16.21
News Herald	Iliano, Joseph A		Hourly	09/10/2001	35.00	9.48
News Herald	Ingle, Timothy R		Salaried	07/31/2008	40.00	18.50
News Herald	Ingraham, James R		Hourly	08/17/1981	40.00	32.23
News Herald	Ivancic, Cheryl L		Hourly	06/25/2007	40.00	10.00
News Herald	Joeright, Maribeth A		Hourly	10/08/1982	40.00	20.52
News Herald	Johnson, Jasmine		Hourly	08/27/2012	40.00	10.00
News Herald	Jonas, Laura L		Hourly	05/18/2009	40.00	12.02

News Herald	Kainbryce,Kylandson		Hourly	04/27/2004	40.00	11.00
News Herald	Kampf,John R		Hourly	07/31/2002	40.00	15.17
News Herald	Kessel,Laura A		Salaried	06/16/1997	40.00	23.28
News Herald	Kleps,Kevin J		Salaried	11/08/1999	40.00	18.17
News Herald	Kuzik,Bradford M		Hourly	05/10/1997	40.00	15.18
News Herald	Lane,Keith C		Hourly	07/26/2008	20.00	10.00
News Herald	Lapinski,Ray		Salaried	05/18/1981	40.00	20.45
News Herald	Laws,John		Hourly	10/03/2012	20.00	10.00
News Herald	Leathers,Brian C		Hourly	08/07/2006	40.00	8.93
News Herald	Leathers,Ramonah J		Hourly	02/08/2007	40.00	8.76
News Herald	Lillstrung,Christopher M		Hourly	01/19/1999	40.00	13.86
News Herald	Linhart,Sean D		Salaried	09/11/2000	40.00	17.49
News Herald	Linhart,Vandy F		Hourly	01/26/1987	40.00	10.00
News Herald	Longbons,James		Hourly	01/28/2012	20.00	10.00
News Herald	Lory,Doug		Hourly	06/17/2011	20.00	10.00
News Herald	Lundblad,Elizabeth		Hourly	07/30/2012	40.00	12.00
News Herald	Mangan,Georgette		Salaried	04/02/2012	40.00	11.37
News Herald	Martin,Coty		Hourly	08/27/2012	40.00	8.50
News Herald	Mastascusa,Stacey L		Salaried	11/19/2007	40.00	20.67
News Herald	Maynard,Thomas		Hourly	11/16/2011	40.00	11.00
News Herald	McBride,Linda J		Salaried	06/15/1978	40.00	15.24
News Herald	McCalligan,Patrick		Hourly	10/14/2011	20.00	10.00
News Herald	McCloskey,Brian D	\$ 13,500	Salaried	02/22/1999	40.00	43.27
News Herald	Meszoros,Mark A		Salaried	08/28/2000	40.00	17.69
News Herald	Migliorini,Lisa		Hourly	08/01/2011	40.00	16.85
News Herald	Miller,Daphne A		Salaried	10/31/2005	40.00	25.00
News Herald	Minadeo,John A		Hourly	05/20/2008	25.00	7.70
News Herald	Molnar,Daniel F		Hourly	11/04/2009	20.00	7.70
News Herald	Moon,Clifford J		Hourly	10/04/1983	40.00	14.96
News Herald	Moran,Lee Ann		Salaried	01/24/1977	40.00	25.45
News Herald	Moster,Kathleen A		Hourly	08/07/2010	20.00	10.00
News Herald	Murano,Cassandra L		Salaried	11/12/1999	40.00	11.63
News Herald	Newnes,Eric D		Hourly	01/15/1997	40.00	14.20
News Herald	Niksa,Sharon		Hourly	04/16/2007	30.00	7.70
News Herald	Novak,Joseph		Hourly	11/04/2011	20.00	10.00
News Herald	Nystrom,Marcia A		Hourly	11/06/2000	20.00	9.20
News Herald	O'Brien,Alex S		Salaried	01/21/2009	40.00	10.00

News Herald	Palmer,Robin		Hourly	06/17/1980	40.00	21.53
News Herald	Pecsok,Donald J		Salaried	05/30/1990	40.00	18.78
News Herald	Penko,Ronald J		Hourly	10/29/1975	40.00	15.24
News Herald	Petit,Janice L		Salaried	02/07/2000	40.00	11.00
News Herald	Podolak,Janet J		Hourly	09/07/1971	40.00	21.10
News Herald	Podolski,Mark K		Salaried	10/07/1996	40.00	20.56
News Herald	Pottorff,Thomas F	\$ 11,250	Salaried	12/08/2009	40.00	36.06
News Herald	Primer,Howard		Hourly	09/01/1994	40.00	15.25
News Herald	Prior,James G		Hourly	08/01/1992	25.00	11.16
News Herald	Puruczky,Sharon J		Hourly	06/08/2009	40.00	10.50
News Herald	Quickle,Becky D		Hourly	06/27/1985	40.00	14.20
News Herald	Radtkin,Tammy L		Hourly	11/06/2006	25.00	7.88
News Herald	Reinhart,Max G		Hourly	06/07/2010	40.00	12.00
News Herald	Rogers,Gundi		Hourly	03/17/1999	40.00	8.97
News Herald	Roye,Kenneth A		Salaried	07/20/1998	40.00	25.00
News Herald	Russell,George H		Hourly	08/10/1999	40.00	13.35
News Herald	Ruzich,Thomas F		Hourly	04/19/2007	40.00	17.30
News Herald	Sadler,Cheryl L		Hourly	06/25/2007	40.00	12.88
News Herald	Sargent Jr,Richard T		Hourly	04/05/2007	30.00	10.00
News Herald	Schell,Jeffrey P		Salaried	08/13/2004	40.00	46.61
News Herald	Schneider,Melisa L		Hourly	05/16/1994	40.00	9.28
News Herald	Schneider,Roberta		Hourly	04/30/2012	19.00	10.00
News Herald	Schudel,Jeffrey R		Hourly	10/02/1972	40.00	30.93
News Herald	Schuett,Cory L		Hourly	01/19/2010	40.00	12.00
News Herald	Scott,Anne E		Hourly	08/14/1995	20.00	15.98
News Herald	Scott,David A		Hourly	10/23/1984	40.00	17.95
News Herald	Scott,David D		Salaried	07/18/1977	40.00	26.60
News Herald	Shellenberger,Michael P		Hourly	04/29/2000	40.00	15.35
News Herald	Shultz,Donna M		Salaried	02/26/2007	40.00	10.00
News Herald	Silvaroli,Andrew P		Salaried	08/18/2008	40.00	10.00
News Herald	Skrajner,Matthew		Hourly	11/28/2011	40.00	12.00
News Herald	Skursha,Douglas M		Hourly	10/24/2008	30.00	10.00
News Herald	Snodgrass,Glenn M		Hourly	09/18/2000	20.00	13.42
News Herald	Snyder,Elmer L		Hourly	09/09/2007	40.00	10.00
News Herald	Sterling,George E		Hourly	06/08/2001	40.00	13.10
News Herald	Stockdale,Alan L		Salaried	12/19/1977	40.00	28.90
News Herald	Stockdale,Noelle		Hourly	05/07/2012	40.00	10.00

News Herald	Stout,Robert E		Hourly	04/19/1989	40.00	15.24
News Herald	Sylor,Eric L		Hourly	05/01/1986	40.00	9.00
News Herald	Szarka,George		Salaried	07/31/1999	40.00	21.17
News Herald	Tarleton,Clark R		Hourly	04/03/2010	20.00	7.70
News Herald	Tompkins,Kimberly		Hourly	06/08/1983	40.00	16.56
News Herald	Touschner,William J		Hourly	04/03/2010	20.00	7.70
News Herald	Vincent,AnnMarie		Hourly	08/23/2011	40.00	11.00
News Herald	Walton,Kimberly D		Salaried	09/10/2008	40.00	10.00
News Herald	Williams,Kimberly A		Salaried	09/02/2003	40.00	11.62
News Herald	Woc,Loretta A		Hourly	11/20/1985	40.00	13.07
News Herald	Wong,Derrick D		Hourly	11/14/1984	40.00	16.22
News Herald	Woods,Robert J		Hourly	07/16/1999	40.00	16.75
News Herald	Wyne,Everett R		Hourly	05/23/2005	25.00	7.70
News Herald	Yranian,Paula J		Hourly	05/04/2009	20.00	9.00
Morning Journal	Adams,Ronald S.	\$ 14,000	Salaried	12/13/1995	40.00	33.65
Morning Journal	Allen,Joanne		Salaried	12/23/1974	40.00	19.00
Morning Journal	Andrews,Emily M		Salaried	07/10/2009	40.00	13.50
Morning Journal	Angiulo,Michael J		Salaried	12/17/2012	40.00	11.00
Morning Journal	Barefield,Justin C		Salaried	08/30/2010	40.00	10.00
Morning Journal	Barker,Linda C.		Salaried	11/17/1984	40.00	16.67
Morning Journal	Barney,Paul		Hourly	10/03/2011	40.00	11.00
Morning Journal	Beal,Ronald D.		Salaried	03/21/1994	40.00	33.65
Morning Journal	Berger,Candace J.		Hourly	07/27/1973	40.00	17.25
Morning Journal	Bielik,Timothy		Hourly	06/27/2011	40.00	11.00
Morning Journal	Bobel,James C.		Hourly	10/30/1989	40.00	14.71
Morning Journal	Burgos,Wendy M.		Salaried	09/29/1999	40.00	16.35
Morning Journal	Capasso,Thomas S.		Hourly	02/13/1979	40.00	8.95
Morning Journal	Clow,Deborah		Salaried	06/25/1979	40.00	20.00
Morning Journal	Cuevas,Shirley		Hourly	05/28/2003	10.00	7.85
Morning Journal	Cutler,Todd L		Salaried	05/07/2007	40.00	10.30
Morning Journal	Dampier,Sean T		Hourly	11/11/2006	30.00	7.70
Morning Journal	Delbusto,Edwin M.		Hourly	03/15/1990	30.00	8.56
Morning Journal	Delvalle,Gerry		Salaried	05/07/1990	40.00	17.65
Morning Journal	Diaz,Migdalia		Hourly	09/28/2012	20.00	7.85
Morning Journal	Dimacchia,Cathy		Salaried	04/20/1999	40.00	12.15
Morning Journal	Dora,Lois A		Hourly	07/21/2011	20.00	8.00
Morning Journal	Dowd,Abraham		Hourly	07/11/2000	20.00	7.85

Morning Journal	Edwards,Corena C		Salaried	09/19/2007	40.00	10.00
Morning Journal	Elliott,April L		Salaried	06/19/2006	40.00	21.50
Morning Journal	Faust,James G.		Hourly	10/13/2005	10.00	8.00
Morning Journal	Ferguson,Wilbur A.		Hourly	09/12/1978	30.00	11.52
Morning Journal	Fisher,Alan R.		Hourly	02/08/1985	40.00	19.45
Morning Journal	Flowers,Deborah A.		Hourly	04/02/1974	30.00	10.00
Morning Journal	Gollop,Howard E.		Salaried	03/05/1979	40.00	21.45
Morning Journal	Grattan, Timothy		Hourly	01/07/2011	10.00	8.00
Morning Journal	Greene,Samuel A		Hourly	07/09/2012	40.00	11.00
Morning Journal	Hall,Beverly		Hourly	11/16/2011	32.00	10.00
Morning Journal	Henry,Jason		Hourly	10/17/2011	40.00	11.00
Morning Journal	Iafolla,Natalie		Salaried	06/19/2012	40.00	10.00
Morning Journal	James,Jessica		Hourly	09/04/2012	40.00	11.00
Morning Journal	Ketcham,Daniel		Salaried	10/18/2012	40.00	10.00
Morning Journal	Knudsen,Cindy L.		Salaried	07/08/2003	40.00	16.35
Morning Journal	Konzelman,Catherine M.		Hourly	01/19/2002	30.00	7.86
Morning Journal	Mahilo,Dennis H.		Salaried	04/05/1997	40.00	14.86
Morning Journal	Mahoney,Scott		Hourly	09/11/2012	40.00	11.00
Morning Journal	Mawson,Adam M		Salaried	04/09/2007	40.00	10.00
Morning Journal	Morris,Dennis N.		Hourly	02/10/1998	30.00	7.70
Morning Journal	Nilges,Stephanie S		Hourly	11/22/2004	40.00	16.27
Morning Journal	Palmer,Mary		Hourly	10/26/2012	10.00	7.85
Morning Journal	Parker,Geraldine S		Hourly	10/20/1977	40.00	16.48
Morning Journal	Payerchin,Richard M.		Hourly	07/24/2000	40.00	15.50
Morning Journal	Post,Deborah L.		Hourly	06/12/1995	40.00	7.70
Morning Journal	Prihoda,Theresa		Hourly	06/02/2009	20.00	8.50
Morning Journal	Remington,Kaylee		Hourly	01/09/2012	40.00	11.00
Morning Journal	Rios,Anthony		Salaried	05/28/2008	40.00	15.00
Morning Journal	Sanchez,Joel		Salaried	03/12/1984	40.00	16.68
Morning Journal	Schumacher,Thomas		Salaried	04/30/2012	40.00	20.20
Morning Journal	Short, Frank Richard		Hourly	03/20/2005	10.00	8.00
Morning Journal	Short, Yvette R.		Hourly	02/05/1997	40.00	10.00
Morning Journal	Sigman, Jacqueline G		Salaried	03/05/2007	40.00	10.30
Morning Journal	Skoch, Thomas	\$ 9,360	Salaried	07/10/1984	40.00	30.00
Morning Journal	Smith, Darlene M.		Salaried	10/04/1977	40.00	19.81
Morning Journal	Snow, Wayne		Salaried	09/04/2012	40.00	96.15
Morning Journal	Sudbrook, Jeffrey C.	\$ 54,000	Salaried	02/01/1988	40.00	86.54

Morning Journal	Swan,Matthew		Hourly	03/14/2011	40.00	12.00
Morning Journal	Velazquez,Paula M.		Hourly	11/04/1996	40.00	7.70
Morning Journal	Vidika,Ronald G.		Hourly	11/04/1985	40.00	15.75
Morning Journal	Walker,Steve R		Hourly	08/12/2009	40.00	11.00
Morning Journal	Watson,Bonnie		Salaried	02/21/2011	40.00	10.00
Morning Journal	Wells,Joseph		Hourly	08/17/2007	10.00	7.85
Morning Journal	Williams,Cynthia		Salaried	02/04/1998	40.00	10.75
Morning Journal	Willis,Jeanette		Hourly	12/05/2011	40.00	9.00
Morning Journal	Zimmer,Carly		Hourly	10/17/2011	40.00	12.00
County Press	Crowe,Kathleen		Salaried	07/01/1983	37.50	17.74
County Press	Crowe,Richard L.		Salaried	01/01/1981	37.50	43.59
County Press	Donehower,Karen		Salaried	02/05/2007	37.50	0.00
County Press	Hackney,Thomas W.		Salaried	09/01/1992	20.00	0.00
County Press	Lanning,Genevieve		Hourly	08/01/1982	37.50	21.17
County Press	Mahoney,Frances M.		Salaried	01/01/1991	37.50	15.36
County Press	Otto,Anna Mary		Salaried	11/01/1979	37.50	17.96
County Press	Perryman,Christina M		Hourly	05/29/2001	19.00	12.00
County Press	Roselle,Elizabeth		Salaried	10/01/1987	37.50	19.98
County Press	Royal,Margaret		Salaried	02/01/1993	37.50	13.05
County Press	Whelan,Michael		Hourly	03/19/2008	5.00	11.00
County Press	Zechtzer,Flora		Salaried	11/01/1982	40.00	0.00
News of Delaware County	Arcidiacono,Joseph		Salaried	05/01/2009	37.50	14.00
News of Delaware County	Bistline,Patricia J.		Hourly	04/25/2005	37.50	8.36
News of Delaware County	Bjorkgren,David W.		Salaried	05/03/1985	37.50	17.84
News of Delaware County	Brocchi,Anthony		Hourly	12/15/2004	16.00	7.73
News of Delaware County	Cline,Joanne M.		Salaried	03/01/1989	40.00	0.00
News of Delaware County	Cutler,Richard		Salaried	04/29/1985	37.50	0.00
News of Delaware County	DeGrassa,Margaret		Salaried	11/29/2000	37.50	14.53
News of Delaware County	Dunbar,Ginger R		Hourly	11/12/2012	22.50	11.00
News of Delaware County	Goffredo,Olga		Hourly	01/26/2000	7.00	7.25
News of Delaware County	Lyman,Linda		Salaried	01/01/1989	40.00	13.50
News of Delaware County	McCole,Donna M.		Hourly	10/19/2000	25.00	16.70
News of Delaware County	McCormick,Dianne		Hourly	10/22/2003	37.50	12.73
News of Delaware County	Neborak,Anne S.		Hourly	09/22/1995	37.50	12.98
News of Delaware County	Parker,Christina J.		Salaried	10/14/1964	37.50	27.81
News of Delaware County	Taylor,John		Hourly	01/01/1993	15.00	11.08
News of Delaware County	Tustin,Kevin		Hourly	05/16/2012	37.50	11.00

News of Delaware County	Winnemore, Amy		Salaried	10/16/2000	37.50	12.59
Intercounty PA	Beitz, Joanne		Hourly	01/29/2008	37.50	14.67
Intercounty PA	Camacho, Cynthia		Salaried	02/01/1990	40.00	21.48
Intercounty PA	Cohen, Jay		Hourly	10/11/2004	37.50	11.74
Intercounty PA	Graser, Helen		Hourly	08/21/2006	37.50	13.77
Intercounty PA	Halfield, Kent		Hourly	12/01/2004	37.50	18.94
Intercounty PA	Tajc, Jerome		Hourly	11/03/2004	20.00	10.76
Intercounty PA	Vanderploeg-Yarnall, Amanda R		Hourly	02/11/2002	37.50	11.15
Interprint	Beals, Dennis		Salaried	02/23/1987	40.00	25.68
Interprint	Bisceglie Jr., John J.		Salaried	09/13/1989	40.00	31.02
Interprint	Garraud, Jean R	\$ 7,320	Salaried	07/18/2005	40.00	35.19
Interprint	Gutchigian, Margaret M.		Salaried	08/03/1994	40.00	22.53
Interprint	Hartigan, William C.		Salaried	05/13/2002	40.00	25.84
Interprint	Hensley, Kenneth W.		Hourly	08/24/1987	37.50	25.68
Interprint	Lichtenstein, Seymour	\$ 34,505	Salaried	08/16/1966	40.00	82.94
Interprint	Nelson Jr., Earl L.		Hourly	11/06/2004	40.00	20.78
Interprint	Parker, Dwayne D.		Hourly	10/01/1994	37.50	23.46
Interprint	Patel, Praful G.		Hourly	06/18/1997	37.50	12.31
Interprint	Rogers, Reginald C.		Hourly	04/18/2004	37.50	19.38
Interprint	Woodruff, Ronald H		Hourly	05/05/2011	37.50	17.00
Interprint	Zielinski, Mark E.		Hourly	08/25/1986	37.50	25.68
Main Line Media News	Adams, Bruce		Salaried	07/26/1999	37.50	15.84
Main Line Media News	Allison, Cheryl L.		Hourly	01/27/2003	37.50	17.71
Main Line Media News	Allison, Mary D		Hourly	03/25/2008	37.50	10.41
Main Line Media News	Bannan, Peter		Hourly	12/01/1992	37.50	17.68
Main Line Media News	Baron, Susan T.		Salaried	07/05/2000	37.50	19.52
Main Line Media News	Berman, Michael		Salaried	07/05/2011	37.50	15.39
Main Line Media News	Blanco, Julio		Hourly	05/31/2011	37.50	10.92
Main Line Media News	Corujo, David P		Salaried	04/09/2007	37.50	11.07
Main Line Media News	Davalos, Michael		Salaried	08/27/2012	37.50	12.05
Main Line Media News	Deninis, Francis J.		Salaried	11/03/1997	37.50	13.40
Main Line Media News	Gordon-O'Keeffe, Katharine		Salaried	10/01/1997	37.50	20.55
Main Line Media News	Greenspon, Susan		Salaried	08/05/2001	37.50	23.39
Main Line Media News	Hartshorn, Susan B.		Salaried	08/16/2004	37.50	11.16
Main Line Media News	Ilgenfritz, Richard		Hourly	03/12/2002	37.50	11.60
Main Line Media News	Joseph, Camilla L		Salaried	04/23/2002	37.50	10.25
Main Line Media News	Leighton, Jennifer L.		Hourly	03/22/2004	37.50	10.77

Main Line Media News	Pappano,Robert		Salaried	08/26/1995	37.50	15.52
Main Line Media News	Richards,Ryan		Salaried	07/24/1995	37.50	13.45
Main Line Media News	Robinson,Joseph		Hourly	06/07/2000	32.00	18.22
Main Line Media News	Stettler,Andrew		Salaried	05/18/2009	37.50	23.59
Main Line Media News	Thomas,Alan L.		Hourly	11/30/2000	37.50	13.46
Main Line Media News	Wert,Cheryl		Salaried	03/03/1995	37.50	23.44
Main Line Media News	Woods,Edna A.		Salaried	05/18/1998	37.50	17.22
Montgomery Media	Baron,John J.		Hourly	06/03/2004	37.50	13.60
Montgomery Media	Bell,John M.		Salaried	11/26/2001	37.50	14.10
Montgomery Media	Bergey,Nancy		Hourly	11/16/2009	25.00	7.92
Montgomery Media	Bernstiel,Sandra R.		Hourly	03/01/2001	37.50	16.28
Montgomery Media	Blalock,Kathleen		Salaried	12/14/1992	37.50	18.66
Montgomery Media	Boyd,Frank		Salaried	09/25/1989	37.50	28.21
Montgomery Media	Bruce,Mark		Salaried	03/23/2009	37.50	17.95
Montgomery Media	Burns,Caitlin		Hourly	06/06/2011	37.50	10.45
Montgomery Media	Carter,Joseph		Salaried	02/10/1994	37.50	26.39
Montgomery Media	Celona,Thomas		Salaried	05/18/2009	37.50	16.67
Montgomery Media	Cogswell,Maureen		Hourly	08/17/1989	37.50	11.82
Montgomery Media	Conran,Kristen		Salaried	09/27/2010	37.50	33.08
Montgomery Media	Curran,John R.		Salaried	04/09/2001	37.50	15.87
Montgomery Media	Dacanay,Ronald		Salaried	05/30/2006	37.50	19.96
Montgomery Media	DeAngelis,Bernard	\$ 21,000	Salaried	08/01/1977	37.50	53.85
Montgomery Media	Devlin,Eric		Hourly	05/29/2012	37.50	12.56
Montgomery Media	Dietz,Sharon		Salaried	09/05/1985	37.50	14.10
Montgomery Media	Drill,Heather		Salaried	07/02/2012	37.50	16.41
Montgomery Media	Finarelli,Linda		Salaried	03/25/1988	37.50	18.40
Montgomery Media	Flenders,Joseph		Hourly	11/21/1997	30.00	12.00
Montgomery Media	Freeman,Jarreau		Hourly	04/02/2012	37.50	10.51
Montgomery Media	Fry,Gregory		Salaried	06/11/2012	37.50	12.56
Montgomery Media	Gelinas,Lynn		Hourly	03/08/1982	20.00	14.22
Montgomery Media	Goodwin,Rachel M.		Hourly	06/05/1996	37.50	11.47
Montgomery Media	Greenberg,Adam C.		Salaried	03/06/2000	37.50	14.00
Montgomery Media	Hasson,John		Hourly	12/01/1974	19.00	12.00
Montgomery Media	Heron,Lawrence J.		Hourly	10/08/1994	37.50	22.82
Montgomery Media	Holloway,William		Salaried	12/29/1980	37.50	30.08
Montgomery Media	Iuele,Nicholas		Hourly	02/28/2012	37.50	10.51
Montgomery Media	Keeler,Robert		Hourly	05/22/1998	37.50	16.97

