

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

**In re:**

**FREEDOM COMMUNICATIONS  
HOLDINGS, INC., *et al.***

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 09-13046 (BLS)**

**Jointly Administered**

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**ORDER CONFIRMING JOINT PLAN OF REORGANIZATION UNDER  
CHAPTER 11, TITLE 11, UNITED STATES CODE OF  
FREEDOM COMMUNICATIONS HOLDINGS, INC., ET AL., DEBTORS**

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A HEARING HAVING BEEN HELD BY THE COURT on March 9, 2010 (the “Confirmation Hearing”), to consider confirmation of the Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated January 28, 2010 [Docket No. 986] (as modified, the “Plan”),<sup>2</sup> proposed by

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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: Freedom Communications Holdings, Inc. (2814); Freedom Communications, Inc. (0750); Freedom Broadcasting, Inc. (0025); Freedom Broadcasting of Florida, Inc. (6581); Freedom Broadcasting of Florida Licensee, L.L.C. (1198); Freedom Broadcasting of Michigan, Inc. (6110); Freedom Broadcasting of Michigan Licensee, L.L.C. (1122); Freedom Broadcasting of New York, Inc. (6522); Freedom Broadcasting of New York Licensee, L.L.C. (9356); Freedom Broadcasting of Oregon, Inc. (7291); Freedom Broadcasting of Oregon Licensee, L.L.C. (9295); Freedom Broadcasting of Southern New England, Inc. (7274); Freedom Broadcasting of Southern New England Licensee, L.L.C. (1177); Freedom Broadcasting of Texas, Inc. (2093); Freedom Broadcasting of Texas Licensee, L.L.C. (1147); Freedom Broadcasting of Tennessee, Inc. (7961); Freedom Broadcasting of Tennessee Licensee, L.L.C. (9430); Freedom Magazines, Inc. (0328); Freedom Metro Information, Inc. (1604); Freedom Newspapers, Inc. (3240); Orange County Register Communications, Inc. (7980); OCR Community Publications, Inc. (9752); OCR Information Marketing, Inc. (7983); Appeal-Democrat, Inc. (4121); Florida Freedom Newspapers, Inc. (4227); Freedom Arizona Information, Inc. (5796); Freedom Colorado Information, Inc. (7806); Freedom Eastern North Carolina Communications, Inc. (5563); Freedom Newspapers of Illinois, Inc. (2222); Freedom Newspapers of Southwestern Arizona, Inc. (5797); Freedom Shelby Star, Inc. (8425); Illinois Freedom Newspapers, Inc. (8308); Missouri Freedom Newspapers, Inc. (8310); Odessa American (7714); The Times-News Publishing Company (0230); Victor Valley Publishing Company (6082); Daily Press (3610); Freedom Newspaper Acquisitions, Inc. (4322); The Clovis News-Journal (5820); Freedom Newspapers of New Mexico L.L.C. (5360); Gaston Gazette LLP (4885); Lima News (6918); Porterville Recorder Company (7735); Seymour Tribune Company (7550); Victorville Publishing Company (7617); Freedom Newspapers (7766); The Creative Spot, L.L.C. (2420); Freedom Interactive Newspapers, Inc. (9343); Freedom Interactive Newspapers of Texas, Inc. (8187); Freedom Services, Inc. (3125). The address for Freedom Communications Holdings, Inc. and certain other Debtors is 17666 Fitch, Irvine, California 92614.

<sup>2</sup> Capitalized terms used herein without definition have the meanings provided for in the Plan. In addition, any term used in the Plan or this Order that is not defined in the Plan or this Order, but that is used in the Bankruptcy Code or the Bankruptcy Rules, shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules.

Freedom Communications Holdings, Inc. and its affiliated debtors in the above-captioned jointly administered cases (the “Debtors” or, as reorganized pursuant to the Plan, the “Reorganized Debtors”);

IT APPEARING TO THE COURT that the Plan represents a consensus among the Debtors, the Steering Committee Members, the Creditors’ Committee and the Gonzalez Class Counsel;

IT FURTHER APPEARING TO THE COURT that the Disclosure Statement with Respect to Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated January 28, 2010 (the “Disclosure Statement”) has been previously approved by the Court, pursuant to the Order (i) Approving Disclosure Statement, (ii) Determining Dates, Procedures and Forms Applicable to Solicitation Process, (iii) Establishing Vote Tabulation Procedures, (iv) Establishing Objection Deadline and Scheduling Hearing to Consider Confirmation of Plan, and (v) Approving Plan Procedure for Assuming Contracts and Leases, dated January 22, 2010 [Docket No. 962] (the “Disclosure Statement Order”);

IT FURTHER APPEARING TO THE COURT that solicitation and noticing procedures with respect to the Plan have been approved by the Court, pursuant to the Disclosure Statement Order, and that such procedures have been followed as set forth in the Declaration of Kathleen M. Logan Certifying Voting on, and Tabulation of, Ballots Accepting and Rejecting Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated March 5, 2010 [Docket No. 1125] (the “Logan Declaration”);

IT FURTHER APPEARING TO THE COURT that the Debtors have filed with the Court (a) a Plan Supplement Pursuant to Section 11.15 of the Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al.,

Debtors, dated February 24, 2010 [Docket No. 1087] (the “February 24 Plan Supplement”), together with a Notice of Revisions to Certain Forms Contained in Plan Supplement Pursuant to Section 11.15 of the Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated March 8, 2010 [Docket No. 1140] (the “Plan Supplement Revisions”), containing the forms, or where applicable the revised forms, of the Term A Facility, the Term B Facility, the InterCreditor Agreement, the New Freedom Charter, the New Freedom By-Laws, the New Equity Incentive Plan, the New Stockholders Agreement, the Registration Rights Agreement, the Existing Lender Warrant Agreement, the Broadcast Trust Agreement, the Local Marketing Agreement, the Litigation Trust Agreement, and the Confidentiality and Common Interest Agreement and (b) an Addendum to Plan Supplement Pursuant to Section 11.15 of the Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated March 3, 2010 [Docket No. 1106] (the “March 3 Plan Supplement;” the February 24 Plan Supplement, the Plan Supplement Revisions and the March 3 Plan Supplement together, the “Plan Supplement”), containing the commitment letter and term sheet for the Exit Facility (all documents contained in the Plan Supplement collectively, the “Plan Documents”);

IT FURTHER APPEARING TO THE COURT that various filing requirements contained in the Plan have been satisfied by the filing of (a) the Notice of Designation of Directors Pursuant to Section 5.7(a) of Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated February 24, 2010 [Docket No. 1085] (the “Directors Designation”); (b) the Notice of Designation of Broadcast Trustee Pursuant to Section 5.16(g) of Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated February 24, 2010 [Docket No. 1086] (the “Broadcast Trustee Designation”); (c) the Notice of Designation of Litigation Trustee Pursuant to Section 5.17(g) of Joint Plan of Reorganization

Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated February 24, 2010 [Docket No. 1081] (the “Litigation Trustee Designation”); (d) the Notice of Designation of Disbursing Agent Pursuant to Section 7.3(a) of Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated February 24, 2010 [Docket No. 1084] (the “Disbursing Agent Designation”); and (e) the Notice of Treatment Option Applicable to Holders of Class A3 Other Secured Claims Pursuant to Section 3.2(c) of Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated February 26, 2010 [Docket No. 1092] (the “Class A3 Treatment Notice”);

IT FURTHER APPEARING TO THE COURT that the Debtors have proposed certain modifications to the Plan as set forth in (a) the First Modification to Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated February 24, 2010 [Docket No. 1083] (the “First Modification”) and (b) the Second Modification to Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated March 8, 2010 [Docket No. 1141] (the “Second Modification,” together with the First Modification, the “Modifications”);

IT FURTHER APPEARING TO THE COURT that the deadline for filing objections to the Plan has passed and that objections have been filed by (a) Maricopa County (which objection was subsequently withdrawn), (b) the United States, (c) the Acting United States Trustee (UST) for Region 3 and (d) certain Texas Tax Jurisdictions (which objection was subsequently withdrawn);

IT FURTHER APPEARING TO THE COURT that the deadline for casting ballots to accept or reject the Plan has passed and that the results of voting have been certified by Logan & Company, Inc., acting as voting agent, as set forth in the Logan Declaration;

IT FURTHER APPEARING TO THE COURT that (a) the Debtors have filed a Memorandum of Law in Support of Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, as Modified, dated March 5, 2010 [Docket No. 1124] (the "Confirmation Brief"), a Declaration of Mark A. McEachen in Support of Confirmation of Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, as Modified, dated March 5, 2010 [Docket No. 1127] (the "McEachen Declaration"), and a Declaration of Lee Ann Gliha in Support of Confirmation of Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, as Modified, dated March 5, 2010 [Docket No. 1126] (the "Gliha Declaration"), (b) the Debtors have presented testimony, evidence and argument of counsel in support of confirmation of the Plan, and (c) that additional testimony, evidence or argument of counsel has been presented by other parties in interest;

NOW, THEREFORE, based upon the Court's review of (a) the Disclosure Statement, (b) the Plan, (c) the Plan Documents, (d) the Modifications, (e) the Directors Designation, the Broadcast Trustee Designation, the Litigation Trustee Designation, the Disbursing Agent Designation and the Class A3 Treatment Notice, (e) the Confirmation Brief, (f) the McEachen Declaration, (g) the Gliha Declaration, (h) the Logan Declaration, (i) the unresolved objections to confirmation of the Plan, (j) all of the evidence proffered or adduced at, filings in connection with, and arguments of counsel made at, the Confirmation Hearing, and (k) the entire record of the Chapter 11 Cases; and after due deliberation thereon and good cause appearing therefor, and for the reasons set forth on the record at the Confirmation Hearing,

IT IS HEREBY FOUND AND DETERMINED THAT.<sup>3</sup>

A. Jurisdiction; Venue; Core Proceeding. The Court has jurisdiction over the Chapter 11 Cases pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L) over which the Court has exclusive jurisdiction.

