

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

Heartland Publications, LLC, et al.,¹

Debtors.

Chapter 11

Case No. 09-14459 (KG)

Jointly Administered

Objection Deadline: April 9, 2010 at 4:00 p.m. (ET)

**NOTICE OF (I) POSSIBLE ASSUMPTION OF EXECUTORY CONTRACTS,
(II) FIXING OF CURE AMOUNTS IN CONNECTION THEREWITH, AND
(III) DEADLINE TO OBJECT THERETO**

PLEASE TAKE NOTICE that on February 4, 2010, the debtors and debtors in possession in the above-captioned cases (together, the “Debtors”) filed in the United States Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) the Motion for an Order (I) Approving Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject Plan, Including (A) Approving Form and Manner of Solicitation Procedures, (B) Approving Form and Notice of Confirmation Hearing, (C) Establishing Record Date, (D) Approving Procedures for Distribution of Solicitation Packages, (E) Approving Forms of Ballots, (F) Establishing Deadline for Receipt of Ballots, and (G) Approving Procedures for Vote Tabulations; (III) Establishing Deadline and Procedures for Filing Objections to (A) Confirmation of the Plan, and (B) Proposed Cure Amounts Related to any Contracts and Leases Potentially Assumed under the Plan; and (IV) Granting Related Relief (the “Motion”). Pursuant to the Motion, the Debtors sought Bankruptcy Court approval of, among other things, certain procedures for (i) determining Cure Amounts² for the Executory Contracts (each, an “Assumed Executory Contract,” and collectively, the “Assumed Executory Contracts”) to be assumed pursuant to the Joint Plan of Reorganization of Heartland Publications, LLC, et. al., Under Chapter 11 of the Bankruptcy Code (including all exhibits thereto and as the same may be amended, modified or supplemented from time to time, the “Plan”), and (ii) establishing a deadline for objections relating to the potential assumption of such agreements. On February 25, 2010, the Bankruptcy Court entered an order [Docket No. 150] (the “Order”) approving the Motion.

PLEASE TAKE FURTHER NOTICE that on the schedule attached hereto as Exhibit A (the “Cure Payment Schedule”), the Debtors have indicated the Proposed Cure Amounts that they believe must be paid to you, as the non-Debtor party to one or more of the Assumed Executory Contracts listed on the Cure Payment Schedule, to cure any and all defaults under the particular Assumed Executory Contract in the event the Debtors, in their sole discretion, determine to assume such agreements pursuant to the Plan.

PLEASE TAKE FURTHER NOTICE that the Debtors shall pay any Cure Amounts on the Effective Date of the Plan, or as soon as reasonably practicable thereafter, or at such other time as the Debtors and the parties to such Assumed Executory Contracts shall agree.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are Heartland Publications, LLC (5642) and Heartland Publications Holdings, LLC (5683). The mailing address for each of the Debtors is 1 West Main Street, Clinton, CT 06413.

² All capitalized terms used but not specifically defined herein shall have the meanings ascribed to them in the Motion or the Plan (as defined below), as applicable.

PLEASE TAKE FURTHER NOTICE that the non-Debtor parties to the Assumed Executory Contracts shall have until **April 9, 2010 at 4:00 p.m. (Eastern Time)** (the “Assumption Objection Deadline”) to object (a “Cure Objection”) in writing to the Proposed Cure Amounts for the Assumed Executory Contracts and to propose an alternative Cure Amount. The non-Debtor parties to the Assumed Executory Contracts shall file a Cure Objection regardless of whether or not such party has previously filed a proof of claim in the Debtors’ chapter 11 cases with respect to any amounts it alleges are due and owing under the applicable Assumed Executory Contract. Any Cure Objection shall: (i) be in writing; (ii) be filed with the Court on or before the Assumption Objection Deadline; (iii) conform with the Bankruptcy Rules and the Local Rules; (iv) set forth the name of the objecting party and the specific basis for the objection; (v) set forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the particular Assumed Executory Contract and/or any and all objections to the potential assumption of such Assumed Executory Contract, together with all documentation supporting such Cure Claim or other objection; and (vi) be served on the following parties on or before the Assumption Objection Deadline: (a) the U.S. Trustee, 844 King Street, Suite 2313, Wilmington, Delaware 19801, Attn: Jane M. Leamy, Esq.; (b) Young Conaway Stargatt & Taylor, LLP, The Brandywine Building, 1000 West Street, 17th Floor, Wilmington, Delaware, Attention: Robert S. Brady, Esq. and Edwin J. Harron, Esq., counsel for the Debtors; and (c) Sidley Austin, One South Dearborn Street, Chicago, Illinois 60603, Attention: Larry J. Nyhan, Esq. and Jessica C.K. Boelter, Esq., counsel to GECC.

