

January 25, 2009

VIA ELECTRONIC MAIL

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Re: GateHouse Media Massachusetts I, Inc. v. The New York Times Co.,
1:08-cv-12114-WGY

This jointly prepared letter agreement (“Letter Agreement”) memorializes the central parameters of the resolution proposed during yesterday’s telephone conference, and further discussed this morning among GateHouse Media Massachusetts I, Inc., GateHouse Media, Inc. (collectively “GateHouse”) on the one hand, and The New York Times Company, Globe Newspaper Company, Inc. and Boston Globe Electronic Publishing, Inc. (“Defendants”) on the other hand, and the parties’ counsel relative to the above-captioned proceeding. By signing below, we are acknowledging that this letter correctly reflects our understanding, and both parties and their respective counsel will work in good faith and expeditiously to negotiate and enter into a formal written agreement (the “Definitive Agreement”) by Friday, January 30, 2009, it being understood that the following parameters are intended to be binding in any event and whether or not the Definitive Agreement is executed:

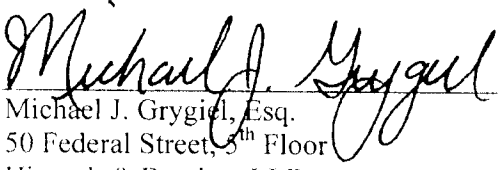
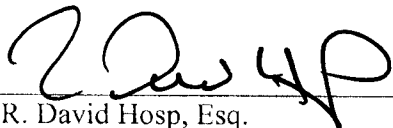
- (1) Pursuant to discussions between appropriate technical personnel of the respective parties, GateHouse will implement one or more commercially reasonable technological solutions (“Solution(s)”) intended to prevent Defendants’ copying of any original content from GateHouse’s websites and RSS feeds, including but not limited to its wickedlocal.com websites, which Defendants shall not directly or indirectly circumvent. To the extent that such Solution(s) are ineffective, GateHouse may notify Defendants in writing of the implementation of the Solution(s). If such a notification is received, Defendants shall acknowledge such notification and promptly refrain from any activity the Solution(s) was intended to prevent;
- (2) Defendants shall remove all GateHouse RSS feeds from the aggregation tool currently being used to copy and display GateHouse’s original headlines and ledes on boston.com’s yourtown websites, and shall refrain from accessing such feeds for so long as GateHouse maintains any Solution(s) described in paragraph (1) to this Letter Agreement;
- (3) Defendants shall take reasonable commercial steps to ensure that all headlines and ledes originally published by GateHouse that are or have been existing and

displayed on boston.com's yourtown websites, and all related source attributions, are removed from those websites and any related archives by no later than March 1, 2009. To the extent that such reasonable commercial steps are ineffective to remove such previously posted headlines and ledes, and GateHouse becomes aware of the presence of any such headlines and ledes still displayed on boston.com's yourtown websites, it may notify Defendants in writing to demand the removal of such headlines and ledes. Defendants shall promptly take reasonable commercial steps to comply with any such demands;

- (4) GateHouse agrees that, to the extent that Defendants in the future implement any similar Solution(s) as described in paragraph (1) of this Letter Agreement intended to prevent GateHouse's copying of any original content from Defendants' websites and RSS feeds, GateHouse shall not directly or indirectly circumvent such Solution(s). To the extent that such Solution(s) are ineffective, Defendants may notify GateHouse in writing of their implementation of the Solution(s). If such a notification is received, GateHouse shall acknowledge such notification and promptly refrain from any activity the Solution(s) was intended to prevent. Defendants have no present intent to implement such Solution(s);
- (5) Notwithstanding the above prohibitions, nothing shall prevent either party from linking or deep-linking to the other party's websites, provided that the terms and conditions set forth in this Letter Agreement and in the Definitive Agreement are otherwise fully complied with;
- (6) The terms of this Letter Agreement and the Definitive Agreement apply to all of GateHouse's and all of Defendants' publications on a national basis;
- (7) Each party will bear its own costs and attorneys' fees;
- (8) All claims and counter-claims filed or asserted, or that could have been filed or asserted, by the respective parties and their affiliates arising from the operative facts of this litigation will be dismissed and/or barred with prejudice;
- (9) The Definitive Agreement shall be made public in a mutually agreed upon manner. To the extent that no Definitive Agreement is reached, this Letter Agreement shall be made public in a mutually agreed upon manner;
- (10) A joint press release will be issued to announce the settlement, the language of which will be mutually agreed upon by the parties; and,
- (11) The parties to this Letter Agreement and the above referenced lawsuit may comment publicly regarding their own actions, intentions and understandings with respect to the above captioned proceeding, this Letter Agreement, and/or the Definitive Agreement. However, neither party shall refer to, specifically mention or comment on the other party in connection with any of the foregoing except in the context of the joint press release identified in paragraph (10) of this Letter

Agreement, or in the context of any other statement the language of which shall be mutually agreed upon by the parties. Neither party shall disparage the other with reference to the above referenced proceeding, the business operations giving rise to the proceeding, this Letter Agreement, or the Definitive Agreement.

ACKNOWLEDGED AND AGREED TO BY THE UNDERSIGNED ON BEHALF OF THE PARTIES:

<p>FOR PLAINTIFFS GATEHOUSE MEDIA MASSACHUSETTS I, INC., d/b/a GATEHOUSE MEDIA NEW ENGLAND, and GATEHOUSE MEDIA, INC.</p> <p>By:  Michael J. Grygiel, Esq. 50 Federal Street, 5th Floor Hiscock & Barclay, LLP Boston, MA 02110</p> <p>Dated: January 25, 2009</p>	<p>FOR DEFENDANTS THE NEW YORK TIMES COMPANY, GLOBE NEWSPAPER COMPANY, INC., AND BOSTON GLOBE ELECTRONIC PUBLISHING, INC., d/b/a BOSTON.COM</p> <p>By:  R. David Hosp, Esq. Goodwin Procter LLP Exchange Place Boston, MA 02109</p> <p>Dated: January 25, 2009</p>
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