

1. The Motion is granted in its entirety.
2. The Debtors are authorized and empowered to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Motion.
3. Each Executory Contract listed on Exhibit B to the Motion is rejected effective as of February 5, 2010.
4. The Debtors do not waive any rights or claims that they have or may have against the counterparties to the Executory Contracts, or any other parties to the Executory Contracts, whether or not such rights or claims are related to the rejection of the Executory Contracts. Nothing in this Order shall impair the ability of the Debtors to contest any claim of any counterparty to an Executory Contract, or any creditor pursuant to applicable law or otherwise dispute, contest, setoff, or recoup any claim, or assert any rights, claims or defenses related thereto.
5. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: 2-23, 2010
Philadelphia, Pennsylvania

Entered: 
United States Bankruptcy Judge

CHIEF JUDGE STEPHEN RASLAVICH

Exhibit B

[Contracts]

1123/59219-001 Current/15914941v3

PN Contract Rejection Motion

<p>Services Agreement (Philly Online, LLC)</p>	<p>Aggregate Knowledge 1510 Fashion Island Blvd., Suite 201 San Mateo, CA 94404</p>	<p>March 11, 2008</p>	<p>The services agreement sets forth the terms and conditions under which Aggregate Knowledge provides software and related services to the Debtors.</p>
<p>Independent Consultant Agreement (Philadelphia Newspapers, LLC)</p>	<p>Earthcare 225 Fellowship Rd. P.O. Box 756 Eagle, PA 19480</p>	<p>May 2002</p>	<p>The independent consultant agreement sets forth the terms and conditions under which Earthcare provides wastewater removal and related services to the Debtors.</p>
<p>Lease Agreement (Broad Street Publishing, LLC)</p>	<p>LEAF P.O. Box 644006 Cincinnati, OH 45264-4006</p>		<p>Contract No. 015-1044316-001, which sets forth the terms and conditions under which LEAF leases to the Debtors certain mailing machines.</p>
<p>Master Agreement (Philly Online, LLC)</p>	<p>Net Ratings, LLC 890 HillView Court, Suite 300 Milpitas, CA 95035</p>		<p>The master agreement sets forth the terms and conditions under which NetRatings provides to the Debtors market research providing traffic metrics.</p>
<p>Rental Agreement (Broad Street Publishing, LLC)</p>	<p>Oak Systems, Inc. 460 D Veit Rd. Huntingdon Valley, PA 19006</p>		<p>The rental agreement sets forth the terms and conditions under which Oak Systems leases to the Debtors a certain mail system and scale.</p>
<p>Interactive Services and Content License Agreement (Philly Online, LLC)</p>	<p>eMinor Incorporated dba www.reverbnation.com 501 Washington St., Suite D Durham, NC 27701 Reverb Attn: Michael Doerberg 265 Canal St., Suite 10013 New York, NY 10013</p>	<p>October 14, 2008</p>	<p>The agreement sets forth the terms and conditions under which Reverb grants to the Debtors a license for certain music content and related services.</p>

<p>Master Agreement (Philadelphia Newspapers, LLC)</p>	<p>Sungard Availability Services LP 680 E. Swedesford Rd. Wayne, PA 19087</p>	<p>January 1, 2009</p>	<p>The master agreement sets forth the terms and conditions under which Sungard provides the Debtors with disaster recovery services for mainframe computer environment.</p>
<p>Color Comic Printing Agreement (as amended) (Philadelphia Newspapers, LLC)</p>	<p>Western Colorprint, Inc. 1600 Stout St., Suite 1520 Denver, CO 80202</p>	<p>June 15, 1991</p>	<p>The agreement sets forth the terms and conditions under which Western Colorprint provides the Debtors with color comics supplements.</p>
<p>Service Order Agreement (as amended) (Philadelphia Newspapers, LLC)</p>	<p>XO Communications 8851 Sandy Pkwy. Sandy, UT 84070</p>	<p>May 2006</p>	<p>The service order agreement sets forth the terms and conditions under which XO Communications provides local telephone services to the Debtors.</p>