

EXHIBIT C

FASA Form

PUBLISHING AGREEMENT

This AGREEMENT (the "Agreement") is made effective as of May 1, 2016 (the "Effective Date"), by and between The Topps Company, Inc., with offices at 1 Whitehall Street, New York, NY 10004 ("Publisher") and Brenda Gressman ("Author's Heir"), whose address is c/o The Ethan Ellenberg Literary Agency, 155 Suffolk Street, #2R, New York, NY 10002.

WHEREAS, Thomas Gressman ("Author") and FASA Corporation entered into an agreement (the "Original Agreements") regarding the initial publication of the literary works set forth on Appendix A attached hereto (the "Works");

WHEREAS, FASA Corporation validly assigned the Original Agreements to WizKids, LLC; and

WHEREAS, WizKids, LLC validly assigned the Original Agreements to Publisher; and

WHEREAS, Author died with a valid will, a genuine copy of which is attached hereto as Exhibit C, which instructed that all right, title and interest in the Works be distributed to Author's Heir; and

WHEREAS, the executor(s) of Author's estate distributed all right, title and interest in the Works, including without limitation all copyrights therein, to Author's Heir pursuant to the estate distribution letter or related document attached hereto as Exhibit D; and

WHEREAS, there may be a potential dispute between Author's Heir, on the one hand, and Publisher, FASA Corporation and/or WizKids LLC (FASA Corporation and WizKids LLC are together referred to as "Publisher's Predecessors"), on the other hand, regarding the royalty, usage and/or other provisions set forth in the Original Agreements; and

WHEREAS, without any admission of liability, Author's Heir and Publisher now desire to (i) settle all potential claims relating to the exploitation of the Works (as defined below) and all derivative works thereof by the Released Parties (as defined below) from the initial date of publication of the Works through and including the Effective Date, and (ii) clarify their respective rights and obligations with respect to the Works;

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter made, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Author and Publisher hereby agree as follows:

- ENTIRE UNDERSTANDING; TERMINATION OF ORIGINAL AGREEMENT.** This Agreement will supersede all prior and contemporaneous negotiations, understandings and agreements concerning the Works between Author and/or Author's Heir on the one hand, and Publisher or Publisher's Predecessors. Without limiting the foregoing, Author's Heir and Publisher agree that the Original Agreements are hereby terminated and of no further force and effect.

2. **COPYRIGHT ASSIGNMENT.** Author's Heir hereby sells, assigns, transfers, and conveys to Publisher the Works (including all current and future derivative works of the literary work) and all right, title and interest therein, including all rights under copyright, in all media and formats now or later known or developed (including without limitation the media and formats set forth in Exhibits A and B hereto), in all languages and throughout the world, free and clear of all encumbrances and adverse claims of any kind, for the full term of copyright protection and any renewals and/or extensions thereof provided under the copyright laws in effect in each country around the world. This grant shall be deemed to apply retroactively to the date of initial publication of the Works by Publisher's Predecessors. Publisher shall have the right but not the affirmative duty to sublicense any rights in the Works.
3. **RELEASE AND COVENANT NOT TO SUE.** Author's Heir, individually and on behalf of his and Author's heirs, executors, successors, assigns and representatives, fully, irrevocably, and unconditionally (i) releases and discharges Publisher and Publisher's Predecessors, their respective parent companies, subsidiaries and affiliates, the licensees, successors and assigns of each of the foregoing, and the officers, directors, employees, agents and representatives of each of the foregoing (the "Released Parties") from any and all claims, demands, liabilities, costs, expenses, damages and losses (whether direct or consequential), known or unknown, arising from or in connection with the Works by the Released Parties from the initial date of publication of the Works through and including the Effective Date ("Claims"); and (ii) covenants not to sue any of the Released Parties for any Claims. Without limiting the foregoing, this release and covenant not to sue include any claims regarding any failure to report or pay royalties under the Original Agreements and/or the unauthorized licensing of rights beyond the scope of the Original Agreements.
4. **ORIGINAL AGREEMENT.** Author's Heir acknowledges and agrees that the Original Agreements remained in full force and effect up until the Effective Date of this Agreement and that no rights had reverted to the Author under the Original Agreements. Author's Heir further acknowledges and agrees that all outstanding sublicenses entered into by Publisher or Publisher's Predecessors regarding the Works are valid licenses and do not constitute a breach of Author's rights.
5. **PUBLICATION.** Publisher and its sublicensees will have the right to manufacture, publish, distribute and sell the Works at such time and in such format, style and manner and at such prices (and discounts from these prices) as they deem suitable in their sole discretion. Publisher will have the right in its sole discretion to (i) depict and/or credit Author's name in and in connection with the Works as originally depicted and/or credited on the initial publication of the Works, (ii) select the cover or jacket of the Works, and (iii) engage one or more additional writers to revise or rewrite the Works.
6. **PROMOTION.**
 - a. By Publisher. Publisher will have the right, in its discretion, in any and all media whether now or later known or developed, (i) to market, advertise and promote the Works (including without limitation the right to distribute promotional copies

