

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

In re:	Chapter 11
Heartland Publications, LLC, <u>et al.</u> , <sup>1</sup>	Case No. 09-14459 (KG)
Debtors.	Jointly Administered
	Objection Deadline: April 9, 2010 at 4:00 p.m. (ET)

**NOTICE OF REJECTED EXECUTORY CONTRACTS UNDER THE DEBTORS' JOINT PLAN  
OF REORGANIZATION OF HEARTLAND PUBLICATIONS, LLC, ET AL.,  
UNDER CHAPTER 11 OF THE BANKRUPTCY CODE**

**PLEASE TAKE NOTICE** that, on January 6, 2010, the Debtors filed the Debtors' Joint Plan of Reorganization of Heartland Publications, LLC, et al., Under Chapter 11 of the Bankruptcy Code [Docket No. 72] (including all exhibits thereto and as the same may be amended, modified or supplemented from time to time, the "Plan").<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that, pursuant to Section 7.1 of the Plan, on the Effective Date, pursuant to section 365 of the Bankruptcy Code, the Debtors will reject each of the Executory Contracts listed on Schedule 7.1 of the Plan; provided, however, that the Debtors reserve the right, at any time prior to the Effective Date, to amend Schedule 7.1 to (a) delete any Executory Contract listed therein, thus providing for its assumption pursuant to Section 7.2 of the Plan or (b) add any Executory Contract thereto, thus providing for its rejection pursuant to Section 7.1 of the Plan. Each contract and lease listed on Schedule 7.1 will be rejected only to the extent that such contract or lease constitutes an Executory Contract. Entry of the Confirmation Order by the Bankruptcy Court will constitute approval of such rejections pursuant to section 365 of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as Exhibit A is a list (the "Rejection Schedule") of the Executory Contracts included on Schedule 7.1 to the Plan that the Debtors expect will be rejected as of the Effective Date.

**PLEASE TAKE FURTHER NOTICE** that if the rejection of any Executory Contract under the Plan gives rise to a Claim by the non-Debtor party or parties to such Executory Contract, such Claim, to the extent that it is timely filed and is an Allowed Claim, shall be classified in Class 5 under the Plan, as appropriate; provided, however, that the Unsecured Claim arising from such rejection shall be forever barred and shall not be enforceable against the Debtors, Reorganized Heartland, their successors or properties, unless a proof of such Claim is filed and served on Reorganized Heartland within thirty (30) days after the date of notice of the entry of the Confirmation Order.

**PLEASE TAKE FURTHER NOTICE** that any party wishing to object to the rejection of any Executory Contract included on the Rejection Schedule shall have until **April 9, 2010 at 4:00 p.m. (Eastern Time)** (the "Objection Deadline") to object (a "Rejection Objection") in writing to the proposed rejection. Any Rejection Objection shall: (i) be in writing; (ii) be filed with the Court on or before the

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<sup>1</sup> 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.

<sup>2</sup> All terms not otherwise defined herein shall be given the meanings ascribed to them in the Plan.

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; 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 the Debtors reserve the right, to the extent permitted by law, to amend the Rejection Schedule to delete any Executory Contract therefrom or add any Executory Contract thereto. Listing an Executory Contract on the Rejection Schedule shall not constitute an admission by the Debtors or the Reorganized Debtors that such Executory Contract is an executory contract or unexpired lease or that the Debtors or the Reorganized Debtors have any liability thereunder.

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)  
Kenneth J. Enos (No. 4544)  
Robert F. Poppiti, Jr. (No. 5052)  
Justin H. Rucki (No. 5304)  
The Brandywine Building  
1000 West Street, 17th Floor  
Wilmington, DE 19801  
Telephone: (302) 571-6600  
Facsimile: (302) 571-1253