Montgomery Media	Kinzler, Kimberly		Salaried	09/20/2012	37.50	17.95
Montgomery Media	Krebs Jr., Ronald B		Salaried	01/01/2007	37.50	10.00
Montgomery Media	Lackman, Judy		Hourly	11/30/1972	37.50	19.17
Montgomery Media	Lendvay, Joseph		Hourly	06/21/1995	37.50	10.76
Montgomery Media	Marcus, Andrew		Hourly	05/29/2008	37.50	13.50
Montgomery Media	McTaggart, Bryan S.		Salaried	06/14/2004	37.50	35.20
Montgomery Media	Morsch, Michael E.	\$ 11,203	Salaried	06/16/2003	37.50	38.30
Montgomery Media	Prince, Michael		Hourly	08/04/2008	37.50	10.00
Montgomery Media	Quattrone, Frank		Salaried	06/19/1996	37.50	17.78
Montgomery Media	Raines, Robert		Hourly	09/16/1974	37.50	20.41
Montgomery Media	Reynolds, Paula A.		Salaried	01/26/2000	37.50	23.21
Montgomery Media	Roman, William S.		Salaried	02/20/1995	37.50	18.59
Montgomery Media	Ross, Meghan		Hourly	10/01/2012	37.50	10.00
Montgomery Media	Schmid, Maureen		Salaried	08/20/1993	37.50	22.64
Montgomery Media	Schwartz, Barbara		Salaried	03/14/1990	37.50	12.82
Montgomery Media	Smith, Bradford		Salaried	03/20/2006	37.50	51.28
Montgomery Media	Smith, Douglas O		Salaried	10/15/2012	37.50	15.38
Montgomery Media	Turkos, Joseph R		Hourly	08/28/2006	25.00	9.50
Montgomery Media	Vogel, Kathy		Hourly	10/31/2011	37.50	11.23
Review	Beetham Jr., George E.		Salaried	04/28/1986	37.50	22.10
Review	Della Porta, Anthony M.		Hourly	06/28/1995	18.00	9.75
Review	Henigan, Susan		Salaried	08/24/2001	37.50	15.03
Review	O'Leary, Nina A.		Hourly	02/02/1981	37.50	17.23
Review	Rampone, Kimberly		Hourly	02/11/2008	30.00	10.00
Review	Scally, Bernard J.		Hourly	09/09/2005	37.50	10.00
Review	Sliman, Kathleen		Salaried	10/08/2010	37.50	14.87
Berks-Mont Newspapers	Diehl, Denise		Salaried	01/18/1999	40.00	19.84
Berks-Mont Newspapers	Dietterick, Tim		Salaried	02/06/2006	40.00	16.26
Berks-Mont Newspapers	Dowlin, Brian		Salaried	09/12/2005	40.00	12.02
Berks-Mont Newspapers	Faust, Bradley		Salaried	07/09/2001	40.00	9.62
Berks-Mont Newspapers	Kearney, Andrew W		Salaried	04/19/2010	40.00	9.62
Berks-Mont Newspapers	Leshner, Diane		Hourly	07/26/2006	40.00	10.20
Berks-Mont Newspapers	Mitchell, Lisa		Salaried	02/06/2006	40.00	12.75
Berks-Mont Newspapers	Morrissey, Toni		Salaried	04/02/1992	40.00	14.03
Berks-Mont Newspapers	Paul, Patricia	\$ 18,487	Salaried	01/06/1997	40.00	44.44
Berks-Mont Newspapers	Reichl, Matthew		Salaried	11/08/2007	40.00	13.94
Berks-Mont Newspapers	Reinert, Clifford D		Salaried	02/03/2005	40.00	7.50

Berks-Mont Newspapers	Rovins, Donna M		Salaried	03/07/2011	40.00	14.90
Berks-Mont Newspapers	Schaeffer, Denise		Salaried	07/01/1997	40.00	22.21
Berks-Mont Newspapers	Tyrrell, Heather		Salaried	10/25/2007	40.00	12.69
Berks-Mont Newspapers	Webb, Eric		Salaried	05/29/1981	40.00	14.95
Berks-Mont Newspapers	Webster, Lorraine		Salaried	05/22/2000	40.00	9.62
Berks-Mont Newspapers	Weil, Brenda		Salaried	03/13/2000	40.00	8.75
Delaware County Daily Times	Altmann, Jillian M.		Salaried	05/14/2003	37.50	26.92
Delaware County Daily Times	Babiak, Joan M		Salaried	09/05/1978	37.50	24.02
Delaware County Daily Times	Birks, Deborah T	\$ 16,631	Salaried	08/10/1998	37.50	42.64
Delaware County Daily Times	Elliott, Kathleen		Hourly	08/14/2002	37.50	23.61
Delaware County Daily Times	Gana, Louis		Salaried	07/26/2002	37.50	25.49
Delaware County Daily Times	Hart, Joseph J		Salaried	12/06/1983	37.50	34.21
Delaware County Daily Times	Heron, Philip	\$ 14,009	Salaried	06/14/1982	37.50	47.89
Delaware County Daily Times	Kennedy, Diane M		Hourly	05/24/1999	37.50	20.73
Delaware County Daily Times	Potts, Joseph	\$ 12,311	Salaried	06/24/2002	37.50	42.09
Delaware County Daily Times	Shaffer, Leisha M		Salaried	01/01/2000	37.50	40.07
Delaware County Daily Times	Shiber, David C		Salaried	12/09/2007	37.50	24.10
Delaware County Daily Times	Stier, Luke T		Salaried	08/20/2012	37.50	14.36
Delaware County Daily Times	Allen, Richard		Hourly	12/07/1977	37.50	18.63
Delaware County Daily Times	Anderson, George		Hourly	06/18/1984	37.50	27.88
Delaware County Daily Times	Atkins, James		Hourly	02/15/1985	37.50	28.56
Delaware County Daily Times	Barr, George		Hourly	12/11/1975	37.50	21.46
Delaware County Daily Times	Bettcher, Lynn		Hourly	04/25/2005	37.50	16.09
Delaware County Daily Times	Bort, Fred C.		Hourly	03/09/1986	37.50	27.88
Delaware County Daily Times	Brophy, Dolores C		Hourly	09/16/1996	37.50	19.66
Delaware County Daily Times	Brown, Kenneth A		Hourly	09/21/1992	37.50	21.59
Delaware County Daily Times	Busch, Richard D		Hourly	10/18/1989	37.50	17.70
Delaware County Daily Times	Carey, Kathleen E.		Hourly	05/18/1998	37.50	27.20
Delaware County Daily Times	Carey, Vincent M.		Salaried	01/09/2000	37.50	28.56
Delaware County Daily Times	Carroll, Barbara		Hourly	10/10/1990	37.50	20.16
Delaware County Daily Times	Carr, Steven T		Hourly	07/06/2005	37.50	21.32
Delaware County Daily Times	Chandik, Matthieu		Hourly	07/01/2012	37.50	13.79
Delaware County Daily Times	Crist, Michael		Hourly	04/30/2002	37.50	20.77
Delaware County Daily Times	DeGeorge, Matthew		Hourly	10/21/2010	37.50	15.84
Delaware County Daily Times	Deitch, Dennis H.		Hourly	09/26/1994	37.50	27.20
Delaware County Daily Times	Drass, Anthony		Hourly	09/14/2012	20.00	9.00
Delaware County Daily Times	Engstrand, Stephanie		Hourly	08/01/2005	37.50	21.92

Delaware County Daily Times	Ferry,Patrick		Hourly	10/20/2006	37.50	21.32
Delaware County Daily Times	Frankenfield, Henry C.		Salaried	03/17/2003	37.50	25.36
Delaware County Daily Times	Freeman, Brian		Hourly	10/20/1997	37.50	28.56
Delaware County Daily Times	Gaskell, Charles		Hourly	08/10/2010	22.50	27.20
Delaware County Daily Times	George, Angela M		Hourly	10/13/2006	37.50	15.43
Delaware County Daily Times	Giacomucci, Monica		Hourly	11/07/2012	22.50	15.00
Delaware County Daily Times	Greto, Nicholas		Hourly	04/02/1979	37.50	27.88
Delaware County Daily Times	Grotz, Robert V		Hourly	05/18/1981	37.50	27.20
Delaware County Daily Times	Gurecki, Robert J		Hourly	09/26/1988	37.50	27.20
Delaware County Daily Times	Harshaw, Robert M		Hourly	06/20/2011	22.50	21.32
Delaware County Daily Times	Hartline, Eric T		Hourly	04/08/1996	37.50	27.20
Delaware County Daily Times	Hines, Lynita		Hourly	05/29/2012	37.50	13.78
Delaware County Daily Times	Hodges, Donald		Hourly	02/15/2005	37.50	21.32
Delaware County Daily Times	Iacono, Morris		Hourly	06/29/2012	20.00	9.00
Delaware County Daily Times	Imparato, Patricia		Hourly	07/17/2004	22.00	9.00
Delaware County Daily Times	Kearns, Todd E		Hourly	04/13/2005	37.50	21.32
Delaware County Daily Times	Kopp, John P		Hourly	05/26/2009	37.50	13.79
Delaware County Daily Times	Locher, Mark W		Hourly	09/22/1997	37.50	28.56
Delaware County Daily Times	Logue, Timothy F.		Hourly	03/15/1999	37.50	27.20
Delaware County Daily Times	Lynch, Danielle		Hourly	05/23/2007	37.50	15.94
Delaware County Daily Times	Mac Queen, Stephanie K.		Hourly	11/06/2000	37.50	20.16
Delaware County Daily Times	Margitich, Kevin		Salaried	09/05/2006	37.50	17.22
Delaware County Daily Times	McBreen, Jennifer		Hourly	10/09/2012	12.00	12.11
Delaware County Daily Times	McCaffery, John F		Hourly	09/26/1984	37.50	28.56
Delaware County Daily Times	McGowan, Edward		Hourly	09/11/1989	37.50	24.00
Delaware County Daily Times	McNichol, Thomas B		Hourly	12/04/1995	37.50	29.98
Delaware County Daily Times	Mengers, Patricia		Hourly	12/08/1975	37.50	27.20
Delaware County Daily Times	Miller, Jeffrey D.		Hourly	05/15/1989	37.50	28.56
Delaware County Daily Times	Most, Michael		Salaried	02/16/1986	37.50	25.99
Delaware County Daily Times	Naughton, Frena		Hourly	10/16/2012	37.50	14.36
Delaware County Daily Times	O'Neill, Darren R		Hourly	06/23/1996	37.50	27.88
Delaware County Daily Times	Panchelli, Michael A		Salaried	05/02/1994	37.50	25.36
Delaware County Daily Times	Parent, Robert L		Salaried	03/02/2007	37.50	28.56
Delaware County Daily Times	Quinn, Rose E.		Hourly	04/13/1987	37.50	27.20
Delaware County Daily Times	Resnick, Kathleen M		Salaried	03/02/1998	37.50	25.36
Delaware County Daily Times	Rogers, Margaret		Hourly	10/27/1980	37.50	20.16
Delaware County Daily Times	Rose, Alex D		Hourly	05/31/2004	37.50	21.27

Delaware County Daily Times	Sage,Helen		Salaried	11/15/1999	37.50	25.36
Delaware County Daily Times	Saggiomo,Angelo		Hourly	04/30/2007	37.50	19.67
Delaware County Daily Times	Scharr,Cynthia L		Hourly	06/24/1996	37.50	27.20
Delaware County Daily Times	Schnatz,Peter		Hourly	10/10/2012	22.50	15.84
Delaware County Daily Times	Scull,John A.		Salaried	06/25/1989	37.50	25.99
Delaware County Daily Times	Shepanski,Michael		Hourly	06/02/1981	37.50	27.88
Delaware County Daily Times	Sherman,Veronica M		Hourly	12/07/1992	37.50	27.20
Delaware County Daily Times	Shreckengost,Patricia C.		Salaried	01/17/2000	37.50	25.36
Delaware County Daily Times	Shuman,Joseph		Hourly	07/17/2004	37.50	21.51
Delaware County Daily Times	Smaletz,Vanessa		Hourly	09/25/2012	37.50	14.36
Delaware County Daily Times	Small,Leslie C		Salaried	12/28/2010	37.50	15.84
Delaware County Daily Times	Smith,Matthew		Hourly	08/14/2006	37.50	13.79
Delaware County Daily Times	Snyder,Dawn M.		Salaried	10/24/1989	37.50	25.99
Delaware County Daily Times	Spencer,F Gilman		Hourly	01/16/1984	37.50	29.91
Delaware County Daily Times	Spencer,Wallace H.		Hourly	09/10/1984	37.50	27.88
Delaware County Daily Times	Stone,Michele J		Hourly	09/08/1986	37.50	25.36
Delaware County Daily Times	Sullivan III,Vincent F		Hourly	02/25/2008	37.50	13.79
Delaware County Daily Times	Sweeney,Torin P		Salaried	08/27/2012	37.50	18.63
Delaware County Daily Times	Testar,Michael S		Hourly	09/19/2011	15.00	21.32
Delaware County Daily Times	Toohey,Terrence		Hourly	06/08/1981	37.50	27.20
Delaware County Daily Times	Torrens,Phillip		Hourly	11/08/2011	20.00	21.32
Delaware County Daily Times	Tuleya,Robert		Salaried	04/05/2004	37.50	17.65
Delaware County Daily Times	Vanatter,David V.		Hourly	08/15/2004	37.50	21.51
Delaware County Daily Times	Vance,Denise L		Salaried	07/31/2008	37.50	14.93
Delaware County Daily Times	Venafr,John J.		Hourly	06/02/2002	4.00	9.00
Delaware County Daily Times	Vito,Christopher A		Hourly	11/23/2007	37.50	17.13
Delaware County Daily Times	Warrington,Kathryn A		Hourly	02/08/1990	37.50	21.76
Delaware County Daily Times	Weiser,Robert L.		Hourly	09/13/2000	37.50	28.56
Delaware County Daily Times	Whiteman,Sandra L.		Salaried	01/08/1989	37.50	25.99
Delaware County Daily Times	Wilkinson,Julia A		Hourly	06/27/2008	37.50	14.83
Delaware County Daily Times	Williams,John P.		Hourly	07/24/2004	37.50	21.50
Delaware County Daily Times	Wise,Theresa A.		Salaried	02/01/1999	37.50	25.36
Delaware County Daily Times	Wisnewski,Marylynn		Hourly	02/08/1999	37.50	20.16
Delaware County Daily Times	Wolfe,Jeffrey J		Hourly	09/24/2009	37.50	19.67
Journal Register Offset Print	Allen,Nadine		Hourly	03/15/2012	19.00	7.50
Journal Register Offset Print	Anderson Sr.,Harry		Hourly	01/30/2012	19.00	8.00
Journal Register Offset Print	Angelucci,John		Salaried	10/11/2001	40.00	41.43

Journal Register Offset Print	Anim,Francis		Hourly	01/16/2006	40.00	20.40
Journal Register Offset Print	Barlow,Ryan		Hourly	09/05/1996	40.00	24.21
Journal Register Offset Print	Blimline,Anthony		Hourly	11/05/2002	40.00	23.00
Journal Register Offset Print	Bowers,Glenn		Hourly	06/29/1987	40.00	17.49
Journal Register Offset Print	Branch,Robert		Hourly	08/15/2012	19.00	8.00
Journal Register Offset Print	Brown,Nathan		Hourly	11/17/2004	40.00	10.00
Journal Register Offset Print	Buckwalter,Gary		Hourly	06/10/2004	40.00	14.42
Journal Register Offset Print	Byrd,Jack R		Hourly	09/17/2011	19.00	15.50
Journal Register Offset Print	Cannon,Roger E		Hourly	06/15/2012	19.00	8.00
Journal Register Offset Print	Carfagno,Michael D		Hourly	06/14/2012	19.00	15.50
Journal Register Offset Print	Carter,Adrian		Hourly	06/19/2002	40.00	14.57
Journal Register Offset Print	Carter,Donte		Hourly	09/06/2012	19.00	8.00
Journal Register Offset Print	Castelli,Anthony E.		Hourly	02/10/2001	40.00	12.00
Journal Register Offset Print	Clemmer,Ricky J		Hourly	02/25/2011	19.00	20.00
Journal Register Offset Print	Coleman Sr.,Richard		Hourly	11/19/2012	19.00	7.50
Journal Register Offset Print	Coleman,Jeremy J		Hourly	08/31/2010	19.00	8.00
Journal Register Offset Print	Coleman,Kyle A.		Hourly	11/15/2010	19.00	8.00
Journal Register Offset Print	Coleman,Richard A		Hourly	08/12/2011	19.00	8.00
Journal Register Offset Print	Coppola,Gary	\$ 21,115	Salaried	09/08/1997	40.00	50.76
Journal Register Offset Print	Coppola,Jason		Hourly	04/28/2012	19.00	8.00
Journal Register Offset Print	Deluca,Stephen		Hourly	09/17/2002	19.00	8.75
Journal Register Offset Print	Desimone,Jenard		Hourly	06/29/1965	40.00	21.43
Journal Register Offset Print	Dreibelbis,Alan T.		Hourly	02/06/2006	40.00	20.00
Journal Register Offset Print	Egolf,Thomas R	\$ 11,340	Salaried	02/21/1994	40.00	36.35
Journal Register Offset Print	Eshbach,David		Hourly	10/16/2006	19.00	22.50
Journal Register Offset Print	Evans,Benjamin		Hourly	05/10/2012	24.00	10.00
Journal Register Offset Print	Evans,Steven		Salaried	10/28/1996	40.00	31.52
Journal Register Offset Print	Fernandes,Jamie		Hourly	03/26/1999	40.00	17.17
Journal Register Offset Print	Gallimore,Maurice		Hourly	03/15/2012	19.00	8.00
Journal Register Offset Print	Gibson,Daryl		Hourly	03/20/1997	40.00	15.86
Journal Register Offset Print	Grant,Jeffrey M		Hourly	04/11/1994	21.00	20.00
Journal Register Offset Print	Grove,Amarte		Hourly	01/21/2011	19.00	7.50
Journal Register Offset Print	Groves,Derrick		Hourly	09/10/2002	40.00	16.65
Journal Register Offset Print	Hallman,Kent		Salaried	11/14/2005	40.00	24.76
Journal Register Offset Print	Harrington,Marion		Hourly	10/11/2011	19.00	8.00
Journal Register Offset Print	Harris,Elisha		Hourly	08/03/2011	19.00	8.00
Journal Register Offset Print	Heller,Jared		Hourly	11/21/2012	19.00	7.50

Journal Register Offset Print	Hoffman, Gerald		Salaried	04/29/1966	40.00	27.67
Journal Register Offset Print	Holmes II, Maurice		Hourly	12/11/2012	19.00	7.50
Journal Register Offset Print	Hostetler, Robert		Hourly	12/08/2008	19.00	8.00
Journal Register Offset Print	Huskey, Michael		Hourly	03/30/2007	19.00	8.25
Journal Register Offset Print	Hyatt, Wayne		Hourly	11/09/2011	19.00	8.00
Journal Register Offset Print	Irons, Danielle		Hourly	01/19/2010	19.00	8.00
Journal Register Offset Print	Irons, Novella		Hourly	04/27/2006	19.00	7.50
Journal Register Offset Print	Irons, Wayne		Hourly	08/27/2012	19.00	8.00
Journal Register Offset Print	Jackson, Darryle S		Hourly	06/16/2011	19.00	8.00
Journal Register Offset Print	Jackson, Taneil		Hourly	10/31/2011	19.00	8.00
Journal Register Offset Print	Jones Jr., Tory		Hourly	05/08/2012	19.00	8.00
Journal Register Offset Print	Joyce, Ronald B		Hourly	06/14/2012	19.00	15.50
Journal Register Offset Print	Kane, Steven		Hourly	03/12/1984	40.00	23.46
Journal Register Offset Print	Kash, Ossama		Hourly	09/23/1980	40.00	20.40
Journal Register Offset Print	Kniple, Ryan		Hourly	09/12/2012	19.00	8.00
Journal Register Offset Print	Koziol, Thomas		Hourly	04/25/2005	40.00	20.40
Journal Register Offset Print	Lopez, Justine		Hourly	10/25/2011	19.00	8.00
Journal Register Offset Print	Maddox, Precious M		Hourly	06/12/2012	19.00	8.00
Journal Register Offset Print	Mahoney, Joseph P.		Salaried	07/09/1976	40.00	26.11
Journal Register Offset Print	Martin-Aylam, Janet		Hourly	08/02/2005	19.00	8.25
Journal Register Offset Print	Mason, Taneeta A		Hourly	12/01/2008	19.00	7.50
Journal Register Offset Print	Mason, Terrance		Hourly	02/11/2007	40.00	12.50
Journal Register Offset Print	McGrath, James		Hourly	06/21/2004	40.00	23.00
Journal Register Offset Print	McGuire, John		Hourly	04/11/2007	19.00	8.25
Journal Register Offset Print	McIlroy, Richard A.		Hourly	02/13/2006	40.00	22.00
Journal Register Offset Print	McNeil, George		Hourly	05/29/2012	19.00	8.00
Journal Register Offset Print	Meehan, Edward		Hourly	08/20/1995	40.00	15.25
Journal Register Offset Print	Miladin, Thomas		Hourly	11/18/1979	40.00	22.46
Journal Register Offset Print	Missimer, Sandra		Hourly	05/07/2002	19.00	9.00
Journal Register Offset Print	Motto, Leslie		Hourly	01/25/2004	40.00	16.65
Journal Register Offset Print	Moyer, Vicki L		Hourly	02/12/2008	40.00	15.45
Journal Register Offset Print	Murray, Robert		Hourly	02/17/2005	40.00	20.00
Journal Register Offset Print	Newton, Nashun		Hourly	05/13/2012	19.00	8.00
Journal Register Offset Print	Ontiveros, Bonnie		Hourly	04/14/2009	19.00	8.00
Journal Register Offset Print	Parker, Herbert		Hourly	09/04/2012	19.00	8.00
Journal Register Offset Print	Paskings Sr., Dereck		Hourly	01/13/2004	40.00	16.00
Journal Register Offset Print	Paskings, Jordan		Hourly	05/08/2012	19.00	8.00

Journal Register Offset Print	Paskings,Vincent		Hourly	01/11/2005	40.00	14.25
Journal Register Offset Print	Patitucci,Joseph S		Hourly	10/30/2006	40.00	23.23
Journal Register Offset Print	Pierce,Charles		Salaried	09/23/1975	40.00	32.47
Journal Register Offset Print	Posey,David		Hourly	05/13/1991	40.00	24.79
Journal Register Offset Print	Rhodes,Mark		Hourly	05/31/2000	40.00	16.90
Journal Register Offset Print	Richardson,Anthony		Hourly	03/15/2012	19.00	7.50
Journal Register Offset Print	Richardson,Robert		Hourly	04/10/2012	19.00	8.00
Journal Register Offset Print	Rodriguez,Stefanie		Hourly	02/03/2010	19.00	8.00
Journal Register Offset Print	Roland,Quay		Hourly	04/06/2011	19.00	16.50
Journal Register Offset Print	Saylor,Sharon		Hourly	04/20/2007	40.00	16.00
Journal Register Offset Print	Scaduto,Augustus		Hourly	12/13/1999	40.00	24.89
Journal Register Offset Print	Schneider,Michael		Hourly	08/06/2011	19.00	16.00
Journal Register Offset Print	Schweigart,Charles		Hourly	03/13/1992	19.00	9.25
Journal Register Offset Print	Scott,Ernest		Hourly	12/26/2008	26.00	18.00
Journal Register Offset Print	Shunk,Gary		Hourly	08/18/2006	19.00	8.25
Journal Register Offset Print	Simons,Joseph		Hourly	06/13/2012	19.00	15.50
Journal Register Offset Print	Siter,Joseph		Hourly	05/26/1995	40.00	24.45
Journal Register Offset Print	Smith,Anthony P		Hourly	02/07/2011	40.00	18.50
Journal Register Offset Print	Szydlowski,Eileen		Hourly	04/08/2008	19.00	8.00
Journal Register Offset Print	Troutman,Thomas		Hourly	07/20/2011	19.00	15.50
Journal Register Offset Print	Twardowski,Kevin		Hourly	04/28/2009	20.00	23.25
Journal Register Offset Print	Vache,Donald		Salaried	12/15/1990	40.00	30.94
Journal Register Offset Print	Vallone,David		Hourly	04/20/2006	40.00	18.00
Journal Register Offset Print	Vogin,Adam		Hourly	12/11/2009	40.00	17.50
Journal Register Offset Print	Wertz,Jeffrey		Hourly	10/04/2012	19.00	7.50
Journal Register Offset Print	Williams,Clifford		Hourly	09/13/2012	19.00	8.00
Journal Register Offset Print	Williams,Robin		Hourly	11/19/2002	19.00	8.75
Journal Register Offset Print	Williams,Rodkeem		Hourly	08/20/2012	19.00	8.00
Journal Register Offset Print	Wilson,Howard		Hourly	01/12/2006	19.00	8.25
Nittany Valley Offset	Baney,M. J.		Hourly	01/30/1984	40.00	16.46
Nittany Valley Offset	Bechdel Jr.,Frederick W		Hourly	05/14/2012	40.00	13.73
Nittany Valley Offset	Bickle,Stuart W		Hourly	03/24/2008	40.00	9.50
Nittany Valley Offset	Boone,Jenny L		Hourly	07/10/2006	40.00	15.63
Nittany Valley Offset	Bostrom,Brian		Salaried	01/17/2011	40.00	21.63
Nittany Valley Offset	Bourne,Daniel R		Hourly	10/24/2011	40.00	11.00
Nittany Valley Offset	Bowers,Jon E.		Salaried	09/20/1984	40.00	29.72
Nittany Valley Offset	Bradley,Jerry		Hourly	08/09/2010	40.00	10.00