of the Works and to grant permissions to reproduce excerpts from it free of charge) and all products and properties produced under this Agreement; and (ii) to use Author's name, image, likeness, biography and voice and any other material provided by Author in connection with such marketing, advertising and promotion.

- b. By Author's Heir. If Publisher so requests, Author's heir shall make reasonable efforts, in consultation with Publisher, to promote the Works through channels and outlets that Author's Heir controls (such as, for example, a website or Facebook page dedicated to Author).
7. **COMPENSATION.** As full consideration for the rights assigned, release made and obligations undertaken by Author's Heir herein, Publisher agrees to pay to Author's Heir, and Author's Heir agrees to accept, the following:
- a. Fee. Publisher shall pay Author's Heir a non-returnable, non-recoupable fee of Twenty Thousand Dollars (\$20,000) (the "Fee"), payable in full within 30 days after execution of this Agreement. Author's Heir acknowledges and agrees that such Fee shall be in full and complete settlement of any Claims against the Released Parties and any exploitation of the Works by Publisher (if any) through and including April 30, 2016.
 - b. Advance. Publisher shall pay Author's Heir a non-returnable advance of \$1,000 per Works, (the "Advance"), payable within 30 days after the first republication of an applicable Works; provided that if any of the Works are not republished prior to the eighteen (18) month anniversary of the Effective Date, the Advance (or any portion thereof that had not been previously paid) will be paid on the eighteen (18) month anniversary of the effective Date.
 - c. Royalties from Publisher's Direct Exploitation. In connection with Publisher's direct exploitation of the Works (i.e., not through a sublicense) on or after May 1, 2016, Publisher shall pay Author's Heir royalties as set forth in Exhibit A hereto.
 - d. Sublicenses. If Publisher sublicenses any rights in the Works to any third party, Publisher shall pay Author's Heir royalties as set forth in Exhibit B hereto.
 - e. Composite Works, Derivative Works and Anthologies. If the Works or part of the Works is exploited along with other work(s) sublicensed by Publisher as part of any larger composite work, collection, anthology, or other derivative work, in any media or format, the Publisher in its sole discretion will determine in good faith what proportion of the larger work the Works represents and shall pay Author's Heir that pro-rata portion of the percentage of royalties that would otherwise be payable to Author pursuant to Exhibit A or Exhibit B hereto if the Works or part thereof was exploited independently and not as a part of a larger composite work, collection, anthology or derivative work. If the Publisher receives from a third party license an allocation of the amount received by the Publisher from the sale

or licensing of the Works and other work(s), the Publisher may use that allocation.

