

Fill in this information to identify the case:

Debtor name Odessa American, a Texas general partnership

United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

Case number (if known) 8:15-bk-15328 MW

Check if this is an
amended filing

**Official Form 206Sum
Summary of Assets and Liabilities for Non-Individuals**

12/15

Part 1: Summary of Assets

1. Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)

1a. Real property:

Copy line 88 from *Schedule A/B*..... \$ 0.00

1b. Total personal property:

Copy line 91A from *Schedule A/B*..... \$ 0.00

1c. Total of all property:

Copy line 92 from *Schedule A/B*..... \$ 0.00

Part 2: Summary of Liabilities

2. Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)

Copy the total dollar amount listed in Column A, *Amount of claim*, from line 3 of *Schedule D*..... \$ 0.00

3. Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)

3a. Total claim amounts of priority unsecured claims:

Copy the total claims from Part 1 from line 6a of *Schedule E/F*..... \$ 0.00

3b. Total amount of claims of nonpriority amount of unsecured claims:

Copy the total of the amount of claims from Part 2 from line 6b of *Schedule E/F*..... +\$ 3,913.02

4. Total liabilities

Lines 2 + 3a + 3b

\$ 3,913.02

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United States Bankruptcy Court for the:	<u>CENTRAL DISTRICT OF CALIFORNIA</u>
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Official Form 206A/B

Schedule A/B: Assets - Real and Personal Property

12/15

Disclose all property, real and personal, which the debtor owns or in which the debtor has any other legal, equitable, or future interest. Include all property in which the debtor holds rights and powers exercisable for the debtor's own benefit. Also include assets and properties which have no book value, such as fully depreciated assets or assets that were not capitalized. In Schedule A/B, list any executory contracts or unexpired leases. Also list them on Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G).

Be as complete and accurate as possible. If more space is needed, attach a separate sheet to this form. At the top of any pages added, write the debtor's name and case number (if known). Also identify the form and line number to which the additional information applies. If an additional sheet is attached, include the amounts from the attachment in the total for the pertinent part.

For Part 1 through Part 11, list each asset under the appropriate category or attach separate supporting schedules, such as a fixed asset schedule or depreciation schedule, that gives the details for each asset in a particular category. List each asset only once. In valuing the debtor's interest, do not deduct the value of secured claims. See the instructions to understand the terms used in this form.

Part 1: Cash and cash equivalents

1. Does the debtor have any cash or cash equivalents?

No. Go to Part 2.
 Yes Fill in the information below.

All cash or cash equivalents owned or controlled by the debtor

Current value of debtor's interest

Part 2: Deposits and Prepayments

6. Does the debtor have any deposits or prepayments?

No. Go to Part 3.
 Yes Fill in the information below.

Part 3: Accounts receivable

10. Does the debtor have any accounts receivable?

No. Go to Part 4.
 Yes Fill in the information below.

Part 4: Investments

13. Does the debtor own any investments?

No. Go to Part 5.
 Yes Fill in the information below.

Part 5: Inventory, excluding agriculture assets

18. Does the debtor own any inventory (excluding agriculture assets)?

No. Go to Part 6.
 Yes Fill in the information below.

Part 6: Farming and fishing-related assets (other than titled motor vehicles and land)

27. Does the debtor own or lease any farming and fishing-related assets (other than titled motor vehicles and land)?

No. Go to Part 7.

Debtor Odessa American, a Texas general partnership
Name

Case number (if known) 8:15-bk-15328 MW

Yes Fill in the information below.

Part 7: Office furniture, fixtures, and equipment; and collectibles

38. Does the debtor own or lease any office furniture, fixtures, equipment, or collectibles?

No. Go to Part 8.

Yes Fill in the information below.

Part 8: Machinery, equipment, and vehicles

46. Does the debtor own or lease any machinery, equipment, or vehicles?

No. Go to Part 9.

Yes Fill in the information below.

Part 9: Real property

54. Does the debtor own or lease any real property?

No. Go to Part 10.

Yes Fill in the information below.

Part 10: Intangibles and intellectual property

59. Does the debtor have any interests in intangibles or intellectual property?

No. Go to Part 11.

Yes Fill in the information below.

Part 11: All other assets

70. Does the debtor own any other assets that have not yet been reported on this form?

Include all interests in executory contracts and unexpired leases not previously reported on this form.

No. Go to Part 12.

Yes Fill in the information below.

Debtor Odessa American, a Texas general partnership Name
Case number (if known) 8:15-bk-15328 MW

Part 12: Summary

In Part 12 copy all of the totals from the earlier parts of the form.

Type of property

Current value of
personal property

Current value of real
property

80. Cash, cash equivalents, and financial assets. <i>Copy line 5, Part 1</i>	\$0.00
81. Deposits and prepayments. <i>Copy line 9, Part 2.</i>	\$0.00
82. Accounts receivable. <i>Copy line 12, Part 3.</i>	\$0.00
83. Investments. <i>Copy line 17, Part 4.</i>	\$0.00
84. Inventory. <i>Copy line 23, Part 5.</i>	\$0.00
85. Farming and fishing-related assets. <i>Copy line 33, Part 6.</i>	\$0.00
86. Office furniture, fixtures, and equipment; and collectibles. <i>Copy line 43, Part 7.</i>	\$0.00
87. Machinery, equipment, and vehicles. <i>Copy line 51, Part 8.</i>	\$0.00
88. Real property. <i>Copy line 56, Part 9.....></i>	\$0.00
89. Intangibles and intellectual property. <i>Copy line 66, Part 10.</i>	\$0.00
90. All other assets. <i>Copy line 78, Part 11.</i>	\$0.00
91. Total. Add lines 80 through 90 for each column	\$0.00 + 91b. \$0.00
92. Total of all property on Schedule A/B. Add lines 91a+91b=92	\$0.00

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United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA

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Official Form 206D

Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible.

1. Do any creditors have claims secured by debtor's property?

No. Check this box and submit page 1 of this form to the court with debtor's other schedules. Debtor has nothing else to report on this form.
 Yes. Fill in all of the information below.

Fill in this information to identify the case:

Debtor name: ODESSA AMERICAN

United States Bankruptcy Court for the: Central District of California

Case number (if known): 8:15-bk-15328-MW

Check if this is an amended filing

Official Form 206E/F

Schedule E/F: Creditors Who Have Unsecured Claims

12/15

Be as complete and accurate as possible. Use Part 1 for creditors with PRIORITY unsecured claims and Part 2 for creditors with NONPRIORITY unsecured claims. List the other party to any executory contracts or unexpired leases that could result in a claim. Also list executory contracts on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B) and on *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G). Number the entries in Parts 1 and 2 in the boxes on the left. If more space is needed for Part 1 or Part 2, fill out and attach the Additional Page of that Part included in this form.

Part 1: List All Creditors with PRIORITY Unsecured Claims

1. Do any creditors have priority unsecured claims? (See 11 U.S.C. § 507).

No. Go to Part 2.
 Yes. Go to line 2.

2. List in alphabetical order all creditors who have unsecured claims that are entitled to priority in whole or in part. If the debtor has more than 3 creditors with priority unsecured claims, fill out and attach the Additional Page of Part 1.

2.1. Priority creditor's name and mailing address

As of the petition filing date, the claim is:
Check all that apply.

Total claim

Priority amount

\$ _____

\$ _____

Contingent
 Unliquidated
 Disputed

Nonpriority amount

\$ _____

Date or dates debt was incurred

Basis for the claim:

Last 4 digits of account number: _____

Is the claim subject to offset?

Specify Code subsection of PRIORITY unsecured claim: 11 U.S.C. § 507(a) (_____)

No
 Yes

Part 2: List All Creditors with NONPRIORITY Unsecured Claims

3. List in alphabetical order all of the creditors with nonpriority unsecured claims. If the debtor has more than 6 creditors with nonpriority unsecured claims, fill out and attach the Additional Page of Part 2.

3.1. Nonpriority creditor's name and mailing address

TEXAS COMPTROLLER - UNCLAIMED PROPERTY
PO BOX 12019
AUSTIN TX 78711-2019

As of the petition filing date, the claim is:

Check all that apply.

Contingent
 Unliquidated
 Disputed

Amount of claim

\$3,913.02

Date or dates debt was incurred

VARIOUS

Basis for the claim:

ESCHEATMENT

Last 4 digits of account number:

Is the claim subject to offset?

No
 Yes

Part 4: Total Amounts of the Priority and Nonpriority Unsecured Claims

5. Add the amounts of priority and nonpriority unsecured claims.

		Total of claim amounts
5a. Total claims from Part 1	5a.	\$0.00
5b. Total claims from Part 2	5b. +	\$3,913.02
5c. Total of Parts 1 and 2 Lines 5a + 5b = 5c.	5c.	\$3,913.02

Addendum to Schedule E/F: Creditors Who Have Unsecured Claims

Company Name	2100 Freedom, Inc.	Daily Press, LLC	Florida Freedom Newspapers, Inc.	Freedom Arizona Information, Inc.	Freedom Broadcasting of Florida Licensee, LLC	Freedom Broadcasting of Florida, Inc.	Freedom Broadcasting of Michigan Licensee, LLC
2100 Freedom, Inc.							
Daily Press, LLC							
Florida Freedom Newspapers, Inc.							
Freedom Arizona Information, Inc.				0			
Freedom Broadcasting of Florida Licensee, LLC							
Freedom Broadcasting of Florida, Inc.							
Freedom Broadcasting of Michigan Licensee, LLC							
Freedom Broadcasting of Michigan, Inc.							
Freedom Broadcasting of New York Licensee, LLC							
Freedom Broadcasting of New York, Inc.							
Freedom Broadcasting of Oregon Licensee, LLC							
Freedom Broadcasting of Oregon, Inc.							
Freedom Broadcasting of Tennessee Licensee, LLC							
Freedom Broadcasting of Tennessee, Inc.							
Freedom Broadcasting of Texas Licensee, LLC							
Freedom Broadcasting of Texas, Inc.							
Freedom California Mary Publishing, Inc. [fka Appeal-Democrat, Inc.]							
Freedom California Mary Publishing Company, LP [fka Porterville Recorder Company]							
Freedom Colorado Information, Inc.							
Freedom Communications Holdings, Inc.	270,317						
Freedom Communications, Inc. [fka Freedom Newspaper, Inc.]	1,449,224	(49,316,723)	(73,202,969)	(1,054,999)	(74,164,552)	(72,376,659)	(49,172,501)
Freedom Eastern North Carolina Communications, Inc.		(610,819)					
Freedom Interactive Newspapers of Texas, Inc.				58			
Freedom Magazines, Inc.							
Freedom Newspaper Acquisitions, Inc.							
Freedom Newspapers							
Freedom Newspapers of Illinois, Inc.							
Freedom Newspapers of New Mexico, LLC							
Freedom Newspapers of Southwestern Arizona, Inc.							
Freedom Newspapers, Inc.							
Freedom Services, Inc.	7,140,512	32,511,811	38,866,154	366,011	(20,517)	31,780	10,641,743
Freedom Shelby Star, Inc.							
Freedom SPV I, LLC							
Freedom SPV II, LLC							
Freedom SPV IV, LLC							
Freedom SPV V, LLC							
Gaston Gazette, LLP							
Illinois Freedom Newspapers, Inc.							
Lima News							
Missouri Freedom Newspapers, Inc.							
OCR Community Publications, Inc.							
Odessa American							
Seymour Tribune Company							
The Times - News Publishing Company							
Victorville Publishing Company							
Grand Total	8,860,253	(21,604,851)	(45,372,476)	(749,504)	(56,437,154)	(51,894,323)	(48,552,891)

Addendum to Schedule E/F: Creditors Who Have Unsecured Claims

Company Name	Freedom Broadcasting of Michigan, Inc.	Freedom Broadcasting of New York Licensee, L.L.C.	Freedom Broadcasting of New York, Inc.	Freedom Broadcasting of Oregon Licensee, L.L.C.	Freedom Broadcasting of Oregon, Inc.	Freedom Broadcasting of Tennessee Licensee, L.L.C.	Freedom Broadcasting of Tennessee, Inc.
2100 Freedom, Inc.				84,098	64,453		71,998
Daily Press, LLC							
Florida Freedom Newspapers, Inc.							
Freedom Arizona Information, Inc.							
Freedom Broadcasting of Florida Licensee, L.L.C.							
Freedom Broadcasting of Florida, Inc.	24,166			2,457		(4,058,553)	(14,075,622)
Freedom Broadcasting of Michigan Licensee, L.L.C.	-						
Freedom Broadcasting of Michigan, Inc.							
Freedom Broadcasting of New York Licensee, L.L.C.				(2,457)	-		(396,589)
Freedom Broadcasting of New York, Inc.							
Freedom Broadcasting of Oregon Licensee, L.L.C.							
Freedom Broadcasting of Oregon, Inc.	4,053,553						
Freedom Broadcasting of Tennessee Licensee, L.L.C.							
Freedom Broadcasting of Tennessee, Inc.							
Freedom Broadcasting of Texas Licensee, L.L.C.							
Freedom Broadcasting of Texas, Inc.	14,075,622			395,589			571
Freedom California Mary Publishing, Inc. [fka Appeal-Democrat, Inc.]							(1,066)
Freedom California Villa Publishing Company LP [fka Porterville Recorder Company]							
Freedom Colorado Information, Inc.							
Freedom Broadcasting, Inc.							
Freedom California Mary Publishing Company LP [fka Porterville Recorder Company]							
Freedom Colorado Information, Inc.							
Freedom Communications, Inc. [fka Freedom Newspapers, Inc.]							
Freedom Eastern North Carolina Communications, Inc.							
Freedom Interactive Newspapers of Texas, Inc.							
Freedom Magazines, Inc.							
Freedom Newspaper Acquisitions, Inc.							
Freedom Communications Holdings, Inc.							
Freedom Communications, Inc. [fka Freedom Newspapers, Inc.]							
Freedom Eastern North Carolina Communications, Inc.							
Freedom Interactive Newspapers of Texas, Inc.							
Freedom Magazines, Inc.							
Freedom Newspaper Acquisitions, Inc.							
Freedom Communications Holdings, Inc.							
Freedom Newspapers							
Freedom Newspapers of Illinois, Inc.							
Freedom Newspapers of Illinois							
Freedom Newspapers of New Mexico, L.L.C.							
Freedom Newspapers of New Mexico							
Freedom Newspapers of Southwestern Arizona, Inc.							
Freedom Newspapers, Inc.							
Freedom Services, Inc.							
Freedom Shelby Star, Inc.							
Freedom SPV I, LLC							
Freedom SPV II, LLC							
Freedom SPV IV, LLC							
Freedom SPV V, LLC							
Gaston Gazette, LLP							
Illinois Freedom Newspapers, Inc.							
Jama News							
Missouri Freedom Newspapers, Inc.							
OCR Community Publications, Inc.							
Odessa American							
Seymour Tribune Company							
The Times - News Publishing Company							
Victorville Publishing Company							
Grand Total	(56,180,090)	(31,475,688)	(67,840,529)	(1,019,820)	(8,999,228)	(10,872,010)	(52,751,089)