B. Judicial Notice. The Court takes judicial notice of the docket of the Chapter 11 Cases maintained by the Clerk of the Court and/or its duly-appointed agent, including, without limitation, all pleadings and other documents filed with, all orders entered by, and all evidence and argument made, proffered or adduced at the hearings held before the Court during the pendency of the Chapter 11 Cases.

C. Transmittal and Mailing of Solicitation Materials and Notices. The solicitation materials and notices prescribed by the Disclosure Statement Order were served in compliance with the Disclosure Statement Order, and such service was appropriate and sufficient. Supplemental notice of the Confirmation Hearing was provided by publication as required by the Disclosure Statement Order. Appropriate and sufficient notice of the Confirmation Hearing and the other deadlines and matters required to be noticed pursuant to the Disclosure Statement Order was given in compliance with the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order, and no other or further notice is or shall be required.

D. Adequacy of Solicitation Procedures. All procedures used to distribute the solicitation materials to the appropriate Creditors entitled to vote on the Plan and to tabulate the ballots returned by Creditors were fair and were conducted in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Disclosure Statement Order. Votes for acceptance or rejection of the Plan were solicited and cast in good faith, and only after transmittal of a disclosure statement containing adequate information, and otherwise in compliance with 11 U.S.C. §§ 1125 and 1126 and Fed. R. Bankr. P. 3017 and 3018.

E. Good Faith Solicitation -- 11 U.S.C. § 1125(e). The Debtors, the Existing Lenders, the Existing Lender Agent, the Creditors' Committee, and the respective current or former members, directors, officers, employees, advisors, attorneys, professionals, agents, partners, stockholders, or affiliates of the foregoing (but solely in their respective capacities as such), have acted in good faith within the meaning of 11 U.S.C. §§ 1125(e) and 1129(a)(3), and in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Disclosure Statement Order in connection with all of their respective activities relating to the solicitation of acceptances of the Plan and their participation in the activities described in 11 U.S.C. § 1125 (including letters of support in favor of the Plan), and are entitled to the protections afforded by 11 U.S.C. § 1125(e) and, to the extent applicable, the exculpation and injunctive provisions set forth in Section 11.12 of the Plan.

F. Separate Classes and Sub-Classes for Encumbered Debtors and Unencumbered Debtors. The Plan does not propose to substantively consolidate the Debtors. Thus, the Plan separately classifies the Claims against and Interests in the Encumbered Debtors (A1 through

<sup>3</sup> The findings of fact and the conclusions of law stated in this Confirmation Order shall constitute findings of fact and conclusions of law pursuant to Fed. R. Bankr. P. 7052, made applicable to the proceeding by Fed. R. Bankr. P. 9014. To the extent any finding of fact shall be determined to be a conclusion of law, it shall be so deemed, and to the extent any conclusion of law shall be determined to be a finding of fact, it shall be so deemed.

A11) and the Claims against and Interests in the Unencumbered Debtors (B1 through B5), and certain of the Classes contain sub-Classes by Debtors or by Claim. Certain of the Classes or sub-Classes of Claims against and Interests in the Encumbered Debtors are Impaired under and entitled to vote on the Plan. None of the Classes of Claims against and Interests in the Unencumbered Debtors are Impaired and entitled to vote on the Plan.

G. Impaired Classes that have Voted to Accept or Reject the Plan. Classes A2, the various sub-Classes of Class A3, the various sub-Classes of Class A4, Class A5, and the various sub-Classes of Class A7 are each Impaired under and entitled to vote on the Plan. As evidenced by the Logan Declaration, which certified both the method and results of the voting, with the exception of three sub-Classes in Class A3 and one sub-Class in Class A7, all Classes and sub-Classes have voted to accept the Plan pursuant to the requirements of 11 U.S.C. §§ 1124 and 1126. Thus, at least one Impaired Class of Claims against each of the Encumbered Debtors has voted to accept the Plan.

H. Classes Deemed to Accept Plan. With respect to Classes of Claims against and Interests in the Encumbered Debtors, Class A1 is Unimpaired under the Plan. With respect to Classes of Claims against and Interests in the Unencumbered Debtors, Classes B1, B2 (and each sub-Class thereof), B3 (and each sub-Class thereof), B4, and B5 are Unimpaired under the Plan. Pursuant to 11 U.S.C. § 1126(f), holders of such Unimpaired Claims and Unimpaired Interests are conclusively presumed to have accepted the Plan. As to the three sub-Classes in Class A3 that voted to reject the Plan, the Other Secured Claims of the rejecting claimants will be Reinstated under the Plan, as set forth in the Class A3 Treatment Notice, and, therefore, the votes of such rejecting claimants should not be counted and the holders of such Claims should be deemed to have accepted the Plan.

I. Classes Deemed to Reject Plan. Holders of Claims in Class A8 and Interests in Classes A10 and A11 are not entitled to receive or retain any property under the Plan. Pursuant to 11 U.S.C. § 1126(g), such holders are deemed to have rejected the Plan.

J. Compromises and Settlements Embodied in Plan. The Plan represents a compromise and settlement agreed to among the Debtors, the Existing Lender Agent (in consultation with the Steering Committee Members), the Creditors' Committee, and the Gonzalez Class Counsel (for themselves and on behalf of the holders of the Gonzalez Litigation Claims), as to a myriad of significant and complex issues in dispute in the Chapter 11 Cases, including, without limitation, the following: (i) allegations against the Existing Lenders of aiding and abetting a breach of fiduciary duty, avoidance and recovery of \$160 million in alleged wrongful prepetition transfers (as insiders of the Debtors), and avoidance as a fraudulent transfer of the Liens granted to the Existing Lenders as part of the recapitalization that occurred in 2004; (ii) objection by the Creditors' Committee to the fees sought by Houlihan for its services as financial advisor to the Debtors; (iii) disputes over the merits and amount of the Gonzalez Litigation Claims, (iv) means for addressing the allegations against the Debtors' directors and officers; (v) extent of the Existing Lenders' rights as secured or undersecured Creditors and whether any unencumbered value was available for unsecured Creditors of the Encumbered Debtors; and (vi) objections by the Gonzalez Plaintiffs to the payment of adequate protection in the form of postpetition interest and fees to the Existing Lender Agent and the Existing Lenders under the Cash Collateral Order and the resulting appeal of the Cash Collateral Order. In the absence of the compromises and settlements reached by the parties and embodied in the Plan, the Debtors' emergence from Chapter 11 would be significantly delayed by time-consuming and

expensive litigation, the outcome of which is uncertain and in any event could impair the ability of the Debtors to successfully reorganize and prejudice the recovery rights of all creditors. The terms and provisions of the Plan that reflect the compromises and settlements do not discriminate unfairly, and are fair and equitable and within the bounds of reasonableness, with respect to each Class of Claims and Interests treated under the Plan.

K. Debtor Releases, Exculpations and Injunctions. Each of the release, exculpation and injunction provisions set forth in the Plan: (i) is within the jurisdiction of the Court under 28 U.S.C. §§ 1334(a), 1334(b), and 1334(d); (ii) is an essential means of implementing the Plan pursuant to 11 U.S.C. § 1123(a)(5); (iii) is an integral element of the transactions incorporated into the Plan; (iv) confers material benefits on, and is in the best interests of, the Debtors, their Estates, and their Creditors; (v) is important to the overall objectives of the Plan to finally resolve all Claims among or against the key parties in interest in the Chapter 11 Cases with respect to the Debtors; and (vi) is consistent with 11 U.S.C. §§ 105, 1123 and 1129, and other applicable provisions of the Bankruptcy Code. The record of the Confirmation Hearing and the Chapter 11 Cases is sufficient to support the release, exculpation, and injunction provisions contained in the Plan.

L. Third Party Release. The Third Party Release provided for in the Plan is (i) in exchange for the good and valuable consideration provided by the Third Party Releasees, representing a good faith settlement and compromise of the claims released herein; (ii) in the best interests of the Debtors and all holders of Claims and Interests; (iii) fair, equitable, and reasonable; (iv) approved after due notice and opportunity for hearing; and (v) a bar to any of the Releasing Parties asserting any claim released by the Releasing Parties against any of the Third Party Releasees or their respective properties.

M. Exit Financing Under Plan. The Plan contemplates that the Debtors will obtain exit financing from third party lenders pursuant to the terms of loan documents, including revolving credit and letters of credit, as determined to be necessary to make payments required to be made under the Plan on the Effective Date, if any, and to provide working capital and satisfy other general corporate purposes of the Reorganized Debtors following the Effective Date. The Debtors have received a commitment for such financing (the "Exit Financing Commitment") from General Electric Capital Corporation (the "Exit Lender"), and are continuing to negotiate the terms and provisions of a credit agreement and related documents consistent with the terms of the Exit Financing Commitment and the Plan Documents. The decision to accept the Exit Financing Commitment is the result of an extensive effort by the Debtors and their financial advisor to market the proposed financing to potential lenders. The evidence reflects that the Debtors, in consultation with their advisors, selected the Exit Financing Commitment as the most favorable exit financing option, in light of all of the circumstances. The Debtors' decision to enter into the loan documents consistent with the Exit Financing Commitment, and the granting of Liens and security interests to the Exit Lender, is in the best interest of the Estates and Creditors and is necessary to the consummation of the Plan. All documents necessary to implement the Exit Financing Commitment shall, upon execution, be valid, binding, and enforceable agreements against the Debtor parties thereto.