8. **ACCOUNTING.** Publisher shall render annual accountings of royalties payable to Author's Heir as of December 31 of each year beginning in the 2016 calendar year and shall send to Author statements of account, accompanied by settlement of amounts due, on or before the April 30th following the end of the applicable accounting period. Publisher may withhold from royalties a reasonable reserve against returns established by Publisher from time to time in view of projected and/or historic returns for the Works and/or Publisher's prevailing returns experience, and Publisher may deduct overpayments of royalties from amounts otherwise due if the reserve is inadequate. If Author's Heir receives an overpayment of royalties, including without limitation as a result of copies of the Works having been reported as sold but subsequently returned, Publisher shall notify Author's Heir of same and Author's Heir shall remit to Publisher the amount of any such overpayment within sixty (60) days of Author's receipt of notice thereof. If less than \$100.00 is due to Author's Heir in any accounting period, the amount may be credited to Author's Heir's royalty account and carried forward to the subsequent calendar year and not paid over to Author. All accounting shall be made only with respect to the Works specified under this Agreement and shall not be reconciled (i.e. "basket accounted") against Works of another Agreement.
9. **REPRESENTATIONS AND WARRANTIES.** Author's Heir represents and warrants to Publisher that: (a) the Works is original and Author is its sole author; (b) if any material or information in the Works was contributed by any person other than Author, Author entered into a valid and binding agreement with each such third party pursuant to which either such third party agreed that the results and proceeds of such party's services would automatically and irrevocably vest in Author and be deemed works-made-for-hire for purposes of copyright law or such party has granted any permission necessary for inclusion and use of the materials in the Works, which permission permits the exercise by the Publisher and its sublicensees of all the rights granted to Publisher herein; (c) the Works is not in the public domain and has never before been published in whole or in part in any form by any party other than Publisher or Publisher's Predecessors; (d) the Works contains no matter that is libelous, obscene, in violation of any copyright, proprietary or personal right, or otherwise renders it actionable or in contravention of law; (e) neither Author nor Author's Heir has entered into any agreement with respect to the Works in a manner that would encumber or dispose of the rights herein assigned to Publisher (specifically excluding the Original Agreements); (f) no material in the Works violates any agreement between Author and/or Author's Heir on the one hand and any third party, whether express or implied, or discloses any information given to Author in confidence or on the understanding that it would not be disclosed or published; (g) the will attached hereto as Exhibit C is a genuine copy of Author's will and a valid will ("Author's Will"); (h) the estate distribution letter or related document attached hereto as Exhibit D is a genuine copy of same ("Distribution Document"); (i) Author's Heir has the full power and authority to enter into this Agreement and the sole and exclusive right to make the grant of rights contained herein; and (j) there are no claims, demands, lawsuits or proceedings pending or threatened with respect to Author's Will or the Distribution Document, including without limitation any challenges to the validity or interpretation of

either of the foregoing, or any claims, demands, lawsuits or proceedings pending or threatened against Author's Heir with respect to his ability to grant rights in and to the Works. Notwithstanding the foregoing, none of the representations and warranties above shall apply to any material originally supplied by Publisher or Publisher's Predecessors.