Nittany Valley Offset	Brant, Tammy M.		Hourly	01/26/2004	40.00	10.65
Nittany Valley Offset	Butkins, P. Robert	\$ 24,205	Salaried	08/18/2003	40.00	58.19
Nittany Valley Offset	Cain, William B.		Hourly	06/24/1997	40.00	16.40
Nittany Valley Offset	Crihfield, Neil A.		Hourly	12/01/2003	40.00	17.91
Nittany Valley Offset	Day, Steven W.		Salaried	05/03/1984	40.00	23.00
Nittany Valley Offset	Eldred, Bethann		Salaried	05/23/2011	40.00	13.50
Nittany Valley Offset	Foster, Roger D.		Hourly	01/10/2005	40.00	14.00
Nittany Valley Offset	Fowler, Shirley R.		Salaried	12/23/2005	40.00	21.63
Nittany Valley Offset	Gerasenko, Tatyana		Hourly	06/28/2010	40.00	11.00
Nittany Valley Offset	Guyer, Gloria J.		Hourly	03/05/1984	40.00	11.48
Nittany Valley Offset	Heeman, Sherry L.		Hourly	01/26/2004	40.00	9.10
Nittany Valley Offset	Henry, Lance E		Hourly	01/23/2007	40.00	13.00
Nittany Valley Offset	Hipple, Frank R.		Hourly	05/06/2002	40.00	11.82
Nittany Valley Offset	Ivicic Jr., Stephen T.		Salaried	11/17/2004	40.00	18.47
Nittany Valley Offset	Kelley, Eric C.		Hourly	07/20/1998	40.00	16.51
Nittany Valley Offset	Kimmich, Gregory J		Salaried	03/19/2012	40.00	21.63
Nittany Valley Offset	Kleinfelter, Kenneth		Hourly	06/09/2010	40.00	14.28
Nittany Valley Offset	Lingle, Jody L.		Salaried	06/18/1984	40.00	13.88
Nittany Valley Offset	Long, Michael		Hourly	06/11/2012	40.00	10.00
Nittany Valley Offset	Long, Walter N.		Salaried	12/10/1984	40.00	29.67
Nittany Valley Offset	Markel, Larry E.		Salaried	04/29/2005	32.00	23.25
Nittany Valley Offset	Mays, Scott D.		Hourly	04/26/2004	40.00	16.23
Nittany Valley Offset	McClure, Stephen D.		Hourly	07/17/1989	40.00	16.80
Nittany Valley Offset	McInnis, Wendy R.		Salaried	06/02/2003	40.00	25.24
Nittany Valley Offset	Narehood, William G.		Salaried	01/23/1984	40.00	23.93
Nittany Valley Offset	Rockey, Christopher		Hourly	07/01/2002	40.00	11.50
Nittany Valley Offset	Stover, Matthew Y.		Hourly	09/11/2004	40.00	11.00
Nittany Valley Offset	Stroud Jr., James H.		Hourly	03/29/2004	40.00	15.33
Nittany Valley Offset	Summers, Todd R		Hourly	01/19/2009	40.00	17.00
Nittany Valley Offset	Thompson, Alan		Hourly	05/24/2010	40.00	10.00
Nittany Valley Offset	Tornetta, Charles		Salaried	05/16/2011	40.00	27.64
Nittany Valley Offset	Von Gunden, Gary L.		Salaried	01/27/2003	40.00	13.63
Nittany Valley Offset	Vonada, Aaron S.		Hourly	09/28/1987	40.00	20.94
Nittany Valley Offset	West, Paul		Hourly	10/19/2011	40.00	15.00
Nittany Valley Offset	Wilgus, William R.		Hourly	12/01/1997	40.00	15.84
Nittany Valley Offset	Wilkinson, Terry A.		Salaried	08/13/2001	40.00	25.47
Phoenixville	Finneran, Justin		Salaried	09/01/2010	40.00	12.50

Phoenixville	Kingsbury,Deborah		Salaried	12/17/1991	40.00	9.78
Phoenixville	Sankey,Barry		Hourly	10/14/1992	40.00	9.59
Phoenixville	Varady,John		Salaried	11/15/1988	40.00	15.38
Mercury	Abbott,Thomas	\$ 22,500	Salaried	03/11/1985	37.50	57.69
Mercury	Antush,Timothy D.		Hourly	01/19/1988	6.00	17.83
Mercury	Batten Jr.,Stephen R		Salaried	05/02/2006	37.50	31.85
Mercury	Baumgartner,Linda		Hourly	10/16/2007	24.00	12.86
Mercury	Bieber,Nathan D		Hourly	04/18/2008	15.00	12.09
Mercury	Blanchard,Rebecca A		Salaried	06/25/2012	40.00	11.53
Mercury	Boyer,William H.		Hourly	11/19/1980	37.50	17.83
Mercury	Brandt,Evan A.		Hourly	11/10/1997	37.50	24.60
Mercury	Briel,Patricia A		Hourly	07/12/2008	20.00	12.09
Mercury	Brumbaugh,Rebecca C		Hourly	12/15/2011	37.50	12.86
Mercury	Chec,Megan		Hourly	04/16/2007	37.50	12.86
Mercury	Cinege,Shyre H		Salaried	09/17/2012	37.50	15.13
Mercury	Coldren Jr.,William H.		Salaried	12/13/2001	37.50	25.13
Mercury	Comfort,Michael G.		Salaried	01/02/1985	37.50	23.37
Mercury	Dunn,David B		Hourly	12/09/2010	15.00	11.91
Mercury	Eshbach,Debra F.		Hourly	01/03/2003	19.00	13.05
Mercury	Faust,Eileen E.		Salaried	12/09/2003	37.50	22.89
Mercury	Forst,Joseph E	\$ 16,000	Salaried	02/18/2008	37.50	41.03
Mercury	Fuerman,Neil R.		Hourly	09/10/2000	25.00	12.09
Mercury	Gawronski,Ryan P		Hourly	05/13/2008	12.00	12.09
Mercury	Glasner,Robert C		Hourly	08/28/2011	20.00	11.91
Mercury	Gordon,Steven A		Salaried	07/28/2008	37.50	15.13
Mercury	Grenewald,John A.		Hourly	01/08/2003	35.00	13.43
Mercury	Grumling,Darryl G		Hourly	02/14/2011	37.50	15.88
Mercury	Hefelfinger,Richard W		Hourly	06/01/2010	15.00	11.91
Mercury	Hertzog,Austin Kyle		Hourly	05/24/2006	37.50	21.18
Mercury	Hessler,Carl D.		Hourly	02/27/1989	37.50	24.60
Mercury	Hoffman,Diane C.		Salaried	07/10/2000	37.50	21.02
Mercury	Hoffman,Kevin		Hourly	09/29/1986	37.50	24.60
Mercury	Holloway,William G.		Hourly	05/08/1980	37.50	17.83
Mercury	Karas,Michelle R.		Salaried	10/10/2005	37.50	20.46
Mercury	Klaus,Susan		Hourly	10/24/2005	37.50	16.45
Mercury	Koch,Gene H.		Salaried	05/04/1967	37.50	23.37
Mercury	Levan,Cynthia		Hourly	02/27/1984	37.50	20.35

Mercury	Levengood, David S.		Hourly	07/07/1975	37.50	24.60
Mercury	Levengood, Ralph C.		Salaried	09/19/1977	37.50	23.37
Mercury	Lott, Diane L.		Hourly	01/18/2002	23.00	13.05
Mercury	Luckenbach, Jenna L.		Hourly	08/17/2005	35.00	13.43
Mercury	March, Nancy L.	\$ 13,125	Salaried	08/03/1998	37.50	44.87
Mercury	Massi, Christopher		Hourly	10/31/2011	20.00	11.91
Mercury	McKelvey, Patricia J.		Salaried	03/03/1987	37.50	27.47
Mercury	McMullen, Frank T		Hourly	10/04/2008	23.00	11.97
Mercury	Militano, Mark A.		Salaried	10/12/1987	37.50	23.37
Mercury	Miller, Lee E		Hourly	01/27/2008	17.00	12.09
Mercury	Moore, Steven		Hourly	09/05/2006	37.50	21.18
Mercury	Morris, Robert E.		Hourly	05/07/1990	37.50	20.70
Mercury	Moses, Jeffrey R.		Hourly	03/20/1984	37.00	17.83
Mercury	Moyer, Daniel C.		Hourly	09/29/2000	35.00	13.60
Mercury	O'Neill, Kathryn L		Salaried	08/16/2010	37.50	20.51
Mercury	Otto, Francis M		Hourly	06/06/2011	37.50	12.80
Mercury	Pace, Donna Marie		Salaried	09/20/2004	37.50	19.67
Mercury	Petery, Brian C.		Hourly	07/21/2003	35.00	13.43
Mercury	Petro, Linda C.		Hourly	01/18/1972	37.50	19.44
Mercury	Phyrillas, Tony A.		Salaried	03/10/1997	37.50	29.44
Mercury	Powers, Martha J.		Hourly	06/26/2002	37.50	16.12
Mercury	Pritskutch, Joseph K		Salaried	10/15/2012	37.50	11.37
Mercury	Reininger, Charles E.		Hourly	11/03/2004	27.00	12.09
Mercury	Rheel, Tracie A		Salaried	08/14/2006	37.50	17.65
Mercury	Ross, Rosemarie		Hourly	10/14/1996	37.50	24.60
Mercury	Schultz, Alan T		Hourly	10/04/2008	18.00	11.97
Mercury	Schurr, Pamela		Hourly	03/30/1985	29.00	16.92
Mercury	Seeley, Donald S.		Salaried	08/30/1981	37.50	28.68
Mercury	Shainline, Regina M.		Hourly	06/11/1979	37.50	24.60
Mercury	Smeyne, Steven M		Salaried	10/18/2010	40.00	34.86
Mercury	Soos, Daniel J		Hourly	10/16/2011	15.00	11.91
Mercury	Spohn, Michael C.		Salaried	08/21/1995	37.50	29.28
Mercury	Springman, Tamera S.		Hourly	04/17/2001	37.50	12.90
Mercury	Stover, Jeffrey A.		Hourly	12/19/1983	37.50	24.60
Mercury	Strickler, John W.		Salaried	05/20/1974	37.50	34.11
Mercury	Thornburg, Cheryl		Hourly	08/16/2004	37.50	21.50
Mercury	Toth, Kimberly A.		Hourly	03/31/1986	37.50	16.92

Mercury	Vitacco Jr,Anthony W		Hourly	07/06/2005	12.00	12.09
Mercury	Wambach,Lona L.		Hourly	09/08/1988	35.50	19.06
Mercury	Weikel,Tammy L.		Hourly	03/07/1983	37.50	16.92
Mercury	Wolfel,Shawn		Salaried	08/24/2007	37.50	22.56
Mercury	Wright,James R		Hourly	03/12/2012	37.50	21.18
Mercury	Yergey,Gregory A		Salaried	05/04/2009	37.50	16.22
Mercury	Yoder,Nathan S		Hourly	03/21/2011	22.00	11.91
Mercury	Zatratz,John M.		Salaried	06/12/1995	37.50	23.37
The Reporter	Agbodjogbe,Ronel		Hourly	09/22/2010	20.00	11.00
The Reporter	Alcott,Rose		Salaried	10/04/1993	40.00	17.91
The Reporter	Arkans,Daniel		Salaried	09/26/2005	40.00	18.85
The Reporter	Bingaman,Brian		Hourly	02/28/2000	40.00	15.30
The Reporter	Bossard,Barbara		Hourly	09/22/1998	40.00	11.21
The Reporter	Cabrey,Michael		Salaried	05/22/2006	40.00	15.88
The Reporter	Carpenter,Laura		Hourly	07/23/2002	20.00	8.00
The Reporter	Connelly,Traci		Salaried	08/10/2009	40.00	14.20
The Reporter	Cornell,Ann		Salaried	09/13/2005	40.00	26.44
The Reporter	Franchetti,Carolyn A		Salaried	05/09/2011	40.00	15.63
The Reporter	Fritz,Dena M.		Salaried	11/03/1997	40.00	48.08
The Reporter	Gehman,Heather		Salaried	11/01/2004	40.00	14.42
The Reporter	Gillen,Margi		Salaried	03/28/2011	40.00	14.42
The Reporter	Goldberg,Michael A		Hourly	11/26/2012	40.00	14.56
The Reporter	Haley,Carole A		Hourly	10/15/2007	13.00	10.75
The Reporter	Hansen,Martin		Hourly	10/10/2005	40.00	10.50
The Reporter	Harmon,Lisa		Salaried	05/21/2012	40.00	15.38
The Reporter	Harris,H. Scott		Hourly	01/05/2009	20.00	11.00
The Reporter	Hill,Holly		Hourly	06/22/1978	40.00	18.17
The Reporter	Hunter,Kevin		Hourly	01/10/2000	40.00	15.57
The Reporter	Lawson,Jennifer		Hourly	09/17/2012	40.00	13.92
The Reporter	Linderman,Pamela C		Hourly	01/09/2006	40.00	15.50
The Reporter	Long,Teresa J		Salaried	09/22/2008	40.00	15.40
The Reporter	Moyer,Brian		Salaried	01/25/2005	40.00	13.66
The Reporter	Patton,Geoffrey		Salaried	10/05/1992	40.00	21.89
The Reporter	Phung,Jessica L		Salaried	07/20/1998	40.00	15.38
The Reporter	Piccirilli,Amanda		Salaried	01/25/2011	40.00	14.42
The Reporter	Psoras,Mark		Hourly	11/28/2000	40.00	17.05
The Reporter	Raber,Patricia S		Hourly	01/15/2007	13.00	10.75

The Reporter	Schlegel,Bradley		Hourly	06/15/2006	40.00	13.26
The Reporter	Sharer,Daniel		Salaried	02/24/2003	40.00	18.57
The Reporter	Short,Evelyn		Hourly	01/15/2001	40.00	15.45
The Reporter	Sokil,Daniel A		Hourly	01/02/2008	40.00	12.50
The Reporter	Stanley,Christopher		Salaried	08/02/1989	40.00	25.00
The Reporter	Torregrosa-Vazquez,Aixa		Salaried	02/24/1993	40.00	20.54
The Reporter	Webb JR,John G		Salaried	02/11/2008	40.00	15.74
The Times Herald	Bandy,Taylor		Salaried	01/04/2008	37.50	12.13
The Times Herald	Bangert,William J		Hourly	03/21/1983	37.50	15.25
The Times Herald	Barron,Joseph R.		Salaried	11/20/2000	37.50	13.97
The Times Herald	Berk,Lori		Salaried	03/18/2010	37.50	13.67
The Times Herald	Bernstiel,Amy		Salaried	12/30/1996	37.50	22.62
The Times Herald	Brady,Linda		Hourly	06/01/1999	37.50	11.04
The Times Herald	Brown,John A		Hourly	05/04/1995	37.50	21.42
The Times Herald	Butts,Lawrence	\$ 9,150	Salaried	11/21/2005	37.50	31.28
The Times Herald	Campbell,Ashley		Salaried	05/11/2010	37.50	16.05
The Times Herald	Carvalho,Daniel		Salaried	09/25/2012	37.50	13.37
The Times Herald	Clark,Katherine		Salaried	06/01/2009	37.50	15.38
The Times Herald	Dehuff,Jennifer		Salaried	03/16/2010	37.50	13.97
The Times Herald	Dugan,Louise		Hourly	10/19/1987	37.50	16.13
The Times Herald	Engell,Katharine		Salaried	08/13/2012	37.50	13.37
The Times Herald	Fioriglio,Anthony		Salaried	06/10/2012	37.50	13.37
The Times Herald	Fulginiti,John		Salaried	10/10/2012	37.50	12.19
The Times Herald	Garvey,Stephen		Salaried	09/29/2011	37.50	14.82
The Times Herald	Glantz,Gordon L		Salaried	05/14/1995	37.50	20.83
The Times Herald	Goss,Cherie		Salaried	09/20/1989	37.50	17.34
The Times Herald	Gray,Samantha		Salaried	09/17/2012	37.50	13.37
The Times Herald	Halali,Sara		Salaried	09/04/2012	37.50	12.19
The Times Herald	Hector,Joanne M		Hourly	05/15/1970	37.50	19.22
The Times Herald	Hoff,Adrianna		Hourly	10/09/2012	37.50	12.33
The Times Herald	Huskey,Stan B.	\$ 8,930	Salaried	01/18/1996	37.50	30.53
The Times Herald	Jefferson,Florence		Hourly	10/03/1997	37.50	13.33
The Times Herald	Johns,Philomena M		Salaried	07/03/1972	37.50	25.74
The Times Herald	Kamens,Gene		Hourly	04/10/2000	20.00	12.00
The Times Herald	Kelly,Robert J		Salaried	10/11/2007	37.50	17.23
The Times Herald	Kulp,Nancy		Hourly	08/03/1987	37.50	11.62
The Times Herald	Lloyd,Rosa		Hourly	09/05/2000	27.50	9.05

The Times Herald	Puleo,Gary		Hourly	02/26/2001	37.50	14.56
The Times Herald	Rodgers,Cheryl		Salaried	05/04/1987	37.50	24.72
The Times Herald	Rotenberg,Carl E		Hourly	08/14/1995	37.50	14.56
The Times Herald	Ryan,Christopher		Salaried	12/10/2009	37.50	17.44
The Times Herald	Schepis,John		Salaried	10/20/1997	37.50	22.74
The Times Herald	Schultz,Jennifer		Salaried	09/04/2012	37.50	33.33
The Times Herald	Schwenk,Stephanie		Salaried	01/16/2006	37.50	12.13
The Times Herald	Seagraves,Brian		Salaried	06/21/2007	25.00	10.00
The Times Herald	Sene,Erica		Hourly	11/29/2005	37.50	13.33
The Times Herald	Thompson,James		Salaried	11/29/2010	37.50	14.82
The Times Herald	Wade,Ashley		Hourly	08/20/2012	37.50	9.51
The Times Herald	Walsh,Gene J		Hourly	08/21/1978	37.50	23.90
The Times Herald	Way,Dennis		Hourly	02/02/1994	37.50	21.57
The Times Herald	Wood,Madeline		Salaried	09/20/1993	37.50	31.69
Bucks Group	Beavers,Cary		Hourly	10/03/2012	40.00	12.50
Bucks Group	Burns,Marcia B.		Hourly	05/21/2003	37.50	12.09
Bucks Group	Darmiento,Tamara L		Salaried	03/11/2003	37.50	14.00
Bucks Group	Schlatter,Petra C.		Hourly	01/12/1998	37.50	12.68
Bucks Group	Sherman,Stephen J.		Salaried	02/12/2001	37.50	13.65
Bucks Group	Werner,Jeffrey K.		Salaried	11/17/1986	37.50	14.36
Intercounty NJ	Kern,Elaine M.		Salaried	10/15/1981	40.00	0.00
Intercounty NJ	Kile III,William H.		Salaried	10/15/1981	40.00	16.33
Intercounty NJ	Kolumbic,Dubravka		Hourly	01/04/2010	40.00	11.06
Intercounty NJ	Martinez,Amy A.		Salaried	08/10/1994	40.00	3.13
Intercounty NJ	Miller,Susan E.	\$ 7,610	Salaried	03/31/1997	40.00	24.39
Intercounty NJ	Pinto,Karen F.		Salaried	09/18/1986	40.00	7.50
The Trentonian	Abbate,Daniel		Hourly	06/01/1998	15.00	10.44
The Trentonian	Abdur-Rahman,Sulaiman H		Hourly	12/10/2007	40.00	11.88
The Trentonian	Ashley,Margaret		Salaried	03/02/2005	37.50	41.10
The Trentonian	Avila,Carlos		Salaried	08/02/2004	37.50	14.01
The Trentonian	Barnes,Kenneth		Hourly	11/23/1989	37.50	15.59
The Trentonian	Bench,Anne M.		Salaried	09/15/1993	37.50	21.72
The Trentonian	Bentley,Jane		Hourly	04/18/1994	37.50	9.00
The Trentonian	Beuter,Fred		Hourly	08/30/1999	37.50	13.75
The Trentonian	Birch,Edward J		Hourly	05/21/2007	40.00	14.42
The Trentonian	Bowers,Brent		Hourly	07/29/2003	15.00	20.85
The Trentonian	Broyer,David J		Hourly	05/08/1982	37.50	19.73

The Trentonian	Bucci,Kristin J		Salaried	07/07/2012	40.00	19.23
The Trentonian	Buzinski,Matthew		Hourly	07/31/1996	37.50	19.96
The Trentonian	Chell,Lisa		Hourly	01/20/2003	37.50	19.88
The Trentonian	Chepl,Nermean		Salaried	12/17/2007	37.50	29.58
The Trentonian	Conte,John		Salaried	11/12/2001	37.50	12.67
The Trentonian	Daly,Timothy		Hourly	11/24/1969	37.50	22.25
The Trentonian	D'Aquila,Joseph		Salaried	11/14/2005	40.00	15.87
The Trentonian	Davis,Jonathan		Hourly	07/16/2012	18.00	12.00
The Trentonian	Drago,Gaetano P		Salaried	09/20/2010	37.50	12.67
The Trentonian	Dunn,G. Jay		Hourly	12/01/1970	40.00	19.88
The Trentonian	Dzenis,Brian		Hourly	09/04/2012	40.00	14.42
The Trentonian	Edelstein,Jeff		Hourly	01/04/1999	40.00	20.87
The Trentonian	Ford,Stephanie Y		Hourly	02/07/1994	37.50	10.10
The Trentonian	Fortenbaugh,Richard		Hourly	10/13/1983	40.00	24.24
The Trentonian	Franko,Kyle		Salaried	11/13/2011	40.00	16.35
The Trentonian	Gardiner,Nicholas		Salaried	07/02/2012	37.50	23.08
The Trentonian	Gillard,Charles		Hourly	01/24/2003	37.50	10.66
The Trentonian	Griffin,Chriselle		Hourly	07/16/2012	32.00	12.00
The Trentonian	Hardrick,Ranal		Hourly	06/06/1978	37.50	20.85
The Trentonian	Hartmann Jr.,John R		Hourly	12/30/1978	25.00	10.09
The Trentonian	Hearns,William		Salaried	10/07/2002	37.50	15.83
The Trentonian	Hopkins,Sandra M		Salaried	07/12/1979	37.50	12.67
The Trentonian	Huggins,Jerrett		Salaried	10/25/2004	37.50	10.67
The Trentonian	Jackson,Robin		Hourly	07/16/2012	10.00	12.00
The Trentonian	Ketterer,Scott		Hourly	07/16/2012	40.00	13.46
The Trentonian	Kuti,Anna Maria		Hourly	09/27/2004	37.50	10.67
The Trentonian	LaCovara,Andrew		Salaried	08/06/2012	37.50	12.67
The Trentonian	Lee,Christoper		Hourly	11/23/2003	15.00	9.03
The Trentonian	Macagnone,Michael		Hourly	08/28/2012	40.00	14.42
The Trentonian	Manion,Cynthia		Salaried	05/07/1990	37.50	19.52
The Trentonian	Mauro,Judith L		Hourly	02/07/1986	40.00	16.15
The Trentonian	Maylie,Walter		Hourly	12/02/1996	37.50	15.73
The Trentonian	McDonald,Richard J		Hourly	05/07/1983	37.50	18.35
The Trentonian	McKnight,Ronald K		Hourly	07/15/1981	37.50	20.85
The Trentonian	Metz,Phillip E.		Salaried	12/19/2005	37.50	25.64
The Trentonian	Metz,Phillip E.		Salaried	12/19/2005	37.50	25.64
The Trentonian	Mickle,Paul		Salaried	10/10/1982	40.00	25.50

The Trentonian	Miller, Sherion		Salaried	02/11/2005	37.50	9.27
The Trentonian	Murray, William		Salaried	01/05/1987	37.50	83.33
The Trentonian	Navani, Sherrina		Hourly	04/30/2012	40.00	14.42
The Trentonian	Neese, David		Hourly	01/19/1970	40.00	27.09
The Trentonian	Norris, Joshua A		Hourly	07/15/2007	40.00	14.42
The Trentonian	Ogorman, George T		Hourly	04/16/1976	40.00	24.28
The Trentonian	Ogorman, Joe		Hourly	04/01/1998	15.00	10.35
The Trentonian	Oresik, John		Salaried	10/11/1999	37.50	28.00
The Trentonian	Oresik, Nathan J		Hourly	09/25/2011	20.00	8.50
The Trentonian	Osborne, Matthew R		Salaried	06/06/2007	40.00	32.69
The Trentonian	Parker, Larry		Hourly	12/27/1999	40.00	13.72
The Trentonian	Parzyck, Danyell		Hourly	08/05/2001	37.50	12.18
The Trentonian	Pennock, Eugene K		Hourly	07/20/1978	37.50	24.99
The Trentonian	Peruffo, Nicholas		Hourly	07/23/2012	40.00	13.46
The Trentonian	Prout, Christopher		Hourly	11/07/2001	37.50	9.96
The Trentonian	Prunetti, Michelle		Salaried	09/07/2004	37.50	18.00
The Trentonian	Rios, Hector		Hourly	08/16/2004	15.00	9.04
The Trentonian	Salender, Robert J		Hourly	01/27/1994	37.50	16.44
The Trentonian	Schear, Jacqueline		Hourly	02/12/2004	40.00	13.50
The Trentonian	Sciarrotta, Charles J		Hourly	10/22/1985	37.50	15.74
The Trentonian	Shanahan, Patricia M		Hourly	10/09/1969	40.00	17.66
The Trentonian	Slaboda, Gregory		Hourly	09/17/1977	40.00	15.18
The Trentonian	Steele, Elaine S		Hourly	07/02/1990	37.50	11.42
The Trentonian	Stintsman, Thomas		Salaried	09/24/1987	37.50	28.48
The Trentonian	Trebell, Alan		Hourly	10/02/1999	37.50	14.21
The Trentonian	Venezia, Ryan		Hourly	07/16/2012	30.00	12.00
The Trentonian	Wainwright, Scott E		Hourly	10/01/1976	37.50	23.97
The Trentonian	Weeks, Margaret		Salaried	12/27/1996	37.50	19.51
The Trentonian	Weisneck, Mark P.		Hourly	05/25/1997	37.50	15.15
Chesapeake	Barber, Christine		Salaried	11/01/1994	40.00	11.40
Chesapeake	Carson, Jennifer N		Hourly	07/14/2008	40.00	9.00
Chesapeake	Dupuis, Joan M		Hourly	06/08/1992	30.00	9.59
Chesapeake	Maye, Francis		Salaried	12/27/1988	40.00	19.38
Chesapeake	Spahr, Brad		Hourly	08/24/2000	40.00	11.14
Chesapeake	Tracy, Shannon M		Hourly	06/30/2003	40.00	11.63
Chesapeake	Weigel, William S		Hourly	08/22/2005	40.00	10.18
West Chester Daily Local News	Atwood, Brandy		Hourly	04/28/2005	40.00	13.50