Addendum to Schedule E/F: Creditors Who Have Unsecured Claims

Company Name	Freedom Broadcasting of Texas Licensee, L.L.C.	Freedom Broadcasting of Texas, Inc.	Freedom Broadcasting, Inc.	Freedom California Many Publishing, Inc. (fka Appeal-Democrat, Inc.)	Freedom California Ville Publishing Company (fka Porterville Recorder Company)	Freedom Colorado Information, Inc.	Freedom Communications Holdings, Inc.
2100 Freedom, Inc.					(8,607)	25,134	(270,317)
Daily Press, LLC							
Florida Freedom Newspapers, Inc.							
Freedom Arizona Information, Inc.							
Freedom Broadcasting of Florida Licensee, L.L.C.	51,983		(13,062,203)	(9,339,619)			
Freedom Broadcasting of Florida, Inc.					(471,149)		
Freedom Broadcasting of Michigan Licensee, L.L.C.					1,832,754		
Freedom Broadcasting of Michigan, Inc.						7,655,961	
Freedom Broadcasting of New York Licensee, L.L.C.						14,292,315	
Freedom Broadcasting of New York, Inc.							
Freedom Broadcasting of Oregon Licensee, L.L.C.					(4,602,013)		
Freedom Broadcasting of Oregon, Inc.						474,683	
Freedom Broadcasting of Tennessee Licensee, L.L.C.	1,066		367,767	2,675,246			
Freedom Broadcasting of Tennessee, Inc.					7,042	2,094,533	
Freedom Broadcasting of Texas Licensee, L.L.C.						27,755,336	
Freedom Broadcasting of Texas, Inc.							
Freedom California Many Publishing, Inc. (fka Appeal-Democrat, Inc.)							
Freedom California Ville Publishing Company (fka Porterville Recorder Company)							
Freedom Colorado Information, Inc.							
Freedom Communications Holdings, Inc.							
Freedom Communications, Inc. (fka Freedom Newspaper, Inc.)							
Freedom Eastern North Carolina Communications, Inc.							
Freedom Interactive Newspapers of Texas, Inc.							
Freedom Magazines, Inc.							
Freedom Newspaper Acquisitions, Inc.							
Freedom Newspapers, Inc.							
Freedom Newspapers of Illinois, Inc.							
Freedom Newspapers of New Mexico, LLC.							
Freedom Newspapers of Southwestern Arizona, Inc.							
Freedom Newspapers, Inc.							
Freedom Services, Inc.							
Freedom Shelby Star, Inc.							
Freedom SPV I, LLC							
Freedom SPV II, LLC							
Freedom SPV IV, LLC							
Freedom SPV V, LLC							
Gaeton Gazette, LLP							
Illinois Freedom Newspapers, Inc.							
Lima News							
Missouri Freedom Newspapers, Inc.							
OCGR Community Publications, Inc.							
Odessa American						339	1,585
Seymour Tribune Company							
The Times - News Publishing Company						(3,320)	
Victorville Publishing Company							
Grand Total							141,941,137
							(25,280,917)
							(2,950,373)
							(9,844,875)
							(44,881,609)
							(10,717,595)

Addendum to Schedule E/F: Creditors Who Have Unsecured Claims

Addendum to Schedule E/F: Creditors Who Have Unsecured Claims

Company Name	FTMG (CUR):	Gaston Gazette, LLP	Illinois Freedom Newspapers, Inc.	Lima News	Missouri Freedom Newspapers, Inc.	OCR Community Publications, Inc.
2100 Freedom, Inc.						
Daily Press, LLC						
Florida Freedom Newspapers, Inc.						
Freedom Arizona Information, Inc.						
Freedom Broadcasting of Florida licensee, L.L.C.						
Freedom Broadcasting of Florida, Inc.						
Freedom Broadcasting of Michigan licensee, L.L.C.						
Freedom Broadcasting of Michigan, Inc.						
Freedom Broadcasting of New York licensee, L.L.C.						
Freedom Broadcasting of New York, Inc.						
Freedom Broadcasting of Oregon licensee, L.L.C.						
Freedom Broadcasting of Oregon, Inc.						
Freedom Broadcasting of Tennessee licensee, L.L.C.						
Freedom Broadcasting of Tennessee, Inc.						
Freedom Broadcasting of Texas licensee, L.L.C.						
Freedom Broadcasting of Texas, Inc.						
Freedom Broadcasting, Inc.						
Freedom California Mary Publishing, Inc. (fka Appeal-Democrat, Inc.)						
Freedom California Ville Publishing Company LP (fka Porterville Recorder Company)						
Freedom Colorado Information, Inc.						
Freedom Communications Holdings, Inc.						
Freedom Communications, Inc. (fka Freedom Newspaper, Inc.)	{1,858,947}	{28,421,116}	{7,564,859}	{31,975,226}	{9,190,551}	{7,504,140}
Freedom Eastern North Carolina Communications, Inc.	38,022	(27,411)				
Freedom Interactive Newspapers of Texas, Inc.						
Freedom Magazine, Inc.						
Freedom Newspaper Acquisitions, Inc.						
Freedom Newspapers						
Freedom Newspapers of Illinois, Inc.						
Freedom Newspapers of New Mexico, L.L.C.						
Freedom Newspapers of Southwestern Arizona, Inc.						
Freedom Newspapers						
Freedom Services, Inc.						
Freedom Shelby Star, Inc.						
Freedom SPV I, LLC						
Freedom SPV II, LLC						
Freedom SPV IV, LLC						
Freedom SPV V, LLC						
Gaston Gazette, LLP						
Illinois Freedom Newspapers, Inc.						
Lima News						
Missouri Freedom Newspapers, Inc.						
OCR Community Publications, Inc.						
Odessa American						
Seymour Tribune Company						
The Times - News Publishing Company						
Vintonville Publishing Company						
Grand Total	{1,858,947}	(1,178)	{30,569,673}	{21,026,630}	{12,352,255}	{12,674,673}

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Debtor name Odessa American, a Texas general partnership
United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA
Case number (if known) 8:15-bk-15328 MW

Check if this is an
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Official Form 206G

Schedule G: Executory Contracts and Unexpired Leases

12/15

Be as complete and accurate as possible. If more space is needed, copy and attach the additional page, number the entries consecutively.

1. Does the debtor have any executory contracts or unexpired leases?

No. Check this box and file this form with the debtor's other schedules. There is nothing else to report on this form.
 Yes. Fill in all of the information below even if the contacts of leases are listed on *Schedule A/B: Assets - Real and Personal Property* (Official Form 206A/B).

2. List all contracts and unexpired leases

State the name and mailing address for all other parties with whom the debtor has an executory contract or unexpired lease

2.1 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract _____

2.2 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract _____

2.3 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract _____

2.4 State what the contract or lease is for and the nature of the debtor's interest

State the term remaining

List the contract number of any government contract _____

Fill in this information to identify the case:

Debtor name: ODESSA AMERICAN

United States Bankruptcy Court for the: Central District of California

Case number (if known): 8:15-bk-15328-MW

Check if this is an
amended filing

Official Form 206H

Schedule H: Codebtors

12/15

**Be as complete and accurate as possible. If more space is needed, copy the Additional Page, numbering the entries consecutively.
Attach the Additional Page to this page.**

1. Does the debtor have any codebtors?

No. Check this box and submit this form to the court with the debtor's other schedules. Nothing else needs to be reported on this form.
 Yes

**2. In Column 1, list as codebtors all of the people or entities who are also liable for any debts listed by the debtor in the
schedules of creditors, *Schedules D-G*. Include all guarantors and co-obligors. In Column 2, identify the creditor to whom the
debt is owed and each schedule on which the creditor is listed. If the codebtor is liable on a debt to more than one creditor, list
each creditor separately in Column 2.**

Column 1: Codebtor

Name

Mailing address

Column 2: Creditor

Name

**Check all schedules that
apply:**

2.1. _____

D
 E/F
 G

Fill in this information to identify the case:

Debtor name Odessa American, a Texas general partnership
United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA
Case number (if known) 8:15-bk-15328 MW

Check if this is an
amended filing

Official Form 207

Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy

12/15

The debtor must answer every question. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and case number (if known).

Part 1: Income

1. Gross revenue from business

None.

Identify the beginning and ending dates of the debtor's fiscal year, which may be a calendar year

Sources of revenue
Check all that apply

Gross revenue
(before deductions and exclusions)

2. Non-business revenue

Include revenue regardless of whether that revenue is taxable. *Non-business income* may include interest, dividends, money collected from lawsuits, and royalties. List each source and the gross revenue for each separately. Do not include revenue listed in line 1.

None.

Description of sources of revenue

Gross revenue from
each source
(before deductions and
exclusions)

Part 2: List Certain Transfers Made Before Filing for Bankruptcy

3. Certain payments or transfers to creditors within 90 days before filing this case

List payments or transfers—including expense reimbursements—to any creditor, other than regular employee compensation, within 90 days before filing this case unless the aggregate value of all property transferred to that creditor is less than \$6,225. (This amount may be adjusted on 4/01/16 and every 3 years after that with respect to cases filed on or after the date of adjustment.)

None.

Creditor's Name and Address

Dates

Total amount of value

Reasons for payment or transfer
Check all that apply

4. Payments or other transfers of property made within 1 year before filing this case that benefited any insider

List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$6,225. (This amount may be adjusted on 4/01/16 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

None.

Insider's name and address
Relationship to debtor

Dates

Total amount of value

Reasons for payment or transfer

5. Repossessions, foreclosures, and returns

List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

Debtor Odessa American, a Texas general partnership

Case number (*if known*) 8:15-bk-15328 MW

None

Creditor's name and address	Describe of the Property	Date	Value of property
-----------------------------	--------------------------	------	-------------------

6. Setoffs

List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

None

Creditor's name and address	Description of the action creditor took	Date action was taken	Amount
-----------------------------	---	-----------------------	--------

Part 3: Legal Actions or Assignments

7. Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits

List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

None.

Case title Case number	Nature of case	Court or agency's name and address	Status of case
7.1. SEE ATTACHED ADDENDUM			<input type="checkbox"/> Pending <input type="checkbox"/> On appeal <input type="checkbox"/> Concluded

8. Assignments and receivership

List any property in the hands of an assignee for the benefit of creditors during the 120 days before filing this case and any property in the hands of a receiver, custodian, or other court-appointed officer within 1 year before filing this case.

None

Part 4: Certain Gifts and Charitable Contributions

9. List all gifts or charitable contributions the debtor gave to a recipient within 2 years before filing this case unless the aggregate value of the gifts to that recipient is less than \$1,000

None

Recipient's name and address	Description of the gifts or contributions	Dates given	Value
------------------------------	---	-------------	-------

Part 5: Certain Losses

10. All losses from fire, theft, or other casualty within 1 year before filing this case.

None.

Description of the property lost and how the loss occurred	Amount of payments received for the loss	Dates of loss	Value of property lost
	If you have received payments to cover the loss, for example, from insurance, government compensation, or tort liability, list the total received.		
	List unpaid claims on Official Form 106A/B (Schedule A/B: Assets – Real and Personal Property).		

Part 6: Certain Payments or Transfers

11. Payments related to bankruptcy

List any payments of money or other transfers of property made by the debtor or person acting on behalf of the debtor within 1 year before the filing of this case to another person or entity, including attorneys, that the debtor consulted about debt consolidation or restructuring, seeking bankruptcy relief, or filing a bankruptcy case.

None.

Debtor Odessa American, a Texas general partnership

Case number (if known) 8:15-bk-15328 MW

Who was paid or who received the transfer? Address	If not money, describe any property transferred	Dates	Total amount or value
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12. Self-settled trusts of which the debtor is a beneficiary

List any payments or transfers of property made by the debtor or a person acting on behalf of the debtor within 10 years before the filing of this case to a self-settled trust or similar device.

Do not include transfers already listed on this statement.

None.

Name of trust or device	Describe any property transferred	Dates transfers were made	Total amount or value
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13. Transfers not already listed on this statement

List any transfers of money or other property by sale, trade, or any other means made by the debtor or a person acting on behalf of the debtor within 2 years before the filing of this case to another person, other than property transferred in the ordinary course of business or financial affairs. Include both outright transfers and transfers made as security. Do not include gifts or transfers previously listed on this statement.

None.