10. **INDEMNITY.** Author's Heir shall indemnify and hold Publisher harmless from any losses, damages, expenses (including reasonable attorneys' fees), settlements, recoveries and judgments occasioned by any claim, demand, action or proceeding arising out of the breach or alleged breach of any of Author's representations and warranties herein. Each party shall promptly notify the other of any claim, action, or proceeding respecting the Works. Publisher may defend any such claim, action, or proceeding made against Publisher with counsel of Publisher's selection. Author's Heir shall fully cooperate with Publisher in its conduct of the defense thereof. Author's Heir may elect to participate in the defense thereof at Author's own expense with counsel of Author's selection, but Publisher's counsel shall control the defense of any such claim, action or proceeding. Publisher will have the right to settle any such claim, action or proceeding made against Publisher, provided it first consults with Author's Heir and considers in good faith any objection to settlement which Author's Heir may make. Publisher shall have no obligation to defend any claim against Author's Heir or Publisher or to appeal any judgment resulting from a claim, action or proceeding respecting the Works.
11. **COPYRIGHT AND TRADEMARK.** Publisher shall have the sole and exclusive right to register, maintain and/or renew (as applicable) copyright in the Works in the United States and other countries throughout the world for the full terms of copyright and to obtain such renewals and extensions of any copyright as are provided by applicable law. Author's Heir acknowledges that Publisher has sole and exclusive ownership of Publisher's trademarks, trade names, logos, series names, imprints and any other source identifiers used in connection with the Works, as well as any trade dress, and any graphic art or designs as may be created by Publisher for usage in and in connection with the Works.
12. **INFRINGEMENT.** If the copyright in the Works is infringed, Publisher may pursue a claim for infringement in such manner as Publisher deems appropriate, and Author's Heir shall cooperate with Publisher in the pursuit of such action. If Publisher does so, Publisher will recoup expenses incurred from any recovery and the balance of the proceeds, if any, shall be divided equally between Author's Heir and Publisher. If Publisher does not pursue a claim after Author's request to do so, Author will have the right to do so at Author's Heir's sole expense and any recovery therefrom will belong solely to Author's Heir.
13. **FORCE MAJEURE.** The failure of Publisher to perform any of its obligations under this Agreement shall not be deemed to be a violation of this Agreement or give rise to any right of termination or reversion if such failure arises from a "force majeure" event. Publisher's time to perform its obligations shall be extended for a period equal to the period of delay caused by the force majeure event. For purposes of this Agreement, a "force majeure" event includes, without limitation, acts of God, fires, national disasters, acts of war or terrorism, restrictions of governmental agencies, labor disputes or inability

- to obtain the materials necessary for printing, or any other circumstances beyond Publisher's reasonable control.
14. **AGENCY.** Author's Heir hereby appoints Ethan Ellenberg Literary Agency, 155 Suffolk Street, #2R, New York, NY 10002 ("Agent") irrevocably as the Agent in all matters pertaining to or arising out of this Agreement and all sums of money due the Author/Author's Heir under this Agreement shall be paid to and in the name of said Agent whose receipt thereof shall constitute full and valid discharge of Publisher's obligations under this Agreement. Author's Heir does also irrevocably assign and transfer to the Agent and the Agent shall retain a sum equal to fifteen percent (15%) out of all gross monies due and payable to the account of the Author/Author's Heir under this Agreement.
 15. **ASSIGNABILITY.** This Agreement shall bind and inure to the benefit of the heirs, executors, administrators and legal representatives of Author's Heir and the successors and assigns of Publisher. All rights and obligations of Author's Heir, other than the right to receive royalties, are personal and may not be assigned without the prior written consent of Publisher. Any attempted assignment by Author's Heir in violation of the terms hereof shall be voidable by Publisher.
 16. **DEFINITIONS.** If the term Author's Heir as used herein refers to more than one person, the obligations of Author's Heir shall be joint and several and the percentage interests in the Works of the persons included within Author's Heir shall be presumed to be equal for all purposes unless otherwise specified herein.
 17. **GENERAL PROVISIONS.** All notices required or permitted to be given under this Agreement shall be in writing addressed to the parties at their last known address and delivered by hand, overnight mail or first-class mail. In the event of a breach of this Agreement, Author's Heir's remedies shall be limited to damages, and Author shall not seek injunctive relief. This Agreement constitutes the entire understanding of the parties, there being merged herein all prior collateral negotiations, representations, understandings, and agreements. No modifications or amendments of this Agreement or waivers of any of its provisions shall be valid unless in writing signed by the party sought to be held to the terms thereof. In the event of an ambiguity in or dispute regarding the interpretation of this Agreement, such interpretation shall not be resolved by any rule providing for interpretation against the party who causes the uncertainty or against the drafter, and the parties hereto expressly agree that in the event of an ambiguity or dispute regarding the interpretation of this Agreement, this Agreement will be interpreted as if each party hereto had fully participated in the drafting thereof. This Agreement shall be interpreted according to the laws of the state of New York (without regard to its choice of law provisions), and the parties agree to submit to the jurisdiction of the courts in New York located in the county of New York for the resolution of any disputes, regardless of the place of execution or performance of this Agreement.
 18. **SURVIVAL.** The following provisions will survive the termination or earlier expiration of this Agreement for any reason: Paragraph 1 (Entire Understanding; Termination of Original Agreements), Paragraph 3 (Release and Covenant Not to Sue), Paragraph 9