West Chester Daily Local News	Augustin,Dany		Salaried	10/25/1999	40.00	21.45
West Chester Daily Local News	Bailey,Bruce		Hourly	07/28/2012	15.00	8.50
West Chester Daily Local News	Batog,Jenifer		Salaried	12/19/2011	40.00	12.98
West Chester Daily Local News	Bisignani,Susan		Hourly	09/27/1999	40.00	10.00
West Chester Daily Local News	Blevins,Eric		Hourly	09/10/2008	30.00	8.50
West Chester Daily Local News	Boggs,Michael		Hourly	05/23/2011	30.00	8.50
West Chester Daily Local News	Brooks Jr.,Orlando A		Hourly	03/01/2012	30.00	8.50
West Chester Daily Local News	Buffone,Robert		Salaried	08/27/2012	40.00	28.85
West Chester Daily Local News	Byerly,James		Hourly	06/24/2012	15.00	8.50
West Chester Daily Local News	Byerly,Kenneth R		Hourly	12/18/2011	10.00	8.50
West Chester Daily Local News	Callahan,James P.		Salaried	10/17/1995	20.00	11.00
West Chester Daily Local News	Carville,Robert		Salaried	03/19/2007	40.00	12.72
West Chester Daily Local News	Case,Jeffrey		Hourly	07/09/2012	30.00	8.50
West Chester Daily Local News	Condra,Edward S.	\$ 76,500	Salaried	04/10/1991	40.00	122.60
West Chester Daily Local News	Cook,James		Hourly	12/10/2004	30.00	8.50
West Chester Daily Local News	Craig,Tracy		Salaried	01/02/2007	40.00	11.94
West Chester Daily Local News	Czepiel,Andrew		Hourly	09/04/2011	8.00	8.50
West Chester Daily Local News	Davis,Bryan		Salaried	07/30/2001	40.00	15.00
West Chester Daily Local News	Digiovanni,Peter		Hourly	02/02/1999	15.00	7.73
West Chester Daily Local News	Eden,Beau		Hourly	02/21/2005	25.00	7.50
West Chester Daily Local News	Edwards,Andrew C		Hourly	10/18/2010	40.00	11.63
West Chester Daily Local News	Estes,David		Hourly	03/18/2007	16.00	8.00
West Chester Daily Local News	Friez,Karen		Salaried	11/23/1999	40.00	14.54
West Chester Daily Local News	Gallagher,Aimee M.	\$ 18,690	Salaried	05/22/1995	40.00	44.93
West Chester Daily Local News	Geoghegan,Neil M.		Salaried	12/02/1991	40.00	17.85
West Chester Daily Local News	Gerrard,Jeremy		Hourly	08/08/2011	40.00	11.63
West Chester Daily Local News	Gibbs,Charles		Hourly	05/01/2007	25.00	8.50
West Chester Daily Local News	Glasgow,Brent		Hourly	08/20/2012	40.00	13.46
West Chester Daily Local News	Glauner,George		Salaried	10/20/2003	40.00	16.20
West Chester Daily Local News	Goss Jr.,Daryl L		Hourly	06/15/2012	15.00	8.50
West Chester Daily Local News	Grizzle,Bryan		Hourly	12/01/2012	15.00	8.50
West Chester Daily Local News	Hachadorian,Andrew	\$ 12,233	Salaried	02/07/2005	40.00	39.21
West Chester Daily Local News	Hoagland,Jeff		Salaried	12/27/1999	40.00	15.02
West Chester Daily Local News	Holland,Diane		Salaried	03/05/2001	40.00	18.94
West Chester Daily Local News	Huzzard,David C.		Hourly	07/13/1987	20.00	11.25
West Chester Daily Local News	Jermacans,Bill		Salaried	08/14/1995	40.00	21.21
West Chester Daily Local News	Johnson,Tyron		Salaried	07/09/2012	40.00	24.04

West Chester Daily Local News	Johnston,Patricia A		Salaried	01/03/2006	40.00	39.90
West Chester Daily Local News	Kane,Brandon		Salaried	04/23/2012	40.00	13.46
West Chester Daily Local News	Kelly,Thomas		Salaried	09/08/2005	40.00	13.49
West Chester Daily Local News	Kern,Albert		Hourly	07/19/2008	15.00	8.50
West Chester Daily Local News	Lawrence,Jane M.		Hourly	08/27/1990	40.00	14.90
West Chester Daily Local News	Lobron,Maria		Salaried	10/15/2012	40.00	10.96
West Chester Daily Local News	London,Curtis		Hourly	09/17/2007	25.00	8.50
West Chester Daily Local News	Lothe,Steve		Salaried	06/01/1999	40.00	13.90
West Chester Daily Local News	Magee,Ryan		Salaried	01/03/2000	40.00	26.70
West Chester Daily Local News	Mannis,Thomas		Hourly	05/31/2006	25.00	8.50
West Chester Daily Local News	March,E. William		Salaried	11/24/1997	40.00	26.72
West Chester Daily Local News	Margolis,Jennifer		Salaried	05/16/2011	40.00	11.00
West Chester Daily Local News	McCreary,Leon		Hourly	08/25/2007	11.00	8.50
West Chester Daily Local News	McCullough,Brian P		Salaried	05/22/1985	40.00	22.34
West Chester Daily Local News	McGlauffin,Michael		Salaried	10/20/2003	40.00	21.01
West Chester Daily Local News	McGranaghan,Arlene		Salaried	03/03/2003	40.00	21.63
West Chester Daily Local News	McLennan,Hugh		Hourly	05/24/2011	35.00	8.50
West Chester Daily Local News	Meehan,Dawn		Salaried	09/10/2012	40.00	15.63
West Chester Daily Local News	Meenan,Shelley	\$ 30,500	Salaried	02/01/1988	40.00	73.32
West Chester Daily Local News	Merlino Jr.,Frank		Hourly	11/01/2008	30.00	8.50
West Chester Daily Local News	Metz,Gretchen G.		Hourly	01/02/1989	40.00	14.66
West Chester Daily Local News	Mosqueda-Fernandez,Sara X		Hourly	02/28/2011	40.00	11.00
West Chester Daily Local News	Newton,Amy C		Salaried	08/07/2012	40.00	55.29
West Chester Daily Local News	Perry,King		Hourly	01/29/2007	25.00	7.50
West Chester Daily Local News	Piloni,Steven R.		Hourly	09/06/1976	40.00	21.43
West Chester Daily Local News	Price,Michael N		Hourly	02/06/2012	40.00	13.13
West Chester Daily Local News	Rellahan,Michael		Salaried	10/11/1982	40.00	22.88
West Chester Daily Local News	Reyher,Chelsea		Hourly	02/20/2012	40.00	12.75
West Chester Daily Local News	Rodriguez,Holly		Salaried	02/15/1999	40.00	16.42
West Chester Daily Local News	Rowan,Phyllis		Hourly	02/01/1995	40.00	15.95
West Chester Daily Local News	Saunders,Robyn		Salaried	09/08/2010	40.00	17.31
West Chester Daily Local News	Shannon,Patrick		Hourly	07/03/2012	30.00	8.50
West Chester Daily Local News	Shorr-Parks,Eliot		Salaried	05/16/2011	40.00	11.63
West Chester Daily Local News	Sickafus,Karl		Salaried	07/12/1999	40.00	36.95
West Chester Daily Local News	Sigda,Patricia		Hourly	08/17/2005	40.00	10.77
West Chester Daily Local News	Slay,Robert J		Hourly	12/01/2012	15.00	8.50
West Chester Daily Local News	Smith,Eric		Hourly	10/22/2007	40.00	12.75

West Chester Daily Local News	Spadoni, Robert B		Salaried	08/29/2011	40.00	13.13
West Chester Daily Local News	Stevens, Abigail		Salaried	05/31/2011	40.00	24.04
West Chester Daily Local News	Tennis, Charles V		Hourly	01/15/2012	40.00	12.98
West Chester Daily Local News	Thompson, Rosemary		Hourly	04/16/2007	40.00	9.74
West Chester Daily Local News	Trego, Garrison		Hourly	09/04/2011	8.00	8.50
West Chester Daily Local News	Trego, Harold		Salaried	12/03/2003	40.00	15.00
West Chester Daily Local News	Van Trieste, John		Hourly	07/06/2009	15.00	8.50
West Chester Daily Local News	Waddington, Jane		Hourly	03/12/2001	40.00	8.88
West Chester Daily Local News	Walker II, Richard		Hourly	11/10/2012	15.00	8.50
West Chester Daily Local News	Walsh, Michael		Salaried	08/04/2003	40.00	21.30
West Chester Daily Local News	Walton, Dennis		Hourly	07/30/2010	15.00	8.50
West Chester Daily Local News	Weekley, Michael S		Salaried	08/10/2009	40.00	21.39
West Chester Daily Local News	Weiss, Charles		Hourly	10/23/2004	15.00	8.00
West Chester Daily Local News	Whaley, Michael D		Salaried	07/09/2012	40.00	12.98
West Chester Daily Local News	White, Frances L.		Hourly	04/12/1994	40.00	10.57
West Chester Daily Local News	Whiteman, Steven		Hourly	03/08/2008	12.00	8.50
West Chester Daily Local News	Wolfe, Beverly A.		Salaried	07/30/1984	40.00	21.53
West Chester Daily Local News	Yarnall, Rosalind P.		Hourly	04/30/1990	40.00	13.38
Macomb Daily	Albers, Suzanne J		Hourly	04/18/2005	20.00	10.83
Macomb Daily	Arnold, Mac A		Hourly	03/17/1997	40.00	19.84
Macomb Daily	Augustyn, Daniel C		Hourly	12/22/1990	37.50	17.13
Macomb Daily	Baize, Timothy A		Hourly	07/25/1996	37.50	18.94
Macomb Daily	Balinski, Timothy M		Hourly	05/22/1999	20.00	13.25
Macomb Daily	Ballor, Joseph M		Hourly	04/11/1988	40.00	20.54
Macomb Daily	Bangurah, Ibrahim S		Hourly	08/19/2000	20.00	13.25
Macomb Daily	Barrett, Robert M		Hourly	05/14/2004	20.00	13.25
Macomb Daily	Bassett, Deanna		Hourly	10/17/2011	40.00	10.83
Macomb Daily	Bean, Kathleen A		Salaried	06/17/2010	40.00	15.00
Macomb Daily	Becker, Mae L		Hourly	10/12/1999	20.00	12.29
Macomb Daily	Bence, Kerry L		Hourly	05/29/1987	37.50	23.99
Macomb Daily	Bernick, Leo D		Hourly	11/23/2007	37.50	17.13
Macomb Daily	Bitsoli, Stephen J		Hourly	04/14/1997	40.00	19.84
Macomb Daily	Bowers, Terry L		Hourly	07/23/2012	20.00	13.25
Macomb Daily	Briere, Timothy J		Hourly	09/07/1983	40.00	11.22
Macomb Daily	Buck, David H		Hourly	03/17/2003	20.00	13.25
Macomb Daily	Budd, Robin		Hourly	10/04/2011	40.00	12.78
Macomb Daily	Budnick, Geri		Hourly	11/13/2005	20.00	13.25

Macomb Daily	Carrizales, Brittany A		Hourly	07/11/2011	40.00	12.78
Macomb Daily	Chetosky, Christopher		Hourly	07/28/2012	20.00	13.25
Macomb Daily	Chetosky, Craig A		Salaried	02/21/1997	40.00	18.18
Macomb Daily	Clancy, Carol J		Hourly	09/15/1998	40.00	12.78
Macomb Daily	Converse, Timothy J		Hourly	04/05/1998	40.00	15.24
Macomb Daily	Cook, Jameson F		Hourly	12/07/1993	40.00	19.84
Macomb Daily	Crown, Cheril S		Hourly	06/16/1998	20.00	13.25
Macomb Daily	Curry, Gerald V		Salaried	02/16/2009	40.00	21.42
Macomb Daily	Dalton, David		Hourly	05/08/1993	40.00	19.84
Macomb Daily	Dayne, Terry L		Salaried	09/11/2000	40.00	16.82
Macomb Daily	De Muyneck, Robin J		Hourly	06/01/1987	40.00	16.22
Macomb Daily	Deason Jr., Robert L		Salaried	07/01/1996	40.00	18.47
Macomb Daily	Defrank, Frank M		Hourly	09/09/1982	40.00	19.84
Macomb Daily	Deland, Donald L		Hourly	12/30/2007	37.50	23.99
Macomb Daily	Derry, Patricia Y		Hourly	08/05/1995	37.50	17.13
Macomb Daily	Dickinson, Thomas W		Hourly	06/28/1997	20.00	13.25
Macomb Daily	Dobek, Donna M		Salaried	02/11/2008	40.00	18.75
Macomb Daily	Eagan, Nicholas P		Hourly	09/14/2008	40.00	14.76
Macomb Daily	Evans, James E		Hourly	09/28/1981	40.00	22.59
Macomb Daily	Ewald, William S		Hourly	08/28/1995	40.00	20.54
Macomb Daily	Fielder, Leonard W		Hourly	07/31/1992	37.50	18.94
Macomb Daily	Fitzgerald, Edmund J		Hourly	08/03/1995	40.00	19.84
Macomb Daily	Fleming, William P		Hourly	06/30/1969	40.00	20.54
Macomb Daily	Forest, Kevin G		Hourly	10/04/1993	37.50	18.94
Macomb Daily	Foster, Benjamin S		Hourly	08/09/2002	37.50	23.99
Macomb Daily	Franz, Norbert S		Hourly	12/29/1988	40.00	19.84
Macomb Daily	Frohman, Elsa J		Hourly	12/04/1988	40.00	19.84
Macomb Daily	Fulks, Deborah J		Hourly	12/12/1994	40.00	12.29
Macomb Daily	Gardner, Donald S		Hourly	11/06/1989	40.00	19.84
Macomb Daily	Genna, Danny		Hourly	06/06/1998	40.00	13.47
Macomb Daily	Giganic, James E		Hourly	02/03/1997	40.00	15.24
Macomb Daily	Gledhill, Janice E		Hourly	08/10/2001	20.00	13.25
Macomb Daily	Grabner, Frank J		Hourly	03/12/1999	20.00	13.25
Macomb Daily	Grogan, Evelyn C		Hourly	07/11/1977	40.00	15.92
Macomb Daily	Hachigian, Nikie D		Salaried	12/08/1995	40.00	27.30
Macomb Daily	Halkides, Zachary D		Hourly	07/14/2012	20.00	13.25
Macomb Daily	Hassett, Thomas R		Hourly	10/05/1995	40.00	15.42

Macomb Daily	Hellenberg,Paul A		Hourly	12/11/1985	37.50	17.13
Macomb Daily	Heyser,Allison M		Hourly	11/22/1994	40.00	11.22
Macomb Daily	Hostetler,Amanda		Hourly	10/03/2011	40.00	12.78
Macomb Daily	Hotts,Mitchell M		Hourly	05/03/1983	40.00	19.84
Macomb Daily	Howard,Roger D		Hourly	07/26/1995	40.00	15.24
Macomb Daily	Howley,Joseph J		Hourly	04/20/1998	40.00	19.84
Macomb Daily	Huggler,Michael A		Hourly	06/24/1998	40.00	19.84
Macomb Daily	Hughes,Donald T		Hourly	04/29/2000	20.00	13.25
Macomb Daily	Ivezaj,Martin		Hourly	07/14/2008	40.00	12.61
Macomb Daily	Johnson,Jeffrey A		Hourly	11/19/1979	40.00	11.22
Macomb Daily	Jolly,Gerald W		Salaried	03/26/2007	40.00	32.45
Macomb Daily	Jones,Dana A		Hourly	11/20/2001	37.50	17.98
Macomb Daily	Jones,Kristyn K		Hourly	11/17/2005	20.00	10.83
Macomb Daily	Joseph,Gina L		Hourly	12/01/1992	40.00	18.85
Macomb Daily	Kane Jr,Philip G		Hourly	10/17/2009	20.00	13.25
Macomb Daily	Karmeisool,Betsy A	\$ 8,776	Salaried	05/01/1982	40.00	28.13
Macomb Daily	Kavanaugh,Catherine A		Hourly	08/25/1997	40.00	19.84
Macomb Daily	Kelley,Richard M	\$ 10,395	Salaried	12/03/2007	40.00	33.32
Macomb Daily	Kieffer,Myra J		Salaried	09/15/1969	40.00	24.55
Macomb Daily	Kipreos,Elias N		Hourly	11/18/2005	40.00	18.75
Macomb Daily	Kish,Kenneth L		Salaried	06/28/1971	40.00	30.27
Macomb Daily	Kociemba,Frank C		Hourly	06/07/1996	37.50	21.33
Macomb Daily	Kolb,Carol F		Hourly	05/04/1987	37.50	17.98
Macomb Daily	Komar,Debbie L		Hourly	06/12/1973	40.00	20.54
Macomb Daily	Korkis,Salem		Hourly	11/12/2005	20.00	13.25
Macomb Daily	Kowch,Wladimir		Hourly	08/13/2007	20.00	11.94
Macomb Daily	Krajenke,Catherine M		Hourly	09/30/1996	40.00	15.32
Macomb Daily	Lee,Amanda M		Hourly	05/14/1997	40.00	19.84
Macomb Daily	Lentini,Linda E		Hourly	03/17/1997	37.50	17.98
Macomb Daily	Leonard,Michelle A		Hourly	10/09/1987	37.50	17.98
Macomb Daily	Lockwood,Laura E		Salaried	10/31/1997	40.00	21.42
Macomb Daily	Mac Leod,Maryanne G		Salaried	01/17/1994	40.00	20.54
Macomb Daily	Mac Leod,Robert B		Hourly	10/02/1989	40.00	20.54
Macomb Daily	Makstutis,Christine A		Hourly	06/22/1998	40.00	13.52
Macomb Daily	Mallo,David V		Hourly	12/18/1996	37.50	21.10
Macomb Daily	Marbach,Pamela L		Hourly	03/15/2004	40.00	13.52
Macomb Daily	Martin,Glennon J		Salaried	10/15/2007	40.00	17.81

Macomb Daily	Martin, Kevin J		Hourly	09/06/1994	40.00	20.54
Macomb Daily	Mason, Carol		Salaried	06/04/2002	40.00	18.75
Macomb Daily	Mc Connell, Michael P		Hourly	09/21/1995	40.00	19.84
Macomb Daily	Mc Ginnis, Gerald J		Hourly	11/20/2004	20.00	13.25
Macomb Daily	Mcneese, Gary R	\$ 13,394	Salaried	02/24/1986	40.00	42.93
Macomb Daily	Meitzler, Patricia A		Hourly	07/26/1995	40.00	12.29
Macomb Daily	Merritt, Joseph W		Hourly	11/01/2000	20.00	13.25
Macomb Daily	Milks, Amy E		Hourly	04/28/1998	37.50	19.78
Macomb Daily	Miller, Leonard L		Hourly	12/12/2005	35.00	18.94
Macomb Daily	Montagne, Gregory A		Hourly	09/10/2002	20.00	13.25
Macomb Daily	Montgomery, Carmen M		Hourly	07/18/1995	40.00	12.29
Macomb Daily	Murphy, Donald L		Hourly	03/27/2008	37.50	18.94
Macomb Daily	Nizinska, Kristine D		Hourly	06/28/2010	40.00	12.78
Macomb Daily	Owens, Hanford W		Hourly	11/22/2010	25.00	13.25
Macomb Daily	Ozminski, Matthew J		Hourly	04/16/2001	20.00	13.77
Macomb Daily	Paluzzi, Marlene L		Hourly	03/18/1998	40.00	12.29
Macomb Daily	Patterson, Barry R		Hourly	01/25/1999	37.50	18.94
Macomb Daily	Paye, Michael G		Hourly	09/06/1997	20.00	13.25
Macomb Daily	Peitzsch, Gary		Hourly	01/01/1977	37.50	22.91
Macomb Daily	Peralta, Michael J		Hourly	12/05/2005	20.00	13.25
Macomb Daily	Perreca, Joseph S		Hourly	12/09/1992	40.00	13.51
Macomb Daily	Pfeilstucker, Evon		Hourly	09/12/1983	40.00	12.78
Macomb Daily	Pleiness, Charles L		Hourly	08/25/1993	40.00	19.84
Macomb Daily	Plizga, Irene E		Salaried	06/12/2000	40.00	18.75
Macomb Daily	Pohly, George D		Hourly	08/20/1984	40.00	20.54
Macomb Daily	Posavetz, David N		Hourly	08/08/1973	40.00	21.96
Macomb Daily	Pulcini, Daniel L		Hourly	10/11/1976	40.00	11.22
Macomb Daily	Rasnake, Janice M		Hourly	02/17/1995	40.00	15.24
Macomb Daily	Raulerson, William W		Hourly	08/21/1999	40.00	13.47
Macomb Daily	Reed, Jill E		Hourly	06/16/1999	40.00	19.43
Macomb Daily	Reyes-Miller, Margaret L		Hourly	04/12/1999	40.00	15.46
Macomb Daily	Richards, Cynthia A		Hourly	08/22/2000	40.00	12.29
Macomb Daily	Ring, Kevin J		Hourly	08/07/2002	37.50	18.94
Macomb Daily	Rowden, Robert R		Hourly	04/14/1995	40.00	16.33
Macomb Daily	Saksa, John D		Hourly	06/21/1989	20.00	16.44
Macomb Daily	Sarnecky, Diane P		Salaried	06/08/2011	40.00	18.75
Macomb Daily	Sassanella, Ellen		Hourly	06/24/1974	40.00	13.75

Macomb Daily	Schroeder, Lisa A		Hourly	04/21/1986	40.00	17.85
Macomb Daily	Schwartz, Julie M		Salaried	08/14/2006	40.00	16.82
Macomb Daily	Scobie, Brian W		Hourly	04/01/2008	37.50	18.94
Macomb Daily	Seigneurie, Charles E		Salaried	03/24/2003	40.00	27.26
Macomb Daily	Seigneurie, Cody R		Hourly	06/14/2012	40.00	12.61
Macomb Daily	Selweski, Chad B		Hourly	06/17/1985	40.00	19.84
Macomb Daily	Shea, Gary		Hourly	03/05/1998	20.00	13.25
Macomb Daily	Silva, Anne M		Hourly	06/10/1996	40.00	12.78
Macomb Daily	Skowronek, Raymond J		Hourly	12/10/1984	40.00	19.84
Macomb Daily	Smith, Alan R		Hourly	03/17/1986	37.50	24.08
Macomb Daily	Smith, Joseph S		Hourly	06/15/1987	40.00	11.22
Macomb Daily	Sobel, Nathan D		Hourly	12/09/1996	37.50	17.13
Macomb Daily	Springer, Ann Marie		Hourly	09/27/1997	20.00	13.25
Macomb Daily	Stanko-Marroquin, Rose		Hourly	08/15/1990	40.00	11.22
Macomb Daily	Stapleton, Lawrence		Hourly	05/03/1990	37.50	18.94
Macomb Daily	Stark, Erica M		Hourly	04/06/2000	20.00	10.54
Macomb Daily	Stawarz, Thomas A		Hourly	06/25/1980	40.00	11.22
Macomb Daily	Stilwell, Joseph J		Hourly	02/26/2000	20.00	13.25
Macomb Daily	Stogdill, John A		Hourly	09/10/1997	37.50	18.94
Macomb Daily	Taylor, Leona M		Hourly	05/11/1987	37.50	23.38
Macomb Daily	Techel, Timothy N		Hourly	09/21/1987	40.00	11.22
Macomb Daily	Ternes, April A		Hourly	08/28/1972	40.00	17.85
Macomb Daily	Thomas, Patrick A		Hourly	10/16/2009	37.50	13.77
Macomb Daily	Thorp, John D		Hourly	05/01/2000	37.50	18.94
Macomb Daily	Thorson, Donald K		Hourly	11/09/2004	40.00	19.80
Macomb Daily	Thrasher, Randell L		Hourly	05/04/1998	37.50	18.94
Macomb Daily	Torrence, Diane L		Hourly	07/16/1999	40.00	15.24
Macomb Daily	Townsend, Melvin K		Hourly	02/28/2000	40.00	13.47
Macomb Daily	Tranchida, John W		Hourly	06/30/1975	40.00	11.22
Macomb Daily	Troszak, Christine A		Salaried	08/31/1992	40.00	34.98
Macomb Daily	Turowski, Denise M		Hourly	10/28/1985	40.00	16.19
Macomb Daily	Urbaniak, Stephen M		Hourly	01/15/1990	37.50	17.98
Macomb Daily	Velardo, Frances		Hourly	02/11/2009	40.00	12.78
Macomb Daily	Voisich, Lynn M		Salaried	03/24/1998	40.00	18.75
Macomb Daily	White, David A		Salaried	09/26/2012	40.00	17.81
Macomb Daily	Wightman, Donald W		Hourly	06/03/1985	37.50	13.77
Macomb Daily	Wilczynski, Gordon F		Hourly	06/12/1972	40.00	19.84