Who received transfer? Address	Description of property transferred or payments received or debts paid in exchange	Date transfer was made	Total amount or value
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Part 7: Previous Locations

14. Previous addresses

List all previous addresses used by the debtor within 3 years before filing this case and the dates the addresses were used.

Does not apply

Address	Dates of occupancy From-To
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Part 8: Health Care Bankruptcies

15. Health Care bankruptcies

Is the debtor primarily engaged in offering services and facilities for:

- diagnosing or treating injury, deformity, or disease, or
- providing any surgical, psychiatric, drug treatment, or obstetric care?

No. Go to Part 9.

Yes. Fill in the information below.

Facility name and address	Nature of the business operation, including type of services the debtor provides	If debtor provides meals and housing, number of patients in debtor's care
---------------------------	--	---

Part 9: Personally Identifiable Information

16. Does the debtor collect and retain personally identifiable information of customers?

No.

Yes. State the nature of the information collected and retained.

Does the debtor have a privacy policy about that information?

No
 Yes

17. Within 6 years before filing this case, have any employees of the debtor been participants in any ERISA, 401(k), 403(b), or other pension or profit-sharing plan made available by the debtor as an employee benefit?

No. Go to Part 10.

Yes. Does the debtor serve as plan administrator?

No Go to Part 10.
 Yes. Fill in below:

Debtor Odessa American, a Texas general partnership

Case number (if known) 8:15-bk-15328 MW

Part 10: Certain Financial Accounts, Safe Deposit Boxes, and Storage Units

18. Closed financial accounts

Within 1 year before filing this case, were any financial accounts or instruments held in the debtor's name, or for the debtor's benefit, closed, sold, moved, or transferred?

Include checking, savings, money market, or other financial accounts; certificates of deposit; and shares in banks, credit unions, brokerage houses, cooperatives, associations, and other financial institutions.

None

Financial Institution name and Address	Last 4 digits of account number	Type of account or instrument	Date account was closed, sold, moved, or transferred	Last balance before closing or transfer
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19. Safe deposit boxes

List any safe deposit box or other depository for securities, cash, or other valuables the debtor now has or did have within 1 year before filing this case.

None

Depository institution name and address	Names of anyone with access to it Address	Description of the contents	Do you still have it?
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20. Off-premises storage

List any property kept in storage units or warehouses within 1 year before filing this case. Do not include facilities that are in a part of a building in which the debtor does business.

None

Facility name and address	Names of anyone with access to it	Description of the contents	Do you still have it?
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Part 11: Property the Debtor Holds or Controls That the Debtor Does Not Own

21. Property held for another

List any property that the debtor holds or controls that another entity owns. Include any property borrowed from, being stored for, or held in trust. Do not list leased or rented property.

None

Part 12: Details About Environment Information

For the purpose of Part 12, the following definitions apply:

Environmental law means any statute or governmental regulation that concerns pollution, contamination, or hazardous material, regardless of the medium affected (air, land, water, or any other medium).

Site means any location, facility, or property, including disposal sites, that the debtor now owns, operates, or utilizes or that the debtor formerly owned, operated, or utilized.

Hazardous material means anything that an environmental law defines as hazardous or toxic, or describes as a pollutant, contaminant, or a similarly harmful substance.

Report all notices, releases, and proceedings known, regardless of when they occurred.

22. Has the debtor been a party in any judicial or administrative proceeding under any environmental law? Include settlements and orders.

No.

Yes. Provide details below.

Case title Case number	Court or agency name and address	Nature of the case	Status of case
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23. Has any governmental unit otherwise notified the debtor that the debtor may be liable or potentially liable under or in violation of an environmental law?

Debtor Odessa American, a Texas general partnership

Case number (if known) 8:15-bk-15328 MW

No.
 Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
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24. Has the debtor notified any governmental unit of any release of hazardous material?

No.
 Yes. Provide details below.

Site name and address	Governmental unit name and address	Environmental law, if known	Date of notice
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Part 13: Details About the Debtor's Business or Connections to Any Business

25. Other businesses in which the debtor has or has had an interest

List any business for which the debtor was an owner, partner, member, or otherwise a person in control within 6 years before filing this case. Include this information even if already listed in the Schedules.

None

Business name address	Describe the nature of the business	Employer identification number Do not include Social Security number or ITIN.
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Dates business existed

26. Books, records, and financial statements

26a. List all accountants and bookkeepers who maintained the debtor's books and records within 2 years before filing this case.

None

Name and address	Date of service From-To
26a.1. Chris Dahl 625 N Grand Avenue Santa Ana, CA 92701	11/1/2013 to Present
26a.2. Randy Ings 625 N Grand Avenue Santa Ana, CA 92701	11/1/2013 to Present

26b. List all firms or individuals who have audited, compiled, or reviewed debtor's books of account and records or prepared a financial statement within 2 years before filing this case.

None

Name and address	Date of service From-To
26b.1. Sensiba San Filippo LLP 2929 Campus Drive Suite 225 San Mateo, CA 94402	12/31/2012 to Present

26c. List all firms or individuals who were in possession of the debtor's books of account and records when this case is filed.

None

Name and address	If any books of account and records are unavailable, explain why
26c.1. Debtor's Possession 625 N Grand Avenue Santa Ana, CA 92701	

26d. List all financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement within 2 years before filing this case.

Debtor Odessa American, a Texas general partnership

Case number (if known) 8:15-bk-15328 MW

None

Name and address

26d.1. Included in 2100 Freedom, Inc.'s
consolidated financial statements

27. Inventories

Have any inventories of the debtor's property been taken within 2 years before filing this case?

No

Yes. Give the details about the two most recent inventories.

Name of the person who supervised the taking of the
Inventory

Date of inventory

The dollar amount and basis (cost, market,
or other basis) of each inventory

28. List the debtor's officers, directors, managing members, general partners, members in control, controlling shareholders, or other people
in control of the debtor at the time of the filing of this case.

29. Within 1 year before the filing of this case, did the debtor have officers, directors, managing members, general partners, members in
control of the debtor, or shareholders in control of the debtor who no longer hold these positions?

No

Yes. Identify below.

30. Payments, distributions, or withdrawals credited or given to insiders

Within 1 year before filing this case, did the debtor provide an insider with value in any form, including salary, other compensation, draws, bonuses,
loans, credits on loans, stock redemptions, and options exercised?

No

Yes. Identify below.

Name and address of recipient

Amount of money or description and value of
property

Dates

Reason for
providing the value

31. Within 6 years before filing this case, has the debtor been a member of any consolidated group for tax purposes?

No

Yes. Identify below.

Name of the parent corporation

Employer identification number of the parent
corporation

32. Within 6 years before filing this case, has the debtor as an employer been responsible for contributing to a pension fund?

No

Yes. Identify below.

Name of the parent corporation

Employer identification number of the parent
corporation

Debtor Odessa American, a Texas general partnership

Case number (if known) 8:15-bk-15328 MW

Part 14: Signature and Declaration

**WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both.
18 U.S.C. §§ 152, 1341, 1519, and 3571.**

I have examined the information in this *Statement of Financial Affairs* and any attachments and have a reasonable belief that the information is true and correct.

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

Executed on 12/21/2015


Signature of individual signing on behalf of the debtor

Richard E. Mirman

Printed name

Position or relationship to debtor CEO of Managing Partner

Are additional pages to *Statement of Financial Affairs for Non-Individuals Filing for Bankruptcy* (Official Form 207) attached?

No
 Yes

ADDENDUM TO SOFA PART 3.7

**(LEGAL ACTIONS, ADMINISTRATIVE
PROCEEDINGS, COURT ACTIONS, ETC/)**

Entity	Plaintiff's Counsel	Defendant	Nature of Case	Court	Case #	Status of Case	
Orange County Register Communications, Inc.	Peter S. Kravitz, Litigation Trustee For the LHI Liquidation Co., Inc. et al. Litigation Trust	Joseph L. Steinfield, ASK LLP, 2600 Eagan Woods Drive, Ste 400, St. Paul, MN 55121 651-408-9665	Orange County Register Communications, Inc. dba The Orange County Register, etc., Dts.	United States Bankruptcy Court for the District of Delaware	150119-MG	Pending	
2100 FREEDOM, INC.	Abey Financial, LLC and Old Colony 2012 Investment Fund, LLC, Pfts.	Stephen M. Ferguson, Bresch Friedlander, Coplan & Aronoff LLP, 222 Delaware Avenue, Ste 801, Wilmington, DE 19801-1611, 302-442-7056	2100 Freedom, Inc., Dts.	Breach of Contract	Court of Chancery, State of Delaware	10287VCL	Pending
2100 FREEDOM, INC.	Abey Financial, LLC and Old Colony 2012 Investment Fund, LLC, Pfts.	Same as above	2100 Freedom, Inc., Dts.	Breach of Contract	Court of Chancery, State of Delaware	10297	Pending
2100 FREEDOM, INC.	Abey Financial, LLC and Old Colony 2012 Investment Fund, LLC, Pfts.	Same as above	Erin Spitz, etc., and 1 other officers and/or directors, et al. Dts.	Breach of Contract	Court of Chancery, State of Delaware	10193VCL	Pending
2100 FREEDOM, INC.	Abey Financial, LLC and Old Colony 2012 Investment Fund, LLC, Pfts.	Same as above	Aaron Kahanst, etc., and 1 other officers and/or directors, et al. Dts.	Breach of Contract	Court of Chancery, State of Delaware	10193VCL	Pending
2100 FREEDOM, INC.	Abey Financial, LLC and Old Colony 2012 Investment Fund, LLC, Pfts.	Same as above	Silver Point Finance, LLC, et al. Dts. / Tax 2100 Freedom, Inc.	Breach of Contract	Court of Chancery, State of Delaware	10193TED	Pending
2100 FREEDOM, INC.	Abey Financial, LLC and Old Colony 2012 Investment Fund, LLC, Pfts.	Same as above	Silver Point Finance, LLC, et al. including 2100 Freedom, Inc., Dts.	Breach of Contract	Court of Chancery, State of Delaware	10193VCL	Pending
2100 FREEDOM, INC.	Abey Financial, LLC and Old Colony 2012 Investment Fund, LLC, Pfts.	Same as above	Silver Point Finance, LLC, et al. including 2100 Freedom, Inc., Dts.	Breach of Contract	Court of Chancery, State of Delaware	10193VCL	Pending
2100 FREEDOM, INC.	Abey Financial, LLC and Old Colony 2012 Investment Fund, LLC, Pfts.	Same as above	Silver Point Finance, LLC, et al. including 2100 Freedom, Inc., Dts.	Breach of Contract	O.C. Superior Court, Central Justice Center	30201507782842 CLBCCJC	Pending
Orange County Register Communications, Inc.	Advanced Courier Concepts, Inc., etc., Pft.	Gregory L. Biese, 840 W. 17th Street, Suite F, Santa Ana, CA 92708, 714-550-9555	Freedom Communications, Inc., etc., et al. including Orange County Register Communications, Inc., etc., Dts.	Breach of Contract	O.C. Superior Court, Central Justice Center	30201507782842 CLBCCJC	Pending
Orange County Register Communications, Inc.	Advanced Courier Concepts, Inc., etc., Pft.	Same as above	Freedom Communications, Inc., etc., et al. including Orange County Register Communications, Inc., etc., Dts.	Breach of Contract	O.C. Superior Court, Central Justice Center	30201507782842 CLBCCJC	Pending
Orange County Register Communications, Inc.	Advanced Courier Concepts, Inc., etc., Pft.	Same as above	Freedom Communications, Inc., etc., et al. including Orange County Register Communications, Inc., etc., Dts.	Breach of Contract	O.C. Superior Court, Central Justice Center	30201507782842 CLBCCJC	Pending

Entity	Plaintiff/Complainant	Plaintiff's Counsel	Defendant	Nature of Case	Court	Cause #	Status of Case
Freedom Communications, Inc.	Della A Garcia, Plaintiff	Freedom Communications Inc	Freedom Communications Inc	Freedom Communications	Unknown	-	Pending
Freedom Communications, Inc.	Denise Deutsche, etc., Pft.	Danielle M. Moce, Karen Spanos & Moce LLP, 120 Vanita, Suite 5553, Aliso Viejo, CA 92656, 949-558-3278	Freedom Communications, Inc., etc., et al., Dts.	Employment	O.C. Superior Court, Central Justice Center	30201509779846 (CUOECJC	Pending
Orange County Register Communications, Inc.	Fisher Printing, Inc., Pft.	Katherine K. Liner, Treasurer LLP 18100 Von Karman Ave, Suite 800, Irvine, CA 92612, 949-436-1200	Orange County Register Communications, Inc., Dts.	Damages	United States District Court, Central District of California	8:15-CV-00800-JVSS-SS	Judgment
Freedom Communications Holdings, Inc.	FTI Consulting, Inc., Pft.	Nolan E. Shanahan, Code, Schotz, Meisel, Forman & Leopold, P.A., 900 Third Ave., 18th Floor, New York, NY, 10022-4728, 212-752-8000	Freedom Communications Holdings, Inc., Dts.	Collection for Professional Services Rendered	New York Superior Court	1598122014	Dismissed
Freedom Communications, Inc.	Jerry Asencio, Complainant	Raymond E. Hane III, California Employment Counsel APC, 600 Anton Boulevard, Suite 1100, Costa Mesa, CA 92626, 714-482-8376	Freedom Communications, Inc., Respondent	Employment		614085172413	Pending
Freedom Communications, Inc.	Jerry Asencio, Pft/Employee	Same as above	Freedom Communications, Inc., Dts.	Freedom Communications, Inc., etc., et al., Dts.			
Freedom Communications, Inc.	Juan Almanza, etc., Pft.	O. Aaron Brock, JMA Law, A Professional Law Corporation, 21052 Donald Street, Woodland Hills, CA 91367, 818-810-8800	Freedom Communications, Inc., etc., et al., Dts.	Claim for Wrongful Termination	O.C. Superior Court, Central Justice Center	30201409727940 (CUWTCJC	Pending
Freedom Communications, Inc.	Juan Almanza, etc., Pft.	Same as above	Freedom Communications, Inc., etc., et al., Dts.	Claim for Wrongful Termination	O.C. Superior Court, Central Justice Center	30201409727940 (CUWTCJC	Pending
Freedom Communications, Inc.	Kadding Briggs LLP, etc., Pft.	Sean A. Kadding, Law Offices of Sean A. Kadding, 30211 Avenida Banderas, Suite 200, Rancho Santa Margarita, CA 92688, 949-766-6742	Freedom Communications, Inc., etc., et al., Dts.	Breach of Contract/Warranty	O.C. Superior Court, Central Justice Center	30201509797434 (CUBCCJC	Pending