(Representations and Warranties), Paragraph 10 (Indemnity), Paragraph 16 (Definitions), Paragraph 17 (General Provisions) and this Paragraph 18.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above set forth.

THE TOPPS COMPANY, INC.

By: 

ACCEPTED AND AGREED

By: Brenda G. Gressman
Brenda Gressman

201-52-3612

Social Security Number

US Citizen, PA Resident

Citizenship and State of Residence

Appendix A

Works

Battletech: The Hunters

Battletech: Sword and Fire

Battletech: Shadows of War

Battletech: Dagger Point

MechWarrior: The Dying Time

Exhibit A**Royalties on Direct Exploitation of the Works by Publisher**

Hardcover editions sold in the U.S.	4% of cover price
Paperback editions sold in the U.S.	4% of cover price
Audio Versions	10% of Net Proceeds ¹
eBooks ²	25% of Net Proceeds
Adapted Electronic Versions ³	10% of Net Proceeds
Commercial Products and Merchandise ⁴	0% of Net Proceeds
Video Games ⁵	0% of Net Proceeds

¹ For purposes of this Exhibit A, “Net Proceeds” means, for each format or edition of the Works or other product or property directly exploited hereunder, the gross amounts actually received by Publisher from the sale of copies of that format or edition of the Works or other product or property, less the following: sales or equivalent taxes; duties, customs clearance and other similar charges; charges for use of a digital delivery service; allowances and discounts; foreign tax withholdings; fees or commissions paid by Publisher to finders or third-party sales or licensing agents; actual returns and credits; and a reasonable reserve for returns.

² “eBook” means a reproduction of the text of the Works and any illustrations, photographs or other material contained in the Works made available in complete or condensed or abridged form, by any means of digital, electronic or similar distribution or transmission now or hereafter known or developed, in a manner intended to make such text and related materials available primarily in visual form for reading. An eBook may contain functions to facilitate reading and use of the text but shall not otherwise incorporate material elements from sources other than the Works such as new photographs, illustrations, video or sounds that are more than incidental to the Works.

³ “Adapted Electronic Version” means a digital or electronic product or service (including without limitation a software application or “app”) that is derived or adapted from the Works and contains text from the Works and material enhancements such as additional illustrations, video, sounds and/or multimedia elements.

⁴ “Consumer Products and Merchandise” means toys, apparel, journals, notecards, posters, calendars, games (excluding video games) and other consumer products and/or merchandise based on, incorporating or derived from the title of the Works, one or more characters from the Works and/or one or more excerpts or other components of the Works.

⁵ “Video Games” means games played by electronically manipulating images produced by a computer program (including without limitation a software application or “app”) on a television screen, computer monitor, mobile device or other display screen based on, incorporating or derived from the title of the Works, the plot of the Works, one or more characters from the Works, and/or one or more excerpts or other components of the Works.