N. Plan Compliance with Bankruptcy Code -- 11 U.S.C. § 1129(a)(1). The Plan complies with the applicable provisions of the Bankruptcy Code, thereby satisfying 11 U.S.C. § 1129(a)(1).

(i) Proper Classification -- 11 U.S.C. §§ 1122, 1123(a)(1). Aside from Administrative Claims and Priority Tax Claims, which need not be classified, the Plan designates eleven Classes of Claims and Interests against the Encumbered Debtors, with sub-Classes as applicable, and five Classes of Claims and Interests against the Unencumbered Debtors, with sub-Classes as applicable. The Claims and Interests placed in each Class, or sub-Class where applicable, are substantially similar to other Claims and Interests, as the case may be, in each such Class or sub-Class. Valid business, factual and legal reasons exist for separately classifying the various Classes or sub-Classes of Claims and Interests created under the Plan, and such Classes and sub-Classes do not unfairly discriminate among holders of Claims and Interests. Thus, the Plan satisfies 11 U.S.C. §§ 1122 and 1123(a)(1).

(ii) Specify Unimpaired Classes -- 11 U.S.C. § 1123(a)(2). Sections 3.2(a), 3.3(a), 3.3(b), 3.3(c), 3.3(d), 3.3(e) and 4.3 of the Plan specify that Classes A1, B1, B2, B3, B4, and B5, and where applicable each sub-Class of the foregoing Classes, are Unimpaired under the Plan, thereby satisfying 11 U.S.C. § 1123(a)(2).

(iii) Specify Treatment of Impaired Classes -- 11 U.S.C. § 1123(a)(3). Sections 4.1 and 4.4 of the Plan specify that Classes A2, A3, A4, A5, A6, A7, A8, A9, A10 and A11, and where applicable each sub-Class of the foregoing Classes, are Impaired, and Sections 3.2(b), 3.2(c), 3.2(d), 3.2(e), 3.2(f), 3.2(g), 3.2(h), 3.2(i), 3.2(j) and 3.2(k) of the Plan specify the treatment of Claims and Interests in those Classes and sub-Classes, thereby satisfying 11 U.S.C. § 1123(a)(3).

(iv) No Discrimination -- 11 U.S.C. § 1123(a)(4). The Plan provides for the same treatment by the Debtors for each Claim or Interest in each respective Class or sub-Class unless the holder of a particular Claim or Interest has agreed to a less favorable treatment of such Claim or Interest, thereby satisfying 11 U.S.C. § 1123(a)(4).

(v) Implementation of Plan -- 11 U.S.C. § 1123(a)(5). The Plan provides adequate and proper means for its implementation, thereby satisfying 11 U.S.C. § 1123(a)(5).

(vi) Non-Voting Equity Securities -- 11 U.S.C. § 1123(a)(6). None of the New Securities to be issued under the Plan or upon exercise of the Existing Lender Warrants are non-voting securities, although the Class B Common Stock shall have limited voting rights as necessary to comply with FCC requirements. The New Freedom Governing Documents and the New Subsidiary Governing Documents include provisions prohibiting the issuance of non-voting equity securities. Thus, the requirements of 11 U.S.C. § 1123(a)(6) are satisfied.

(vii) Selection of Officers and Directors -- 11 U.S.C. § 1123(a)(7). In the Disclosure Statement and the Directors Designation, the Debtors have properly and adequately disclosed the identity and affiliations of all individuals proposed to serve on or after the Effective Date as officers or directors of the Reorganized Debtors (subject to replacement or removal in accordance with the terms of the New Freedom Governing Documents and New Subsidiary Governing Documents, as applicable), and the manner of selection and appointment of such individuals is consistent with the interests of holders

of Claims and Interests and with public policy and, accordingly satisfies the requirements of 11 U.S.C. § 1123(a)(7).

(viii) Additional Plan Provisions -- 11 U.S.C. § 1123(b). The Plan's additional provisions are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

(ix) Compliance with Fed. R. Bankr. P. 3016. The Plan is dated and identifies the entities submitting it, thereby satisfying Fed. R. Bankr. P. 3016(a). The filing of the Disclosure Statement with the Court satisfies Fed. R. Bankr. P. 3016(b). Further, the Plan and Disclosure Statement describe in specific and conspicuous language all acts to be enjoined and identify the entities that are subject to the injunction, satisfying Fed. R. Bankr. P. 3016(c) to the extent applicable.

(x) Compliance with Fed. R. Bankr. P. 3017. The Debtors have given notice of the Confirmation Hearing as required by Fed. R. Bankr. P. 3017(d) and the Disclosure Statement Order. The solicitation materials prescribed by the Disclosure Statement Order were transmitted to Creditors entitled to vote on the Plan in accordance with Fed. R. Bankr. P. 3017(d).

(xi) Compliance with Fed. R. Bankr. P. 3018. The solicitation of votes to accept or reject the Plan satisfies Fed. R. Bankr. P. 3018. The Plan was transmitted to all Creditors entitled to vote on the Plan, sufficient time was prescribed for such Creditors to accept or reject the Plan, and the solicitation materials used and solicitation procedures followed comply with 11 U.S.C. §§ 1125 and 1126, thereby satisfying the requirements of Fed. R. Bankr. P. 3018.

O. Debtors' Compliance with Bankruptcy Code -- 11 U.S.C. § 1129(a)(2). The Debtors have complied with the applicable provisions of the Bankruptcy Code, thereby satisfying 11 U.S.C. § 1129(a)(2).

P. Plan Proposed in Good Faith -- 11 U.S.C. § 1129(a)(3). The Debtors have proposed the Plan in good faith and not by any means forbidden by law, thereby satisfying 11 U.S.C. § 1129(a)(3). In determining that the Plan has been proposed in good faith, the Court has examined the totality of the circumstances surrounding the formulation of the Plan. The Debtors filed their Chapter 11 Cases and proposed the Plan with legitimate and honest purposes including, among other things, (i) reorganization of the Debtors' businesses, (ii) preservation and maximization of the Debtors' business enterprise values through a reorganization under Chapter 11, (iii) restructuring of the Debtors' capital structure, (iv) maximization of the recovery to Creditors under the circumstances of these cases, and (v) preserving jobs of the Debtors' employees in connection with the Debtors' continuing operations. Furthermore, the Plan reflects and is the result of arm's-length and good faith negotiations among the Debtors, the Existing Lender Agent, the Steering Committee Members and the Creditors' Committee and is consistent with the best interests of the Estates, Creditors, and other stakeholders.

Q. Payments for Services or Costs and Expenses -- 11 U.S.C. § 1129(a)(4). All payments made or to be made by the Debtors or by a person issuing securities or acquiring property under the Plan, for services or for costs and expenses in or in connection with the Chapter 11 Cases, or in connection with the Plan and incident to the Chapter 11 Cases, have been

approved by, or are subject to the approval of, the Court as reasonable, thereby satisfying 11 U.S.C. § 1129(a)(4).

R. Directors, Officers and Insiders -- 11 U.S.C. § 1129(a)(5). The Debtors have complied with 11 U.S.C. § 1129(a)(5). The identity and affiliations of the persons that will serve as initial directors or officers of the Reorganized Debtors as of the Effective Date of the Plan have been fully disclosed in the Disclosure Statement and the Directors Designation. The election or appointment to, or continuance in, such offices of such persons is consistent with the interests of holders of Claims against and Interests in the Debtors and with public policy. The replacement or removal of the initial directors and officers of the Reorganized Debtors shall be subject to the terms of the New Freedom Governing Documents and New Subsidiary Governing Documents, as applicable. The identity of any insider that will be employed or retained by the Reorganized Debtors and the nature of such insider's compensation have also been fully disclosed, to the extent applicable and presently determinable.

S. No Rate Changes -- 11 U.S.C. § 1129(a)(6). There is no regulatory commission having jurisdiction after confirmation of the Plan over the rates of the Debtors and no rate change provided for in the Plan requiring approval of any such commission. Therefore, 11 U.S.C. § 1129(a)(6) is not applicable.

T. Best Interests of Creditors -- 11 U.S.C. § 1129(a)(7). The Plan satisfies 11 U.S.C. § 1129(a)(7). The liquidation analysis attached as Exhibit 10 to the Disclosure Statement and other evidence proffered or adduced at the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that each holder of an Impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under Chapter 7 of the Bankruptcy Code on such date. As to the Unencumbered Debtors, all Claims are being paid in full under the Plan. Thus, the "best interest of creditors" test is clearly satisfied. As to the Encumbered Debtors, virtually all assets are subject to perfected liens securing the Existing Lender Claims. However, to the extent there is any unencumbered value at any Debtor, under the "best interest of creditors" test, that value would first be allocated to such Debtor's Administrative Claims, Priority Tax Claims and Other Priority Claims. Such Debtor's Administrative Claims in a liquidation might also include substantial adequate protection claims pursuant to the protections provided to the Existing Lender Agent and the Existing Lenders under the Cash Collateral Order. Any remaining value would be shared among such Debtor's unsecured Creditors. The Court specifically finds that the Existing Lender Claims are undersecured. Thus, in the absence of the Plan, the unsecured Claims against each Encumbered Debtor would include significant unsecured deficiency Claims held by the Existing Lenders. Those deficiency Claims on a pro rata basis would be substantially larger than all other unsecured Claims and, thus, would be entitled to the substantial majority of any recovery against unencumbered assets in a liquidation. Thus, the distributions provided under the Plan to all Creditors of the Encumbered Debtors equal or exceed the distributions that would be available in a liquidation.