Entity	Plaintiff	Plaintiff's Counsel	Defendant	Nature of Case	Court	Case No.	Status of Case
Freedom Communications, Inc.	Los Angeles Times Communications LLC, etc., Pltf.	Kevin L. Vick, Jessie Vick	Orange County Register Communications, Inc., Dts. // Tc: Freedom Communications, Inc.	Breach of Contract	L.A. Superior Court	BC360509	Pending
Orange County Register Communications, Inc.	Los Angeles Times Communications LLC, etc., Pltf.	Same as above	Orange County Register Communications, Inc., etc., et al., Dts.	Breach of Contract	L.A. Superior Court	BC360509	Pending
Orange County Register Communications, Inc.	Los Angeles Times Communications LLC, etc., Pltf.	Same as above	Orange County Register Communications, Inc., etc., et al., Dts.	Breach of Contract	L.A. Superior Court	BC360509	Pending
Orange County Register Communications, Inc.	Los Angeles Times Communications LLC, etc., Pltf.	Same as above	Orange County Register Communications, Inc., etc., et al., Dts.	Breach of Contract	L.A. Superior Court	BC360509	Pending
Orange County Register Communications, Inc.	Los Angeles Times Communications LLC, etc., Pltf.	Same as above	Orange County Register Communications, Inc., etc., et al., Dts.	Breach of Contract	L.A. Superior Court	BC360509	Pending
Orange County Register Communications, Inc.	Los Angeles Times Communications LLC, etc., Pltf.	Same as above	Orange County Register Communications, Inc., etc., et al., Dts.	Breach of Contract	L.A. Superior Court	BC360509	Pending
Freedom Communications Holdings, Inc.	Los Angeles Times Communications LLC, Pltf.	Same as above	Orange County Register Communications, Inc., etc., et al., Dts.	Breach of Contract	L.A. Superior Court	BC360509	Pending
Orange County Register Communications, Inc.	Los Angeles Times Communications LLC, Pltf.	Same as above	Orange County Register Communications, Inc., etc., et al., Dts.	Breach of Contract	L.A. Superior Court	BC360509	Pending
Freedom Communications, Inc.	Matthew A. Law, Pltf.	Tracy Ann Smith, Penny R Young, P.A., 200 Harrison Avenue, Panama City, FL 32401, 850-215-7777	Babs Jean Winer, et al. including Freedom Communications, Inc., Dts.	Personel Injury	Bay County Circuit Court	2013CA185	Pending

CORPORATE RESOLUTION AUTHORIZING
FILING OF THE PETITION

**ACTION BY WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS,
BOARD OF MANAGERS,
INDEPENDENT MANAGERS,
MANAGERS,
MEMBERS
AND
PARTNERS
OF EACH OF
FREEDOM SERVICES, INC.,
FREEDOM NEWSPAPERS, INC.,
FREEDOM NEWSPAPERS,
ORANGE COUNTY REGISTER COMMUNICATIONS, INC.,
OCR COMMUNITY PUBLICATIONS, INC.,
OCR INFORMATION MARKETING, INC.,
FREEDOM NEWSPAPERS OF SOUTHWESTERN ARIZONA, INC.,
FREEDOM COLORADO INFORMATION, INC.,
FREEDOM INTERACTIVE NEWSPAPERS, INC.,
FREEDOM INTERACTIVE NEWSPAPERS OF TEXAS, INC.,
VICTOR VALLEY PUBLISHING COMPANY,
FREEDOM NEWSPAPER ACQUISITIONS, INC.,
FREEDOM CALIFORNIA VILLE PUBLISHING COMPANY LP,
DAILY PRESS, LLC,
VICTORVILLE PUBLISHING COMPANY,
FREEDOM SPV I, LLC,
FREEDOM SPV II, LLC,
FREEDOM SPV IV, LLC,
FREEDOM SPV V, LLC,
FREEDOM SPV VI, LLC,
FREEDOM CALIFORNIA MARY PUBLISHING, INC.,
AND
ODESSA AMERICAN**

The undersigned, being all of the directors, managers, Independent Managers (as defined in the organizational documents of the applicable Entities (as defined below), members or partners (in each case, the persons who manage the business and affairs of the Entity, the "Board") of each of Freedom Services, Inc., a Delaware corporation ("FSI"), Freedom Newspapers, Inc., a Delaware corporation ("FNI"), Freedom Newspapers, a Texas general partnership ("FN"), Orange County Register Communications, Inc., a California corporation

(“OCRC”), OCR Community Publications, Inc., a California corporation (“OCRCP”), OCR Information Marketing, Inc., a California corporation (“OCRIM”), Freedom Newspapers of Southwestern Arizona, Inc., a California corporation (“FNSA”), Freedom Colorado Information, Inc., a Delaware corporation (“FCI”), Freedom Interactive Newspapers, Inc., a California corporation (“Freedom Interactive”), Freedom Interactive Newspapers of Texas, Inc., a Delaware corporation (“Freedom Interactive Texas”), Victor Valley Publishing Company, a California corporation (“Victor Valley”), Freedom Newspaper Acquisitions, Inc., a Delaware corporation (“FNAI”), Freedom California Ville Publishing Company LP, a California limited partnership (“Ville,” and formerly known as Porterville Recorder Company), Daily Press, LLC, a California limited liability company (“Daily”), Victorville Publishing Company, a California limited partnership (“Victorville”), Freedom SPV I, LLC, a Delaware limited liability company (“SPV I”), Freedom SPV II, LLC, a Delaware limited liability company (“SPV II”), Freedom SPV IV, LLC, a Delaware limited liability company (“SPV IV”), Freedom SPV V, LLC, a Delaware limited liability company (“SPV V”), Freedom SPV VI, LLC, a Delaware limited liability company (“SPV VI”), Freedom California Mary Publishing, Inc., a California corporation (“FCMP”), and Odessa American, a Texas general partnership (“Odessa,” and collectively, the “Entities”), pursuant to the laws applicable to each of the Entities, do hereby consent to the adoption of, and do hereby adopt, the following resolutions:

Bankruptcy Petition

WHEREAS, the Board has consulted the legal and financial advisors of the each Entity, as applicable, regarding the liabilities and liquidity situation of the Entity, strategic alternatives, and the impact of the foregoing on the Entity’s business, its creditors and its equity holders;

WHEREAS, a strategic process was conducted, pursuant to which potential debt and equity financing and potential buyers of the equity or assets of the Entities were sought;

WHEREAS, the strategic process did not result in a potential transaction that would create greater value for the stockholders and creditors outside of bankruptcy court than in bankruptcy court;

WHEREAS, the outstanding liabilities of the Entities severely hinder the operation of the Entities and the failure to extinguish such liabilities and to resolve existing loan defaults and past due payments with trade creditors will destroy any existing value of the Entities for common stockholders, preferred stockholders and creditors; and

WHEREAS, as a result of the foregoing, each Board has determined that it is desirable and in the best interests of the applicable Entity, its creditors, and equity holders to file a voluntary petition for relief under the provisions of chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ U.S.C. 101 et seq. (the "Bankruptcy Code") and perform other actions contemplated thereby.

NOW THEREFORE BE IT RESOLVED, that, in the judgment of each Board, it is desirable and in the best interests of each Entity, its equity holders and its creditors that each Entity be authorized to file a voluntary petition (the "Petition") for relief under chapter 11 of the Bankruptcy Code and that such filing be, and hereby is, authorized by each Board;

FURTHER RESOLVED, that Richard E. Mirman, Eric Spitz and the applicable members and partners of the Entities are, and each of them hereby is, authorized, empowered and directed by each of the Entities to, on behalf of and in the name of each of the Entities (including, as applicable, on behalf of any Entity acting in its capacity as a member, managing member, manager, managing general or partner of an Entity), execute, verify and file on behalf of the Entities a petition in the name of each Entity under chapter 11 of the Bankruptcy Code and to cause the same to be filed in the United States Bankruptcy Court;

FURTHER RESOLVED, that Richard E. Mirman, Eric Spitz and the applicable members and partners of the Entities are, and each of them hereby is, authorized, empowered and directed by each of the Entities to, on behalf of and in the name of each of the Entities (including, as applicable, on behalf of any Entity acting in its capacity as a member, managing member, manager, managing general or partner of an Entity), execute, verify and file all necessary documents, including, without limitation, a plan support agreement, all petitions, affidavits, statements, schedules, motions, lists, applications, pleadings and other papers;

FURTHER RESOLVED, that Richard E. Mirman, Eric Spitz and the applicable members and partners of the Entities are, and each of them hereby is, authorized, empowered and directed by each of the Entities to, on behalf of and in

the name of each of the Entities (including, as applicable, on behalf of any Entity acting in its capacity as a member, managing member, manager, managing general or partner of an Entity), employ and retain all assistance by legal counsel, including Lobel Weiland Golden Friedman LLP and Rutan & Tucker, LLP, accountants or other professionals, and to take any and all actions to advance each Entity's rights and obligations, and in connection therewith, Richard E. Mirman, Eric Spitz and the applicable members and partners of the Entities are, and each of them hereby is, authorized, empowered and directed by each of the Entities to, on behalf of and in the name of each of the Entities (including on behalf of any Entity acting in its capacity as a member, managing member, manager, managing general or partner of an Entity), execute and deliver appropriate retention agreements, pay appropriate retainers prior to and immediately upon filing of the chapter 11 case, and cause to be filed an appropriate application with the bankruptcy court for authority to retain the services of any other professionals, as necessary;

FURTHER RESOLVED, that Richard E. Mirman, Eric Spitz and the applicable members and partners of the Entities are, and each of them hereby is, authorized, empowered and directed, on behalf of and in the name of the Entities (including, as applicable, on behalf of any Entity acting in its capacity as a member, managing member, manager, managing general or partner of an Entity), to obtain post-petition financing, including debtor-in-possession credit facilities, and to execute and deliver an agreement regarding the use of cash collateral on the terms and conditions presented to the Entities and that the execution and delivery of any agreement or instrument by Richard E. Mirman, Eric Spitz and the applicable members and partners of the Entities, in the name and on behalf of any of the Entities (including on behalf of any Entity acting in its capacity as a member, managing member, manager, managing general or partner of an Entity), shall be conclusive evidence of the due authorization by each Entity to consummate the transactions contemplated by such agreements or instruments;

FURTHER RESOLVED, that Richard E. Mirman, Eric Spitz and the applicable members and partners of the Entities are, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Entities (including, as applicable, on behalf of any Entity acting in its capacity as a member, managing member, manager, managing general or partner of an Entity), to cause each Entity to enter into, execute, deliver, certify, file and record and perform such agreements, instruments, motions, affidavits, applications for approvals or ruling of governmental or regulatory authorities, certificates or other documents, and to take such other action, as in the judgment of such officer, member, managing member, manager, managing general partner or partner shall be or become necessary, proper and desirable to prosecute to a successful completion the chapter 11 case, including a sale of the any or all of the Entities' assets, to effectuate the restructuring of debt, other obligations, organizational form and structure and ownership of each Entity and to carry out and put into effect the purposes of the foregoing resolutions and the transactions contemplated by these resolutions; and

FURTHER RESOLVED that Richard E. Mirman and Eric Spitz are, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Entities (including, as applicable, on behalf of any Entity acting in its capacity as a member, managing member, manager, managing general or partner of an Entity), to amend, supplement or otherwise modify from time to time the terms of any documents, certificates, instruments, agreements or other writings referred to in the foregoing resolutions, including any documents, certificates, instruments, agreements or other writings that were heretofore negotiated, executed and/or delivered.

General

FURTHER RESOLVED, that any and all actions of Richard E. Mirman and Eric Spitz by, on behalf of and in the name of the Entities (including, as applicable, on behalf of any Entity acting in its capacity as a member, managing member, manager, managing general or partner of an Entity) for the purposes of the foregoing resolutions, taken prior to the adoption of these resolutions be, and they hereby are approved, ratified, confirmed and adopted in all respects and for all purposes; and

FURTHER RESOLVED, that Richard E. Mirman and Eric Spitz be, and each of them hereby is, authorized, empowered and directed, for and on behalf of each of the Entities (including, as applicable, on behalf of any Entity acting in its capacity as a member, managing member, manager, managing general or partner of an Entity), to take any and all actions, to negotiate for and enter into agreements and amendments to agreements, to perform all such acts and things, to execute, file, deliver or record in the name and on behalf of any Entity (including, as applicable, on behalf of any Entity acting in its capacity as a member, managing member, manager, managing general or partner of an Entity), all such certificates, instruments, agreements or other documents, and to make all such payments as they, in their judgment, or in the judgment of any one or more of them, may deem necessary, advisable or appropriate in order to carry out the purpose and intent of, or consummate the transactions contemplated by, the foregoing resolutions and/or all of the transactions contemplated therein or thereby, the authorization therefor to be conclusively evidenced by the taking of such action or the execution and delivery of such certificates, instruments, agreements or documents.