Dramatic Rights (e.g., motion picture rights, television rights, and home video rights, including without limitation DVD and subscription video-on-demand)	With respect to each particular direct exploitation (e.g., a motion picture, an ongoing television series) that is developed, produced and publicly released, including any subsequent exploitation or license thereof by means of additional medias and formats (e.g., DVDs, subscription video-on-demand), a one-time fee of One Thousand Dollars (\$1,000), payable following the initial public release of the dramatic work.
Performance Rights (e.g., radio rights and live theatrical rights)	With respect to each particular direct exploitation (e.g., an ongoing radio series, a “continuous run” (as such term is generally understood in the theatrical industry) of a play or musical) that is developed, produced and publicly released or performed, including any subsequent exploitation or license thereof (e.g., audio recordings of a radio series, additional companies of a play or musical), a one-time fee of Five Hundred Dollars (\$500), payable following the initial public release or performance.
Compilations (works combining one or more title, in whole or in part, in a print or eBook collection or anthology)	A pro-rata portion of the applicable percentage set forth above, based on the total number of titles in the compilation
Literary spin-offs (i.e., other literary works based on, incorporating or derived from the title of the Works, one or more characters from the Works and/or one or more excerpts or other components of the Works)	5% of Net Proceeds

High discount* sales of print editions * any books sold at a significant discount in excess of 'industry standard' and/or for use outside of regular retail channels	Half of the applicable royalty rate specified herein for U.S. print sales
Foreign sales of print editions outside of the U.S. (in English and foreign languages)	Half of the applicable royalty rate specified herein for U.S. print sales
Copies sold below or at cost, destroyed or given away for review, advertising, promotion, sample or like purposes or published in a method designed for the physically handicapped, or portions of the Works used or sublicensed for advertising, promotion or publicity	No royalty
Publication by Publisher in a format, manner or media not described above	10% of Net Proceeds

Exhibit B**Royalties on Sublicenses of Rights in the Works**

Hardcover editions sold in the U.S.	30% of Net Proceeds ⁶
Paperback editions sold in the U.S.	30% of Net Proceeds
eBooks	25% of Net Proceeds
Adapted Electronic Versions	20% of Net Proceeds
Audio Versions	20% of Net Proceeds
Second Serial (i.e., use of serializations, condensations, excerpts, digests and the like in magazines, newspapers or other publications, after publication of the Works in book form)	20% of Net Proceeds
Commercial Products and Merchandise	0% of Net Proceeds
Video Games	0% of Net Proceeds
Dramatic Rights (e.g., motion picture rights, television rights, and home video rights, including without limitation DVD and subscription video-on-demand)	With respect to each fully-executed license of dramatic rights (specifically excluding any option agreements until such time as the applicable licensee has exercised such option), a one-time fee of One Thousand Dollars (\$1,000).

⁶ For purposes of this Exhibit B, “Net Proceeds” means, for each format or edition of the Works or other product or property licensed hereunder, the gross amounts actually received by Publisher from the license of that format or edition of the Works or other product or property, less the following: sales or equivalent taxes; duties, customs clearance and other similar charges; charges for use of a digital delivery service; allowances and discounts; foreign tax withholdings; fees or commissions paid by Publisher to finders or third-party sales or licensing agents; actual returns and credits; and a reasonable reserve for returns.

Performance Rights (e.g., radio rights and live theatrical rights)	With respect to each fully-executed license of performance rights (specifically excluding any option agreements until such time as the applicable licensee has exercised such option), a one-time fee of Five Hundred Dollars (\$500).
Compilations (works combining one or more title, in whole or in part, in a print or eBook collection or anthology)	A pro-rata portion of the applicable percentage of Net Proceeds set forth above, based on the total number of titles in the compilation
Literary spin-offs (i.e., other literary works based on, incorporating or derived from the title of the Works, one or more characters from the Works and/or one or more excerpts or other components of the Works)	15% of Net Proceeds
Book Club Sales in the U.S.	30% of Net Proceeds
High discount* sales of print editions * any books sold at a significant discount in excess of 'industry standard' and/or for use outside of regular retail channels	20% of Net Proceeds
Foreign sales of print editions outside of the U.S. (in English and foreign languages)	20% of Net Proceeds
Copies sold below or at cost, destroyed or given away for review, advertising, promotion, sample or like purposes or published in a method designed for the physically handicapped, or portions of the Works used or sublicensed for advertising, promotion or publicity	No royalty
Publication by Publisher in a format, manner or media not described above.	20% of Net Proceeds