PLEASE TAKE FURTHER NOTICE that if a Cure Objection is timely filed with respect to the Proposed Cure Amount for an Assumed Executory Contract, the Court shall hold a hearing at the Confirmation Hearing, or as otherwise agreed to by the parties or scheduled by the Court, to determine the amount of any disputed Cure Amount not settled by the parties.

PLEASE TAKE FURTHER NOTICE that in the event that no Cure Objection is timely filed with respect to a particular Assumed Executory Contract, the applicable counterparty to such Assumed Executory Contract shall be deemed to have consented to the Proposed Cure Amount (including amounts of compensation for actual pecuniary loss) for such agreement and shall be forever enjoined and barred from seeking from the Debtors and the Reorganized Debtors, including Reorganized Heartland, any additional amount on account of the Debtors’ cure obligations under section 365 of the Bankruptcy Code as it pertains to such Assumed Executory Contract.

PLEASE TAKE FURTHER NOTICE that if you agree with the assumption of your particular Assumed Executory Contract and the Proposed Cure Amount indicated for such agreement on the Cure Payment Schedule, you need not take any further action.

PLEASE TAKE FURTHER NOTICE that notwithstanding anything herein to the contrary, each contract and lease set forth on the Cure Payment Schedule will be assumed only to the extent that such contract or lease constitutes an actual Executory Contract. The listing of a contract or lease on the Cure Payment Schedule does not constitute an admission by the Debtors and the Reorganized Debtors, including Reorganized Heartland, that the contract or lease is an Executory Contract or that the Debtors and the Reorganized Debtors, including Reorganized Heartland, have any liability thereunder. The Confirmation Order will constitute an order of the Court approving the assumption and assignment of the Executory Contracts set forth on the Cure Payment Schedule as provided for by Section 7.2 of the Plan, pursuant to section 365 of the Bankruptcy Code, as of the Effective Date. The Debtors reserve the right, at any time prior to the Confirmation Hearing, to amend the Cure Payment Schedule to (a) delete any Executory Contract listed therein, thus providing for its rejection pursuant to Section 7.1 of the Plan or (b) add any Executory Contract thereto, thus providing for its assumption pursuant to Section 7.2 of the Plan, upon notice to the counterparty whose Executory Contract is being added to or deleted from the Cure Payment Schedule.

Dated: Wilmington, Delaware
March 26, 2010

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Justin H. Rucki

Robert S. Brady (No. 2847)
Edwin J. Harron (No. 3396)
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ATTORNEYS FOR DEBTORS
AND DEBTORS-IN-POSSESSION