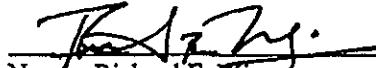
[SIGNATURE PAGE FOLLOWS]

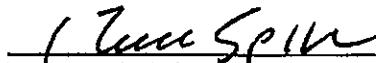
This Consent may be executed in counterparts.

The Secretary of FSI is hereby directed to file a signed copy of this Consent in the minute book of FSI

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of FSI, do hereby consent to the foregoing resolutions on the date(s) set forth below.

FREEDOM SERVICES, INC.


Name: Richard E. Minman
Date: November 1, 2015


Name: Eric Spitz
Date: November 1, 2015

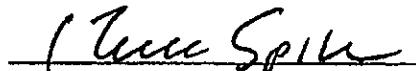
This Consent may be executed in counterparts.

The Secretary of FNI is hereby directed to file a signed copy of this Consent in the minute book of FNI.

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of FNI, do hereby consent to the foregoing resolutions on the date(s) set forth below.

FREEDOM NEWSPAPERS, INC.


Name: Richard E. Mirman
Date: November 1, 2015


Name: Eric Spitz
Date: November 1, 2015

This Consent may be executed in counterparts.

FN is hereby directed to file a signed copy of this Consent in the minute book of FN.

IN WITNESS WHEREOF, the undersigned, being the managing partner of FN, does hereby consent to the foregoing resolutions on the date set forth below.

FREEDOM NEWSPAPERS

By: Freedom Communications, Inc., its
managing partner

By: 
Name: Richard E. Minman
Title: Chief Executive Officer
Date: November 1, 2015

This Consent may be executed in counterparts.

The Secretary of OCRC is hereby directed to file a signed copy of this Consent in the minute book of OCRC.

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of OCRC, do hereby consent to the foregoing resolutions on the date(s) set forth below.

ORANGE COUNTY REGISTER
COMMUNICATIONS, INC.


Name: Richard E. Mirman

Date: November 1, 2015


Name: Eric Spitz

Date: November 1, 2015

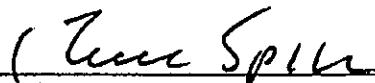
This Consent may be executed in counterparts.

The Secretary of OCRRP is hereby directed to file a signed copy of this Consent in the minute book of OCRRP.

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of OCRRP, do hereby consent to the foregoing resolutions on the date(s) set forth below.

**OCR COMMUNITY PUBLICATIONS,
INC.**


Name: Richard E. Mirman
Date: November 1, 2015


Name: Eric Spitz
Date: November 1, 2015

This Consent may be executed in counterparts.

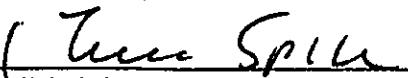
The Secretary of OCRIM is hereby directed to file a signed copy of this Consent in the minute book of OCRIM .

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of OCRIM , do hereby consent to the foregoing resolutions on the date(s) set forth below.

OCR INFORMATION MARKETING
INC.



Name: Richard E. Mirman
Date: November 1, 2015



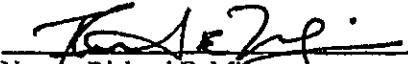
Name: Eric Spitz
Date: November 1, 2015

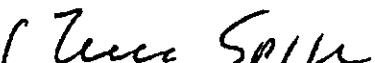
This Consent may be executed in counterparts.

The Secretary of FNSA is hereby directed to file a signed copy of this Consent in the minute book of FNSA.

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of FNSA, do hereby consent to the foregoing resolutions on the date(s) set forth below.

FREEDOM NEWSPAPERS OF
SOUTHWESTERN ARIZONA, INC.


Name: Richard E. Minman
Date: November 1, 2015


Name: Eric Spitz
Date: November 1, 2015

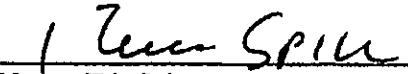
This Consent may be executed in counterparts.

The Secretary of FCII is hereby directed to file a signed copy of this Consent in the minute book of FCII.

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of FCII, do hereby consent to the foregoing resolutions on the date(s) set forth below.

FREEDOM COLORADO
INFORMATION, INC.


Name: Richard E. Mirman
Date: November 1, 2015


Name: Eric Spitz
Date: November 1, 2015

This Consent may be executed in counterparts.

The Secretary of Freedom Interactive is hereby directed to file a signed copy of this Consent in the minute book of Freedom Interactive.

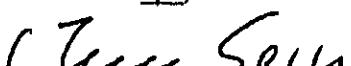
IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of Freedom Interactive, do hereby consent to the foregoing resolutions on the date(s) set forth below.

FREEDOM INTERACTIVE
NEWSPAPERS, INC.



Name: Richard E. Minman

Date: November 1, 2015



Name: Eric Spitz

Date: November 1, 2015

This Consent may be executed in counterparts.

The Secretary of Freedom Interactive Texas is hereby directed to file a signed copy of this Consent in the minute book of Freedom Interactive Texas.

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of Freedom Interactive Texas, do hereby consent to the foregoing resolutions on the date(s) set forth below.

FREEDOM INTERACTIVE
NEWSPAPERS OF TEXAS, INC.


Name: Richard E. Mirman
Date: November 1, 2015


Name: Eric Spitz
Date: November 1, 2015

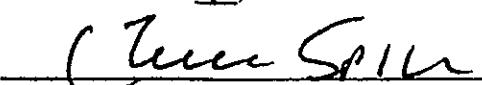
This Consent may be executed in counterparts.

The Secretary of Victor Valley is hereby directed to file a signed copy of this Consent in the minute book of Victor Valley.

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of Victor Valley, do hereby consent to the foregoing resolutions on the date(s) set forth below.

VICTOR VALLEY PUBLISHING
COMPANY


Name: Richard E. Mirman
Date: November 1, 2015

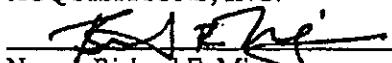

Name: Eric Spitz
Date: November 1, 2015

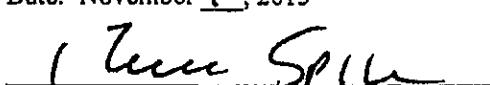
This Consent may be executed in counterparts.

The Secretary of FNAI is hereby directed to file a signed copy of this Consent in the minute book of FNAI.

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of FNAI, do hereby consent to the foregoing resolutions on the date(s) set forth below.

FREEDOM NEWSPAPER
ACQUISITIONS, INC.


Name: Richard E. Mirman
Date: November 1, 2015


Name: Eric Spitz
Date: November 1, 2015

This Consent may be executed in counterparts.

Ville is hereby directed to file a signed copy of this Consent in the minute book of Ville.

IN WITNESS WHEREOF, the undersigned, being the Managing General Partner (as defined in the Agreement of Limited Partnership of Ville, as amended), does hereby consent to the foregoing resolutions on the date set forth below.

**FREEDOM CALIFORNIA VILLE
PUBLISHING COMPANY LP**

By: Freedom Communications, Inc., its
Managing General Partner

By: 
Name: Richard E. Mirman
Title: Chief Executive Officer
Date: November 1, 2015

This Consent may be executed in counterparts.

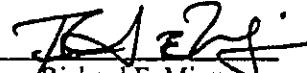
Daily is hereby directed to file a signed copy of this Consent in the minute book of Daily.

IN WITNESS WHEREOF, the undersigned, being the Managing Member (as defined in the Operating Agreement of Daily), does hereby consent to the foregoing resolutions on the date set forth below.

DAILY PRESS, LLC

By: Victorville Publishing Company, its
Managing Member

By: Freedom Communications, Inc.,
its Managing General Partner

By: 
Name: Richard E. Mirman
Title: Chief Executive
Officer
Date: November 1, 2015

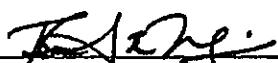
This Consent may be executed in counterparts.

Victorville is hereby directed to file a signed copy of this Consent in the minute book of Victorville.

IN WITNESS WHEREOF, the undersigned, being the Managing General Partner (as defined in the Amended and Restated Agreement of Limited Partnership of Victorville, as amended), does hereby consent to the foregoing resolutions on the date set forth below.

VICTORVILLE PUBLISHING
COMPANY

By: Freedom Communications, Inc.,
its Managing General Partner

By: 
Name: Richard E. Mirman
Title: Chief Executive
Officer
Date: November 1, 2015

This Consent may be executed in counterparts.

SPV I is hereby directed to file a signed copy of this Consent in the minute book of SPV I.

IN WITNESS WHEREOF, the undersigned, being all of the Members and the Independent Managers (each as defined in the Limited Liability Company Agreement of SPV I, as amended), do hereby consent to the foregoing resolutions on the date set forth below.

MEMBERS:

FREEDOM COMMUNICATIONS, INC.

FREEDOM COLORADO INFORMATION, INC.

VICTOR VALLEY PUBLISHING, INC.

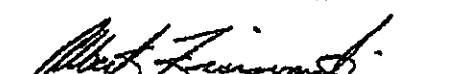
By: 
Name: Richard E. Mirman
Title: Chief Executive Officer
Date: November 1, 2015

VICTORVILLE PUBLISHING COMPANY

By: Freedom Communications, Inc., its
Managing General Partner

By: 
Name: Richard E. Mirman
Title: Chief Executive Officer
Date: November 1, 2015

INDEPENDENT MANAGERS:


Albert J. Flora
Date: November 1, 2015


Steven Novack
Date: November 1, 2015

This Consent may be executed in counterparts.

SPV II is hereby directed to file a signed copy of this Consent in the minute book of SPV II.

IN WITNESS WHEREOF, the undersigned, being the sole Member and the Independent Managers (each as defined in the Limited Liability Company Agreement of SPV II, as amended), do hereby consent to the foregoing resolutions on the date set forth below.

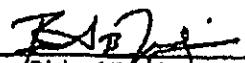
MEMBER

FREEDOM SPV I, LLC

FREEDOM COMMUNICATIONS, INC.

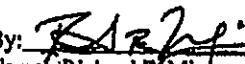
FREEDOM COLORADO
INFORMATION, INC.

VICTOR VALLEY PUBLISHING, INC.

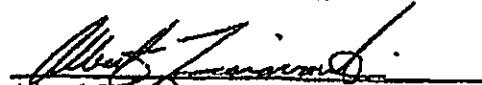
By: 
Name: Richard E. Mirman
Title: Chief Executive Officer
Date: November 1, 2015

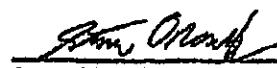
VICTORVILLE PUBLISHING
COMPANY

By: Freedom Communications, Inc.,
its Managing General Partner

By: 
Name: Richard E. Mirman
Title: Chief Executive
Officer
Date: November 1, 2015

INDEPENDENT MANAGERS:


Albert J. Floravanti
Date: November 1, 2015



Steven Novack
Date: November __, 2015

This Consent may be executed in counterparts.

SPV IV is hereby directed to file a signed copy of this Consent in the minute book of SPV IV.

IN WITNESS WHEREOF, the undersigned, being the sole Member and the Independent Managers (each as defined in the Limited Liability Company Agreement of SPV IV, as amended), do hereby consent to the foregoing resolutions on the date set forth below.

MEMBER

FREEDOM SPV I, LLC

FREEDOM COMMUNICATIONS, INC.

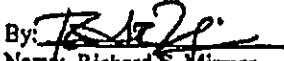
FREEDOM COLORADO
INFORMATION, INC.

VICTOR VALLEY PUBLISHING, INC.

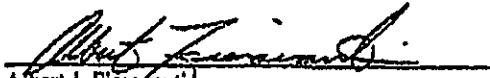
By: 
Name: Richard E. Mirman
Title: Chief Executive Officer
Date: November 1, 2015

VICTORVILLE PUBLISHING
COMPANY

By: Freedom Communications, Inc.,
its Managing General Partner

By: 
Name: Richard E. Mirman
Title: Chief Executive
Officer
Date: November 1, 2015

INDEPENDENT MANAGERS:


Albert J. Fioravanti
Date: November 1, 2015

Steven Novack

Steven Novack
Date: November ___, 2015

This Consent may be executed in counterparts.

SPV V is hereby directed to file a signed copy of this Consent in the minute book of SPV V.

IN WITNESS WHEREOF, the undersigned, being the sole Member and the Independent Managers (each as defined in the Limited Liability Company Agreement of SPV V, as amended), do hereby consent to the foregoing resolutions on the date set forth below.

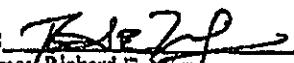
MEMBER

FRBEDOM SPV I, LLC

FRBEDOM COMMUNICATIONS, INC.

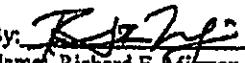
FREEDOM COLORADO
INFORMATION, INC.

VICTOR VALLEY PUBLISHING, INC.

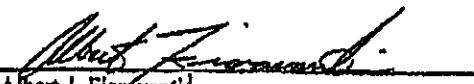
By: 
Name: Richard E. Mirman
Title: Chief Executive Officer
Date: November 1, 2015

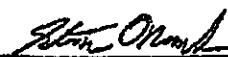
VICTORVILLE PUBLISHING
COMPANY

By: Freedom Communications, Inc.,
its Managing General Partner

By: 
Name: Richard E. Mirman
Title: Chief Executive
Officer
Date: November 1, 2015

INDEPENDENT MANAGERS:


Albert J. Fiorevanti
Date: November 1, 2015



Steven Novack
Date: November __, 2015

This Consent may be executed in counterparts.

SPV VI is hereby directed to file a signed copy of this Consent in the minute book of SPV VI.

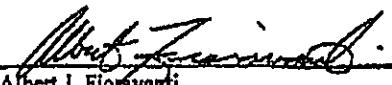
IN WITNESS WHEREOF, the undersigned, being the sole Member and the Independent Managers (each as defined in the Limited Liability Company Agreement of SPV VI, as amended), do hereby consent to the foregoing resolutions on the date set forth below.