U. Acceptance or Rejection by Certain Classes -- 11 U.S.C. § 1129(a)(8). Classes A1, B1, B2, B3, B4 and B5 are Classes of Unimpaired Claims and Interests that are conclusively presumed to have accepted the Plan under 11 U.S.C. § 1126(f). Classes A6 and A9 contain Claims and Interests held by the Debtors and, therefore, are presumed to have accepted the Plan.

Classes A2, A3, A4, A5 and A7, and where applicable the sub-Classes thereof, are Impaired and have voted to accept the Plan, except as follows: three sub-Classes of Class A3 have voted to reject the Plan, but such sub-Classes contain Claims that will be Reinstated as specified in the Class A3 Treatment Notice and, therefore, the rejecting votes shall be disregarded; and the sub-Class in Class A7 for The Times Publishing Company has voted to reject the Plan. Classes A8, A10 and A11 are not entitled to receive or retain any property under the Plan and, therefore, are deemed to have rejected the Plan pursuant to 11 U.S.C. § 1126(g). Although 11 U.S.C. § 1129(a)(8) has not been satisfied with respect to one sub-Class in Class A7 and Classes A8, A10 and A11, the Plan is confirmable because the Plan satisfies 11 U.S.C. § 1129(b) with respect to those Classes of Claims and Interests.

V. Treatment of Administrative, Priority and Tax Claims -- 11 U.S.C. § 1129(a)(9). The treatment of Administrative Claims, Priority Tax Claims and Other Priority Claims pursuant to Sections 3.1(a), 3.1(b), 3.2(a) and 3.3(a) of the Plan satisfies the requirements of 11 U.S.C. §§ 1129(a)(9)(A), (B) and (C). The treatment provided in Section 3.2(a) and 3.3(a) for tax claims that are Other Secured Claims satisfies the requirements of 11 U.S.C. § 1129(a)(9)(D).

W. Acceptance by Impaired Class -- 11 U.S.C. § 1129(a)(10). With the exception of one sub-Class in Class A7, all Classes and sub-Classes of Impaired Claims entitled to vote (i) have voted to accept the Plan in accordance with 11 U.S.C. § 1126(e) or (ii) as to the three rejecting sub-Classes in Class A3, have been deemed to accept the Plan based on the treatment of the applicable Claims specified in the Class A3 Treatment Notice. To the Debtors' knowledge, such accepting Classes and sub-Classes do not contain insiders whose votes have been counted. Therefore, the requirement of 11 U.S.C. § 1129(a)(10) that at least one Class of Claims against each of the Encumbered Debtors that is Impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider, has been satisfied.

X. Feasibility -- 11 U.S.C. § 1129(a)(11). The projections set forth in Exhibit 9 to the Disclosure Statement and other evidence proffered or adduced by the Debtors at the Confirmation Hearing with respect to feasibility (i) are persuasive and credible, (ii) have not been controverted by other evidence or challenged in any objection, and (iii) establish that confirmation of the Plan is not likely to be followed by the liquidation, or the need for further financial reorganization, of the Reorganized Debtors. Based upon the foregoing, the Court finds that the Debtors have satisfied the requirements of 11 U.S.C. § 1129(a)(11).

Y. Payment of Fees -- 11 U.S.C. § 1129(a)(12). All fees payable under 28 U.S.C. § 1930 on or before the Effective Date, as determined by the Court, have been paid or will be paid on the Effective Date pursuant to Section 11.3 of the Plan, thus satisfying the requirements of 11 U.S.C. § 1129(a)(12).

Z. Continuation of Retiree Benefits -- 11 U.S.C. § 1129(a)(13). Any retiree benefits within the meaning of 11 U.S.C. § 1114 will be treated as executory contracts and assumed pursuant to Section 6.5(a) and 6.5(g) of the Plan. Thus, the requirements of 11 U.S.C. § 1129(a)(13) are satisfied.

AA. Transfers of Property -- 11 U.S.C. § 1129(a)(16). To the extent applicable, all transfers of property of the Plan shall be made in accordance with applicable provisions of nonbankruptcy law that govern the transfer of property a corporation or trust that is not a moneyed, business, or commercial corporation or trust.

BB. Fair and Equitable; No Unfair Discrimination as to Rejecting Classes -- 11 U.S.C. § 1129(b). The sub-Class of Class A7 for The Times Publishing Company is an Impaired Class of Claims that has voted to reject the Plan pursuant to 11 U.S.C. § 1126(c) and Classes A8, A10 and A11 are Impaired Classes of Claims and Interests that are deemed to have rejected the Plan pursuant to 11 U.S.C. § 1126(g). The Plan does not discriminate unfairly and is fair and equitable with respect to the sub-Class of Class A7 and Classes A8, A10 and A11 as required by 11 U.S.C. § 1129(b)(1). Thus, the Plan may be confirmed notwithstanding the Debtors' failure to satisfy 11 U.S.C. § 1129(a)(8). Upon confirmation and the occurrence of the Effective Date, the Plan shall be binding upon the members of such rejecting sub-Class and Classes.

CC. Only One Plan -- 11 U.S.C. § 1129(c). Other than the Plan (including previous versions thereof), no other plan has been filed in the Chapter 11 Cases. Accordingly, the requirements of 11 U.S.C. § 1129(c) have been satisfied.

DD. Principal Purpose -- 11 U.S.C. § 1129(d). The principal purpose of the Plan is neither the avoidance of taxes nor the avoidance of Section 5 of the Securities Act of 1933, and no governmental unit has objected to the confirmation of the Plan on any such grounds. The Plan therefore satisfies the requirements of 11 U.S.C. § 1129(d).

EE. No Objection to Disposition of Contracts and Leases. No party to an executory contract or unexpired lease to be assumed by the Debtors pursuant to the Plan or rejected by the Debtors pursuant to the Plan has objected to the assumption or rejection thereof.

FF. No Liquidation. Because the Plan does not provide for the liquidation of all or substantially all of the property of the Estates and the Reorganized Debtors will engage in businesses following consummation of the Plan, 11 U.S.C. § 1141(d)(3) is not applicable.

GG. Plan Modifications. The modifications to the Plan set forth in the First Modification and the Second Modification do not materially or adversely affect or change the treatment of any holder of a Claim or Interest. Accordingly, pursuant to Fed. R. Bankr. P. 3019, such modifications do not require additional disclosure under 11 U.S.C. § 1125 or resolicitation of acceptances or rejections under 11 U.S.C. § 1126, nor do they require that holders of Claims be afforded an opportunity to change previously cast acceptances or rejections of the Plan. Disclosure of the modifications on the record at the Confirmation Hearing constitutes due and sufficient notice thereof under the circumstances of these Chapter 11 Cases.

HH. Burden of Proof. The Debtors, as proponents of the Plan, have met their burden of proving the elements of 11 U.S.C. §§ 1129(a) and (b) by a preponderance of the evidence.

II. Satisfaction of Confirmation Requirements. The Plan satisfies the requirements for confirmation set forth in 11 U.S.C. § 1129.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Objections. All objections that have not been withdrawn, resolved, waived or settled are overruled on the merits.

2. Approval of Modifications. The modifications set forth in the First Modification and the Second Modification are approved. In accordance with 11 U.S.C. § 1127 and Fed. R. Bankr. P. 3019, all holders of Claims who voted to accept the Plan or who are conclusively presumed to have accepted the Plan are deemed to have accepted the Plan as modified by the Modifications. No Holder of a Claim shall be permitted to change its vote as a consequence of the Modifications. The Plan as modified by the Modifications shall constitute the Plan and all references herein to the Plan shall mean the Plan as so modified.

3. Confirmation of Plan. The Plan is approved and confirmed under 11 U.S.C. § 1129.

4. Incorporation of Terms and Provisions of Plan. The terms and provisions of the Plan are incorporated by reference into and are an integral part of this Confirmation Order. Each term and provision of the Plan is valid, binding and enforceable as though fully set forth herein. The provisions of the Plan and this Confirmation Order, including the findings of fact and conclusions of law set forth herein, are non-severable and mutually dependent. The failure specifically to include or reference any particular term or provision of the Plan in this Confirmation Order shall not diminish or impair the effectiveness of such term and provision, it being the intent of the Court that the Plan be confirmed in its entirety.