ATTORNEYS FOR DEBTORS  
AND DEBTORS-IN-POSSESSION

**EXHIBIT A**

COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION
GE CAPITAL PO BOX 740434 ATLANTA, GA 30374-0434	EQUIPMENT LEASE AGREEMENT (COPIER CANNON IR2200)
GREAT AMERICAN LEASING PO BOX 660831 DALLAS, TX 75266-0831	EQUIPMENT LEASE AGREEMENT (COPIER LANIER LD425) TERM #025-0433670
GREAT AMERICAN LEASING PO BOX 660831 DALLAS, TX 75266-0831	EQUIPMENT LEASE AGREEMENT (COPIER LANIER LD425) TERM #025-0433672
GREAT AMERICAN LEASING PO BOX 660831 DALLAS, TX 75266-0831	EQUIPMENT LEASE AGREEMENT (PRINTER KYOCERA FS4000DN) TERM #025-043182
GREAT AMERICAN LEASING PO BOX 660831 DALLAS, TX 75266-0831	EQUIPMENT LEASE AGREEMENT (PRINTER KYOCERA FS9120DN) TERM #015-035013
IKON FINANCIAL SERVICES PO BOX 9115 MACON, GA 31208-9115	EQUIPMENT LEASE AGREEMENT (COPIER RICOH AF 3035) LEASE TERM 4/7/2006 - 4/6/2010
LARRY A. ALLEN MAIN STREET PROPERTIES 205 EAST MAIN STREET PICKENS, SC 29671	COMMERCIAL LEASE AGREEMENT LEASE TERM 5/1/2006 - 4/30/2011
LEADING LADY COMPANY 814 SEVENTH STREET PORTSMOUTH, OH 45662	COMMERCIAL LEASE AGREEMENT LEASE TERM 9/1/2006 - 8/31/2011
LEE OFFICE EQUIPMENT INC 213 E BROADWAY ALTUS, OK 73521	SERVICE AGREEMENT - COPIER LEASE TERM 2/18/2009-2/17/2010
MILL MEADOW DEVELOPMENT, LLC 4 WATER STREET PO BOX 450 CHESTER, CT 06412	COMMERCIAL LEASE AGREEMENT LEASE TERM 9/1/2005 - 8/31/2010
PARADE PUBLICATIONS, INC. 711 THIRD AVENUE NEW YORK, NY 10017	CONTENT AGREEMENT 1/27/2007 - 1/6/2013
PITNEY BOWES GLOBAL FINANCIAL SERVICES PO BOX 856460 LOUISVILLE, KY 40285-6460	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE 107953)
PITNEY BOWES GLOBAL FINANCIAL SERVICES PO BOX 856460 LOUISVILLE, KY 40285-6460	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE 2173278)
PITNEY BOWES GLOBAL FINANCIAL SERVICES PO BOX 856460 LOUISVILLE, KY 40285-6460	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE 2268027)
PITNEY BOWES GLOBAL FINANCIAL SERVICES PO BOX 856460 LOUISVILLE, KY 40285-6460	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE 2827848)
PITNEY BOWES GLOBAL FINANCIAL SERVICES PO BOX 856460 LOUISVILLE, KY 40285-6460	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE 3023679)
PITNEY BOWES GLOBAL FINANCIAL SERVICES PO BOX 856460 LOUISVILLE, KY 40285-6460	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE 3097037)
PITNEY BOWES GLOBAL FINANCIAL SERVICES PO BOX 856460 LOUISVILLE, KY 40285-6460	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE 8210727)

COUNTERPARTY NAME AND ADDRESS	CONTRACT DESCRIPTION
PITNEY BOWES GLOBAL FINANCIAL SERVICES PO BOX 856460 LOUISVILLE, KY 40285-6460	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE 8358062)
PITNEY BOWES GLOBAL FINANCIAL SERVICES PO BOX 856460 LOUISVILLE, KY 40285-6460	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE 903810)
PITNEY BOWES GLOBAL FINANCIAL SERVICES PO BOX 856460 LOUISVILLE, KY 40285-6460	EQUIPMENT LEASE AGREEMENT (MAIL MACHINE 9038100)
RICHO AMERICAS CORPORATION PO BOX 6434 CAROL STREAM, IL 60197	EQUIPMENT LEASE AGREEMENT (COPIER RICHO 3235) 2/6/2008 - 2/5/2012
RICHO AMERICAS CORPORATION 5 DEDRICK PLACE WEST CALDWELL, NJ 07006	EQUIPMENT LEASE AGREEMENT (COPIER) LEASE TERM 3/1/2009-2/28/2012
RICHO AMERICAS CORPORATION 5 DEDRICK PLACE WEST CALDWELL, NJ 07006	EQUIPMENT LEASE AGREEMENT (COPIER) LEASE TERM 3/1/2009-2/28/2012
SOUTHERN RAILWAY COMPANY PO BOX 116944 ATLANTA, GA 30368	COMMERCIAL LEASE AGREEMENT LEASE TERM 3/31/2005 - 3/30/2010
SPIRIT 2001 ARLINGATE LANE COLUMBUS, OH 43228	SERVICE AGREEMENT 8/9/2006-8/9/2011
TOSHIBA FINANCIAL SERVICES PO BOX 436357 LOUISVILLE, KY 40253-6357	EQUIPMENT LEASE AGREEMENT (COPIER C STUDIO 230)
UNIFIRST COMPANY 4100 TERANCE AVENUE HUNTINGTON, WV 25705	SERVICE AGREEMENT 11/1/2009 - 10/30/2010
UNITED MEDIA 200 MADISON AVENUE NEW YORK, NY 10016	SERVICE AGREEMENT 6/23/2009 - 6/22/2012
USA WEEKLY 7950 JONES BRANCH DRIVE MCLEAN, VA 22107	CONTENT AGREEMENT 10/9/1988 - 12/29/2013
WELLS FARGO FINANCIAL LEASING PO BOX 6434 CAROL STREAM, IL 60197	EQUIPMENT LEASE AGREEMENT (COPIER KYOCERA MODEL 3050) 6/27/2006 - 6/26/2010
XEROX CAPITAL SERVICES, LLC PO BOX 660502 DALLAS, TX 75266	EQUIPMENT LEASE AGREEMENT (COPIER 5818)
XEROX CAPITAL SERVICES, LLC PO BOX 660502 DALLAS, TX 75266	EQUIPMENT LEASE AGREEMENT (COPIER 5818)
XEROX CAPITAL SERVICES, LLC PO BOX 660502 DALLAS, TX 75266	EQUIPMENT LEASE AGREEMENT (COPIER DC430C)
XEROX CAPITAL SERVICES, LLC PO BOX 660502 DALLAS, TX 75266	EQUIPMENT LEASE AGREEMENT (COPIER DC430S) 3/6/2006 - 3/5/2010
XEROX CAPITAL SERVICES, LLC PO BOX 660502 DALLAS, TX 75266	EQUIPMENT LEASE AGREEMENT (COPIER WCP2128) 8/21/2006 - 8/20/2011