Macomb Daily	Wolgast, William C		Salaried	08/25/2008	40.00	22.50
Macomb Daily	Wrobleski, Daniel W		Hourly	01/02/1987	40.00	11.22
Macomb Daily	Zander, Mary Ellen		Salaried	02/27/2006	40.00	18.75
Advisor S/ADS	Beattie, Caroline		Hourly	08/04/2008	40.00	11.88
Advisor S/ADS	Breiling, Harold L		Salaried	01/12/1994	40.00	8.19
Advisor S/ADS	Chamberlain, Don E		Salaried	12/06/1991	40.00	17.82
Advisor S/ADS	December, Matthew M		Hourly	11/07/2005	40.00	10.46
Advisor S/ADS	Delaney, Sean P		Hourly	05/02/2005	40.00	11.53
Advisor S/ADS	Deriemaecker, Deborah L		Salaried	12/29/1988	40.00	8.19
Advisor S/ADS	Eerola, Anna C		Salaried	04/03/2000	40.00	16.00
Advisor S/ADS	Iafrate, Laura M		Hourly	10/31/2001	20.00	7.88
Advisor S/ADS	Lozon, Kevin A		Hourly	10/09/1995	40.00	13.30
Advisor S/ADS	Mc Kay, Sarah S		Salaried	03/15/2004	20.00	14.92
Advisor S/ADS	Mc Veigh, Jody E		Salaried	02/03/1997	40.00	18.25
Advisor S/ADS	Mick, Dorothy M		Hourly	09/27/2005	20.00	15.83
Advisor S/ADS	Mosher, Jennifer A		Salaried	08/24/1989	40.00	8.11
Advisor S/ADS	Skurya, Brandy L		Salaried	09/11/2006	40.00	15.00
Advisor S/ADS	Summers, Barbara L		Salaried	12/30/2002	40.00	12.35
Voice Communications	Allard, Rene K		Salaried	01/12/2009	40.00	12.20
Voice Communications	Andromalos, Sherri L		Salaried	01/25/2011	40.00	8.00
Voice Communications	Edwards, Pamela N		Salaried	06/17/2002	40.00	15.00
Voice Communications	Emke, Dawn R		Hourly	11/15/2010	40.00	9.00
Voice Communications	Fahr, Matthew		Hourly	12/10/2007	20.00	9.90
Voice Communications	Ferrell, Patricia M		Hourly	12/10/2007	20.00	8.10
Voice Communications	Flynn, Courtney H		Salaried	02/08/2011	40.00	13.00
Voice Communications	Kingman, Monique		Salaried	03/23/1998	40.00	3.38
Voice Communications	Licavoli, Monica		Salaried	09/26/1988	40.00	3.38
Voice Communications	Loggins, Debra		Salaried	10/24/1988	40.00	31.80
Voice Communications	Marshall, Brian W		Hourly	08/18/1998	29.00	10.50
Voice Communications	Musa, Mansa K		Salaried	05/14/2012	40.00	20.19
Voice Communications	Packer, Jeri		Hourly	05/18/2006	40.00	10.20
Voice Communications	Payne, Jeffery		Salaried	10/16/1996	40.00	18.00
Voice Communications	Pilkey, Melissa N		Hourly	12/10/2007	20.00	9.00
Voice Communications	Zerkel, Susan E		Hourly	04/19/2010	40.00	12.00
Shared Services	Ackerman, James C		Salaried	06/06/2005	40.00	50.48
Shared Services	Banks, Tara D		Hourly	11/01/2010	40.00	12.50
Shared Services	Barrow, Lakisha R		Salaried	12/20/2010	40.00	26.44

Shared Services	Belgan,Susan E		Hourly	07/18/2006	40.00	15.56
Shared Services	Bishop,Beth J		Hourly	09/04/2008	40.00	15.00
Shared Services	Bone,Patricia		Salaried	02/02/1981	40.00	21.63
Shared Services	Cade,Deborah E		Hourly	03/07/1997	40.00	18.72
Shared Services	Cameron,Joyce M		Hourly	03/22/1999	40.00	19.94
Shared Services	Carter,Tari S		Hourly	04/04/2011	40.00	13.00
Shared Services	Catherincchia,Michael	\$ 9,300	Salaried	05/10/1993	40.00	29.81
Shared Services	Clark,Jeffrey L		Salaried	11/01/1990	40.00	43.26
Shared Services	Clark,Ronald D		Salaried	03/20/2006	40.00	19.23
Shared Services	Coghlan,Mary Anne		Hourly	04/26/1989	40.00	19.28
Shared Services	Cornelius,Jason T		Hourly	11/15/1996	40.00	17.84
Shared Services	Davis,Kathi L		Salaried	07/02/2012	40.00	24.04
Shared Services	DeVisme,Jeffery D		Hourly	04/02/2012	40.00	13.50
Shared Services	DiGiovanni,Lynn		Hourly	04/04/2011	40.00	12.50
Shared Services	Dupuis,Andrea M		Salaried	11/28/2011	40.00	24.04
Shared Services	Eagan,Ralph P	\$ 37,500	Salaried	05/21/1979	40.00	72.12
Shared Services	Foltin,Janice		Salaried	05/17/1979	40.00	34.68
Shared Services	Forand,Nicole R		Salaried	04/29/1985	40.00	45.43
Shared Services	Gammicchia,Diane M		Salaried	12/07/1998	40.00	33.73
Shared Services	Gauthier,Amanda M		Salaried	11/16/2004	40.00	37.02
Shared Services	Gibbons,Sharon A		Salaried	12/07/1998	24.00	24.18
Shared Services	Giese,Deanna C		Hourly	04/02/2012	40.00	12.50
Shared Services	Gilbert,Glenn L	\$ 14,994	Salaried	02/24/1992	40.00	55.29
Shared Services	Ging,William H	\$ 20,250	Salaried	02/01/2006	40.00	64.90
Shared Services	Glod,Charlene V		Hourly	09/07/1999	40.00	12.18
Shared Services	Goodrich,Teresa L		Salaried	01/17/1994	40.00	84.13
Shared Services	Hall,Matthew		Salaried	08/11/2010	40.00	14.42
Shared Services	Harris,Shirley A		Hourly	03/28/2010	40.00	12.50
Shared Services	Hart,Jonathan A		Hourly	04/04/2011	40.00	12.50
Shared Services	Haskin,Nancy E		Hourly	07/06/2006	40.00	15.45
Shared Services	Hildebrand,Christine E	\$ 12,300	Salaried	11/05/2004	40.00	39.42
Shared Services	Hunt,Pamela M		Hourly	08/09/2010	40.00	13.00
Shared Services	Jankewicz,Rodney J		Hourly	09/04/2007	40.00	16.91
Shared Services	Kaffenberger,Dennis J		Salaried	10/02/1995	40.00	27.88
Shared Services	Kassin,Kelly		Hourly	09/20/1988	40.00	15.47
Shared Services	Kean,Colleen A		Salaried	12/27/2010	40.00	30.05
Shared Services	Keranen,Barbara A		Salaried	05/21/2007	40.00	24.76

Shared Services	Kish, Joann		Hourly	08/13/2007	40.00	12.88
Shared Services	Klauka, Amanda L		Salaried	06/14/2004	40.00	22.48
Shared Services	Lehman, Jillian R		Hourly	07/10/2006	40.00	15.19
Shared Services	Les, Renee A		Hourly	11/28/2011	40.00	13.50
Shared Services	Logsdon, Lorraine L		Hourly	02/16/2004	40.00	11.07
Shared Services	Maddock, Ruth E		Hourly	08/02/2006	40.00	15.05
Shared Services	Manatrey, Jacqueline		Salaried	03/08/2010	40.00	24.04
Shared Services	Manley, Joseph E		Salaried	12/19/1995	40.00	45.06
Shared Services	Matthews, Lynn M		Salaried	02/06/2004	40.00	19.23
Shared Services	Maxwell, Coleen		Hourly	07/13/2006	40.00	17.50
Shared Services	Mecho, Christine		Hourly	07/07/2006	40.00	15.30
Shared Services	Mukrdechian, Kelly A		Hourly	07/06/2009	40.00	11.75
Shared Services	Mulliniks, Darlene C		Hourly	03/27/2006	40.00	12.81
Shared Services	Muszall, Michael	\$ 13,950	Salaried	02/07/1996	40.00	55.29
Shared Services	Norris, Renee L		Hourly	04/04/2011	40.00	13.50
Shared Services	O'Rourke, James J	\$ 100,000	Salaried	05/29/2012	40.00	120.19
Shared Services	Oswald, Jeanette L		Hourly	07/06/2006	40.00	16.32
Shared Services	Panariti, Dorian		Salaried	01/10/2011	40.00	30.05
Shared Services	Pienkosz, Andrea M		Hourly	04/04/2011	40.00	12.50
Shared Services	Priestley, Pieter K		Salaried	07/15/2004	40.00	16.59
Shared Services	Probert, Sarah L		Salaried	06/17/2002	40.00	31.25
Shared Services	Rainer, Ola Kathleen		Hourly	09/27/1999	40.00	15.45
Shared Services	Rao-Cheney, Latha		Salaried	09/04/2012	40.00	54.09
Shared Services	Rathaus, Linda		Salaried	09/23/2002	40.00	26.20
Shared Services	Roach, Beth A		Hourly	03/20/2000	40.00	15.19
Shared Services	Roberts, Roberta J		Hourly	12/27/2006	40.00	12.75
Shared Services	Schmitt, Suanne L		Salaried	09/02/2003	40.00	20.91
Shared Services	Schwalenberg, Marie T		Hourly	11/22/2004	40.00	11.90
Shared Services	Screws, Beatrice W		Hourly	04/04/2011	40.00	12.50
Shared Services	Shamass, Mona		Hourly	10/31/2011	40.00	15.00
Shared Services	Sheridan, Tracy		Salaried	11/08/2007	40.00	33.67
Shared Services	Simmons, Roula D	\$ 25,853	Salaried	06/02/2003	40.00	62.15
Shared Services	Sledge, Lynnette		Hourly	04/04/2011	40.00	12.00
Shared Services	Sledz, Tina M		Hourly	04/04/2011	40.00	12.50
Shared Services	Smith, Raychell		Hourly	02/24/2010	40.00	12.32
Shared Services	Smyth, Lori L	\$ 12,669	Salaried	07/11/2005	40.00	40.61
Shared Services	Spitulski, Jessica L		Hourly	10/16/1980	40.00	25.02

Shared Services	Straub,Deborah J		Hourly	04/04/2011	40.00	19.23
Shared Services	Street,Barbara L		Hourly	07/13/2006	40.00	15.81
Shared Services	Teets,Deborah		Salaried	08/31/1974	40.00	31.97
Shared Services	Thieda,Marianne E		Salaried	05/06/1985	40.00	26.44
Shared Services	Trovato,Darlene J		Salaried	03/19/2012	40.00	16.50
Shared Services	Turchetti,Joyce A		Hourly	04/04/2011	40.00	12.50
Shared Services	Vance,Rondall		Hourly	08/22/2011	40.00	15.00
Shared Services	Waitz,James P		Hourly	07/18/2007	40.00	15.45
Shared Services	Wells,Karen A		Salaried	05/27/2009	40.00	24.04
Shared Services	Wheelock,Christine M		Salaried	09/08/1986	40.00	29.81
Shared Services	Wick,Janice B		Hourly	12/08/2003	40.00	25.06
Shared Services	Wielechowski,Catherine M		Hourly	07/29/2008	40.00	14.00
Shared Services	Williams,Odessa		Hourly	10/31/2011	40.00	13.50
Shared Services	Wills,Meredith M		Salaried	02/21/2011	40.00	28.85
Shared Services	Zalenski,Lisa		Salaried	11/04/1981	40.00	24.00
Shared Services	Znamer,Anna M		Hourly	07/13/2005	40.00	17.31
Greater Detroit Newspaper	Cook,Mary J		Salaried	08/12/1996	40.00	19.23
Greater Detroit Newspaper	Cox,Greg D		Hourly	08/24/1987	40.00	20.77
Greater Detroit Newspaper	Cremeans,Angela K		Salaried	02/04/2002	40.00	20.71
Greater Detroit Newspaper	DeLonge,Melissa S		Salaried	11/07/2011	40.00	24.04
Greater Detroit Newspaper	Dolliver,Kathleen M		Hourly	04/24/2003	20.00	12.00
Greater Detroit Newspaper	Dunn,William R		Salaried	04/09/2012	40.00	38.46
Greater Detroit Newspaper	English,Leah M		Hourly	09/05/2007	40.00	14.00
Greater Detroit Newspaper	Green,Kenneth M		Salaried	09/10/2012	40.00	28.85
Greater Detroit Newspaper	Grzywacz,Jacqueline		Salaried	02/01/1981	40.00	33.39
Greater Detroit Newspaper	Gutowski,Kimberly A		Salaried	10/07/2002	40.00	13.13
Greater Detroit Newspaper	Gwyn,Michael J		Hourly	06/29/2012	24.00	12.00
Greater Detroit Newspaper	Ivezaj,Preka		Hourly	09/24/2007	40.00	15.00
Greater Detroit Newspaper	Kovak,Charles		Salaried	07/07/1992	40.00	21.13
Greater Detroit Newspaper	Leick,Stacy M		Salaried	07/15/2008	40.00	33.65
Greater Detroit Newspaper	Long,Melissa E		Salaried	06/04/2012	40.00	28.85
Greater Detroit Newspaper	Lulewicz,Sheryl L		Salaried	09/16/2002	40.00	13.89
Greater Detroit Newspaper	Oldenberg-Shereda,Mary M		Hourly	02/15/2004	20.00	10.00
Greater Detroit Newspaper	Owens,Shelley J		Salaried	12/12/1988	40.00	24.04
Greater Detroit Newspaper	Pazzi,Nicole M		Hourly	06/24/2003	40.00	24.04
Greater Detroit Newspaper	Peake,Kristin R		Hourly	11/13/2000	40.00	16.33
Greater Detroit Newspaper	Rockwell,Judy A		Salaried	05/21/1981	40.00	17.32

Greater Detroit Newspaper	Schettler,Edward J		Hourly	03/21/2002	40.00	20.46
Greater Detroit Newspaper	Swantek,David P		Salaried	04/17/1995	40.00	69.71
Greater Detroit Newspaper	Toth,Douglas		Hourly	01/14/2002	40.00	15.08
Greater Detroit Newspaper	Verwey,Peter J		Hourly	02/01/1988	40.00	18.18
Greater Detroit Newspaper	White,Kenneth R		Salaried	12/10/1999	40.00	15.42
Oakland Press	Albers,Alexandra M		Hourly	09/26/2011	40.00	12.50
Oakland Press	Albright,Ann M		Salaried	04/24/2000	40.00	18.80
Oakland Press	Alvarado,Josefina		Hourly	03/09/2001	20.00	9.86
Oakland Press	Archer,Kary A		Hourly	01/26/2004	40.00	13.70
Oakland Press	Arsenault,Vicki L		Hourly	06/15/1995	40.00	18.12
Oakland Press	Avery,Kanisha L		Hourly	11/07/2012	20.00	8.00
Oakland Press	Avery,Wanda E		Hourly	07/25/2000	20.00	10.11
Oakland Press	Baldes,Pamela S		Salaried	03/12/2003	40.00	13.52
Oakland Press	Barnett,Kathleen M		Hourly	09/30/1996	20.00	10.09
Oakland Press	Bauman,Doug W		Hourly	07/24/1978	40.00	25.56
Oakland Press	Beeler,Kendall R		Hourly	01/28/2010	20.00	8.00
Oakland Press	Bellant,Kevin V		Salaried	03/30/2012	40.00	13.13
Oakland Press	Blake,Kathleen J		Hourly	11/03/2009	40.00	11.50
Oakland Press	Blitchok,Dustin R		Hourly	05/15/2012	40.00	14.50
Oakland Press	Boldrey,Guadalupe V		Hourly	10/10/2000	40.00	13.75
Oakland Press	Borawski,Stefanie A		Salaried	07/19/1993	40.00	24.04
Oakland Press	Borka,Aftab H		Hourly	10/10/2011	40.00	16.50
Oakland Press	Bourgeois,Laretha L		Hourly	11/13/2012	20.00	8.00
Oakland Press	Brooks,Brenda		Salaried	10/19/1992	40.00	27.27
Oakland Press	Brown,Carolyn		Hourly	08/01/1975	40.00	20.19
Oakland Press	Bruce,Vicky L		Salaried	08/30/1990	40.00	23.32
Oakland Press	Burrell,Eugene L		Hourly	04/29/2002	20.00	9.38
Oakland Press	Burrow,Ralph D		Hourly	03/28/2000	20.00	10.15
Oakland Press	Butler,Alfonso		Hourly	06/14/2012	30.00	10.00
Oakland Press	Caldwell,Lesley R		Hourly	09/17/2007	40.00	12.88
Oakland Press	Call,Domonique E		Salaried	02/19/2012	40.00	13.00
Oakland Press	Caputo,Patrick A		Hourly	02/27/1984	40.00	26.05
Oakland Press	Carroll,Iris N		Hourly	08/02/2005	1.00	9.18
Oakland Press	Carter,Surmone D		Hourly	11/03/2012	20.00	8.00
Oakland Press	Cintron,Lilliam		Hourly	10/03/2008	20.00	8.00
Oakland Press	Coleman,Leron A		Hourly	01/31/2003	1.00	9.38
Oakland Press	Colon,Elizabeth		Hourly	09/09/2004	20.00	9.18

Oakland Press	Colon, Jacqueline		Hourly	10/23/2008	20.00	8.00
Oakland Press	Coulter, Steven R		Hourly	05/31/2005	40.00	21.63
Oakland Press	Cracchiolo, Christopher C		Hourly	07/14/2003	40.00	21.63
Oakland Press	Crown, Tina M		Hourly	05/11/1992	40.00	14.93
Oakland Press	Crumm, Charles		Hourly	01/15/1990	40.00	22.65
Oakland Press	Davis, Lavell A		Hourly	09/27/2012	20.00	8.00
Oakland Press	DelaRosa, David G		Hourly	04/09/2007	20.00	9.00
Oakland Press	Dillaber, Diana I		Hourly	07/02/1979	20.00	25.88
Oakland Press	Drake, Monica A		Salaried	09/13/2010	40.00	16.50
Oakland Press	Dropping, Debra L		Hourly	01/04/1995	40.00	12.50
Oakland Press	Dryden, Lee C		Salaried	03/26/1998	40.00	22.77
Oakland Press	Dunlap, William K		Hourly	12/20/2004	40.00	19.19
Oakland Press	East, Vincent E		Salaried	07/25/1995	40.00	22.05
Oakland Press	Egerton, Stacy L		Hourly	11/09/2011	30.00	9.75
Oakland Press	Ellis, Drew		Hourly	08/21/2002	40.00	15.00
Oakland Press	Eloby, Michelle		Hourly	06/13/2012	20.00	8.00
Oakland Press	Erb, Tina L		Salaried	06/25/1979	40.00	31.25
Oakland Press	Fair Jr., Clarence		Hourly	06/16/2012	20.00	8.00
Oakland Press	Fair, Demetria		Hourly	09/29/2007	20.00	8.00
Oakland Press	Fair, Walter		Hourly	05/30/2012	20.00	8.00
Oakland Press	Farnum, Shelley E		Hourly	05/19/2008	40.00	16.00
Oakland Press	Faulk, Rita M		Salaried	02/02/2000	40.00	17.57
Oakland Press	Fiebertz, Mark F		Hourly	10/15/2012	40.00	11.00
Oakland Press	Flees, Barry S		Hourly	04/20/2010	40.00	13.13
Oakland Press	Fowler, Leon I		Hourly	04/18/2006	20.00	12.00
Oakland Press	Frye, Stephen K		Salaried	08/24/2000	40.00	20.85
Oakland Press	Fuhrman, Matthew C		Hourly	01/30/2012	40.00	12.50
Oakland Press	Fulbright, Shantay R		Hourly	06/21/2012	20.00	8.00
Oakland Press	Gaeth, Robin D		Hourly	10/17/1989	40.00	12.00
Oakland Press	Gaines, Brenda A		Hourly	02/28/1976	40.00	17.16
Oakland Press	Galbraith, Julie A		Salaried	07/06/2004	40.00	15.80
Oakland Press	Galvin, Jacqueline M		Hourly	07/28/2010	40.00	12.50
Oakland Press	Geottes, James T		Salaried	04/16/2001	40.00	19.95
Oakland Press	Goodwin, Marvin O		Hourly	06/05/1978	40.00	25.03
Oakland Press	Graff, Gary		Hourly	10/13/1997	20.00	25.63
Oakland Press	Grant, Patricia M		Salaried	05/18/2012	40.00	13.13
Oakland Press	Gray, Joseph R		Hourly	01/13/2000	40.00	16.20

Oakland Press	Gurganian, Vaughn		Hourly	04/14/1986	40.00	23.99
Oakland Press	Haas, Bette L		Hourly	11/28/2007	20.00	10.25
Oakland Press	Haden, Thomas E		Salaried	11/21/1997	40.00	17.34
Oakland Press	Hagerman, Morris E		Salaried	08/24/2007	40.00	13.52
Oakland Press	Hamilton, Dean C		Hourly	06/23/2004	24.00	8.00
Oakland Press	Hamler, Corey D		Hourly	09/13/2006	30.00	8.00
Oakland Press	Hamlin, Linda M		Hourly	03/11/1985	40.00	15.80
Oakland Press	Hawkins, Aniqua L		Hourly	10/24/2012	20.00	8.00
Oakland Press	Heard, Nicolette S		Hourly	11/13/2012	20.00	8.00
Oakland Press	Hildebrand, Joseph B		Salaried	01/12/1988	40.00	24.44
Oakland Press	Hoard, Jeffrey S		Hourly	05/23/2005	40.00	16.00
Oakland Press	Hoffman, Melanie A		Hourly	03/01/1984	30.00	9.38
Oakland Press	Hollis, Roderick A		Hourly	12/01/2012	20.00	8.00
Oakland Press	Huey, Samuel L		Hourly	11/06/2008	20.00	8.00
Oakland Press	Jack, Goldie I		Salaried	10/09/1992	40.00	15.69
Oakland Press	Jacobson Hines, Julie A		Salaried	11/02/1981	40.00	33.18
Oakland Press	Jarvis, Bryon B		Salaried	04/17/1996	40.00	20.68
Oakland Press	Johnson, Breyonna N		Hourly	04/10/2012	20.00	8.00
Oakland Press	Johnson, Jennifer L		Hourly	06/28/2012	20.00	8.00
Oakland Press	Jones, Evatina P		Hourly	02/03/2005	40.00	14.00
Oakland Press	Jones-Narsh, Amanda L		Salaried	09/05/2006	40.00	15.75
Oakland Press	Kampe, Paul J		Hourly	08/31/2007	40.00	17.00
Oakland Press	Kasat, Linda J		Salaried	03/24/1994	40.00	15.39
Oakland Press	Katz, Ronald S		Salaried	07/27/2009	40.00	13.14
Oakland Press	Keller, Ralph M		Salaried	08/08/1994	40.00	19.39
Oakland Press	Kerchen, Kristine L		Hourly	10/10/2005	40.00	12.50
Oakland Press	Kessler Jr, Patrick J		Salaried	08/31/1995	40.00	30.46
Oakland Press	Kirkland, Andrew J		Hourly	08/07/2004	1.00	9.18
Oakland Press	Kirk, Micah T		Hourly	01/31/2007	20.00	9.00
Oakland Press	Klomp, Noelle D		Salaried	05/08/2000	40.00	31.73
Oakland Press	Kozel, Carol H		Hourly	02/18/2003	40.00	19.98
Oakland Press	Kuehn, Jeffrey S		Salaried	02/17/1986	40.00	32.19
Oakland Press	Laine, Christopher C		Hourly	12/17/2010	40.00	15.00
Oakland Press	Lance, Edward D		Hourly	10/10/2003	1.00	9.18
Oakland Press	Larson, Lauren J		Salaried	03/16/2009	40.00	17.30
Oakland Press	Leasure, Jerry B		Salaried	10/02/2003	40.00	31.84
Oakland Press	Lewis, Carla D		Hourly	09/03/2004	1.00	9.18