Exhibit C

[AUTHOR'S WILL]

Exhibit D

[ESTATE DISTRIBUTION LETTER]



1240 Lawyers Building • 428 Forbes Avenue • Pittsburgh, Pennsylvania 15219
Telephone: 800.375.3089 • 412.391.7339 • Fax: 412.391.8232 • www.wgsf-law.com

June 7, 2016

Jason S. Thaler
General Counsel
The Topps Company, Inc.
1 Whitehall Street
New Your, NY 10004

RE: Thomas Gressman, Deceased
Our File No.: 599669

Dear Mr. Thaler:

Brenda L. Gressman has asked Welch, Gold, Siegel and Fiffik, P.C. to write to you about the royalties owed her deceased husband, Thomas Gressman. Please be advised that no "estate distribution letter" exists in connection with the death of Mr. Gressman. Moreover, I am not aware of any document in Pennsylvania estate administration known as an "estate distribution letter". However, I will state that pursuant to Mr. Gressman's Last Will and Testament, dated February 7, 2013, his wife, Brenda is the sole beneficiary of the residuary estate which includes royalties.

Should you have any questions or wish to discuss this matter, you may contact me at 412-261-5550. Thank you for your attention to this matter.

Very truly yours,

WELCH, GOLD, SIEGEL & FIFFIK, P.C.

MARSHA K. MAIETTA, ESQUIRE

MKM/jk

cc: Brenda L. Gressman
500 S. Ruby Street
Derry, PA 156227

Last Will and Testament

of

Thomas Scott Gressman

I, THOMAS SCOTT GRESSMAN, of the County of Westmoreland and Commonwealth of Pennsylvania, being of sound mind and memory, do make, publish and declare this to be my Last Will and Testament, hereby revoking and declaring null and void any and all Wills or Codicils by me at any time heretofore made.

FIRST: I direct my Executrix to pay the expenses of my last illness and funeral from the residue of my Estate.

SECOND: I direct that all Estate, Inheritance and other death taxes that may be assessed with respect to property or interest passing under my Will by whatever jurisdiction imposed, shall be paid from my residuary Estate as a part of the expense of the administration of my Estate.

THIRD: I give all tangible personal property owned by me at my death and all insurance policies on such property as follows:

A. My New Essex Colt M1911A1, serial number 38831, to DANIEL WHATULE, if he survives me by thirty (30) days.

B. The balance, including the item under subparagraph A., the bequest of which has lapsed, to my wife, BRENDA LEE GRESSMAN, if she survives me by thirty (30) days. If BRENDA fails to so survive me, then I give the same to KARIENA WHATULE and DANIEL WHATULE, to be

divided between them as they may agree, or to the survivor of KARIENA and DANIEL who shall so survive me.

C. Any items not so disposed of shall be sold and the proceeds distributed as part of the residue of my Estate as provided for herein.

FOURTH: I give the residue of my Estate as follows:

A. To my wife, BRENDA LEE GRESSMAN, if she survives me by thirty (30) days.

B. If BRENDA fails to so survive me, then I give the residue in equal shares to KARIENA WHATULE and DANIEL WHATULE, if they survive me by thirty (30) days, or to the survivor of KARIENA and DANIEL who shall so survive me.

FIFTH: All principal and income shall be free from anticipation, assignment, pledge or obligation of beneficiaries or remaindermen and, while in the hands of my Executrix, the same shall not be liable to any levy, attachment or execution.

SIXTH: I name and appoint my wife, BRENDA LEE GRESSMAN, to serve as Executrix of this, my Last Will and Testament, to serve without bond in any jurisdiction in which she may act. In the event that BRENDA is unable or unwilling to act as Executrix, then I name and appoint THOMAS MATTEO, to serve as Alternate Executor, also to serve without bond in any jurisdiction in which he may act. In the event that THOMAS is unable or unwilling to act as Alternate Executor, then I name and appoint DENNIS LOTTO, to serve as Second Alternate Executor, also to serve without bond in any jurisdiction in which he may act.