5. Binding Effect. Effective on the Effective Date, and except as expressly provided in this Confirmation Order, the Plan and its provisions shall be binding upon the Debtors, the Reorganized Debtors, any individual or entity acquiring or receiving property or a distribution under the Plan and any holder of a Claim against or Interest in the Debtors, including all governmental entities, whether or not the Claim or Interest of such holder is Impaired under the Plan and whether or not such holder has accepted the Plan. Pursuant to 11 U.S.C. §§ 1123(a) and 1142(a) and the provisions of this Confirmation Order, the Plan Documents, and all other

Plan-related documents shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

6. Approval of Compromises and Settlements Embodied in Plan. Pursuant to Section 5.18 of the Plan, the compromises and settlements of the issues described in Paragraph J of this Confirmation Order, and the terms and provisions of the Plan reflecting such compromises and settlements, are approved. With respect to the settlement and compromise involving Houlihan's fees for its financial advisory services, for purposes of satisfying Section 9.1(c)(iv) of the Plan, the Court expressly orders that Houlihan's "Phase II Deferred Fees" shall not exceed \$4 million. Upon payment of all Houlihan's costs and expenses by the Debtors pursuant to Section 11.1(b) of the Plan, Houlihan shall cause to be applied to such costs and expenses or returned to the Reorganized Debtors any surplus from the \$400,000 retainer paid by the Debtors to Houlihan prior to the Petition Date. With respect to the settlement and compromise involving the Cash Collateral Order, for purposes of Sections 3.1(a) and 3.2(b), the Court having found that the Existing Lender Claims are undersecured, the Court expressly orders that all payments of Adequate Protection Obligations made by the Debtors under the Cash Collateral Order shall be applied in accordance with the Existing Credit Agreement Documents to reduce the principal amount of the Existing Lender Secured Claims.

7. Application of Absolute Priority Rule. The Plan satisfies the requirements of 11 U.S.C. §1129(b) with respect to the rejecting sub-Class of Class A7 and with respect to the deemed rejecting Classes A8, A10 and A11. Therefore, the treatment of the Claims in Class A7 and discharge without payment under the Plan of the Claims in Class A7 and Class A8 Claims and the cancellation of the Interests in Classes A10 and A11 is approved.

8. Determination of Discharge; Injunction. Pursuant to Section 11.10(b) of the Plan, as of the Effective Date, except as otherwise provided in the Plan or this Confirmation Order, all Persons shall be precluded from asserting against the Debtors or the Reorganized Debtors, any

other or further Claims, debts, rights, causes of action, liabilities, or Interests relating to the Debtors based upon any act, omission, transaction, or other activity of any nature that occurred prior to the Confirmation Date. In accordance with the foregoing, except as otherwise provided in the Plan or this Confirmation Order, this Order constitutes a judicial determination of discharge of all such Claims and other debts and liabilities against the Debtors and termination of all Interests, pursuant to Sections 524 and 1141 of the Bankruptcy Code, and such discharge shall void any judgment obtained against the Debtors at any time, to the extent that such judgment relates to a discharged Claim or terminated Interest. Except as otherwise provided in the Plan or in this Confirmation Order, as of the Effective Date, all Persons that have held, currently hold, may hold, or allege that they hold, a Claim or other debt or liability that is discharged or an Interest or other right of an equity security holder that is terminated pursuant to the terms of the Plan are permanently enjoined from taking any of the following actions against the Debtors, the Reorganized Debtors, and their respective subsidiaries or their property on account of any such discharged Claims, debts, or liabilities or terminated Interests or rights: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner or in any place any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or encumbrance in any manner or in any place; or (iv) commencing or continuing any action, in each such case in any manner or in any place or against any Person that does not comply with or is inconsistent with the provisions of the Plan.

9. Approval of Plan Releases and Exculpation; Injunction. The Debtor releases of parties provided in Section 11.9(a) of the Plan, the consensual and voluntary creditor releases of third parties provided in Section 11.9(b) of the Plan, the mutual releases provided for in Section 11.9(c) of the Plan, and the exculpations provided for in Section 11.12 of the Plan are approved. Subject to the exceptions and exclusions contained in the Plan, as of the Effective Date, (a) as to

the Persons released pursuant to Section 11.9(a) of the Plan, the Debtors, the Reorganized Debtors, and any Person seeking to exercise the rights of the Estates, including the Litigation Trustee on behalf of the Litigation Trust acting in the capacity of a bankruptcy or insolvency trustee or examiner, or a receiver for the Creditors' Committee, and any other successor to the Debtors or any estate representative appointed or selected pursuant to Section 1123(b)(3) of the Bankruptcy Code, whether pursuing a derivative cause of action or otherwise, (b) as to the Persons released in Section 11.9(b) of the Plan, any holder of a Claim that votes to accept the Plan, and (c) as to the Persons exculpated in Section 11.12 of the Plan, any holder of a Claim or an Interest, any other party in interest, and any of their respective members, directors, officers, employees, advisors, attorneys, professionals, agents, partners, stockholders, or affiliates, and any of their respective successors or assigns, in each case are permanently enjoined from taking any of the following actions on account of such released claims, obligations, suits, judgments, damages, demands, debts, rights, causes of action, or liabilities or terminated Interests or rights: (i) commencing or continuing, in any manner or in any place, any action or other proceeding; (ii) enforcing, attaching, collecting, or recovering in any manner or in any place any judgment, award, decree, or order; (iii) creating, perfecting, or enforcing any Lien or encumbrance in any manner or in any place; or (iv) commencing or continuing any action, in each such case in any manner or in any place or against any Person that does not comply with or is inconsistent with the provisions of the Plan.

10. Cancellation of Prepetition Obligations and Interests. Pursuant to Sections 3.2(j), 3.2(k) and 5.4 of the Plan, except as otherwise provided in the Plan or in this Confirmation Order, any and all obligations with respect to the Old Freedom Stock Interests, the Old Freedom Stock Rights, Existing Credit Agreement Documents and any other note, bond, indenture, or other instrument or document evidencing or creating any prepetition obligation or indebtedness

of the Debtors be shall be deemed extinguished, cancelled and of no further force or effect and such prepetition obligation or indebtedness shall be terminated and discharged.

11. Approval of Exit Financing Under Plan. The Exit Facility is approved, the Debtors' execution and delivery of the Exit Financing Commitment is ratified, and the Debtors or Reorganized Debtors, as applicable, are authorized and directed to pay the fees and costs required thereunder and to perform their obligations thereunder. The Debtors or Reorganized Debtors, as applicable, are authorized to execute, deliver and perform their obligations under the revolving credit agreement, guarantees, security agreements and other documents (collectively, the "Exit Financing Documents") with terms and provisions substantially consistent with those contained in the Exit Financing Commitment, with such changes as may be agreed between the Debtors and the Exit Lender and reasonably acceptable to the Steering Committee Members, as necessary or appropriate to effect the Exit Facility in accordance with the Plan and to satisfy the requirements of Section 9.2(d) and 9.2(h) of the Plan. The Exit Financing Documents shall constitute legal, valid, binding and authorized obligations of the Debtors or Reorganized Debtors, as applicable, enforceable in accordance with their terms, and shall create the Liens and security interests purported to be created thereby. The Exit Lender is authorized to file or record at any time and from time to time (including prior to the Effective Date) such financing statements or other security documents naming the Exit Lender, as secured party, and each "loan party," as debtor, as the Exit Lender may require, together with any amendments or continuations with respect thereto.

12. Plan Implementation Authorization. The Debtors and the Reorganized Debtors, and their respective directors, officers, members, agents and attorneys, are authorized and empowered from and after the date hereof to negotiate, execute, issue, deliver, implement, file or record any contract, instrument, release, lease, grant of security, indenture or other agreement or document, including, without limitation, the Plan Documents, the Exit Financing Documents,

and all other documents referenced in the Plan, as the same may be modified, amended and supplemented (including such modifications to the draft forms of the Plan Documents contained in the Plan Supplement as are substantially consistent with the terms and provisions of such forms and necessary to satisfy the conditions to the effectiveness of the Plan), and to take any action necessary or appropriate to implement, effectuate, consummate or further evidence the Plan in accordance with its terms, or take any or all corporate actions authorized to be taken pursuant to the Plan, whether or not specifically referred to in the Plan or any exhibit thereto, without further order of the Court. Any or all such documents shall be accepted upon presentment by each of the respective state filing offices and recorded in accordance with applicable state law and shall become effective in accordance with their terms and the provisions of state law.

13. Filing and Recording. This Confirmation Order (a) is and shall be effective as a determination that, on the Effective Date, all Liens granted hereunder or in the Plan are valid, perfected and in full force and effect, and (b) is and shall be binding upon and shall govern the acts of all entities including all filing agents, filing officers, title agents, title companies, recorders of mortgages, recorders of deeds, registrars of deeds, administrative agencies, clerks of court, governmental departments, secretaries of state, federal, state and local officials, and all other persons and entities who may be required, by operation of law, the duties of their office, or contract, to accept, file, register or otherwise record, or release any document or instruments.

14. Specific Authorizations as to New Securities. Reorganized Freedom Holdings is authorized to issue New Common Stock and Existing Lender Warrants in accordance with the provisions of the Plan. Pending the occurrence of the Effective Date, Freedom Holdings is authorized to take all actions as may be necessary to facilitate the issuance of New Common Stock and Existing Warrants as of the Effective Date, including, without limitation, paying any agreed fees and costs to any stock transfer agent or warrant agent.