Oakland Press	Lewis, Jackson E		Salaried	05/30/2002	40.00	17.54
Oakland Press	Lewis, Lisa J		Hourly	09/17/1984	40.00	20.27
Oakland Press	Love, Anthony J		Salaried	08/14/2011	40.00	14.00
Oakland Press	Major, Dwight		Salaried	11/28/1988	40.00	28.03
Oakland Press	McGaffie, Johnathan G		Hourly	07/01/2006	30.00	9.18
Oakland Press	Mills, Marian M		Salaried	10/31/1994	40.00	38.46
Oakland Press	Miner, Frederick A		Hourly	11/28/2012	20.00	8.00
Oakland Press	Mowery, Matthew		Hourly	12/04/2000	40.00	15.60
Oakland Press	Mueller, John		Hourly	05/25/2012	40.00	15.25
Oakland Press	Myftiu, Mehmet M		Salaried	11/23/2002	40.00	21.68
Oakland Press	Nisbet, Gerald R		Hourly	04/12/1997	20.00	12.93
Oakland Press	Novak, Scott R		Salaried	11/08/1995	40.00	22.14
Oakland Press	Nowicki, Dennis F		Salaried	12/16/1998	40.00	15.28
Oakland Press	Ogden, Frank D		Hourly	07/10/2007	20.00	9.00
Oakland Press	Oldham, Ronald D		Salaried	06/04/2001	40.00	24.04
Oakland Press	Palmer, Suzanne E		Salaried	08/22/2007	40.00	21.63
Oakland Press	Pasche, Paula M		Hourly	04/10/1978	40.00	26.06
Oakland Press	Patrick, Mark S		Hourly	05/24/2012	20.00	10.00
Oakland Press	Pemberton, David R		Hourly	09/25/2006	40.00	15.45
Oakland Press	Perlin, Anne L		Salaried	09/18/2000	40.00	17.49
Oakland Press	Pfeiffer, Caryn S		Hourly	03/23/1979	40.00	21.53
Oakland Press	Phillips II, David B		Hourly	01/04/2010	40.00	15.00
Oakland Press	Phillips, Deborah A		Hourly	11/27/2006	40.00	12.88
Oakland Press	Pittiglio, Dorothy		Hourly	03/11/1998	30.00	17.81
Oakland Press	Polo, Omayra		Hourly	05/07/2005	40.00	12.37
Oakland Press	Powell, JoAnn M		Salaried	01/11/2007	40.00	17.25
Oakland Press	Pressley, Angelia D		Hourly	08/30/2011	20.00	12.50
Oakland Press	Price, Keyanna S		Hourly	06/13/2012	20.00	8.00
Oakland Press	Prokes, Angela M		Salaried	01/30/2012	40.00	19.23
Oakland Press	Puckett, Danelle E		Hourly	08/17/2012	20.00	8.00
Oakland Press	Puckett, Precious		Hourly	09/27/2012	30.00	8.00
Oakland Press	Ragland, John B		Salaried	12/17/2002	40.00	28.34
Oakland Press	Ratajczak, Keilee S		Hourly	06/02/2011	20.00	8.00
Oakland Press	Reyes, Luis R		Hourly	10/19/2011	20.00	8.00
Oakland Press	Reyes, Omaivette		Hourly	02/13/2007	20.00	9.18
Oakland Press	Robertson, Nicole M		Hourly	11/22/1988	40.00	23.23
Oakland Press	Rodriguez, Juana S		Hourly	02/09/2002	20.00	9.63

Oakland Press	Rose, Christopher G		Salaried	10/01/2012	40.00	19.23
Oakland Press	Roston, Ronald		Hourly	11/22/2004	24.00	9.00
Oakland Press	Sadowski, Lori D		Salaried	09/16/2002	40.00	18.80
Oakland Press	Sanderson, Mary J		Hourly	03/28/1996	40.00	17.25
Oakland Press	Sandula, Michael D		Hourly	11/09/2011	24.00	14.25
Oakland Press	Schettler, Mae M		Hourly	10/10/2009	20.00	8.00
Oakland Press	Schmitt, Jason E		Salaried	02/25/2002	40.00	17.79
Oakland Press	Scypinski, Martin S		Salaried	02/19/2012	40.00	13.00
Oakland Press	Semeraz, Megan C		Hourly	09/04/2012	40.00	14.50
Oakland Press	Sexton, Lynda J		Hourly	05/16/2005	40.00	13.13
Oakland Press	Skinner II, Cliff E		Hourly	07/21/2011	20.00	9.00
Oakland Press	Slater, Cynthia A		Hourly	09/12/1988	40.00	17.84
Oakland Press	Smith, Caprice R		Hourly	06/29/2012	20.00	8.00
Oakland Press	Smith, Dwight R		Salaried	07/16/2009	40.00	13.00
Oakland Press	Smith, Evelyn E		Hourly	04/25/2002	20.00	8.50
Oakland Press	Smith, Kenneth D		Hourly	12/15/2011	20.00	8.00
Oakland Press	Smith, Shaniqua M		Hourly	10/14/2008	20.00	8.00
Oakland Press	Stanley, Brandon J		Hourly	12/09/2009	20.00	8.00
Oakland Press	Stewart, Ryan A		Salaried	07/24/2012	40.00	24.04
Oakland Press	Stimage, LaTonya C		Hourly	04/24/2010	20.00	8.00
Oakland Press	Stimmel, Celeste E		Hourly	12/28/2004	40.00	12.50
Oakland Press	Storms, Coreena M		Hourly	03/26/2012	40.00	13.13
Oakland Press	Styles, John H		Hourly	05/01/1972	40.00	20.98
Oakland Press	Szczesny, Joseph R		Salaried	11/23/1981	40.00	28.15
Oakland Press	Szymczak, Christina D		Hourly	10/15/2012	40.00	11.00
Oakland Press	Thompson, Tim C		Salaried	08/30/1976	40.00	27.73
Oakland Press	Thornton, Sharon C		Hourly	07/24/1978	40.00	18.96
Oakland Press	Toure, Youssoupha		Hourly	12/13/2006	20.00	9.18
Oakland Press	Townsend, Jennifer A		Hourly	03/11/2003	40.00	14.03
Oakland Press	Tucker-Bush, Theodore J		Hourly	10/18/2012	20.00	8.00
Oakland Press	Turk, John		Hourly	06/04/2012	40.00	14.50
Oakland Press	Turner, Talisha A		Hourly	12/17/2008	20.00	8.00
Oakland Press	Vazquez-Cabrera, Maricela		Hourly	03/14/2012	40.00	8.00
Oakland Press	Walraven, Raven R		Hourly	03/12/2011	20.00	8.00
Oakland Press	Wardia, Munadel E		Hourly	07/10/2004	20.00	11.28
Oakland Press	Watson, Arthur J		Hourly	08/16/2012	20.00	8.00
Oakland Press	Webster, Santosh S		Hourly	04/17/2012	20.00	8.00

Oakland Press	Weeks,Rene		Hourly	04/09/1990	40.00	16.73
Oakland Press	Wietecha,Christopher		Hourly	11/29/1989	40.00	17.14
Oakland Press	Wilson,David		Hourly	11/08/2010	20.00	10.00
Oakland Press	Winkelman,Gary J		Hourly	11/18/2009	40.00	15.00
Oakland Press	Wolffe,Gerald D		Hourly	10/27/1993	40.00	21.94
Oakland Press	Wood,Michael B		Hourly	03/13/2008	40.00	12.50
Oakland Press	Wooten,Melvin		Hourly	03/07/2007	20.00	8.00
Oakland Press	Wozniak,Amber		Hourly	06/13/2012	24.00	12.50
Oakland Press	Young,Ashley R		Hourly	09/19/2011	35.00	10.00
Oakland Press	Young,John L		Hourly	12/14/1998	40.00	19.50
Heritage Newspapers	Adams,Rodney		Salaried	08/23/2012	40.00	9.00
Heritage Newspapers	Anderson,Darnell		Hourly	04/16/2012	40.00	16.83
Heritage Newspapers	Baird,Benjamin S		Hourly	08/27/2008	40.00	12.25
Heritage Newspapers	Bauer,Laura K		Salaried	09/02/2002	40.00	12.02
Heritage Newspapers	Bazzi,Fatima		Hourly	06/27/2012	40.00	13.00
Heritage Newspapers	Bell,Amy S		Hourly	01/31/2011	40.00	14.00
Heritage Newspapers	Blum,Andrea		Hourly	01/12/1998	40.00	12.88
Heritage Newspapers	Bondy,Gregory D		Salaried	09/24/1984	40.00	23.92
Heritage Newspapers	Brown,Janet M		Hourly	07/22/2002	40.00	10.34
Heritage Newspapers	Burdziak,Alan E		Hourly	06/08/2011	40.00	12.00
Heritage Newspapers	Castro Jr.,Randall P		Hourly	03/28/2011	40.00	15.65
Heritage Newspapers	Cortiana-Clark,Annette	\$ 15,000	Salaried	04/13/1992	40.00	48.08
Heritage Newspapers	Crawley,Patrick J		Salaried	03/20/2000	40.00	12.02
Heritage Newspapers	Dalton,Sean K		Hourly	03/13/2006	40.00	12.36
Heritage Newspapers	Davis,Jonathan		Hourly	01/09/2008	40.00	12.02
Heritage Newspapers	Di Tullio,Tina J		Hourly	07/01/2004	40.00	12.92
Heritage Newspapers	Dillingham,William		Salaried	10/11/1982	40.00	22.18
Heritage Newspapers	Dressel,Susan M		Salaried	04/23/1990	40.00	12.02
Heritage Newspapers	Dzbanski,Susan		Hourly	11/05/2012	40.00	14.25
Heritage Newspapers	Eldridge,Cory L		Hourly	06/26/2012	40.00	10.90
Heritage Newspapers	Elliott,Samantha		Hourly	09/04/2012	40.00	11.00
Heritage Newspapers	Farrand,Mavis M		Salaried	09/25/1978	40.00	29.04
Heritage Newspapers	Feld,Michael		Hourly	01/30/2012	40.00	14.00
Heritage Newspapers	Florez,Juanita I		Salaried	01/09/2006	40.00	10.50
Heritage Newspapers	Genaw,Donna M		Salaried	07/23/2007	40.00	12.02
Heritage Newspapers	Gonyea,Shawn M		Salaried	11/01/2000	40.00	12.02
Heritage Newspapers	Grunwald,Scott M		Hourly	08/20/2007	40.00	16.83

Heritage Newspapers	Hall, Kimberly		Hourly	01/31/2002	40.00	16.83
Heritage Newspapers	Hamilton, John T		Salaried	07/09/2012	40.00	12.02
Heritage Newspapers	Hart, Elaine T		Salaried	11/10/2003	40.00	12.02
Heritage Newspapers	Hawn, Barbara M		Salaried	03/12/1996	40.00	10.04
Heritage Newspapers	Held, Scott A		Hourly	08/07/1995	40.00	17.73
Heritage Newspapers	Herndon, David H		Hourly	08/08/2011	40.00	12.00
Heritage Newspapers	Horvath, Celeste M		Salaried	03/31/1989	40.00	12.02
Heritage Newspapers	Hughes, Chad M		Salaried	05/30/2012	40.00	12.02
Heritage Newspapers	Jacob, Krista-Marie F		Salaried	11/28/2011	40.00	13.50
Heritage Newspapers	Jacoby, Terence A		Salaried	04/11/2005	40.00	23.19
Heritage Newspapers	Justice, Charla		Hourly	07/09/2012	40.00	10.00
Heritage Newspapers	Kasuba, James S		Hourly	01/30/1989	40.00	18.58
Heritage Newspapers	Keller, Ryan		Salaried	06/20/2011	40.00	10.20
Heritage Newspapers	Khzouz, Lena B		Salaried	07/17/2000	40.00	18.82
Heritage Newspapers	Kidd, Andrew		Hourly	09/13/2012	40.00	13.35
Heritage Newspapers	Kirschke, Judy		Hourly	06/01/2012	18.00	9.00
Heritage Newspapers	Komendo, Eva M		Hourly	03/10/1997	40.00	12.11
Heritage Newspapers	Komer, David M		Hourly	06/12/2000	40.00	13.25
Heritage Newspapers	Krimmel Sauve, Carol		Salaried	03/07/2005	40.00	38.46
Heritage Newspapers	Laine, Susan J		Salaried	05/01/2003	40.00	11.32
Heritage Newspapers	Leonard, Brenda L		Salaried	06/14/2010	40.00	6.00
Heritage Newspapers	Lominac, Renee R		Hourly	04/20/1985	40.00	28.85
Heritage Newspapers	Luckas, Robert		Salaried	08/30/1984	40.00	15.93
Heritage Newspapers	Machiniak, Sara		Hourly	09/26/2011	40.00	16.83
Heritage Newspapers	Martin, Jacquelyn L		Hourly	08/29/1988	40.00	17.86
Heritage Newspapers	Matzas, Michael J		Hourly	11/14/1997	40.00	12.16
Heritage Newspapers	McClain, Erica		Salaried	12/15/2010	40.00	16.74
Heritage Newspapers	Meyer, Denise J		Salaried	12/18/2000	40.00	12.02
Heritage Newspapers	Minckiewicz, Henry A		Salaried	07/12/1982	40.00	28.84
Heritage Newspapers	Murphy, Kathleen R		Hourly	05/02/1994	40.00	14.00
Heritage Newspapers	Nelson, Christopher		Hourly	07/26/2012	30.00	10.25
Heritage Newspapers	O'Rourke, Wendy D		Salaried	06/23/1997	40.00	20.67
Heritage Newspapers	Paswaters, Corrie L		Hourly	11/06/2006	40.00	19.23
Heritage Newspapers	Pengelly, Felecia		Salaried	01/03/1983	40.00	25.88
Heritage Newspapers	Pepper, Jeffrey P		Hourly	11/01/2010	40.00	11.88
Heritage Newspapers	Powers, Timothy J		Salaried	06/07/1990	40.00	20.25
Heritage Newspapers	Preston, Shane		Hourly	10/03/2011	40.00	12.25

Heritage Newspapers	Pruitt,James		Hourly	08/27/2012	40.00	12.50
Heritage Newspapers	Raney,Angela		Salaried	08/08/2012	40.00	24.04
Heritage Newspapers	Rempala,Jodi L		Hourly	08/18/1999	40.00	13.01
Heritage Newspapers	Rogers,Michelle R		Salaried	05/15/1992	40.00	23.69
Heritage Newspapers	Salowich,Scott G		Salaried	10/14/1985	40.00	25.26
Heritage Newspapers	Schwochow,Sharon A		Hourly	03/15/2004	40.00	12.00
Heritage Newspapers	Shaw,Daniel		Hourly	06/01/2012	40.00	11.50
Heritage Newspapers	Slezak Jr.,Joseph M		Hourly	09/23/1988	40.00	19.26
Heritage Newspapers	Smith,Austen L		Salaried	01/30/2003	40.00	16.09
Heritage Newspapers	Smith,Julianne M		Hourly	08/06/2007	40.00	19.23
Heritage Newspapers	Smith,Robert		Hourly	04/16/2012	40.00	16.83
Heritage Newspapers	Sombati,Douglas F		Salaried	03/07/1985	40.00	12.02
Heritage Newspapers	Teets,Jason R		Hourly	05/16/2003	40.00	16.83
Heritage Newspapers	VanHauter,Aaron M		Salaried	02/10/2009	40.00	24.04
Heritage Newspapers	Vargo,John J		Salaried	03/09/2010	40.00	12.02
Heritage Newspapers	Walsh,James		Salaried	10/17/2011	40.00	12.02
Heritage Newspapers	Woodrum,Ashley M		Salaried	05/29/2012	40.00	10.00
Morning Star Publishing	Adams,Vernon		Hourly	01/24/1997	20.00	10.71
Morning Star Publishing	Armstrong,Barry		Salaried	06/02/2000	40.00	12.66
Morning Star Publishing	Baker,Joyce		Hourly	10/19/1988	40.00	10.79
Morning Star Publishing	Barker,Jeffrey H		Hourly	02/03/2010	40.00	9.00
Morning Star Publishing	Bennett,Marlene		Salaried	07/05/1995	40.00	8.75
Morning Star Publishing	Brannan-Harris,Holly A		Salaried	06/13/2005	40.00	8.75
Morning Star Publishing	Buczek,Joseph		Hourly	03/15/2012	30.00	8.50
Morning Star Publishing	Callison,Linda		Hourly	07/30/1998	40.00	10.46
Morning Star Publishing	Campbell,Terry A		Hourly	09/14/2009	20.00	10.00
Morning Star Publishing	Clark,Joyce A		Salaried	08/22/2008	40.00	8.75
Morning Star Publishing	Cranson,Carolyn		Salaried	07/16/1999	40.00	12.13
Morning Star Publishing	Crosby,Elaine		Hourly	07/05/2002	40.00	10.92
Morning Star Publishing	Crosby,Robert		Salaried	02/06/2012	40.00	8.75
Morning Star Publishing	Essary,Penny		Salaried	06/04/2012	40.00	8.75
Morning Star Publishing	Field,Susan		Hourly	05/18/2000	40.00	14.39
Morning Star Publishing	Fisher,Tamera L		Salaried	08/25/2003	40.00	37.02
Morning Star Publishing	Fitzwater,Terry		Salaried	07/23/2012	40.00	8.75
Morning Star Publishing	Fortin,Cynthia		Salaried	07/13/1999	40.00	10.30
Morning Star Publishing	Giles,Scott A		Hourly	11/13/2012	30.00	9.00
Morning Star Publishing	Gittleman,Linda		Hourly	11/01/1990	40.00	13.23

Morning Star Publishing	Greene, Thomas		Salaried	11/04/1985	40.00	22.07
Morning Star Publishing	Gross,Angela		Salaried	09/12/2011	40.00	16.59
Morning Star Publishing	Haggart,Brenda		Salaried	02/17/1986	40.00	13.23
Morning Star Publishing	Hecko,Terry L		Salaried	07/27/2004	40.00	8.75
Morning Star Publishing	Hensel,Deborah		Salaried	06/06/2011	40.00	8.75
Morning Star Publishing	Hilla,Steven		Salaried	12/06/1999	40.00	17.63
Morning Star Publishing	Hill,Lee		Hourly	03/15/1983	40.00	10.93
Morning Star Publishing	Holmes,Jamie L		Salaried	04/07/2009	40.00	8.75
Morning Star Publishing	Hunter,Beverly		Salaried	03/27/1996	40.00	10.50
Morning Star Publishing	Ihnatenko,Andrew N		Salaried	01/09/2006	40.00	12.69
Morning Star Publishing	Irvin,Chad L		Hourly	04/13/2009	40.00	8.50
Morning Star Publishing	Johnson,Connie		Salaried	02/28/1994	40.00	7.65
Morning Star Publishing	Johnson,Heather		Salaried	05/02/2011	40.00	8.75
Morning Star Publishing	Jonaitis,Lisa		Hourly	08/04/2000	40.00	13.38
Morning Star Publishing	Jones,Kevin		Salaried	03/27/2000	40.00	19.33
Morning Star Publishing	Kilbourn,Sherry		Salaried	09/20/1993	40.00	8.93
Morning Star Publishing	Knight,Ryan M		Salaried	04/06/2009	40.00	10.00
Morning Star Publishing	Kubisiak,Daniel S		Salaried	06/21/2010	40.00	8.75
Morning Star Publishing	Lahde,James		Salaried	05/26/1997	40.00	16.42
Morning Star Publishing	Leacock,Kathryn		Salaried	07/25/2012	40.00	12.79
Morning Star Publishing	Lein,David A		Salaried	09/03/2002	40.00	15.38
Morning Star Publishing	Love,Kevin		Hourly	09/22/2000	40.00	11.51
Morning Star Publishing	Mahaffey,Holly		Hourly	03/26/2012	40.00	8.50
Morning Star Publishing	Mansfield,Dennis L		Salaried	02/24/2003	40.00	11.30
Morning Star Publishing	Martin,Ronald		Salaried	11/30/2001	40.00	16.64
Morning Star Publishing	Mikek,Margaret J		Salaried	02/16/1994	40.00	9.82
Morning Star Publishing	Mills,Beth		Hourly	04/04/1988	40.00	13.73
Morning Star Publishing	Mills,Frederick E	\$ 10,534	Salaried	09/03/1991	40.00	33.76
Morning Star Publishing	Misico,Michael N		Hourly	10/07/2010	40.00	9.62
Morning Star Publishing	Mitchell,Larry F		Salaried	05/09/2005	40.00	7.50
Morning Star Publishing	Moore,Timothy S		Hourly	02/03/2010	20.00	10.00
Morning Star Publishing	Mortimer,Christine F	\$ 10,875	Salaried	03/27/2006	40.00	34.86
Morning Star Publishing	Negus,Donald		Salaried	01/11/1995	40.00	30.77
Morning Star Publishing	Nichols,Debra		Salaried	06/25/2012	40.00	8.75
Morning Star Publishing	Norlander,Kindra L		Salaried	03/12/2007	40.00	8.13
Morning Star Publishing	Norton,Mindy		Salaried	07/02/1984	40.00	15.91
Morning Star Publishing	Ortwein,Monique U		Hourly	07/11/2007	40.00	9.18

Morning Star Publishing	Pointe,Cynthia M		Salaried	05/15/1987	40.00	10.20
Morning Star Publishing	Price,Steven		Salaried	01/02/2001	40.00	12.79
Morning Star Publishing	Pung,Donnamarie K		Salaried	05/25/1986	40.00	23.08
Morning Star Publishing	Ranzenberger,Mark		Salaried	09/30/1999	40.00	12.75
Morning Star Publishing	Reid,Timiri A		Salaried	03/01/2010	40.00	8.75
Morning Star Publishing	Reiss,Sherry		Salaried	06/02/1997	40.00	7.50
Morning Star Publishing	Rodriguez,Julie		Hourly	12/11/2002	40.00	8.40
Morning Star Publishing	Runyan,Janet		Salaried	09/30/1980	40.00	13.19
Morning Star Publishing	Sapienza,Anthony J		Salaried	04/11/2007	40.00	16.59
Morning Star Publishing	Schneider,Nathan J		Hourly	02/25/2004	40.00	12.00
Morning Star Publishing	Shaffer,Randi		Hourly	05/17/2012	40.00	11.50
Morning Star Publishing	Sieting,Janet C		Salaried	07/24/1975	40.00	8.93
Morning Star Publishing	Silvernail,Jeffrey W		Hourly	04/27/2009	40.00	11.75
Morning Star Publishing	Simmons,Debra S		Hourly	04/13/2009	40.00	8.50
Morning Star Publishing	Smith,Marney		Hourly	05/31/2011	40.00	9.00
Morning Star Publishing	Smith,Pamela		Hourly	02/26/2003	40.00	9.43
Morning Star Publishing	Snyder,Lewis		Salaried	09/16/2002	40.00	12.13
Morning Star Publishing	Sowle,Janet		Hourly	04/07/1995	25.00	10.00
Morning Star Publishing	Szukhent,Sean		Hourly	04/06/2011	40.00	10.00
Morning Star Publishing	Terwilliger,Cindy		Salaried	10/20/1992	40.00	8.75
Morning Star Publishing	Turner,Carol		Salaried	10/14/1996	40.00	22.60
Morning Star Publishing	Twardowski,Kathy L		Salaried	11/09/2009	40.00	12.98
Morning Star Publishing	Vanorden,Donald		Hourly	12/10/1972	40.00	9.00
Morning Star Publishing	Wiley,Jeffrey R		Salaried	09/24/2007	40.00	8.75
Morning Star Publishing	Williams,Stormy		Hourly	09/11/2000	40.00	9.10
Morning Star Publishing	Wilmot,Leo R		Hourly	03/18/2009	20.00	7.40
Morning Star Publishing	Wilson,Wanda		Salaried	02/15/1999	40.00	12.25
Morning Star Publishing	Wiltse,Robyn		Hourly	12/13/2004	40.00	10.15
Morning Star Publishing	Wyllys,Scott C		Salaried	10/29/2007	40.00	11.33
Jobs in the US	Adams,Christine		Salaried	08/30/2012	40.00	18.27
Jobs in the US	Ayers,Robert L		Salaried	08/13/2007	40.00	12.98
Jobs in the US	Babcock,Bruce		Hourly	08/20/2012	40.00	15.87
Jobs in the US	Cutting,Dona		Salaried	10/09/2006	40.00	40.87
Jobs in the US	Driscoll,George		Salaried	08/20/2012	40.00	12.98
Jobs in the US	Eddy,Samuel C	\$ 21,000	Salaried	11/05/2007	40.00	50.48
Jobs in the US	Gagne,Ronald		Salaried	08/29/2005	40.00	28.85
Jobs in the US	Griffith,John D		Salaried	03/01/2010	40.00	12.98

Jobs in the US	Gunn,Jill C		Salaried	09/17/2007	40.00	12.98
Jobs in the US	Haskell,Jeremy		Salaried	10/09/2006	40.00	19.23
Jobs in the US	Hayes,Jacob		Salaried	06/18/2012	40.00	17.31
Jobs in the US	Hinman,Thomas D		Salaried	03/26/2007	40.00	27.40
Jobs in the US	Huntt,Joel A		Salaried	11/27/2007	40.00	27.88
Jobs in the US	Johnson,Cheryl		Salaried	01/30/2006	40.00	36.06
Jobs in the US	Landmann,Jim		Salaried	03/22/2006	40.00	12.98
Jobs in the US	McGowan,Andrea		Salaried	03/01/2006	40.00	16.35
Jobs in the US	McGowan,Shawn		Salaried	07/23/2007	40.00	22.60
Jobs in the US	McMullin,Mary		Hourly	08/20/2012	40.00	15.87
Jobs in the US	Mercier,Christina		Salaried	10/09/2006	40.00	12.98
Jobs in the US	Perron,Richard J		Salaried	09/17/2007	40.00	23.80
Jobs in the US	Plummer,Jennifer		Hourly	06/04/2012	40.00	14.42
Jobs in the US	Sanborn,George Jeffrey	\$ 12,750	Salaried	02/25/2008	40.00	40.87
Jobs in the US	Sawyer,Heidi J		Salaried	03/22/2006	40.00	24.04
Jobs in the US	Seekins,Emily		Hourly	08/20/2012	40.00	15.39
Jobs in the US	Small,Joshua J		Salaried	06/10/2008	40.00	19.23
Jobs in the US	Stevens,Jillian M		Salaried	02/27/2006	30.00	18.03
Jobs in the US	Taylor,Benjamin		Salaried	06/13/2011	40.00	11.54