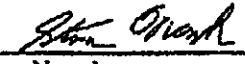
MEMBER

FREEDOM COMMUNICATIONS HOLDINGS,
INC.

By: 
Name: Richard E. Mirman
Title: Chief Executive Officer
Date: November 1, 2015

INDEPENDENT MANAGERS:


Albert J. Floravanti
Date: November 1, 2015

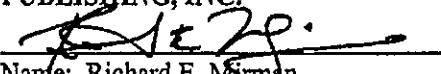

Steven Novack
Date: November 1, 2015

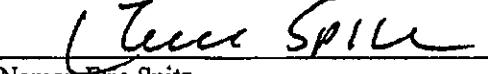
This Consent may be executed in counterparts.

The Secretary of FCMP is hereby directed to file a signed copy of this Consent in the minute book of FCMP.

IN WITNESS WHEREOF, the undersigned, being all of the members of the board of directors of FCMP, do hereby consent to the foregoing resolutions on the date(s) set forth below.

FREEDOM CALIFORNIA MARY
PUBLISHING, INC.


Name: Richard E. Mixman
Date: November 1, 2015


Name: Eric Spitz
Date: November 1, 2015

This Consent may be executed in counterparts.

Odessa is hereby directed to file a signed copy of this Consent in the minute book of Odessa.

IN WITNESS WHEREOF, the undersigned, being the Managing Partner (as defined in the Amended and Restated Agreement of Partnership of Odessa), of Odessa, does hereby consent to the foregoing resolutions on the date set forth below.

ODESSA AMERICAN

By: Freedom Communications, Inc.,
its Managing Partner

By: 
Name: Richard E. Mirman
Title: Chief Executive
Officer
Date: November 1, 2015

B2030 (Form 2030) (12/15)

United States Bankruptcy Court

Central District of California

In re **FREEDOM COMMUNICATIONS, INC., a Delaware corporation, et al.,**

Case No. 8:15-bk-15311-MW

Debtor [and its related jointly administered cases]

Chapter 11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR

1. Pursuant to 11 U.S.C. § 329(a) and Fed. Bankr. P. 2016(b), I certify that I am the attorney for the above named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept \$ _____

See
Following
Page

Prior to the filing of this statement I have received \$ _____

Balance Due \$ _____

2. The source of the compensation paid to me was:

Debtor

Other (specify)

PAID BY FREEDOM SERVICES, INC. (general operating account)

3. The source of compensation to be paid to me is:

Debtor

Other (specify)

The Operating Debtors {fn 1} are to be jointly and severally liable for payment (see following page for further disclosures)

4. I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

I have agreed to share the above-disclosed compensation with a other person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
- b. Preparation and filing of any petition, schedules, statements of affairs and plan which may be required;
- c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;

[Fn 1] The Operating Debtors are: (1) Freedom Communications, Inc., (2) Freedom Communications Holdings, Inc., (3) Freedom Services, Inc., (4) 2100 Freedom, Inc., (5) OCR Community Publications, Inc., (6) Freedom SPV II, LLC, and (7) Freedom SPV VI, LLC

B2030 (Form 2030) (12/15)

- d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
- e. [Other provisions as needed]

RETAINER. In connection with workout and restructuring services, on October 15, 2015, Freedom Services, Inc. paid the Firm, from its general operating account, a \$301,819.95 retainer (the "Initial Retainer"), all of which was applied pre-petition. On October 30, 2015, Freedom Services, Inc. paid the Firm, from its general operating account, a \$550,000.00 retainer (the "Second Retainer" and together with the Initial Retainer, the "Retainer"), also in connection with workout and restructuring services, \$517,269.60 of which was applied pre-petition. The balance of the Retainer (\$32,730.40) is maintained in the Firm's retainer trust account. The Operating Debtors will be jointly and severally liable for all of the administrative professional fees and expenses incurred in the Debtors' cases. All fees and costs will be charged to the lead case and only one joint fee application will be filed by the Firm.

COMPENSATION. The Firm has agreed to accept compensation for its services at its customary hourly rates and to be paid pursuant to the Budget in accordance with the modified fee application procedures set forth in its employment application [Dkt. #130] and the Court's Order approving same [Dkt. #238]

- 6. By agreement with the debtor(s), the above-disclosed fee does not include the following services:

The Firm has not agreed to undertake nor will it be responsible for any of the following (i) appearances before any court or agency other than the Bankruptcy Court and the Office of the United States Trustee; or (ii) the provision of substantive legal advise outside the insolvency area, such as corporate law, partnership law, non-bankruptcy taxation, securities law, torts, environmental law, non-bankruptcy labor issues, criminal law, or real estate law, or the rendering of any opinions in connection therewith.

CERTIFICATION	
I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.	
12/21/2015 <i>Date</i>	<i>Signature of Attorney</i>
Lobel Weiland Golden Friedman LLP <i>Name of law firm</i>	

United States Bankruptcy Court
Central District of California

In re <u>Odessa American, a Texas general partnership</u>	Debtor(s)	Case No. <u>8:15-bk-15328 MW</u>
		Chapter <u>11</u>

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case

Name and last known address or place of business of holder	Security Class	Number of Securities	Kind of Interest
Freedom Communications Inc 625 N Grand Avenue Santa Ana, CA 92701	N/A	59.6%	Partnership Interest
Freedom Newspaper Acquisition Inc 625 N Grand Avenue Santa Ana, CA 92701	N/A	40.4%	Partnership Interest

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

I, the CEO of Managing Partner of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing List of Equity Security Holders and that it is true and correct to the best of my information and belief.

Date 12/21/2015

Signature


Richard E. Mirman
CEO of Managing Partner

*Penalty for making a false statement of concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.*

**STATEMENT OF RELATED CASES
INFORMATION REQUIRED BY LBR 1015-2
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA**

1. A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, his/her spouse, his or her current or former domestic partner, an affiliate of the debtor, any copartnership or joint venture of which debtor is or formerly was a general or limited partner, or member, or any corporation of which the debtor is a director, officer, or person in control, as follows: (Set forth the complete number and title of each such of prior proceeding, date filed, nature thereof, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

N/A

2. (If petitioner is a partnership or joint venture) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor or an affiliate of the debtor, or a general partner in the debtor, a relative of the general partner, general partner of, or person in control of the debtor, partnership in which the debtor is a general partner, general partner of the debtor, or person in control of the debtor as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of the proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending and, if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

See Annex 2

3. (If petitioner is a corporation) A petition under the Bankruptcy Act of 1898 or the Bankruptcy Reform Act of 1978 has previously been filed by or against the debtor, or any of its affiliates or subsidiaries, a director of the debtor, an officer of the debtor, a person in control of the debtor, a partnership in which the debtor is general partner, a general partner of the debtor, a relative of the general partner, director, officer, or person in control of the debtor, or any persons, firms or corporations owning 20% or more of its voting stock as follows: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

N/A

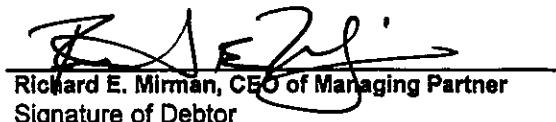
4. (If petitioner is an individual) A petition under the Bankruptcy Reform Act of 1978, including amendments thereof, has been filed by or against the debtor within the last 180 days: (Set forth the complete number and title of each such prior proceeding, date filed, nature of proceeding, the Bankruptcy Judge and court to whom assigned, whether still pending, and if not, the disposition thereof. If none, so indicate. Also, list any real property included in Schedule A that was filed with any such prior proceeding(s).)

N/A

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

Executed at Santa Ana, California.

Date: December 18, 2015


Richard E. Mirman, CEO of Managing Partner
Signature of Debtor


Signature of Joint Debtor

ANNEX 2
ASSOCIATED CASES

(Including the Debtor in this Chapter 11)

Case No.	Title	Date Filed	Nature of Proceeding	Judge	Court	Status	Type
09-13046-BLS	Freedom Communications Holdings, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Lead Case
09-13047-BLS	Freedom Communications, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13048-BLS	Freedom Broadcasting, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13049-BLS	Freedom Broadcasting of Florida, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13050-BLS	Freedom Broadcasting of Florida Licensee, LLC	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13051-BLS	Freedom Broadcasting of Michigan, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13052-BLS	Freedom Broadcasting of Michigan Licensee, LLC	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13053-BLS	Freedom Broadcasting of New York, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13054-BLS	Freedom Broadcasting of New York Licensee, LLC	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13055-BLS	Freedom Broadcasting of Oregon, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13056-BLS	Freedom Broadcasting of Oregon Licensee, LLC	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13057-BLS	Freedom Broadcasting of Southern New England, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13058-BLS	Freedom Broadcasting of Southern New England Licensee, LLC	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13059-BLS	Freedom Broadcasting of Texas, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13061-BLS	Freedom Broadcasting of Texas Licensee, LLC	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13062-BLS	Freedom Broadcasting of Tennessee, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13063-BLS	Freedom Broadcasting of Tennessee Licensee, LLC	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13064-BLS	Freedom Magazines, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13065-BLS	Freedom Metro Information, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13066-BLS	Freedom Newspapers, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13067-BLS	Orange County Register Communications, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13068-BLS	OCR Community Publications, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13069-BLS	OCR Information Marketing, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13070-BLS	Appeal-Democrat, Inc	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13071-BLS	Florida Freedom Newspapers, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13072-BLS	Freedom Arizona Information, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13073-BLS	Freedom Colorado Information, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13074-BLS	Freedom Eastern North Carolina Communications, Inc	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13075-BLS	Freedom Newspapers of Illinois, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13076-BLS	Freedom Newspapers of Southwestern Arizona, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13077-BLS	Freedom Shelby Star, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13078-BLS	Illinois Freedom Newspapers, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13079-BLS	Missouri Freedom Newspapers, Inc.	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13080-BLS	Odessa American	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13081-BLS	The Times - News Publishing Company	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13082-BLS	Victor Valley Publishing Company	09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.

Case No.		Title	Date Filed	Nature of Proceeding	Judge	Court	Status	Type
09-13083-BLS	Daily Press		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13084-BLS	Freedom Newspaper Acquisitions, Inc.		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13085-BLS	The Clovis News Journal		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13086-BLS	Freedom Newspapers of New Mexico, L.L.C.		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13087-BLS	Gaston Gazette, LLP		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13088-BLS	Lima News		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13089-BLS	Porterville Recorder Company		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13090-BLS	Seymour Tribune Company		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13091-BLS	Victorville Publishing Company		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13092-BLS	Freedom Newspapers		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13093-BLS	The Creative Spot, L.L.C.		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13094-BLS	Freedom Interactive Newspapers, Inc.		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13095-BLS	Freedom Interactive Newspapers of Texas, Inc.		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.
09-13096-BLS	Freedom Services, Inc.		09/01/2009	Voluntary Chapter 11	Brendan Shannon	District of Delaware	Closed	Jointly Adm.

Attachment to Statement of Related Cases
Information Required by LBR 1015-2

(List of real property included in Schedule A as filed
with prior proceedings)

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Appeal-Democrat, Inc.

Case No. 09-13070

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
101 AIRPORT ROAD, WILLOWS, CA	OWNERSHIP	\$405,000	
1530 ELLIS LAKE DRIVE, MARYSVILLE, CA 95901	OWNERSHIP	\$4,690,289	
TOTALS:		<u><u>\$5,095,289</u></u>	

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Daily Press

Case No. 09-13083

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
130 COOLWATER LANE, BARSTOW, CA 92311	OWNERSHIP	\$426,669	
13843 PARK AVENUE, VICTORVILLE, CA 92392	OWNERSHIP	\$155,820	
13829 PARK AVENUE, VICTORVILLE, CA 92392	OWNERSHIP	\$657,181	
13875 PARK AVENUE, VICTORVILLE, CA 92392	OWNERSHIP	\$1,955,739	
	TOTALS:	<u><u>\$3,195,409</u></u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Florida Freedom Newspapers, Inc.

Case No. 09-13071

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
112 E. VIRGINIA STREET, BONIFAY, FL 32425	OWNERSHIP	\$20,001	
1364 N. RAILROAD AVENUE, CHIPLEY, FL 32428	OWNERSHIP	\$84,803	
295 WEST JAMES LEE BOULEVARD, CRESTVIEW, FL 32536	OWNERSHIP	\$792,563	
1225 AIRPORT ROAD, DESTIN, FL 32541	OWNERSHIP	\$1,231,121	
200 RACETRACK ROAD, FT. WALTON BEACH, FL 32549	OWNERSHIP	\$2,575,234	
501 W. 11TH STREET, PANAMA CITY, FL 32402	OWNERSHIP	\$2,523,935	
6629 ELVA STREET, MILTON, FL 32428	OWNERSHIP	\$235,132	
TOTALS:		<u><u>\$7,462,789</u></u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Arizona Information, Inc.

Case No. 09-13072

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
10102 SANTA FE DRIVE, SUN CITY, AZ 85351	OWNERSHIP	\$619,451	
120 W. FIRST AVENUE, MESA, AZ 85210	OWNERSHIP	\$163,028	
124 W. FIRST AVENUE, MESA, AZ 85210	OWNERSHIP	\$1,216,086	
TOTALS:			\$1,998,565

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Broadcasting of Florida, Inc.

Case No. 09-13049

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
1100 FAIRFIELD DR. NO. BLDG., MANGONIA PARK, FL 33407	OWNERSHIP	\$2,431,694	
1100 FAIRFIELD DR. SO. BLDG., MANGONIA PARK, FL 33407	OWNERSHIP	\$1,706,131	
AUSTRALIAN AVE., MANGONIA PARK, FL 33407	OWNERSHIP	\$974,602	
TOTALS:			\$5,112,427

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Broadcasting of Michigan, Inc.