15. Specific Authorizations as to Term A Facility and Term B Facility. The Debtors or Reorganized Debtors, as applicable, are authorized to execute, deliver and perform their obligations under the Term A Facility and the Term B Facility, including the respective credit agreements, guarantees, security agreements, mortgages and other necessary documents (collectively, the “Term Facility Documents”), with terms and provisions substantially consistent with those contained in the Plan and the Plan Supplement, and with such changes as may be agreed between the Debtors and the Steering Committee Members as necessary or appropriate to satisfy the requirements of Section 9.2(d) of the Plan. The Term Facility Documents shall constitute legal, valid, binding and authorized obligations of the Debtors or Reorganized Debtors, as applicable, enforceable in accordance with their terms. Subject to the occurrence of the Effective Date, the security interests, liens, and mortgages granted under or in connection with the Term Facility Documents, including the Liens and security interests on the assets and ownership interests in the Reorganized Broadcast Licensee Companies for which granting or perfection may be deferred in accordance with the provisions of the Plan, shall constitute legal, valid, and duly perfected liens against the “Collateral” (as defined in the Term Facility Documents), having the priority vis-à-vis other liens as specified in such documents. Such security interests, liens, and mortgages (the “Term Liens”) shall constitute legal, valid, and duly perfected liens against the Collateral. The Term Liens shall be deemed to be created, valid, and perfected without any requirement of filing or recording of financing statements, mortgages, or other evidence of such security interests, liens, and mortgages and without any approvals or consents from governmental entities or any other persons and regardless of whether or not there are any errors, deficiencies, or omissions in any property descriptions attached to any filing and no further act shall be required for the perfection of the liens and security interests. No obligation, payment, transfer or grant of security under the Term Facility Documents shall be stayed, restrained, voidable, or recoverable under the Bankruptcy Code or under any applicable

law or subject to any defense, reduction, recoupment, setoff or counterclaim. The respective agents under the Term Facility Documents are each authorized, in accordance with the terms and provisions of the Term Facility Documents, to file or record at any time and from time to time (including prior to the Effective Date) such financing statements or other security documents naming the respective agents, as secured party, and each loan party, as debtor, as each such may require, together with any amendments or continuations with respect thereto. The Debtors or Reorganized Debtors, as applicable, are authorized and directed to pay the fees and costs of the respective agents under the Term Facility Documents as may be agreed by the Debtors or Reorganized Debtors with such agents, including any fees and costs incurred prior to the Effective Date as necessary to finalize and implement the Term Facility Documents on the Effective Date.

16. Terms Binding on Existing Lenders. Upon the Effective Date, each holder of an Existing Lender Claim receiving a Pro Rata share of the Term A Loan Obligations or the Term B Loan Obligations shall be deemed to be a party to the Term Facility Documents and the New Stockholders Agreement, in each case, subject to the terms and conditions set forth therein without the need for execution thereof by the holder of an Existing Lender Claim.

17. Specific Authorizations as to Broadcast Trust. Pursuant to the Broadcast Trustee Designation, Gary R. Chapman is authorized to serve as the Broadcast Trustee under and in accordance with the terms of the Plan and the Broadcast Trust Agreement. Pending the occurrence of the Effective Date, the Debtors are authorized to take all actions as may be necessary to facilitate the implementation of the Broadcast Trust, including, without limitation, paying any agreed fees and costs of Mr. Chapman. The Reorganized Broadcast Licensee Companies shall continue to be subject to the supervision of the Court to the extent provided for in the Plan and the Plan Documents. If, during the pendency of such continuing supervision, the Broadcast Trustee seeks to implement a transaction outside the ordinary course of business, the

Broadcast Trustee shall be required to obtain the approval of the Court and to serve notice on the Reorganized Broadcast Operating Companies and the parties named on the 2002 Service List. Any Lien or security interest on the assets or ownership interests in the Reorganized Broadcast Licensee Companies that are intended to be included in the collateral supporting the Term A Facility and Term B Facility (and, on a junior basis, the Exit Facility), but the granting or perfection of which is deferred in accordance with the term of the Plan, when obtained upon termination of the Broadcast Trustee shall be deemed to be have been effective as of the Effective Date.

18. Specific Authorizations as to Litigation Trust. Pursuant to the Litigation Trustee Designation, James M. Skorheim is authorized to serve as the Litigation Trustee under and in accordance with the terms of the Plan and the Litigation Trust Agreement. To the extent that the Debtors may be required to take actions prior to the Effective Date to facilitate the implementation of the Litigation Trust by the Creditors' Committee, the Gonzalez Class Counsel and the Litigation Trustee, the Debtors are authorized to take such actions. Pursuant to 11 U.S.C. § 1123(b)(3), the Litigation Trustee, acting on behalf of the Litigation Trust, shall be authorized to exercise and perform all of the rights, powers and duties set forth in the Plan and the Litigation Trust Agreement, including, without, limitation, (a) prosecuting through judgment and/or settling the Transferred Causes of Action and any defense asserted by the Litigation Trust in connection with any counterclaim or cross claim asserted by the D&O Defendants against the Litigation Trust in the D&O Action, and compelling the prosecution and/or settlement of the Insurance Coverage Actions against any D&O Insurer; (b) facilitating the prosecution and/or settlement of objections to, and estimations of, Class A4 Claims; (c) calculating and implementing all distributions required under the Plan to be made from the Litigation Trust Assets; (d) filing all required tax returns, and paying taxes and all other obligations on behalf of the Litigation Trust from the Litigation Trust Assets; (e) otherwise administering the Litigation

Trust; (f) filing quarterly reports with the Court (and serving the same upon counsel for the Existing Lender Agent and Reorganized Debtors only), and providing annual reports to the LT Beneficiaries, reflecting expenditures, receipts, and distributions; (g) filing quarterly reports with the Court (and serving the same upon counsel for the Existing Lender Agent and Reorganized Debtors only), and providing annual reports to the LT Beneficiaries, with respect to the prosecution and resolution of the Transferred Causes of Action and the objections to the Class A4 Claims; and (h) such other responsibilities as may be vested in the Litigation Trustee pursuant to the Litigation Trust Agreement, this Confirmation Order, or as may be necessary and proper to carry out the provisions of the Plan relating to the Litigation Trust.

19. Specific Authorizations as to Disbursing Agent. Pursuant to the Disbursing Agent Designation, Logan & Company, Inc. is authorized to serve as the Disbursing Agent under and in accordance with the terms of the Plan. Pending the occurrence of the Effective Date, the Debtors are authorized to take all actions as may be necessary to enable the Disbursing Agent to begin serving as of the Effective Date, including, without limitation, paying any agreed fees and costs of Logan & Company, Inc. and funding disbursement accounts.

20. Specific Authorization as to New Equity Incentive Plan. As provided for in the Plan, on the Effective Date, Reorganized Freedom Holdings shall be authorized and directed to establish and implement the New Equity Incentive Plan. As of the Effective Date, pursuant to this Confirmation Order and Section 303 of the Delaware General Corporation Law, the New Equity Incentive Plan shall be deemed adopted by the unanimous action of the New Board and approved by the unanimous action of the stockholders of Reorganized Freedom Holdings (including, without limitation, for purposes of Section 422 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder). The foregoing sentence shall not be deemed to limit the application of Section 303 of the Delaware General Corporation Law to any other corporate action taken pursuant to the Plan.

21. Governmental Approvals Not Required. This Confirmation Order shall constitute all approvals and consents required, if any, by the laws, rules or regulations of any State or any other governmental authority with respect to the implementation or consummation of the Plan and any documents, instruments or agreements, and any amendments or modifications thereto, and any other acts referred to in or contemplated by the Plan, the Disclosure Statement and any documents, instruments or agreements, and any amendments or modifications thereto; *provided, however,* that the treatment of the licenses issued by the FCC shall be subject to compliance with the rules and regulations of the FCC.

22. Exemption from Certain Taxes. Pursuant to 11 U.S.C. § 1146(a), neither (a) the issuance, transfer or exchange of notes or equity securities under the Plan, (b) the creation of any Lien, security interest, mortgage, deed of trust, pledge or other encumbrance, (c) the making or assignment of any contract, lease or sublease, nor (d) the making or delivery of any deed or other instrument of transfer under, in furtherance of, or in connection with, the Plan, including, without limitation, any deeds, any bills of sale, or any transfers of tangible or intangible property, shall be subject to any document recording tax, stamp tax, conveyance fee, intangibles or similar tax, mortgage tax, stamp act, real estate transfer tax, sales or use tax, mortgage recording tax, or other similar tax or governmental assessment. State and local governmental officials or agents are hereby directed to forego the collection of any such tax or governmental assessment and to accept for filing and recordation any of the foregoing instruments or other documents without the payment of any such tax or governmental assessment. For the avoidance of doubt, the exemption hereunder specifically applies, without limitation, to all documents necessary to evidence and implement distributions under the Plan, including the Plan Documents, the Exit Financing Documents and all documents necessary to evidence and implement any of the transactions and actions described in the Plan or the Plan Supplement.

23. Exemption from Securities Laws. The exemption from the requirements of Section 5 of the Securities Act of 1933, and any state or local law requiring registration for the offer, sale, issuance, exchange or transfer of a security provided for in the Plan in exchange for Claims against or Interests in the Debtors, or registration or licensing of an issuer of, underwriter of, or broker dealer in, such security, is authorized by 11 U.S.C. § 1145. The offer and sale of the New Common Stock and the Existing Lender Warrants is exempt from registration under 11 U.S.C. § 1145 and, subject to the limitations on trading contained in the Plan, such securities are freely tradable by the holders thereof except to the extent a holder is an “underwriter” as defined in 11 U.S.C. § 1145(b).

24. Applicable Non-Bankruptcy Law. Pursuant to 11 U.S.C. §§ 1123(a) and 1142(a), the provisions of this Confirmation Order, the Plan, or any other amendments or modifications thereto shall apply and be enforceable notwithstanding any otherwise applicable non-bankruptcy law.