PROPERTY	NAME	FT/PT	UNION_CD	ANNUAL_RT	YTD Gross thru 12/14/2012	Std Hours	Hrly Rate
Morning Journal	Batozynski,Linda L	Full Time		\$22,880	\$ 6,160	40.00	11.00
New Haven Register	Bradstreet,Tammy Veronica	Part Time		\$11,596	\$ 8,530	25.00	8.92
Delaware County Times	Ainsworth,Colin	Full Time	Delco Guild	\$24,454	\$ 4,678	37.50	12.54
Delaware County Times	Crow,Thomas R	Part Time	Delco Teamsters	\$16,630	\$ 17,338	15.00	21.32
Delaware County Times	Gill,Michael	Part Time	Delco Teamsters	\$16,630	\$ 16,416	15.00	21.32
Oakland Press	Holland,Ronald J	Part Time		\$24,960	\$ 58,748	20.00	24.00
Trentonian	Kenyon,Samantha	Part Time		\$9,360	\$ 4,545	18.00	10.00
The Record	Bardwell,Timothy	Part Time	Troy GCIU	\$24,648	\$ 17,529	25.00	18.96
The Record	Peters,Aaron J	Part Time	Troy GCIU	\$24,648	\$ 15,118	25.00	18.96
The Record	Green,Michael	Part Time	Troy GCIU	\$19,729	\$ 1,151	20.00	18.97
Macomb Daily	Davis,Brenda J	Part Time	Macomb Mailers	\$6,997	\$ 2,119	10.00	13.46
Macomb Daily	Thames,Willie C	Part Time	Macomb Mailers	\$6,822	\$ 410	9.75	13.46
Macomb Daily	Jurkiw,Christopher M	Part Time	Macomb Mailers	\$24,488	\$ 13,384	35.00	13.46
Macomb Daily	Gasiorowski,Katrina L	Part Time	Macomb Mailers	\$16,617	\$ 13,483	23.75	13.46
Macomb Daily	Martin Jr,Joe H	Part Time	Macomb Mailers	\$13,993	\$ 427	20.00	13.46
Macomb Daily	Drum,Lance E	Part Time	Macomb Mailers	\$10,530	\$ 2,452	20.00	10.13
Macomb Daily	Zbercot,John C	Part Time	Macomb Mailers	\$10,145	\$ 10,101	14.50	13.46
Macomb Daily	St.Charles,Cheryl A	Part Time	Macomb Mailers	\$22,564	\$ 16,903	32.25	13.46
Macomb Daily	Impastato Jr.,Nick J	Part Time	Macomb Mailers	\$13,993	\$ 6,072	20.00	13.46
Macomb Daily	White III,Charles	Part Time	Macomb Mailers	\$9,620	\$ 11,691	13.75	13.46
Macomb Daily	Dickinson,Joel W	Part Time	Macomb Mailers	\$9,096	\$ 81	13.00	13.46
Macomb Daily	Wilson,Deborah A	Part Time	Macomb Mailers	\$5,265	\$ 157	10.00	10.13
Macomb Daily	Spearman,Sean E	Part Time	Macomb Mailers	\$5,265	\$ 944	10.00	10.13
Macomb Daily	Robeson,Richard D	Part Time	Macomb Mailers	\$5,265	\$ 339	10.00	10.13
Macomb Daily	Roach,Miriah A	Part Time	Macomb Mailers	\$5,265	\$ 1,569	10.00	10.13
Macomb Daily	Ceraudo,Mark C	Part Time	Macomb Mailers	\$24,488	\$ 8,791	35.00	13.46
Macomb Daily	Meade,Karen	Part Time	Macomb Mailers	\$14,868	\$ 20,697	21.25	13.46
Macomb Daily	Latona,Samuel	Part Time	Macomb Mailers	\$12,944	\$ 2,106	18.50	13.46
Macomb Daily	Hoffman,Larry D	Part Time	Macomb Mailers	\$8,571	\$ 8,009	12.25	13.46
Macomb Daily	Zeleney,Debra A	Part Time	Macomb Mailers	\$6,997	\$ 1,470	10.00	13.46
Macomb Daily	Hudson,Nicholas A	Part Time	Macomb Mailers	\$5,265	\$ 86	10.00	10.13
Macomb Daily	Buck,Brandon N	Part Time	Macomb Mailers	\$5,265	\$ 78	10.00	10.13
Macomb Daily	Peterson,Corey M	Part Time	Macomb Mailers	\$5,265	\$ 687	10.00	10.13

Macomb Daily	Young, Jerry L	Part Time	Macomb Mailers	\$5,422	\$	2,859	7.75	13.46
Macomb Daily	Cassani, Michael D	Part Time	Macomb Mailers	\$3,817	\$	81	7.25	10.13
Macomb Daily	Shiemke, Mark E	Part Time	Macomb GCIU	\$26,836	\$	21,826	27.25	18.94
Macomb Daily	Young, Douglas H	Part Time	Macomb Mailers	\$23,614	\$	23,912	33.75	13.46
Macomb Daily	Viano, Richard D	Part Time	Macomb Mailers	\$17,841	\$	16,865	25.50	13.46
Macomb Daily	Zbercot, Josef R	Part Time	Macomb Mailers	\$16,967	\$	1,668	24.25	13.46
Macomb Daily	Janisch, Michael D	Part Time	Macomb Mailers	\$13,993	\$	3,902	20.00	13.46
Macomb Daily	Solomon, Benjamin L	Part Time	Macomb Mailers	\$13,643	\$	19,492	19.50	13.46
Macomb Daily	Roberti, Gregory D	Part Time	Macomb Mailers	\$10,495	\$	6,744	15.00	13.46
Macomb Daily	Latona, James A	Part Time	Macomb Mailers	\$9,620	\$	13,048	13.75	13.46
Macomb Daily	Armstrong, James L	Part Time	Macomb Mailers	\$8,746	\$	5,775	12.50	13.46
Macomb Daily	Vasseur, Linda C	Part Time	Macomb Mailers	\$8,571	\$	7,225	12.25	13.46
Macomb Daily	Cohen, Jerrold B	Part Time	Macomb Mailers	\$8,396	\$	9,102	12.00	13.46
Macomb Daily	Bonventre, Joseph	Part Time	Macomb Mailers	\$6,997	\$	2,721	10.00	13.46
Macomb Daily	Fallucca, Chris A	Part Time	Macomb Mailers	\$6,997	\$	3,076	10.00	13.46
Macomb Daily	Skorupski, Norbert J	Part Time	Macomb Mailers	\$5,265	\$	263	10.00	10.13
Macomb Daily	Roach, Marlynn M	Part Time	Macomb Mailers	\$5,265	\$	1,357	10.00	10.13
Macomb Daily	Kociemba, Amanda C	Part Time	Macomb Mailers	\$5,265	\$	223	10.00	10.13
Macomb Daily	Fallucca, Gary M	Part Time	Macomb Mailers	\$6,297	\$	4,891	9.00	13.46
Macomb Daily	Jones, Sheilia A	Part Time	Macomb Mailers	\$5,947	\$	4,702	8.50	13.46
Macomb Daily	Traylor, James H	Part Time	Macomb Mailers	\$5,422	\$	1,967	7.75	13.46
Macomb Daily	Vasseur, John D	Part Time	Macomb Mailers	\$5,247	\$	5,124	7.50	13.46
Macomb Daily	Brown, James F	Part Time	Macomb Mailers	\$3,848	\$	6,118	5.50	13.46
Macomb Daily	Poma, Nicholas C	Part Time	Macomb Mailers	\$3,498	\$	9,713	5.00	13.46
Macomb Daily	Stevens, Robert L	Part Time	Macomb Mailers	\$11,369	\$	878	16.25	13.46
Macomb Daily	Guthrie, Terry L	Part Time	Macomb Mailers	\$6,997	\$	3,734	10.00	13.46
Macomb Daily	Centofanti, Luigi A	Part Time	Macomb Mailers	\$24,488	\$	28,902	35.00	13.46
Macomb Daily	Robinson, Rochelle	Part Time	Macomb Mailers	\$15,567	\$	19,517	22.25	13.46
Macomb Daily	Butler, Robert F	Part Time	Macomb Mailers	\$13,993	\$	3,767	20.00	13.46
Macomb Daily	Decker, Charlotte A	Part Time	Macomb Mailers	\$13,993	\$	10,613	20.00	13.46
Macomb Daily	Payne, Ronald	Part Time	Macomb Mailers	\$11,894	\$	10,701	17.00	13.46
Macomb Daily	Menozi, James E	Part Time	Macomb Mailers	\$11,020	\$	8,944	15.75	13.46
Macomb Daily	Cervantes, Sandra R	Part Time	Macomb Mailers	\$6,997	\$	1,496	10.00	13.46
Macomb Daily	Patrick, Dalano D	Part Time	Macomb Mailers	\$6,997	\$	743	10.00	13.46

Macomb Daily	Hellenberg, Jacob P	Part Time	Macomb Mailers	\$6,997	\$	518	10.00	13.46
Macomb Daily	Castiglione, Jack E	Part Time	Macomb Mailers	\$6,997	\$	852	10.00	13.46
Macomb Daily	Baker, Janae	Part Time	Macomb Mailers	\$5,265	\$	328	10.00	10.13
Macomb Daily	Jackson, Melva S	Part Time	Macomb Mailers	\$5,265	\$	547	10.00	10.13
Macomb Daily	Naujok, Kristopher A	Part Time	Macomb Mailers	\$5,265	\$	1,562	10.00	10.13
Macomb Daily	Elliott, Christopher M	Part Time	Macomb Mailers	\$5,265	\$	671	10.00	10.13
Macomb Daily	Beaman-Beauchamp, Debby	Part Time	Macomb Mailers	\$3,817	\$	1,868	7.25	10.13
Macomb Daily	Maclin, Peggy C	Part Time	Macomb Mailers	\$3,848	\$	2,186	5.50	13.46
Macomb Daily	Seigneurie, Zachary R	Part Time	Macomb GCIU	\$10,741	\$	20,140	15.00	13.77
Macomb Daily	Keyes, Kevin S	Part Time	Macomb Mailers	\$6,997	\$	1,961	10.00	13.46
Macomb Daily	Sullivan, Teri L	Part Time	Macomb Mailers	\$21,689	\$	18,572	31.00	13.46
Macomb Daily	Davis, Bettie J	Part Time	Macomb Mailers	\$13,993	\$	6,384	20.00	13.46
Macomb Daily	Martin, Josette M	Part Time	Macomb Mailers	\$13,993	\$	838	20.00	13.46
Macomb Daily	Prange, David M	Part Time	Macomb Mailers	\$11,369	\$	10,691	16.25	13.46
Macomb Daily	Roberts, Larry J	Part Time	Macomb Mailers	\$6,997	\$	2,308	10.00	13.46
Macomb Daily	Reyna, Sandra	Part Time	Macomb Mailers	\$6,997	\$	434	10.00	13.46
Macomb Daily	Hoffert, John A	Part Time	Macomb Mailers	\$24,488	\$	27,118	35.00	13.46
Macomb Daily	Pines, Sandra	Part Time	Macomb Mailers	\$22,214	\$	20,099	31.75	13.46
Macomb Daily	Patrick, Michelle E	Part Time	Macomb Mailers	\$10,530	\$	273	20.00	10.13
Macomb Daily	Springer, Jeremiah R	Part Time	Macomb Mailers	\$12,069	\$	11,008	17.25	13.46
Macomb Daily	Hedgespeth, Tommy H	Part Time	Macomb Mailers	\$11,544	\$	16,783	16.50	13.46
Macomb Daily	Martin, Deshun	Part Time	Macomb Mailers	\$10,495	\$	101	15.00	13.46
Macomb Daily	Viano, Richard A	Part Time	Macomb Mailers	\$9,795	\$	11,884	14.00	13.46
Macomb Daily	Holland, Tommy M	Part Time	Macomb Mailers	\$9,271	\$	3,407	13.25	13.46
Macomb Daily	Weishaupt, Renay M	Part Time	Macomb Mailers	\$6,997	\$	67	10.00	13.46
Macomb Daily	Johnson, Keith L	Part Time	Macomb Mailers	\$5,265	\$	614	10.00	10.13
Macomb Daily	Taylor, John A	Part Time	Macomb Mailers	\$5,265	\$	84	10.00	10.13
Macomb Daily	Whitfield, Tyquayle K	Part Time	Macomb Mailers	\$5,265	\$	863	10.00	10.13
Macomb Daily	Perry, Jill	Part Time	Macomb Mailers	\$5,265	\$	1,348	10.00	10.13
Macomb Daily	Reyes, Benjamin W	Part Time	Macomb Mailers	\$5,265	\$	137	10.00	10.13
Macomb Daily	Mitchell Jr, William	Part Time	Macomb Mailers	\$5,265	\$	78	10.00	10.13
Macomb Daily	Carlisi, Richard	Part Time	Macomb Mailers	\$5,265	\$	1,924	10.00	10.13
Macomb Daily	Hellenberg, Joseph C	Part Time	Macomb Mailers	\$5,265	\$	1,114	10.00	10.13
Macomb Daily	Mealy, Cecelia M	Part Time	Macomb Mailers	\$6,822	\$	5,299	9.75	13.46

Macomb Daily	Smith,Donathan R	Part Time	Macomb Mailers	\$4,870 \$	997 9.25	10.13
Macomb Daily	Reese,Steven	Part Time	Macomb Mailers	\$5,247 \$	6,687 7.50	13.46
Macomb Daily	Yaroch,Thomas P	Part Time	Macomb GCIU	\$19,696 \$	18,555 20.00	18.94
Macomb Daily	Muggelberg Jr,William E	Part Time	Macomb GCIU	\$9,356 \$	643 9.50	18.94
Macomb Daily	Nemeckay,Peter A	Part Time	Macomb Mailers	\$5,265 \$	91 10.00	10.13
Macomb Daily	Berry,Mary F	Part Time	Macomb Mailers	\$6,297 \$	1,514 9.00	13.46
Macomb Daily	Musgrove,Curtis L	Part Time	Macomb Mailers	\$5,265 \$	162 10.00	10.13
Macomb Daily	Michelson,Daniel J	Part Time	Macomb Mailers	\$4,198 \$	1,218 6.00	13.46
Macomb Daily	Cooper,Ryan D	Part Time	Macomb Mailers	\$13,643 \$	5,591 19.50	13.46
Macomb Daily	Chaplin,Neil	Part Time	Macomb Mailers	\$11,894 \$	15,993 17.00	13.46
Macomb Daily	Reese,Harvey	Part Time	Macomb Mailers	\$8,746 \$	4,568 12.50	13.46
Macomb Daily	White,Michael J	Part Time	Macomb Mailers	\$8,221 \$	9,846 11.75	13.46
Macomb Daily	Timm,Terri L	Part Time	Macomb Mailers	\$6,997 \$	1,460 10.00	13.46
Macomb Daily	Pate,Phyllis	Part Time	Macomb Mailers	\$6,997 \$	2,006 10.00	13.46
Macomb Daily	Williams,Kendra K	Part Time	Macomb Mailers	\$5,265 \$	463 10.00	10.13
Macomb Daily	Reese,Derrick O	Part Time	Macomb Mailers	\$5,265 \$	976 10.00	10.13
Macomb Daily	Carron,Timothy J	Part Time	Macomb Mailers	\$5,265 \$	1,540 10.00	10.13
Macomb Daily	Wilczynski,Jed F	Part Time	Macomb Mailers	\$5,265 \$	478 10.00	10.13
Macomb Daily	Thorp,Nicholas D	Part Time	Macomb Mailers	\$5,265 \$	1,476 10.00	10.13
Macomb Daily	Grant,Ryan	Part Time	Macomb Mailers	\$5,265 \$	1,533 10.00	10.13
Macomb Daily	Taylor,Kelley M	Part Time	Macomb Mailers	\$5,265 \$	2,433 10.00	10.13
Macomb Daily	Marchio,Clayton	Part Time	Macomb Mailers	\$5,265 \$	2,295 10.00	10.13
Macomb Daily	Pines,Janice	Part Time	Macomb Mailers	\$5,265 \$	61 10.00	10.13
Macomb Daily	Poma,William	Part Time	Macomb Mailers	\$5,265 \$	2,078 10.00	10.13
Macomb Daily	Viano,Mark S	Part Time	Macomb Mailers	\$6,472 \$	6,578 9.25	13.46
Macomb Daily	Morsello II,Giovanni	Part Time	Macomb Mailers	\$4,870 \$	2,887 9.25	10.13
Macomb Daily	Flint,Jacobus	Part Time	Macomb Mailers	\$5,247 \$	3,424 7.50	13.46
Macomb Daily	Apostol,Tom J	Part Time	Macomb Mailers	\$5,247 \$	6,714 7.50	13.46
Macomb Daily	Adams,Thureasa L	Part Time	Macomb Mailers	\$4,548 \$	5,153 6.50	13.46
Macomb Daily	Marshall,Theotis	Part Time	Macomb GCIU	\$19,696 \$	520 20.00	18.94
Macomb Daily	Nelson,Woodrow C	Part Time	Macomb GCIU	\$20,681 \$	1,830 21.00	18.94
Macomb Daily	Cote,Christopher E	Part Time	Macomb GCIU	\$8,863 \$	5,567 9.00	18.94
Macomb Daily	Morsello,Andrew J	Part Time	Macomb Mailers	\$5,265 \$	2,567 10.00	10.13
Macomb Daily	Catchings,Maurice	Part Time	Macomb Mailers	\$5,265 \$	413 10.00	10.13

Macomb Daily	Pickett,Kristin	Part Time	Macomb Mailers	\$5,265	\$	815	10.00	10.13
Macomb Daily	Gidelski,Michael	Part Time	Macomb Mailers	\$5,247	\$	1,846	7.50	13.46
Macomb Daily	Holland,Sarah A	Part Time	Macomb Mailers	\$3,848	\$	239	5.50	13.46
Macomb Daily	Kennedy Jr,Henry	Part Time	Macomb Mailers	\$6,997	\$	4,396	10.00	13.46
Macomb Daily	Kessler-Final,Keely K	Part Time	Macomb Mailers	\$6,997	\$	918	10.00	13.46
Macomb Daily	Griffith,Kathleen L	Part Time	Macomb Mailers	\$6,997	\$	4,336	10.00	13.46
Macomb Daily	Smith,Felicia	Part Time	Macomb Mailers	\$6,997	\$	185	10.00	13.46
Macomb Daily	Final,Sarah N	Part Time	Macomb Mailers	\$5,265	\$	347	10.00	10.13
Macomb Daily	Bowman,Joshua	Part Time	Macomb Mailers	\$5,265	\$	321	10.00	10.13
Macomb Daily	Jurkiw,Richard M	Part Time	Macomb Mailers	\$5,265	\$	2,822	10.00	10.13
Macomb Daily	Kociemba,Jonathan C	Part Time	Macomb Mailers	\$5,265	\$	663	10.00	10.13
Macomb Daily	Terrana,Vince M	Part Time	Macomb Mailers	\$6,297	\$	387	9.00	13.46
Macomb Daily	Mercado,James I	Part Time	Macomb GCIU	\$8,863	\$	341	9.00	18.94
Macomb Daily	Goss,Thomas M	Part Time	Macomb Mailers	\$5,247	\$	4,104	7.50	13.46
Macomb Daily	Clifton,William R	Part Time	Macomb Mailers	\$5,597	\$	5,079	8.00	13.46
Macomb Daily	Williams,James C	Part Time	Macomb Mailers	\$5,947	\$	2,610	8.50	13.46
Macomb Daily	Apostol,Zachary T	Part Time	Macomb Mailers	\$3,949	\$	1,964	7.50	10.13

Annex II – COBRA

See attached.

Beneficiary ID	Full Name	Coverage Period	Plan Name	Plan ID	Premium	Fee	Total
15310765	Adler, Allan P.	11/01/2012 - 11/30/2012	EyeMed Vision	252831	9.42	0	9.42
15310765	Adler, Allan P.	11/01/2012 - 11/30/2012	Met Life Dental B	252828	41.1	0	41.1
14954254	Allen, Kathryn A.	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
16335931	Ballerino, Andrea	11/01/2012 - 11/30/2012	EyeMed Vision	252831	4.96	0	4.96
16335931	Ballerino, Andrea	11/01/2012 - 11/30/2012	Met Life Dental B	252828	20.26	0	20.26
16170308	Bammel, Jerome G.	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1588.09	0	1588.09
16170308	Bammel, Jerome G.	11/01/2012 - 11/30/2012	EyeMed Vision	252831	13.83	0	13.83
16170308	Bammel, Jerome G.	11/01/2012 - 11/30/2012	Met Life Dental B	252828	72.33	0	72.33
15357062	Bauman, Lindsay K.	10/01/2012 - 10/31/2012	Met Life Dental A	252827	20.28	0	20.28
15357062	Bauman, Lindsay K.	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
16018314	Bereski, Joseph M.	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
16018314	Bereski, Joseph M.	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
17393365	Calcagni, Judy A.	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1076.39	0	1076.39
17393365	Calcagni, Judy A.	11/01/2012 - 11/30/2012	EyeMed Vision	252831	9.42	0	9.42
17393365	Calcagni, Judy A.	11/01/2012 - 11/30/2012	Met Life Dental A	252827	40.23	0	40.23
15449068	Carrigan, Charlotte	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15564168	Caruso, Emily	10/01/2012 - 10/31/2012	Met Life Dental B	252828	20.26	0	20.26
15564168	Caruso, Emily	11/01/2012 - 11/30/2012	Met Life Dental B	252828	20.26	0	20.26
17444997	Catania, Frank A.	10/01/2012 - 10/31/2012	Delta Dental	252837	47.49	0	47.49
17444997	Catania, Frank A.	11/01/2012 - 11/30/2012	Delta Dental	252837	47.49	0	47.49
14876960	Collins, Patricia A.	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
14876960	Collins, Patricia A.	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
14876960	Collins, Patricia A.	10/01/2012 - 10/31/2012	Met Life Dental A	252827	20.28	0	20.28
17420118	Debus, Andrew	09/01/2012 - 09/30/2012	EyeMed Vision	252831	4.96	0	4.96
17420118	Debus, Andrew	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
17420118	Debus, Andrew	11/01/2012 - 11/30/2012	EyeMed Vision	252831	4.96	0	4.96
15310779	Del Rosso, Kathleen	11/01/2012 - 11/30/2012	Met Life Dental B	252828	41.1	0	41.1
14612453	Duda, Michael	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	259.1	798.9
14612453	Duda, Michael	10/01/2012 - 10/31/2012	Met Life Dental A	252827	20.28	9.73	30.01
14612453	Duda, Michael	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	259.1	798.9
14612453	Duda, Michael	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	9.73	30.01
16092102	Duguay, Christine	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
16092102	Duguay, Christine	11/01/2012 - 11/30/2012	EyeMed Vision	252831	4.96	0	4.96
16092102	Duguay, Christine	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
17366661	Fleury, Becky	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
17611236	Fuhrmeister, Gerard V.	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1076.39	0	1076.39

17611236	Fuhrmeister, Gerard V.	10/01/2012 - 10/31/2012	EyeMed Vision	252831	9.42	0	9.42
17611236	Fuhrmeister, Gerard V.	10/01/2012 - 10/31/2012	Met Life Dental B	252828	41.1	0	41.1
17611236	Fuhrmeister, Gerard V.	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1076.39	0	1076.39
17611236	Fuhrmeister, Gerard V.	11/01/2012 - 11/30/2012	EyeMed Vision	252831	9.42	0	9.42
17611236	Fuhrmeister, Gerard V.	11/01/2012 - 11/30/2012	Met Life Dental B	252828	41.1	0	41.1
15897034	Gaffield, Craig B.	10/01/2012 - 10/31/2012	Delta Dental	252837	47.49	0	47.49
15628491	Gehris, Vicki	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15628491	Gehris, Vicki	10/01/2012 - 10/31/2012	Met Life Dental A	252827	20.28	0	20.28
15628491	Gehris, Vicki	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15628491	Gehris, Vicki	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
15533584	Grotsky, Jill L.	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
17560064	Grover, Brenda A.	10/01/2012 - 10/31/2012	Blue Cross PPO Medical/Rx Plan - 1583170	252824	579.32	0	579.32
17560064	Grover, Brenda A.	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
17560064	Grover, Brenda A.	10/01/2012 - 10/31/2012	Met Life Dental B	252828	20.26	0	20.26
17560064	Grover, Brenda A.	11/01/2012 - 11/30/2012	Blue Cross PPO Medical/Rx Plan - 1583170	252824	579.32	0	579.32
17560064	Grover, Brenda A.	11/01/2012 - 11/30/2012	EyeMed Vision	252831	4.96	0	4.96
17560064	Grover, Brenda A.	11/01/2012 - 11/30/2012	Met Life Dental B	252828	20.26	0	20.26
16069146	Hanus, Thomas	10/01/2012 - 10/31/2012	EyeMed Vision	252831	13.83	0	13.83
16069146	Hanus, Thomas	10/01/2012 - 10/31/2012	Met Life Dental B	252828	72.33	0	72.33
16163448	Harrison, Joanne M.	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
16163448	Harrison, Joanne M.	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
15628497	Hendricks, Stanley S.	09/01/2012 - 09/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15628497	Hendricks, Stanley S.	09/01/2012 - 09/30/2012	EyeMed Vision	252831	4.96	0	4.96
15628497	Hendricks, Stanley S.	09/01/2012 - 09/30/2012	Met Life Dental A	252827	20.28	0	20.28
15628497	Hendricks, Stanley S.	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15628497	Hendricks, Stanley S.	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
15628497	Hendricks, Stanley S.	10/01/2012 - 10/31/2012	Met Life Dental A	252827	20.28	0	20.28
15993250	Hill, Chelsea	11/01/2012 - 11/30/2012	EyeMed Vision	252831	4.96	0	4.96
15993250	Hill, Chelsea	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
13979595	Hill, Lance	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
13979595	Hill, Lance	10/01/2012 - 10/31/2012	Met Life Dental A	252827	20.28	0	20.28
13979595	Hill, Lance	11/01/2012 - 11/30/2012	EyeMed Vision	252831	4.96	0	4.96
13979595	Hill, Lance	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
14807399	Holloway, Erin	11/01/2012 - 11/30/2012	EyeMed Vision	252831	4.96	0	4.96
14807399	Holloway, Erin	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
15993255	Kelly, Robert	10/01/2012 - 10/31/2012	Blue Cross PPO Medical/Rx Plan - 1583170	252824	1155.17	0	1155.17
15993255	Kelly, Robert	10/01/2012 - 10/31/2012	EyeMed Vision	252831	9.42	0	9.42