SEVENTH: My Executrix, and her successors shall have the following powers with

regard to the assets and liabilities of my Estate: to retain my investments, invest and reinvest in legal investments, sell, grant options for sale or otherwise convert any real or personal property or interest therein and to deliver good conveyances for the same, borrow money and secure its repayment by mortgage, pledge or otherwise, compromise claims, make distributions in cash or kind or partly in each, lease real estate and other property, file any tax or gift tax returns that may be due on my behalf, retain such agents, accountants, or other advisors and compensate the same from estate assets, associate with them a corporate fiduciary with fiduciary powers in the Commonwealth of Pennsylvania, delegate to said corporate fiduciary the exercise of any powers, exercise all other acts and things necessary or appropriate in the management, administration and distribution of my Estate and exercise any other powers granted to personal representatives pursuant to the applicable laws of the Commonwealth of Pennsylvania, including but not limited to those enumerated in Chapter 33 B and C of the Pennsylvania Probate, Estates and Fiduciaries Code, 20 P.S. §§3311-3360.

EIGHTH: If my wife, Brenda, predeceases me, I direct my Executor to locate suitable homes for our cats, and I specifically direct that our cats shall not be taken to a shelter.

NINTH: Words used in the singular may be read to include the plural or the plural may be read as the singular. Similarly, the masculine form may be read to include the feminine and neuter; the feminine may be read to include the masculine and neuter; and the neuter may be read to include the masculine and feminine.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7 day of

February, 2013.


THOMAS SCOTT GRESSMAN (Signature)

Signed, sealed and published and declared by THOMAS SCOTT GRESSMAN, the Testator above-named, as and for his Will, in the presence of us, who, at his request, in his presence and in the presence of each other, have hereunto subscribed our names as witnesses hereto.

WITNESSES:

Signature: Michael Rager
Print Name: Michael Rager
Address: 306 Bluff Lane
Latrobe PA 15650

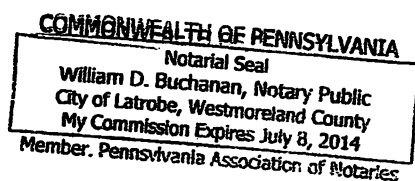
Signature: Courtney M. Coffman
Print Name: Courtney M. Coffman
Address: 1162 Murtha Way
Latrobe, PA 15650

ACKNOWLEDGEMENT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Westmoreland

I, THOMAS SCOTT GRESSMAN, the Testator, whose name is signed to the attached or foregoing instrument, having been duly qualified according to law, do hereby acknowledge that I signed and executed the instrument as my Last Will; and that I signed it willingly and as my free and voluntary act for the purposes therein expressed.

Sworn to or affirmed and acknowledged before me by THOMAS SCOTT GRESSMAN, the Testator, this 9 day of February of 2013.



Thomas Scott Gressman
THOMAS SCOTT GRESSMAN (Signature)
[Signature]
(Signature of Notary Public)
(Seal of Notary Public)

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF Westmoreland

We, Michael Rager and Courtney M. Coffman the witnesses whose names are signed to the attached or foregoing instrument, being duly qualified according to law, do depose and say that we were present and saw the Testator sign and execute the instrument as his Last Will; that the Testator signed willingly and executed it as his free and voluntary act for the purposes therein expressed; that each subscribing witness in the hearing and sight of the Testator signed the Will as a witness; and that to the best of our knowledge the Testator was at that time 18 or more years of age, of sound mind and under no constraint or undue influence.

Sworn to or affirmed and subscribed to before me by Michael Rager and Courtney M. Coffman, witnesses, this 9 day of February, 2013.

Michael Rager
Witness (Signature)
Courtney M. Coffman
Witness (Signature)
[Signature]
(Signature of Notary Public)
(Seal of Notary Public)

Page 5 of 5