25. Appointment of Directors. Pursuant to the Directors Designation, the selection and appointment of the following six persons to the New Board to serve from and after the Effective Date as provided in the Plan is approved: James D. Dunning, Jr., Donald C. Grenesko, Ross Levinsohn, Sean P. Moriarty, Mitchell Stern and Burl Osborne. Any vacancy existing as of the Effective Date shall be filled in accordance with the terms of the New Freedom Governing Documents.

26. Approval of Assumption or Rejection of Contracts and Leases. Unless otherwise provided in an order of or in proceedings before the Court specifically dealing with (a) an executory contract or unexpired lease that is subject to assumption pursuant to any applicable provision of Article VI of the Plan, the assumption of such contract or lease is hereby approved as of the Effective Date as proposed in the Plan ; and (b) an executory contract or unexpired lease that is subject to rejection pursuant to any applicable provision of Article VI of the Plan,

the rejection of such contract or is hereby approved as of the Effective Date as proposed in the Plan.

27. Internal Revenue Service Assurances. Any Allowed Priority Tax Claim held by the Internal Revenue Service shall be paid in full pursuant to Section 3.1(b)(iii) of the Plan, in quarterly installments over a period ending five (5) years after the Petition Date, with the first payment to be made on the last day of the calendar quarter that is at least ten (10) days after the Distribution Date and subsequent payments to be made on the last day of each calendar quarter thereafter through the five (5)-year period; *provided, however*, that the Debtors reserve the right to pay such Allowed Priority Tax Claim on an accelerated schedule, including in a lump sum. Notwithstanding any provision to the contrary in the Plan, the Plan Supplement, or this Order, nothing shall affect the rights of the Internal Revenue Service to assert setoff (subject to 11 U.S.C. § 553) and recoupment and such rights are expressly preserved; *provided, however*, that the Debtors reserve the right to challenge the assertion of setoff and recoupment on any basis.

28. PBGC Assurances. Subject to the rights of the Debtors and the Reorganized Debtors to terminate or amend as provided for in Section 6.5(a) of the Plan, the Debtors shall continue after the Effective Date the Retirement Plan of Freedom Communications, Inc. (the “Retirement Plan”), the qualified defined benefit pension plan covered by Title IV of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. §§ 1301-1461, maintained by the Debtors. As part of the continuation of the Retirement Plan, subject to any such termination or amendment, the Reorganized Debtors shall meet the minimum funding standards under ERISA and the Internal Revenue Code, pay all insurance premiums owed to the Pension Benefit Guaranty Corporation (the “PBGC”), and administer and operate the Retirement Plan in accordance with its terms and ERISA. Nothing in the Plan is intended to release or discharge any statutory liability or obligation of the Debtors or the Reorganized Debtors with

respect to the PBGC or the Retirement Plan. Neither the PBGC nor the Retirement Plan shall be enjoined or precluded from enforcing such liability as a result of the Plan.

29. Taxing Authority Assurances. Nothing in the Plan or this Confirmation Order shall affect any statutory lien rights held by any taxing authority with respect to any Allowed Claim for unpaid taxes, whether such taxes relate to the period prior to the Petition Date and constitute an Allowed Other Secured Claim or to the period after the Effective Date and constitute an Allowed Administrative Claim. All such statutory liens shall survive the Effective Date and continue in accordance with applicable law until the Allowed Claim is paid in full.

30. The Nielsen Company Assurances. For the avoidance of doubt, and without otherwise limiting or suggesting any limitation on the Court's retained jurisdiction under the Plan, the Court specifically retains jurisdiction over, and to hear and approve, any motions or pleadings filed by the Debtors or the Reorganized Debtors seeking approval and/or authorization from the Court related to any agreements, settlements, or compromises entered into with The Nielsen Company or any of The Nielsen Company's affiliates.

31. Return of Utility Deposits. All utilities that received a deposit or other form of adequate assurance of performance pursuant to 11 U.S.C. § 366 during the Chapter 11 Cases, including, without limitation, gas, electric, telephone and sewer, shall return such deposits to the Debtors and/or the Reorganized Debtors, as the case may be, either by setoff against postpetition indebtedness or by cash refund, within 45 days following the Effective Date.

32. Protection from Chapter 11 Events. No holder of a Claim or Interest that is Reinstated under the Plan may take any action under the documents governing such Claim or Interest on account of or arising from the occurrence of any or all of the following: (a) the commencement of the Chapter 11 Cases, (b) the prosecution of the Chapter 11 Cases, including any actions taken by the Debtors pursuant to orders entered by the Court during the pendency of the cases, (c) the filing, prosecution or confirmation of the Plan, (d) the consummation of the

Plan, or (e) the transactions contemplated by or resulting from the Plan, any of the Plan Documents, or any other documents contemplated by the Plan, including without limitation the issuance of the New Common Stock and the Existing Lender Warrants and the appointment of the New Board (items (a) through (e) collectively, the "Chapter 11 Events"). Any clause or provision of any agreement between any of the Debtors and any other party (including any holder of a Claim or Interest that is Reinstated under the Plan) that purports to modify the rights of such other party based on any or all of the Chapter 11 Events shall be ineffective pursuant to 11 U.S.C. § 365(e)(1). For the avoidance of doubt, the transactions contemplated under the Plan shall be deemed not to constitute a change of control for purposes of any of the contracts, agreements, policies, programs and plans honored either pursuant to the Plan or in the ordinary course of business by the Reorganized Debtors on or after the Effective Date.

33. Transfers by Debtors; Revesting of Assets. All transfers of property of the Estates, including, without limitation, the distributions to holders of Allowed Claims and Interests to be made under Sections 3.1, 3.2 and 3.3 of the Plan, (a) are or will be legal, valid and effective transfers of property, (b) vest or will vest the transferees with good title to such property free and clear of all Claims, Interests, Liens, charges or other encumbrances, except as expressly provided in the Plan or this Confirmation Order, (c) do not and will not constitute avoidable transfers under the Bankruptcy Code or under applicable law, (d) do not and will not subject the Reorganized Debtors to any liability by reason of such transfer under the Bankruptcy Code or under applicable nonbankruptcy law, including, without limitation, any laws affecting successor, transferee or stamp or recording tax liability and (e) are for good consideration and value. Pursuant to 11 U.S.C. §§ 1141(b) and (c), all property of each of the Debtors shall revest in each respective Reorganized Debtor or its successors or assigns, as the case may be, free and clear of all Claims, Interests, Liens, charges and other encumbrances, except as expressly provided in the Plan. Such revesting does not constitute a voidable transfer under the

Bankruptcy Code or applicable nonbankruptcy law. Notwithstanding the foregoing, all Transferred Causes of Action shall be transferred to the Litigation Trust on the Effective Date without the need for any further action or court order.

34. Ratification of Distribution Record Date for Existing Lender Claims. The Court hereby ratifies the Notice of Distribution Record Date Applicable to Existing Lender Claims Under Section 1.49 of Joint Plan of Reorganization Under Chapter 11, Title 11, United States Code of Freedom Communications Holdings, Inc., et al., Debtors, dated February 9, 2010, and thus hereby confirms that the Distribution Record Date applicable to Existing Lender Claim is February 17, 2010, at 5:00 pm Eastern Time.

35. Effect of Conflict Between Plan and Confirmation Order. The provisions of the Plan and of this Confirmation Order shall be construed in a manner consistent with each other so as to effect the purposes of each; provided, however, that if there is determined to be any inconsistency between any Plan provision and any provision of this Confirmation Order that cannot be so reconciled, then, solely to the extent of such inconsistency, the provisions of this Confirmation Order shall govern and any such provision of this Confirmation Order shall be deemed a modification of the Plan and shall control and take precedence. In the event of an inconsistency between the Plan (not including Exhibits to the Plan) and the Exhibits to the Plan (as may be modified), the Exhibits to the Plan shall control.

36. Reversal. If any or all of the provisions of this Confirmation Order are hereafter reversed, modified or vacated by subsequent order of the Court or any other court, in the absence of a stay of this Confirmation Order, such reversal, modification or vacatur shall not affect the validity of the acts or obligations incurred or undertaken in good faith under or in connection with the Plan prior to the Debtors' receipt of written notice of any such order. Notwithstanding any such reversal, modification or vacatur of this Confirmation Order, in the absence of a stay of this Confirmation Order, any such act or obligation incurred or undertaken in good faith pursuant

to, and in reliance on, this Confirmation Order prior to the effective date of such reversal, modification or vacatur shall be governed in all respects by the provisions of this Confirmation Order and the Plan or any amendments or modifications thereto.

37. Authorization to Consummate Plan. Notwithstanding Fed. R. Bankr. P. 3020(e), this Confirmation Order shall take effect immediately upon its entry and the Debtors are authorized to consummate the Plan immediately after entry of this Confirmation Order and the satisfaction or waiver of all other conditions to the Effective Date of the Plan, in accordance with the terms of the Plan.

38. Payment of Statutory Fees. The Debtors shall pay a sum certain determined by the U.S. Trustee to the U.S. Trustee for fees due pursuant to 28 U.S.C. § 1930(a)(6), within the later of ten (10) Business Days of the entry of this Confirmation Order or ten (10) Business Days of the Debtors' receipt of a notice of such sum certain from the U.S. Trustee.