EXHIBIT A

Cure Payment Schedule

COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	CURE AMOUNT
ANDREW BABB C/O MID-SOUTH MANAGEMENT CO. INC. 314 SOUTH PINE STREET, BLDG 100 SPARTANBURG, SC 29302	NON-COMPETE AGREEMENT 6/11/2007 - 6/10/2012	\$0.00
AVAYA 625 GRAND REGENCY BOULEVARD BRENDON, FL 33510	SERVICE AGREEMENT	\$0.00
BELL SOUTH TELECOMMUNICATIONS INC 3196 HWY 280 RM 307N BIRMINGHAM, AL 35243	BUSINESS DSL AGREEMENT LEASE TERM 8/1/2008 - 7/31/2010	\$0.00
CONSUMER TEXTILE CORPORATE 123 N 4TH PO BOX 1597 CLINTON, OK 73601	RENTAL AGREEMENT - PRESSMAN UNIFORMS	\$237.73
COOKE RENTALS 825WEST LEBANON STREET MT AIRY, NC 27030	COMMERCIAL SERVICE AGREEMENT LEASE TERM 7/1/2007 - 6/30/2012	\$205.60
CREEK LAND & TIMBER CO, LLC 123 EAST MARTIN STREET, SUITE 600 WADESBORO, NC 28170	COMMERCIAL LEASE AGREEMENT	\$0.00
CSX TRANSPORTATION, INC 500 WATER STREET JACKSONVILLE, FL 32202	COMMERCIAL LEASE AGREEMENT	\$180.00
D BELP PROPERTIES LLC 350 MAIN STREET MADISON, WV 25130	COMMERCIAL LEASE AGREEMENT	\$0.00
DELTA COM 7037 OLD MADISON PIKE HUNTSVILLE, AL 35806	TELEPHONE SERVICE AGREEMENT - PIKENS	\$151.04
DELTACOM 7037 OLD MADISON PIKE HUNTSVILLE, AL 35806	TELEPHONE SERVICE AGREEMENT - EASLEY LEASE TERM 2/1/2007 - 1/31/2012	\$0.00
DWIGHT D. EMBRY AND TAMMY A EMBRY 111 WOODLAWN DRIVE LEITCHFIELD, KY 42754	COMMERCIAL LEASE AGREEMENT LEASE TERM 11/1/2007 - 10/31/2010	\$0.00
FIBERNET 211 LEON SULLIVAN WAY CHARLESTON, WV 25301	SERVICE AGREEMENT - WILLIAMSON, PINEVILLE, GILBERT	\$0.00
GDS - BOONE 300 BROOKHOLLOW ROAD BOONE, NC 28607	RESIDENTIAL SERVICE AGREEMENT	\$37.98
HASLER MAILING SYSTEMS AND SOLUTIONS 478 WHEELERS FARMS ROAD MILFORD, CT 06461	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE TN151) LEASE TERM 2/12/2009-2/11/2010	\$0.00
HASLER MAILING SYSTEMS AND SOLUTIONS 478 WHEELERS FARMS ROAD MILFORD, CT 06461	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE) LEASE TERM 2/12/2009-2/11/2010	\$0.00
HASLER MAILING SYSTEMS AND SOLUTIONS 478 WHEELERS FARMS ROAD MILFORD, CT 06461	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE) LEASE TERM 2/12/2009-2/11/2010	\$0.00
JAMES H CLARK, JR. 135 TRADD ROAD GEORGETOWN, SC 29440	COMMERCIAL LEASE AGREEMENT LEASE TERM 3/5/2009-3/4/2010	\$0.00
KENNY RAY MELTON PO BOX 176 HILLSVILLE, VA 24343	COMMERCIAL LEASE AGREEMENT LEASE TERM 2/18/2009-2/17/2010	\$0.00

COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	CURE AMOUNT
MATCHBIN, INC. 420 WEST 1500 S. SUITE 200 BOUNTIFUL, UT 84010	WEBSITE HOSTING AGREEMENT LEASE TERM 3/18/2009-3/17/2010	\$0.00
MEDIASPACE MEDIA SOFTWARE 333 JACKSON PLAZA ANN ARBOR, MI 48103	SERVICE, SUPPORT CONTRACT FOR ADVERTISING AND CIRCULATION SOFTWARE LEASE TERM 3/18/2009-3/4/2010	\$0.00
NEOPOST PO BOX 45800 SAN FRANCISCO, CA 94145-0800	EQUIPMENT RENTAL (POSTAGE METER 60270664-2262982 #344539) LEASE TERM 9/30/2009-9/29/2010	\$168.54
NEOPOST PO BOX 988 SIKESTON, MO 63801	EQUIPMENT RENTAL AGREEMENT (POSTAGE METER 60270664-2262982 #344544) LEASE TERM 9/27/2009-9/26/2010	\$0.00
NEOPOST PO BOX 45800 SAN FRANCISCO, CA 94145-0800	EQUIPMENT RENTAL AGREEMENT (POSTAGE METER 60270664-2262982 #344545) 1/28/2010	\$0.00
NEOPOST PO BOX 45800 SAN FRANCISCO, CA 94145-0800	EQUIPMENT RENTAL AGREEMENT (POSTAGE METER 60270664-2262982 #344549) 6/11/2007 - 6/10/2010	\$0.00
NEOPOST PO BOX 45800 SAN FRANCISCO, CA 94145-0800	EQUIPMENT RENTAL AGREEMENT (POSTAGE METER 60270664-2262982 #345069) 11/30/2005	\$0.00
NEOPOST PO BOX 45800 SAN FRANCISCO, CA 94145-0800	EQUIPMENT RENTAL AGREEMENT (POSTAGE METER 60270664-2262982 #345077) LEASE TERM 2/1/2009 - 1/31/2013	\$0.00
NEOPOST PO BOX 45800 SAN FRANCISCO, CA 94145-0800	EQUIPMENT RENTAL AGREEMENT (POSTAGE METER 60270664-2262982 #348579) SERVICE TERM 12/14/2005 - 12/13/2007	\$0.00
NEOPOST PO BOX 45800 SAN FRANCISCO, CA 94145-0800	EQUIPMENT RENTAL AGREEMENT (POSTAGE METER 60270664-2262982 #348581) SERVICE TERM 1/29/2010 - 1/28/2013	\$0.00
NEOPOST PO BOX 45800 SAN FRANCISCO, CA 94145-0800	EQUIPMENT RENTAL AGREEMENT (POSTAGE METER 60270664-2262982 #H8847936) 6/26/2008	\$0.00
NEOPOST PO BOX 45800 SAN FRANCISCO, CA 94145-0800	EQUIPMENT RENTAL AGREEMENT (POSTAGE METER 60270664-2262982 #L8848129) 12/1/2008 - 11/30/2010	\$0.00
NEWSGEN INC. 15560 GOLDEN RIDGE CHESTERFIELD, MO 63017	EDITORIAL SOFTWARE LICENSE AGREEMENT	\$0.00
OFFICE VALUE INC 300 SOUTH WILSON AVENUE DUNN, NC 28334	SERVICE AGREEMENT 10/1/2007 - 9/2010	\$117.28
OTIS ONE FARM SPRINGS FARMINGTON, CT 06032	SERVICE AGREEMENT - ELEVATOR LEASE TERM 1/1/2008 - 12/31/2012	\$0.00
PHILILIS B. DECAPP C/O MID-SOUTH MANAGEMENT CO. INC. 314 SOUTH PINE STREET, BLDG 100 SPARTANBURG, SC 29302	NON-COMPETE AGREEMENT LEASE TERM 9/20/2004 - 9/19/2010	\$0.00
POINT TO POINT ACCESS.COM, INC. 280 TRUMBULL STREET HARTFORD, CT 06103	INTERNET SERVICES (T-1 LINE) AGREEMENT 2/1/2009	\$0.00
PREMIER REAL ESTATE SERVICES, LLC PO BOX 302 GUILFORD, CT 06437	COMMERCIAL LEASE AGREEMENT SERVICE TERM 8/1/2008 - 7/31/2009	\$0.00

COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION	CURE AMOUNT
QUANTUM COMPUTERS LLC 1976 NC HIGHWAY 163 WEST JEFFERSON, NC 28694	SERVICE AGREEMENT SERVICE TERM 12/17/2008 - 12/16/2011	\$0.00
RUMPIKE CONSOLIDATED COMPANIES 190 PRIVATE DRIVE 1533 IRONTON, OH 45538	COMMERCIAL SERVICE AGREEMENT	\$1,004.74
RUMPIKE CONSOLIDATED COMPANIES 2 AW LONG ROAD WELLSTON, OH 45692	COMMERCIAL SERVICE AGREEMENT 7/1/2009 - 6/30/2011	\$0.00
SHOOM INC. 4640 LANKERSHIM BOULEVARD, SUITE 511 LOS ANGELES, CA 91602	E-TEAR SHEETS AGREEMENT 5/7/2009 - 5/6/2012	\$0.00
THE ASSOCIATED PRESS 450 WEST 33RD STREET NEW YORK, NY 10001	AP ONLINE VIDEO NETWORK AGREEMENT 1/9/2010 - 1/9/2011	\$0.00
THE ASSOCIATED PRESS 450 WEST 33RD STREET NEW YORK, NY 10001	LOCAL AFFILIATED LICENSE AGREEMENT 8/26/2008 - 8/25/2011	\$0.00
THE BROWN PUBLISHING COMPANY 10222 ALLIANCE ROAD CINCINNATI, OH 45242	NON-COMPETE AGREEMENT MONTH TO MONTH	\$0.00
THEODORE AND DOROTHY VALLAS 906 HO AND ROAD FUQUAY-VARINA, NC 27526	COMMERCIAL LEASE AGREEMENT 11/1/2007 - 11/1/2012	\$0.00
TIME WARNERCABLE 3140 W. ARROWOOD RD CHARLOTTE, NC 28273	TELEPHONE, CABLE AGREEMENT - ROCKINGHAM 4/30/2009 - 4/29/2010	\$329.95
VERIZON WILLIAMSON, WV	BUSINESS DSL AGREEMENT 6/23/2009 - 6/22/2012	\$0.00
WASTE CONNECTIONS OF CAROLINA 1010 ROGERS BRIDGE ROAD DUNCAN, SC 29334	COMMERCIAL SERVICE AGREEMENT 12/2/2008 - 12/1/2011	\$0.00
WASTE MANAGEMENT OF THE CAROLINAS SANFORD HAULING 390 INNOVATION WAY WELLFORD, SC 29385-8900	COMMERCIAL SERVICE AGREEMENT	\$0.00
WASTE MANAGEMENT OF THE CAROLINAS FAYETTEVILLE HAULING 390 INNOVATION WAY WELLFORD, SC 29385-8900	COMMERCIAL SERVICE AGREEMENT 2/1/2010 - 4/30/2010	\$0.00
		\$2,432.86