Case No. 09-13051

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
12672 CHIEF NOONDAY RD., YANKEE SPRINGS, MI 49017	OWNERSHIP	\$245,000	
5815 S. PENNSYLVANIA AVE., LANSING, MI 48911	OWNERSHIP	\$668,900	
590 W. MAPLE STREET, KALAMAZOO, MI 49008	OWNERSHIP	\$947,600	
TOTALS:		<u>\$1,861,500</u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Broadcasting of New York, Inc.

Case No. 09-13053

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
1400 BALLTOWN ROAD, SCHENECTADY, NY 12309	OWNERSHIP	\$3,460,000	
ONE HELDEBERG ST, ALBANY, NY 12260	OWNERSHIP	\$0	
269 BEAVER DAM ROAD, VOORHEESVILLE, NY 12186	OWNERSHIP	\$835,200	
TOTALS:		<u>\$4,295,200</u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Broadcasting of Oregon, Inc.

Case No. 09-13055

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
12447 HUGHES ROAD MT BALDY , PHOENIX CH - 16, OR 97535	OWNERSHIP	\$94,340	
12447 HUGHES ROAD MT BALDY , PHOENIX CH - 4, OR 97535	OWNERSHIP	\$0	
12447 HUGHES ROAD MT BALDY , PHOENIX DTV - 47, OR 97535	OWNERSHIP	\$0	
1440 ROSSANLEY DRIVE, MEDFORD, OR 97501	OWNERSHIP	\$482,160	
	TOTALS:	\$576,500	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Broadcasting of Tennessee, Inc.

Case No. 09-13062

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
2417 TAFT HIGHWAY, CHATTANOOGA, TN 37377	OWNERSHIP	\$65,140	
4279 BENTON DRIVE, CHATTANOOGA, TN 37406	OWNERSHIP	\$1,603,680	
TOTALS:		\$1,668,820	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Broadcasting of Texas, Inc.

Case No. 09-13059

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
100 LAKESIDE DRIVE, VIDOR, TX 77662	OWNERSHIP	\$101,361	
2955 INTERSTATE 10 E., BEAUMONT, TX 77702	OWNERSHIP	\$803,403	
TOTALS:		\$904,764	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Colorado Information, Inc.

Case No. 09-13073

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
30 S. PROSPECT STREET, COLORADO SPRINGS, CO 80903	OWNERSHIP	\$1,093,020	
704,708,712,716,720 COLORADO AVE EAST, COLORADO SPRINGS, CO 80903	OWNERSHIP	\$18,920	
727 E. PIKES PEAK AVE., COLORADO SPRINGS, CO 80903	OWNERSHIP	\$15,790	
735 E. PIKES PEAK AVENUE, COLORADO SPRINGS, CO 80903	OWNERSHIP	\$60,850	
739 E. PIKES PEAK AVENUE, COLORADO SPRINGS, CO 80903	OWNERSHIP	\$37,490	
745 E. PIKES PEAK AVENUE, COLORADO SPRINGS, CO 80903	OWNERSHIP	\$49,840	
749 E. PIKES PEAK AVENUE, COLORADO SPRINGS, CO 80903	OWNERSHIP	\$18,880	
TOTALS:		\$1,294,790	

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Communications, Inc.

Case No.: 09-13047

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
1300 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$511,630	
1310 S COMMERCE, HARLINGEN, TX 78550	OWNERSHIP	\$1,148,964	
1340 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$513,470	
1345 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$175,449	
1349 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$175,517	
1353 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$175,517	
1357 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$172,005	
1400 EAST NOLANA, MCALLEN, TX 78504	OWNERSHIP	\$9,143,747	
1401 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$150,943	
1402 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$2,545,168	
1405 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$127,250	
1409 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$107,079	
1410 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$1,278,437	
1413 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$132,550	
1425 E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$49,900	
17666 FITCH, IRVINE, CA 92614	OWNERSHIP	\$3,927,000	
17702 COWAN, IRVINE, CA 92614	OWNERSHIP	\$2,582,858	
3841 EAST ROAD, LIMA, OH 45807	OWNERSHIP	\$19,890	
501 W. 11TH ST, PANAMA CITY, FL 32401	OWNERSHIP	\$0	
515 N. GRAND AVE, SANTA ANA, CA 92701	OWNERSHIP	\$403,881	
523 N. GRAND, SANTA ANA, CA 92701	OWNERSHIP	\$2,522,043	
625 N. GRAND AVE, SANTA ANA, CA 92701	OWNERSHIP	\$33,482,245	
729 N. GRAND AVE, SANTA ANA, CA 92701	OWNERSHIP	\$34,680,000	
731 E. COLORADO AVE, COLORADO SPRINGS, CO 80903	OWNERSHIP	\$36,810	
737 E. COLORADO AVE, COLORADO SPRINGS, CO 80903	OWNERSHIP	\$18,050	
749 E. COLORADO AVENUE, COLORADO SPRINGS, CO 80903	OWNERSHIP	\$15,810	
839 N. GRAND AVE, SANTA ANA, CA 92701	OWNERSHIP	\$313,993	
ABANDONED PART OF 6TH ST., SANTA ANA, CA 92701	OWNERSHIP	\$19,903	
ALLEY PARCEL ON E. FRUIT ST., SANTA ANA, CA 92701	OWNERSHIP	\$154,006	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Communications, Inc.

Case No. 09-13047

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
E. FRUIT ST., SANTA ANA, CA 92701 - NO SITUS	OWNERSHIP	\$21,129	
	TOTALS:	<u>\$94,605,244</u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Eastern North Carolina Communications, Inc.

Case No. 09-13074

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
1300 GUM BRANCH ROAD, JACKSONVILLE, NC 28540	OWNERSHIP	\$382,568	
2103 N. QUEEN STREET, KINSTON, NC 28501	OWNERSHIP	\$660,072	
230 STONEBRIDGE ST., HAVELOCK, NC 28532	OWNERSHIP	\$237,300	
3200 WELLONS BOULEVARD, NEW BERN, NC 28562	OWNERSHIP	\$2,727,500	
724 BELLFORK ROAD, JACKSONVILLE, NC 28540	OWNERSHIP	\$1,440,317	
TOTALS:		\$5,447,757	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Newspapers

Case No. 09-13092

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
1135 E VAN BUREN, BROWNSVILLE, TX 78520	OWNERSHIP	\$716,758	
401 S. IOWA, WESLACO, TX 78596	OWNERSHIP	\$377,384	
TOTALS:		<u>\$1,094,142</u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Newspapers, Inc.

Case No. 09-13066

Amended and Restated Exhibit A-1

Real Property.

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
270 UNION SQ. COMMON, HICKORY, NC 28601	OWNERSHIP	\$292,400	
	TOTALS:		\$292,400

Case 09-13046-BLS Doc 599 Filed 11/19/09 Page 7 of 56

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Newspapers of Illinois, Inc.

Case No. 09-13075

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
10 BLOCK OF E BROADWAY, ALTON, IL 62002	OWNERSHIP	\$15,330	
100 & 200 BLOCK OF E BROADWAY, ALTON, IL 62002	OWNERSHIP	\$370,860	
100 BLOCK OF ALBY STREET, ALTON, IL 62002	OWNERSHIP	\$1,110	
TOTALS:		<u>\$387,300</u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Newspapers of New Mexico L.L.C.

Case No. 09-13086

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
101 E. FIRST STREET, PORTALES, NM 88130	OWNERSHIP	\$42,607	
105 N. ABILENE, PORTALES, NM 88130	OWNERSHIP	\$38,140	
520 GIDDING, CLOVIS, NM 88101	OWNERSHIP	\$57,804	
521 PILE, CLOVIS, NM 88101	OWNERSHIP	\$40,949	
601 GIDDING STREET, CLOVIS, NM 88101	OWNERSHIP	\$3,504	
902 S. FIRST STREET, TUCUMCARI, NM 88401	OWNERSHIP	\$22,790	
TOTALS:		<u><u>\$205,794</u></u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Newspapers of Southwestern Arizona, Inc.

Case No. 09-13076

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY		TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
2055 S. ARIZONA AVENUE, YUMA, AZ 85364		OWNERSHIP	\$487,650	
		TOTALS:	<u><u>\$487,650</u></u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Freedom Shelby Star, Inc.

Case No. 09-13077

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	OWNERSHIP	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
315 E GRAHAM ST, SHELBY, NC 28150			\$1,713,025	
	TOTALS:		<u><u>\$1,713,025</u></u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Gaston Gazette LLP

Case No. 09-13087

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	OWNERSHIP	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
1893 REMOUNT ROAD, GASTONIA, NC 28054			\$4,198,969	
	TOTALS:		<u><u>\$4,198,969</u></u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Illinois Freedom Newspapers, Inc.

Case No. 09-13078

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
109 SOUTH WEST STREET, JACKSONVILLE, IL 62650	OWNERSHIP	\$4,100	
150 DUNLAP, JACKSONVILLE, IL 62650	OWNERSHIP	\$17,330	
235 W. STATE ST, JACKSONVILLE, IL 62650	OWNERSHIP	\$216,020	
TOTALS:			\$237,450

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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

Lima News

Case No. 09-13088

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	OWNERSHIP	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
3515 ELIDA ROAD, LIMA, OH 45807			\$1,138,840	
	TOTALS:		\$1,138,840	

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Missouri Freedom Newspapers, Inc.

Case No. 09-13079

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
2501 W. MAIN, SEDALIA, MO 65301	OWNERSHIP	\$35,370	
700 S. MASSACHUSETTS, SEDALIA, MO 65301	OWNERSHIP	\$155,450	
301 & 309 E 7TH STREET, SEDALIA, MO 65301	OWNERSHIP	\$11,390	
TOTALS:		<u>\$202,210</u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Odessa American

Case No. 09-13080

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
222 E 4TH STREET, ODESSA, TX 79761	OWNERSHIP	\$513,118	
307 E 4TH STREET, ODESSA, TX 79761 (PARKING LOTS)	OWNERSHIP	\$31,605	
406 N. JACKSON, ODESSA, TX 79761 (PARKING LOTS)	OWNERSHIP	\$96,128	
TOTALS:		<u>\$640,851</u>	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Porterville Recorder Company

Case No. 09-13089

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	OWNERSHIP	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
115 E. OAK, PORTERVILLE, CA 93257			\$422,759	
	TOTALS:		\$422,759	

UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

Seymour Tribune Company

Case No. 09-13090

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	OWNERSHIP	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
100 ST. LOUIS AVE, SEYMOUR, IN 47274			\$296,200	
	TOTALS:		\$296,200	

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UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE

The Times-News Publishing Company

Case No. 09-13081

Amended and Restated Exhibit A-1

Real Property

LOCATION ADDRESS	NATURE OF DEBTOR'S INTEREST IN PROPERTY	TAX ASSESSED VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	NOTE
604 S. WORTH STREET, BURLINGTON, NC 27215	OWNERSHIP	\$101,005	
707 MAIN STREET, BURLINGTON, NC 27215	OWNERSHIP	\$2,575,965	
TOTALS:			\$2,676,970

UNITED STATES BANKRUPTCY COURT
CENTRAL DISTRICT OF CALIFORNIA
SANTA ANA DIVISION

In re)	Case No. 8:15-15311-MW ¹
FREEDOM COMMUNICATIONS, INC.,)	
a Delaware corporation, et al.,)	
)	Chapter 11
Debtors and Debtors-in-Possession)	
)	
)	

**GLOBAL NOTES AND STATEMENT OF LIMITATIONS, METHODOLOGY, AND DISCLAIMER
REGARDING THE DEBTORS' SCHEDULES OF ASSETS AND LIABILITIES AND STATEMENTS OF
FINANCIAL AFFAIRS²**

GENERAL

The Schedules of Assets and Liabilities (collectively, the "Schedules") and the Statements of Financial Affairs (collectively, the "Statements," and together with the Schedules, the "Schedules and Statements") filed by Freedom Communications, Inc. ("FCI") and each of its affiliated Debtors and Debtors-in-Possession in these jointly administered chapter 11 cases (each a "Debtor" and collectively, the "Debtors") pending in the United States Bankruptcy Court for the Central District of California, Santa Ana Division (the "Bankruptcy Court"), including the above-captioned Debtor, were prepared pursuant to section 521 of chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") and Rule 1007 of the Federal Rules of Bankruptcy Procedure, by management of the Debtors, with the assistance of the Debtors' advisors, and are unaudited.

While the Debtors' management has made every reasonable effort to ensure that the Schedules and Statements are accurate and complete as possible under the circumstances, based on information that was available to them at the time of preparation, subsequent information or discovery may result in material changes to these Schedules and Statements, and inadvertent errors or omissions may exist. Because the Schedules and Statements contain unaudited information, which is subject to further review, verification, and potential adjustment, there can be no assurance that these Schedules and Statements are complete, without inadvertent errors, omissions or inaccuracies.

The Debtors reserve all rights to amend or supplement the Schedules and Statements from time to time, in all respects, as may be necessary or appropriate, including, but not limited to, the right to dispute or otherwise assert offsets or defenses to any claim that may or may not be reflected in the Schedules and Statements as to amount, liability, or classification, or to otherwise subsequently designate any claim as "disputed," "contingent,"

¹ Jointly administered with Case Nos. 8:15-bk-15312-MW; 8:15-bk-15313-MW; 8:15-bk-15315-MW; 8:15-bk-15316-MW; 8:15-bk-15317-MW; 8:15-bk-15318-MW; 8:15-bk-15319-MW; 8:15-bk-15320-MW; 8:15-bk-15321-MW; 8:15-bk-15322-MW; 8:15-bk-15323-MW; 8:15-bk-15324-MW; 8:15-bk-15325-MW; 8:15-bk-15326-MW; 8:15-bk-15327-MW; 8:15-bk-15328-MW; 8:15-bk-15329-MW; 8:15-bk-15330-MW; 8:15-bk-15332-MW; 8:15-bk-15337-MW; 8:15-bk-15339-MW; 8:15-bk-15340-MW; 8:15-bk-15342-MW; and 8:15-bk-15343-MW.