15993255	Kelly, Robert	10/01/2012 - 10/31/2012	Met Life Dental A	252827	40.23	0	40.23
15652011	Kilpatrick, Eileen	10/01/2012 - 10/31/2012	Met Life Dental B	252828	41.1	19.73	60.83
15533585	Knapp, Blake	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15533585	Knapp, Blake	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
15533585	Knapp, Blake	10/01/2012 - 10/31/2012	Met Life Dental A	252827	20.28	0	20.28
15533585	Knapp, Blake	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15533585	Knapp, Blake	11/01/2012 - 11/30/2012	EyeMed Vision	252831	4.96	0	4.96
15533585	Knapp, Blake	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
15670316	Kochakian, Nathaniel C.	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
15310768	Kunkel, Linda	11/01/2012 - 11/30/2012	Met Life Dental B	252828	20.26	0	20.26
15628492	Lacy, Patrick	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15628492	Lacy, Patrick	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
14876958	Lorenzo, Regina L.	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
16018290	Malicki Jr, Frank B.	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1076.39	0	1076.39
16018290	Malicki Jr, Frank B.	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1076.39	0	1076.39
15628498	Martin, Kevin	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15628498	Martin, Kevin	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
14855838	Martin, William	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
14855838	Martin, William	10/01/2012 - 10/31/2012	Met Life Dental A	252827	20.28	0	20.28
17323522	Mccullough, Kevin	09/01/2012 - 09/30/2012	EyeMed Vision	252831	4.96	0	4.96
17323522	Mccullough, Kevin	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
17323522	Mccullough, Kevin	07/01/2012 - 07/31/2012	EyeMed Vision	252831	4.96	0	4.96
17323522	Mccullough, Kevin	08/01/2012 - 08/31/2012	EyeMed Vision	252831	4.96	0	4.96
14954242	Mims, Stephen M.	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1076.39	0	1076.39
14954242	Mims, Stephen M.	10/01/2012 - 10/31/2012	EyeMed Vision	252831	9.42	0	9.42
14954242	Mims, Stephen M.	10/01/2012 - 10/31/2012	Met Life Dental B	252828	41.1	0	41.1
15461558	Oswald, John	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15461558	Oswald, John	11/01/2012 - 11/30/2012	EyeMed Vision	252831	4.96	0	4.96
15461558	Oswald, John	11/01/2012 - 11/30/2012	Met Life Dental A	252827	20.28	0	20.28
15310757	Owen, Marsha J.	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1076.39	0	1076.39
17233369	Pappas, Leonard	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
17233369	Pappas, Leonard	10/01/2012 - 10/31/2012	Met Life Dental A	252827	20.28	0	20.28
17233369	Pappas, Leonard	10/01/2012 - 10/31/2012	MVP Low Medical Plan	252834	469.17	0	469.17
15052358	Riddell, Robert A.	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1076.39	0	1076.39
15052358	Riddell, Robert A.	11/01/2012 - 11/30/2012	EyeMed Vision	252831	9.42	0	9.42
15052358	Riddell, Robert A.	11/01/2012 - 11/30/2012	Met Life Dental B	252828	41.1	0	41.1
16092106	Salm, Dale	11/01/2012 - 11/30/2012	Met Life Dental B	252828	20.26	0	20.26

16018259	Salvano, Rene	10/01/2012 - 10/31/2012	Met Life Dental A	252827	65.89	0	65.89
15969398	Sommers, Patricia	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15969398	Sommers, Patricia	10/01/2012 - 10/31/2012	Met Life Dental A	252827	40.23	0	40.23
15261338	Sowle, Janet J.	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15261338	Sowle, Janet J.	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
15261338	Sowle, Janet J.	10/01/2012 - 10/31/2012	Met Life Dental A	252827	20.28	0	20.28
15052361	Stenger Jr, Robert H.	10/01/2012 - 10/31/2012	Blue Cross PPO Medical/Rx Plan - 1583170	252824	1155.17	0	1155.17
16089836	Toce, Patricia	09/01/2012 - 09/30/2012	Blue Cross PPO Medical/Rx Plan - 1583170	252824	579.32	0	579.32
16089836	Toce, Patricia	09/01/2012 - 09/30/2012	Met Life Dental A	252827	20.28	0	20.28
15156897	Trivisonno, Cecilia	10/01/2012 - 10/31/2012	Met Life Dental A	252827	20.28	0	20.28
15580977	Waite, Robert	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1076.39	0	1076.39
15580977	Waite, Robert	10/01/2012 - 10/31/2012	EyeMed Vision	252831	9.42	0	9.42
15580977	Waite, Robert	10/01/2012 - 10/31/2012	Met Life Dental A	252827	40.23	0	40.23
15580977	Waite, Robert	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1076.39	0	1076.39
15580977	Waite, Robert	11/01/2012 - 11/30/2012	EyeMed Vision	252831	9.42	0	9.42
15580977	Waite, Robert	11/01/2012 - 11/30/2012	Met Life Dental A	252827	40.23	0	40.23
15580974	Waite, William	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1588.09	0	1588.09
15580974	Waite, William	11/01/2012 - 11/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1588.09	0	1588.09
16259749	Wehrly, Shelley	10/01/2012 - 10/31/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	1076.39	0	1076.39
16259749	Wehrly, Shelley	10/01/2012 - 10/31/2012	EyeMed Vision	252831	9.42	0	9.42
16259749	Wehrly, Shelley	10/01/2012 - 10/31/2012	Met Life Dental A	252827	40.23	0	40.23
15310761	Wingelaar, Roger	10/01/2012 - 10/31/2012	Blue Cross PPO Medical/Rx Plan - 1583170	252824	1155.17	0	1155.17
15310761	Wingelaar, Roger	11/01/2012 - 11/30/2012	Blue Cross PPO Medical/Rx Plan - 1583170	252824	1155.17	0	1155.17
15533586	Wolfe, RF	09/01/2012 - 09/30/2012	Blue Cross EPO Medical/Rx Plan - 1583270	252822	539.8	0	539.8
15533586	Wolfe, RF	09/01/2012 - 09/30/2012	EyeMed Vision	252831	4.96	0	4.96
17527070	Zaniewski, Ann C.	10/01/2012 - 10/31/2012	Blue Cross PPO Medical/Rx Plan - 1583170	252824	579.32	0	579.32
17527070	Zaniewski, Ann C.	10/01/2012 - 10/31/2012	EyeMed Vision	252831	4.96	0	4.96
17527070	Zaniewski, Ann C.	10/01/2012 - 10/31/2012	Met Life Dental B	252828	20.26	0	20.26
17527070	Zaniewski, Ann C.	11/01/2012 - 11/30/2012	Blue Cross PPO Medical/Rx Plan - 1583170	252824	579.32	0	579.32
17527070	Zaniewski, Ann C.	11/01/2012 - 11/30/2012	EyeMed Vision	252831	4.96	0	4.96
17527070	Zaniewski, Ann C.	11/01/2012 - 11/30/2012	Met Life Dental B	252828	20.26	0	20.26
15156896	Zimmer, Cindy K.	10/01/2012 - 10/31/2012	Blue Cross PPO Medical/Rx Plan - 1583170	252824	579.32	0	579.32

Annex III – Benefits for Former Employees

See attached.

Retiree With Health Care - Closed Group Bible

<u>Plan</u>	<u>Location Code</u>	<u>Subscriber Name</u>	<u>DOB</u>	<u>Coverage Med</u>	<u>Dent</u>	<u>Location</u>	<u>Notes</u>
UHC - Choice Plus	030F	BELCHER, KATHY J	12/19/1952	Employee Only		Lorain	
UHC - Choice Plus	083C	BOKERN, SUSAN	9/3/1954	Employee Only	D	S. Rhode Island	<i>Spouse Ted Holmberg will stay UHC until 65 then on Ted plan</i>
UHC - Choice Plus	030F	CARLSON, NORMA J	12/18/1923	Employee Only		Lorain	
UHC - Choice Plus	030C	Chen, Ying Hsuan		Single	D	Corp	<i>SS of Robert Jelenic evg for life COBRA till 11/2010 - Claims get coded to account 29300 Pays ee rate</i>
UHC - Choice Plus	030F	CORRAO, JOSEPH J	7/1/1929	Employee Only	D	Lorain	<i>Deceased but wife is on current plan</i>
UHC - Choice Plus	014F	EDWARDS, DORIS L	5/16/1923	Employee Only		Trentonian	
UHC - Choice Plus	030F	FARLEY, WILLIAM H	11/23/1921	Employee Only	D	Lorain	
UHC - Choice Plus	080C	FEUTZ, NELLE F	3/11/1922	Employee +1	D	New Philadelphia	Co 100%
UHC - Choice Plus	014F	FISCHER, GREGORY	12/8/1937	Employee +1	D	Trentonian	co 100%
UHC - Choice Plus	030F	FORGACS, FRANCES	1/29/1920	Employee Only		Lorain	
UHC - Choice Plus	030F	GILLMORE, PEGGY J	4/19/1924	Employee Only		Lorain	
UHC - Choice Plus	030F	GORNALL, KENYON D	6/7/1924	Employee		Lorain	
UHC - Choice Plus	128F	GREGA, STEPHEN J	2/15/1940	Employee +1		New Britain	
UHC - Choice Plus	014F	HOFFMAN, MARIE K	10/1/1915	Employee Only		Trentonian	
UHC - Choice Plus	080C	HORN, MARY M	10/31/1920	Employee Only		New Philadelphia	<i>Pension pd Sun Life #S-0526-G Horovitz Newspapers</i>
UHC - Choice Plus	080C	HUFF, BETTY A	2/23/1931	Employee Only	D	New Philadelphia	Co 100%
UHC - Choice Plus	029F	KOELBLE, CHARLES P	4/1/1926	Employee Only		Willoughby	
UHC - Choice Plus	014F	KOSZTYU, Shirley	7/26/1926	sh be single		Trentonian **	
UHC - Choice Plus	014F	LAVIS, (STANLEY) JOAN	3/8/1923	Employee +1	D	Trentonian	<i>Joan is surviving spouse</i>
Highmark	014F	LOGUE, LAURA	10/31/1924	Employee Only		Corp	<i>Surviving Spouse began 10/1/1989</i>
UHC - Choice Plus	030F	MARTIN, ALICE E	1/30/1928	Employee Only		Lorain	
UHC - Choice Plus	014F	MLADENETZ, GEORGE J	11/14/1919	Employee +1	D	Trentonian **	
UHC - Choice Plus	014F	MOUNT, FREDERICK W	12/14/1940	Employee +1	D	Trentonian **	
UHC - Choice Plus	030F	MUNOZ, FELICIANO	7/9/1934	Employee +1		Lorain	
UHC - Choice Plus	014F	NOVELLO, JOSEPHINE R	1/1/1920	Employee Only	D	Trentonian **	
Highmark	028C	OWEN, WAYNE		Employee +1		Michigan	<i>Terminated coverage eff 7/1/2012 to go on Medicare</i>
UHC - Choice Plus	014F	OWEN, HORACE T	1/7/1930	Employee +1	D	Trentonian **	
UHC - Choice Plus	128F	REILLY, ROBERT	10/1/1943	Employee Only		New Britain	
UHC - Choice Plus	014F	RENOUF, PERCY P	7/24/1920	Employee +1		Trentonian	<i>Deceased - Elsie is Surviving Spouse</i>
UHC - Choice Plus	014F	RIDOLFI, JOSEPHINE	10/14/1934	Employee Only		Trentonian	
UHC - Choice Plus	030F	RUSIN, KATHLEEN C	6/9/1927	Employee Only		Lorain	
Highmark	028C	SNEPARD, FRANK		Employee +1		Michigan	<i>Claims get coded in acct # 29300 Spouse - Sandra passed away Jan. 2012</i>
UHC - Choice Plus	080C	SHORES, JACK D	9/8/1939	Employee +1		New Philadelphia	
UHC - Choice Plus	028C	ST JOHN, EDWARD F	12/24/1923	Employee +1		Corp	
UHC - Choice Plus	030F	WHITEHEAD, WILLIAM H	5/5/1930	Employee +1		Lorain	

Trentonian ** *Receives monthly payment from Trentonian for Medicare Part B subsidy*

Deceased

Retiree With Health Care - Closed Group Bible

<u>Plan</u>	<u>Location</u> <u>Code</u>	<u>Subscriber Name</u>	<u>DOB</u>	<u>Coverage Med</u>	<u>Dent</u>	<u>Location</u>	<u>Notes</u>
UHC - Choice Plus	014F	BRIGHT, RAYMOND H	9/28/1910	Employee Only		Trentonian **	Deceased Oct. 2009
UHC - Choice Plus	080C	CHARNOCK, RICHARD R	7/12/1929	Employee Only		New Philadelphia	Deceased Jan. 2010
UHC - Choice Plus	029F	DELGIUDICE, ROSE MARIE	1/28/1920	Employee Only	D	Willoughby	Deceased May 15, 2010 Spouse will go to Anthem BC when 65 in 2011
UHC - Choice Plus	128F	DIORIO, JANICE	10/25/1946	Employee Only	D	NBH	Deceased 2/19/2012
UHC - Choice Plus	029F	HOBSON, LUCILLE M	5/28/1921	Employee Only		Willoughby	Deceased 1/3/2011
UHC - Choice Plus	080C	KOLLAR, GEORGE F	9/8/1923	Employee Only		New Philadelphia	Surviving Spouse Co 100%
UHC - Choice Plus	080C	MCKEE, RUTH W	5/4/1921	Employee Only		New Philadelphia	EE \$29.77/ mth fixed
UHC - Choice Plus	014F	MERVISH, DOROTHY	3/25/1924	Employee Only		Trentonian	Deceased 2/20/2007
UHC - Choice Plus	080C	MIZER, MARY KAY	6/8/1924	Employee Only		New Philadelphia	Deceased 6/14/2009 Co 100%
UHC - Choice Plus	030F	TREBONIK, JULIA F	11/27/1917	Employee Only		Lorain	Deceased 7/15/2011
UHC - Choice Plus	029F	VELLENGA, ROBERT E	10/29/1925	Employee Only		Willoughby	Deceased 8/31/2009

TROY

<u>Plan</u>	<u>Subscriber Name</u>	<u>Coverage Med</u>	<u>Location</u>	<u>Notes</u>
Community Blue Sr Blue 401	Bartoski, Dorothy	Employee Only	Troy	SS
Community Blue Sr Blue 652	Grovenger, Mildred	Employee Only	Troy	SS
Community Blue Sr Blue 652	Heffern, Edward	Employee Only	Troy	RET
Community Blue Sr Blue 652	Heffern, Judith	Employee Only	Troy	SPOUSE
Community Blue Sr Blue 652	Jodoin, Susan	Employee Only	Troy	RET
Community Blue Sr Blue 652	Luke, James	Employee Only	Troy	RET
Community Blue Sr Blue 652	Lyman, R	Employee Only	Troy	RET
Community Blue Sr Blue 401	McDonough, Maureen	Employee Only	Troy	SPOUSE
Community Blue Sr Blue 401	McDonough, William	Employee Only	Troy	RET
Community Blue Sr Blue 401	Parker, H	Employee Only	Troy	SPOUSE
Community Blue Sr Blue 401	Purcell, T	Employee Only	Troy	RET
Community Blue Sr Blue 401	Purcell, H	Employee Only	Troy	RET
Community Blue Sr Blue 401	Ray, Frederick	Employee Only	Troy	RET
Community Blue Sr Blue 401	Ray, Marian	Employee Only	Troy	SPOUSE
Community Blue Sr Blue 401	Rinchik, Helen	Employee Only	Troy	SPOUSE
Community Blue Sr Blue 401	Rinchik, William	Employee Only	Troy	RET
Community Blue Sr Blue 652	Roddy, Marjory	Employee Only	Troy	ss
Community Blue Sr Blue 652	Stanley, Marie	Employee Only	Troy	RET
Community Blue Sr Blue 401	Steininger, Andrew	Employee Only	Troy	RET
Community Blue Sr Blue 401	Stratta, Nancy	Employee Only	Troy	RET
Community Blue Sr Blue 401	Zoller, Malinda	Employee Only	Troy	ss

Deceased

<u>Plan</u>	<u>Subscriber Name</u>	<u>Coverage Med</u>	<u>Location</u>	<u>Notes</u>
Community Blue Sr Blue 652	Blais, Margaret	Employee Only	Troy	SPOUSE Deceased
Community Blue Sr Blue 652	Blais, Roland	Employee Only	Troy	RET Deceased
Community Blue Sr Blue 652	Bonneau, June	Employee Only	Troy	SS Deceased
Community Blue Sr Blue 652	Smart, Jane	Employee Only	Troy	RET Deceased
Community Blue Sr Blue 401	Palitsch, Pauline	Employee Only	Troy	SPOUSE Deceased 8/12/2012

New Britain

Retiree With Health Care - Closed Group Bible

<u>Plan</u>	<u>Location</u> <u>Code</u>	<u>Subscriber Name</u>	<u>DOB</u>	<u>Coverage Med</u> <u>Coverage Med</u>	<u>Dent</u>	<u>Location</u> <u>Location</u>	<u>Notes</u>
Anthem BC (Medicare Supplement)		Bialobrzanski, Hedy	6/4/1926	Employee Only		New Britain	<i>when retiree dies spouse has to pay 100% of premium</i>
Anthem BC (Medicare Supplement)		Boissonault, Ralph	2/8/1931	Employee +1		New Britain	<i>100% of premium</i>
Anthem BC (Medicare Supplement)		Bronkie, Geraldine	1/27/1930	Employee Only		New Britain	<i>F</i>
Anthem BC (Medicare Supplement)		Brown, Roderick		Employee Only		New Britain	<i>Surviving Spouse pays 100%</i>
Anthem BC (Medicare Supplement)		Caron, Paul	4/24/1931	Employee Only		New Britain	<i>M</i>
Anthem BC (Medicare Supplement)		Caron, Domenica	<u>Spouse</u>	Employee Only		New Britain	
Anthem BC (Medicare Supplement)		Ciszek, Edward	7/16/1931	Employee Only		New Britain	<i>M</i>
Anthem BC (Medicare Supplement)		Cole, William	7/7/1932	Employee +1		New Britain	<i>when retiree dies spouse has to pay 100% of premium</i>
Anthem BC (Medicare Supplement)		Covini, Richard	7/15/1921	Employee Only		New Britain	<i>M</i>
Anthem BC (Medicare Supplement)		Diorio, Joseph	1/21/1926	Employee +1		New Britain	<i>when retiree dies spouse has to pay 100% of premium</i>
Anthem BC (Medicare Supplement)		Diorio, Dominic	4/25/1935	Employee Only		New Britain	<i>Spouse is on UHC until age 65 then she will switch to A BC</i>
Anthem BC (Medicare Supplement)		Girardin, Ralph	9/5/1931	Employee +1		New Britain	<i>when retiree dies spouse has to pay 100% of premium</i>
Anthem BC (Medicare Supplement)		Hanson, Barbara		Employee Only		New Britain	<i>M</i>
Anthem BC (Medicare Supplement)		Higgins, Virbinia		Employee Only		New Britain	<i>Surviving Spouse pays 100%</i>
Anthem BC (Medicare Supplement)		Keezing, Shirley		Employee Only		New Britain	<i>Surviving Spouse pays 100%</i>
Anthem BC (Medicare Supplement)		Link, Rose		Employee Only		New Britain	
Anthem BC (Medicare Supplement)		Lucas, Barbara	11/16/1938	Employee +1		New Britain	<i>when retiree dies spouse has to pay 100% of premium</i>
Anthem BC (Medicare Supplement)		Markle, William	4/19/1929	Employee Only		New Britain	<i>M</i>
Anthem BC (Medicare Supplement)		Mayer, Walter		Employee +1		New Britain	<i>when retiree dies spouse has to pay 100% of premium</i>
Anthem BC (Medicare Supplement)		Murac, Frank	3/4/1932	Employee Only		New Britain	<i>M</i>
Anthem BC (Medicare Supplement)		Murphy, Margaret		Employee Only		New Britain	
Anthem BC (Medicare Supplement)		Musachko, Michael	7/8/1919	Employee +1		New Britain	<i>when retiree dies spouse has to pay 100% of premium</i>
Anthem BC (Medicare Supplement)		Nichols, Jean	10/28/1928	Employee +1		New Britain	<i>when retiree dies spouse has to pay 100% of premium</i>
Anthem BC (Medicare Supplement)		Reynolds, Joseph	8/31/1927	Employee Only		New Britain	<i>M</i>
Anthem BC (Medicare Supplement)		Tighe, Leota	5/25/1937	Employee Only		New Britain	<i>F</i>
Anthem BC (Medicare Supplement)		Toomey, Camilla	6/24/1938	Employee +1		New Britain	<i>when retiree dies spouse has to pay 100% of premium</i>
Anthem BC (Medicare Supplement)		Urso, James	1/13/1934	Employee +1		New Britain	<i>when retiree dies spouse has to pay 100% of premium</i>
Anthem BC (Medicare Supplement)		Venberg, Raymond	7/22/1933	Employee +1		New Britain	<i>100% of premium</i>
Anthem BC (Medicare Supplement)		Wlodkowski, Joseph	11/25/1917	Employee Only		New Britain	<i>M</i>
Anthem BC (Medicare Supplement)		Zanetti, Lois	3/4/1932	Employee Only		New Britain	<i>F</i>
Anthem BC (Medicare Supplement)		Zientarski, Dorothy A		Employee Only		New Britain	<i>Surviving Spouse pays 100%</i>
Deceased							
<u>Plan</u>		<u>Subscriber Name</u>	<u>DOB</u>	<u>Coverage Med</u>		<u>Location</u>	<u>Notes</u>
Anthem BC (Medicare Supplement)		Martin, Allyn	5/5/1918	Employee +1		New Britain	<i>when retiree dies spouse has to pay 100% of premium</i>

Deceased 11/18/2010

Retiree With Health Care - Closed Group Bible

<u>Plan</u>	<u>Location Code</u>	<u>Subscriber Name</u>	<u>DOB</u>	<u>Coverage Med</u>	<u>Dent</u>	<u>Location</u>	<u>Notes</u>
Anthem BC (Medicare Supplement)		Presch, Rose F	6/14/1913	Employee Only		New Britain	F Deceased 11/17/2000
Anthem BC (Medicare Supplement)		Suprenant, Marie	8/19/1918	Employee Only		New Britain	F Deceased 12/31/2011
Anthem BC (Medicare Supplement)		Bernadino, Barry	1/14/1938	Employee Only		New Britain	M Deceased 01/29/2012
Anthem BC (Medicare Supplement)		Calvert, Robert	7/25/1929	Employee Only		New Britain	M Deceased 11/17/2000

S Rhode Island

<u>Plan</u>	<u>Subscriber Name</u>	<u>DOB</u>	<u>Coverage Med</u>	<u>Location</u>	<u>Notes</u>
Nat Profess Reiree Ins Trust	Holmberg, Ted	07/16/31	Employee Only	S Rhode Island	M
Nat Profess Reiree Ins Trust	Amuda, Olga	05/27/36	Employee Only	S Rhode Island	F
Nat Profess Reiree Ins Trust	Lambert, Catherine	04/26/38	Employee Only	S Rhode Island	F
Nat Profess Reiree Ins Trust	Medeiros, Hazel	01/23/29	Employee Only	S Rhode Island	F
Nat Profess Reiree Ins Trust	Miller, Genevieve	02/12/24	Employee Only	S Rhode Island	F
Nat Profess Reiree Ins Trust	Smith, Jane	04/24/22	Employee Only	S Rhode Island	F

COVERAGE IS LIFETIME UNLESS OTHERWISE NOTED