² These notes are in addition to the specific notes contained in the Debtors' Schedules and Statements. The fact that the Debtors have prepared a General Note with respect to a particular Schedule (or Statement) and not to others does not reflect and should not be interpreted as a decision by the Debtors to exclude the applicability of such General Note to any or all of the Debtors' remaining Schedules (or Statements), as appropriate.

or "unliquidated." Furthermore, nothing contained in the Schedules and Statements shall constitute a waiver of rights with respect to the chapter 11 cases, including, but not limited to, issues involving substantive consolidation, equitable subordination and/or causes of action arising under the provisions of chapter 5 of the Bankruptcy Code and other relevant non-bankruptcy laws to recover assets or avoid transfers.

The Schedules and Statements have been signed by Richard E. Mirman, the Chief Executive Officer of 2100 Freedom, Inc., the ultimate parent company of the Debtors, who is either a director, officer, or authorized person acting on behalf of the Debtors. In reviewing and signing the Schedules and Statements, Mr. Mirman necessarily relied upon the efforts, statements, and representations of the Debtors' other personnel and professionals. Mr. Mirman has not (and could not have) personally verified the accuracy of each such statement and representation, including, for example, statements and representations concerning amounts owed to creditors, classification of such amounts, and their addresses.

These Global Notes and Statement of Limitations, Methodology, and Disclaimer Regarding the Debtors' Schedules and Statements (the "Global Notes") pertain to, are incorporated by reference in, and comprise an integral part of, the Schedules and Statements. These Global Notes should be referred to, and reviewed in connection with, any review of the Schedules and Statements.

Description of the Cases

On November 1, 2015, and November 2, 2015 (the "Petition Dates"), the Debtors filed voluntary petitions in this Bankruptcy Court under chapter 11 of the Bankruptcy Code. The cases are being jointly administered under Case No. 8:15-15311-MW. The Debtors currently are operating their businesses and managing their properties as debtors in possession pursuant to the Bankruptcy Code.

Basis of Presentation

For financial reporting purposes, prior to the Petition Dates, the Debtors generally prepared consolidated financial statements that were audited annually and including financial information for the parent and all subsidiaries. Unlike the consolidated financial information used for the Debtors' financial reporting purposes, the Schedules reflect the assets and liabilities of each Debtor on the basis of such Debtor's accounting records, except if otherwise stated. The Schedules and Statements do not purport to represent financial statements prepared in accordance with Generally Accepted Accounting Principles ("GAAP") nor are they intended to fully reconcile to the financial statements the Debtors may have prepared and issued to financial institutions or other parties-in-interest. Information contained in the Schedules and Statements have been derived from the Debtors' books and records and historical financial statements.

Accuracy

Although every effort has been made to file complete and accurate Schedules and Statements, inadvertent errors or omissions may exist. The Debtors reserve all rights to amend and/or supplement their Schedules and Statements as is necessary and appropriate. The financial information disclosed in the Schedules and Statements has not been required to be prepared in accordance with federal or state securities law or other applicable non-bankruptcy law or in lieu of complying with any periodic reporting requirements thereunder. Persons or entities trading in or otherwise purchasing, selling, or transferring the claims against or equity interests in the Debtors should evaluate this financial information in light of the purposes for which it was prepared. The Debtors are not liable for and undertake no responsibility to indicate variations between any information and reports prepared for any other disclosure purpose or for any evaluations of the Debtors based on this financial information or any other information.

Reporting Date

Unless otherwise indicated, the Schedules have been prepared as of the close of business on October 31, 2015,

which represented the close of the Debtors' October accounting period, and is the day immediately prior to the Petition Dates.

Undetermined Amounts

The description of an amount as "unknown," "TBD" or "undetermined" is not intended to reflect upon the materiality of such amount.

Disputed, Contingent and/or Unliquidated Claims

Certain claims listed on the Schedules may be designated as contingent, unliquidated, and/or disputed. A failure to designate a claim on the Schedules as contingent, unliquidated, and/or disputed does not constitute an admission that such claim is not subject to objection. The Debtors reserve the right to dispute, or assert offsets or defenses to, any claim reflected on the Schedules as to nature, amount, liability, or status, either by amending the Schedules or, if permitted by the Bankruptcy Court, filing an objection to the claim.

Recharacterization

The Debtors reserve all rights to recharacterize, reclassify, recategorize or redesignate items reported in the Schedules and Statements at a later time as is necessary or appropriate.

Causes of Action

Certain of the Debtors have set forth on the Schedules causes of action or litigation rights that they may have against third parties. Each of the Debtors reserves all of its rights with respect to any and all causes of action and litigation rights it may have, whether or not such cause of action or litigation right has been listed on the Schedules. Neither these General Notes nor the Schedules and Statements shall be deemed a waiver by any of the Debtors of any cause of action, litigation right, or of any other right.

Insiders

The Debtors have included all payments made during the one-year period preceding the Petition Dates to any individual deemed an "insider." Persons listed as "insiders" have been included for informational purposes only. The Debtors do not take any position with respect to (a) such persons' influence over the control of the Debtors, (b) the management responsibilities or function of such individuals, (c) the decision-making or corporate authority of such individuals or (d) whether such individuals could successfully argue that they are not "insiders" under applicable law.

Setoffs

During the 90 days prior to the Petition Dates, the Debtors may have been involved in certain transactions that could be construed as setoffs. Such transactions could take the form of payment setoff. The Debtors are in the process of reviewing all transactions in the 90 days prior to the Petition Dates to determine if any of the transactions should be challenged under any of the provisions of the Bankruptcy Code.

Current Market Value

It would be prohibitively expensive, unduly burdensome and an inefficient use of estate assets for the Debtors to obtain current market valuations of all of their assets. Accordingly, unless otherwise indicated, cost values are reflected on the Debtors' Schedules and Statements. For this reason, amounts ultimately realized will vary and such variance may be material. In addition, the amounts shown for liabilities exclude items identified as "Unknown" or "Undetermined" and, thus, ultimate liabilities may differ materially from those stated in the Schedules and Statements.

Property and Equipment – Leased

In the ordinary course of their businesses, the Debtors may lease equipment from third-party lessors for use in the daily operation of their businesses. Any such leases are set forth in Schedule B. Nothing in the Schedules is or shall be construed as an admission or determination as to the legal status of any lease (including whether any lease is a true lease or a financing arrangement), and the Debtors reserve all rights with respect to any of such issues.

Totals

All totals that are included in the Schedules represent totals of all known amounts included in the Debtors' books and records as of the Petition Dates. To the extent there are unknown or undetermined amounts, the actual total may be different than the listed total.

Claims Paid Under Authority of "First Day Order"

The Schedules list amounts that were owed as of the Petition Dates but have since been paid in whole or part and, thus, are not owed or are only partially owed as of the date hereof. Such payments were made pursuant to authorizations granted by the Bankruptcy Court in various "first day" orders. Even though paid in whole or part, such amounts are not designated as contingent, unliquidated, and/or disputed, and the absence of such designation is without prejudice to the Debtors' right to assert such amounts have been paid in whole or part and to the extent paid are not entitled to further treatment in these cases.

Schedule A

It would be prohibitively expensive and unduly burdensome to obtain current market valuations of the Debtors' property interests. Accordingly, appraisal values completed as of specific prepetition dates are so noted and are reflected on the Schedules, which may not equate to the current market values.

Schedule B

The Debtors reserve all of their rights with respect to any and all causes of action, litigation rights, and other rights regardless of whether they have been listed on Schedule B.

Schedule D – Creditors Holding Secured Claims

The Debtors reserve their rights to dispute or challenge the validity, perfection or immunity from avoidance of any lien purported to be granted or perfected in any specific asset to a creditor listed on Schedule D. Moreover, although the Debtors may have scheduled claims of various creditors as secured claims, the Debtors reserve all rights to dispute or challenge the secured nature of any such creditor's claim or the characterization of the structure of any such transaction or any document or instrument (including, without limitation, any inter-company agreement) related to such creditor's claim. In certain instances, the Debtors may be a co-obligor, co-mortgagor or guarantor with respect to scheduled claims of an affiliate, and no claim set forth on Schedule D of the Debtors is intended to acknowledge claims of creditors that are otherwise satisfied or discharged by other entities. The descriptions provided in Schedule D are intended only to be a summary. Reference to the applicable loan agreements and related documents is necessary for a complete description of the collateral and the nature, extent and priority of any liens. Nothing in the General Notes or the Schedules and Statements shall be deemed a modification or interpretation of the terms of such agreements. The Debtors reserve the right to supplement and/or amend their Schedules and Statements to list such amounts on Schedule D.

The Debtors have not listed on Schedule D the claims of certain entities to whom the Debtors provided security deposits and who may have secured claims to the extent of such security deposits. The claims of such entities have been listed on Schedule B. Statutory or inchoate lien rights may exist in favor of certain creditors. The Debtors have not listed on Schedule D any creditors who may have secured claims based on any such statutory or inchoate lien rights.

Schedule D does not include secured tax claims owing to governmental units. All tax claims, if any, are listed on Schedule E without regard to whether they are secured claims, priority claims, priority unsecured claims, or nonpriority unsecured claims. Any listing on Schedule E is without prejudice to the right of the Debtors to recognize any such claim as a secured claim or a nonpriority unsecured claim if so asserted by the applicable taxing authority in a proof of claim. In addition, if applicable, the Debtors reserve the right to amend Schedule E to recharacterize any listed claim as a nonpriority unsecured claim or to object to any proof of claim asserting priority unsecured status if such claim is determined to be a nonpriority unsecured claim.

Except as provided in the amended final cash collateral order dated as of December 17, 2015, the Debtors reserve the right to dispute, or assert offsets or defenses to, any claim reflected on Schedule D as to nature, amount, liability or status.

Schedule E – Creditors Holding Unsecured Priority Claims

The listing of creditors on Schedule E is preliminary and is subject to reconciliation and, if necessary, amendment by the Debtors. The Debtors reserve their rights to dispute or challenge whether such creditors are entitled to priority claims.

Schedule F – Creditors Holding Unsecured Non-priority Claims

On Schedule F, the Debtors have listed amounts payable to general unsecured creditors as of the Petition Dates. In an attempt to obtain the most accurate and reliable information by allowing adequate time for all pertinent information to be received and reflected in the Debtors' books and records, the Debtors searched their records as of the Petition Dates to determine their unpaid, unsecured obligations as of the Petition Dates. The claims listed in Schedule F arose or were incurred on various dates. In certain instances, the date on which a claim arose is an open issue of fact. While best efforts have been made, determination of each date upon which each claim in Schedule F was incurred or arose would be unduly burdensome and cost prohibitive and, therefore, the Debtors may not list a date for each claim listed on Schedule F.

Schedule G – Executory Contracts and Unexpired Leases

Although reasonable efforts have been made to ensure the accuracy of Schedule G regarding executory contracts and unexpired leases, inadvertent errors, omissions or over-inclusion may have occurred. The presence of a contract, agreement or lease on Schedule G does not constitute an admission that such contract, agreement or lease is an executory contract or unexpired lease or that such contract or agreement was in effect on the Petition Dates or is valid or enforceable. Any and all of the Debtors' rights, claims and causes of action with respect to the contracts, agreements and leases listed on Schedule G are hereby reserved and preserved, and as such, the Debtors hereby reserve all of their rights to dispute the validity, status, or enforceability of any contracts, agreements or leases set forth on Schedule G and to amend or supplement such Schedules as necessary.

The Debtors may have entered into various other types of agreements in the ordinary course of their businesses, such as indemnity agreements, supplemental agreements, amendments/letter agreements, and confidentiality agreements. Such documents may not be set forth in Schedule G. Moreover, the contracts, agreements and leases listed on Schedule G may have expired or may have been modified, amended, or supplemented from time to time by various amendments, restatements, waivers, estoppel certificates, letter and other documents, instruments and agreements which may not be listed on Schedule G.

Portions of some contracts and leases that are listed on Schedule G may have been fully performed, while other portions of the same contracts and leases may remain executory. The Debtors reserve all of their rights to dispute or challenge the characterization of the structure of any transaction, or any document or instrument related to a creditor's claim, including, but not limited to, the contracts, agreements and leases listed on Schedule G.

In some cases the same entity appears multiple times in Schedule G. This multiple listing is to reflect distinct agreements between the Debtors and such entity.

Fill in this information to identify the case:

Debtor name Odessa American, a Texas general partnership
United States Bankruptcy Court for the: CENTRAL DISTRICT OF CALIFORNIA
Case number (if known) 8:15-bk-15328 MW

Check if this is an
amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

Schedule A/B: Assets-Real and Personal Property (Official Form 206A/B)
 Schedule D: Creditors Who Have Claims Secured by Property (Official Form 206D)
 Schedule E/F: Creditors Who Have Unsecured Claims (Official Form 206E/F)
 Schedule G: Executory Contracts and Unexpired Leases (Official Form 206G)
 Schedule H: Codebtors (Official Form 206H)
 Summary of Assets and Liabilities for Non-Individuals (Official Form 206Sum)
 Amended Schedule
 Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders (Official Form 204)
 Other document that requires a declaration

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

Executed on December 21, 2015


Signature of individual signing on behalf of debtor

Richard E. Mirman

Printed name

CEO of Managing Partner

Position or relationship to debtor