39. Notice of Entry of Confirmation Order. No later than five (5) Business Day following the date of entry of this Confirmation Order, the Debtors shall serve notice of the entry of this Confirmation Order pursuant to Fed. R. Bankr. P. 2002(f)(7), 2002(k) and 3020(c) on all holders of Claims and Interests, the U.S. Trustee, and the parties named on the 2002 Service List, by causing notice substantially in the form attached hereto as Exhibit A to be delivered to such parties by first-class mail, postage prepaid. In addition, the substance of such notice shall be published in The Orange County Register, the national edition of The New York Times, each local daily newspaper owned and operated by the Debtors, and a newspaper serving each of the Debtors' broadcast markets.

40. Notice of Effective Date. Within five (5) Business Days following the occurrence of the Effective Date, the Reorganized Debtors shall file notice of the Effective Date with the Court and serve a copy of such notice on the parties named on the 2002 Service List maintained in these cases.

Dated: March 9, 2010  
Wilmington, Delaware

  
Brendan L. Shannon  
United States Bankruptcy Judge

**EXHIBIT A**

**NOTICE OF ENTRY OF CONFIRMATION ORDER**

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:  
Freedom Communications Holdings, Inc., et al.,  
Debtors.

Chapter 11  
Case No. 09-13046 (BLS)  
Jointly Administered

**NOTICE OF (A) ENTRY OF ORDER CONFIRMING JOINT PLAN OF REORGANIZATION OF  
FREEDOM COMMUNICATIONS HOLDINGS, INC., ET AL., DEBTORS, AS MODIFIED AND  
(B) BAR DATES FOR FILING ADMINISTRATIVE CLAIMS AND REJECTION DAMAGES**

**TO: ALL PARTIES IN INTEREST**

**PLEASE TAKE NOTICE THAT:**

1. On \_\_\_\_\_, 2010, the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") entered its Order Confirming Joint Plan of Reorganization of Freedom Communications Holdings, Inc., et al., Debtors (the "Confirmation Order"). Unless otherwise defined herein, capitalized terms used in this Notice shall have the meanings ascribed to such terms in the Joint Plan of Reorganization of Freedom Communications Holdings, Inc., et al., Debtors, dated January 28, 2010, as modified on February 24, 2010 and March \_\_ 2010 (the "Plan").

2. Copies of the Confirmation Order and the Plan may be obtained by accessing <http://loganandco.com>.

3. The Plan will become effective in accordance with its terms on the date on which all conditions to the effective date of the Plan as set forth in Section 9.2 of the Plan have been satisfied or waived as provided in Section 9.3 of the Plan (the "Effective Date"). The Debtors shall file a notice of the occurrence of the Effective Date with the Bankruptcy Court, mail a copy thereof to all parties on the 2002 Service List maintained in these cases, and post a copy at <http://loganandco.com>.

4. All final applications seeking allowance and payment of Professional Fee Claims pursuant to Sections 327, 328, 330, 331, 503(b), or 1103 of the Bankruptcy Code and Substantial Contribution Claims under Section 503(b)(3), (4), or (5) of the Bankruptcy Code must be filed and served on the Reorganized Debtors, their counsel, and other necessary parties in interest no later than sixty (60) days after the Effective Date, unless otherwise ordered by the Bankruptcy Court.

5. All Requests for Payment of an Administrative Claim (other than as set forth in Sections 3.1(a) and 11.1 and Section 11.2 of the Plan) must be filed with the Bankruptcy Court and served on counsel for the Debtors or Reorganized Debtors no later than forty-five (45) days after the Effective Date. Notwithstanding the foregoing, (a) no Request for Payment need be filed with respect to an undisputed postpetition obligation which was paid or is payable by any of the Debtors in the ordinary course of business; (b) no Request for Payment need be filed with respect to Cure owing under an executory contract or unexpired lease if (i) the amount of Cure is fixed or proposed to be fixed by the Confirmation Order or other order of the Bankruptcy Court either pursuant to the Plan or pursuant to a motion to assume and fix the amount of Cure filed by the Debtors and (ii) a timely objection asserting an increased amount of Cure has been filed by the non-Debtor party to the subject contract or lease; and (c) no Request for Payment need be filed with respect to fees payable pursuant to Section 1930 of Title 28 of the United States Code.

6. If the rejection of an executory contract or unexpired lease pursuant to the Plan results in a Claim, then such Claim shall be forever barred and shall not be enforceable against any Debtor or Reorganized Debtor or the properties of any of them unless a Proof of Claim is filed with the claims agent and served upon counsel to the Reorganized Debtors and the Litigation Trustee within thirty (30) days after entry of the

Confirmation Order. The foregoing applies only to Claims arising from the rejection of an executory contract or unexpired lease; any other Claims held by a party to a rejected contract or lease shall have been evidenced by a Proof of Claim filed by earlier applicable bar dates, or shall be otherwise Allowed, and if not shall be barred and unenforceable unless otherwise ordered by the Bankruptcy Court.

Dated: \_\_\_\_\_, 2010

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Co-Counsel for the Debtors and Debtors in Possession

The names of the Debtors and their respective addresses, case numbers, and federal tax identification numbers (EINs) are set forth in the following chart.

DEBTOR	ADDRESS	CASE NO.	EIN
Freedom Communications Holdings, Inc.	17666 Fitch, Irvine, CA 92614	09-13046	33-0942814
Freedom Communications, Inc.	17666 Fitch, Irvine, CA 92614	09-13047	95-1140750
Freedom Broadcasting, Inc.	17666 Fitch, Irvine, CA 92614	09-13048	33-0790025
Freedom Broadcasting of Florida, Inc.	1100 Fairfield Drive, West Palm Beach, FL 33407	09-13049	33-0686581
Freedom Broadcasting of Florida Licensee, L.L.C.	1100 Fairfield Drive, West Palm Beach, FL 33407	09-13050	20-0501198
Freedom Broadcasting of Michigan, Inc.	5815 S. Pennsylvania Avenue, Lansing, MI 48911	09-13051	38-3396110
Freedom Broadcasting of Michigan Licensee, L.L.C.	5815 S. Pennsylvania Avenue, Lansing, MI 48911	09-13052	20-0501122
Freedom Broadcasting of New York, Inc.	1400 Balltown Road, Schenectady, NY 12309	09-13053	14-1676522
Freedom Broadcasting of New York Licensee, L.L.C.	1400 Balltown Road, Schenectady, NY 12309	09-13054	20-0499356
Freedom Broadcasting of Oregon, Inc.	1440 Rossanley Drive, Medford, OR 97501	09-13055	95-3557291
Freedom Broadcasting of Oregon Licensee, L.L.C.	1440 Rossanley Drive, Medford, OR 97501	09-13056	20-0499295
Freedom Broadcasting of Southern New England, Inc.	17666 Fitch, Irvine, CA 92614	09-13057	95-3777274
Freedom Broadcasting of Southern New England Licensee, L.L.C.	17666 Fitch, Irvine, CA 92614	09-13058	20-0501177
Freedom Broadcasting of Texas, Inc.	2955 I-10 East, Beaumont, TX 77702	09-13059	95-3872093
Freedom Broadcasting of Texas Licensee, L.L.C.	2955 I-10 East, Beaumont, TX 77702	09-13061	20-0501147
Freedom Broadcasting of Tennessee, Inc.	4279 Benton Drive, Chattanooga, TN 37406	09-13062	58-1117961
Freedom Broadcasting of Tennessee Licensee, L.L.C.	4279 Benton Drive, Chattanooga, TN 37406	09-13063	20-0499430
Freedom Magazines, Inc.	17666 Fitch, Irvine, CA 92614	09-13064	33-0570328
Freedom Metro Information, Inc.	17666 Fitch, Irvine, CA 92614	09-13065	33-0991604
Freedom Newspapers, Inc.	17666 Fitch, Irvine, CA 92614	09-13066	33-0743240
Orange County Register Communications, Inc.	625 N. Grand Avenue, Santa Ana, CA 92701	09-13067	33-0867980

DEBTOR	ADDRESS	CASE NO.	EIN
OCR Community Publications, Inc.	625 N. Grand Avenue, Santa Ana, CA 92701	09-13068	33-0879752
OCR Information Marketing, Inc.	625 N. Grand Avenue, Santa Ana, CA 92701	09-13069	33-0867983
Appeal-Democrat, Inc.	1530 Ellis Lake Drive, Marysville, CA 95901	09-13070	68-0424121
Florida Freedom Newspapers, Inc.	501 W. 11th Street, Panama City, FL 32401	09-13071	59-1264227
Freedom Arizona Information, Inc.	120 West First Avenue, Mesa, AZ 85210	09-13072	33-0915796
Freedom Colorado Information, Inc.	30 South Prospect Street, Colorado Springs, CO 80903	09-13073	84-1517806
Freedom Eastern North Carolina Communications, Inc.	1300 Gum Branch Road, Jacksonville, NC 28540	09-13074	56-2185563
Freedom Newspapers of Illinois, Inc.	111 E. Broadway, Alton, IL 62002	09-13075	37-1402222
Freedom Newspapers of Southwestern Arizona, Inc.	2055 South Arizona Avenue, Yuma, AZ 85364	09-13076	33-0915797
Freedom Shelby Star, Inc.	315 E. Graham Street, Shelby, NC 28150	09-13077	56-2018425
Illinois Freedom Newspapers, Inc.	235 W. State Street, Jacksonville, IL 62650	09-13078	33-0678308
Missouri Freedom Newspapers, Inc.	700 S. Massachusetts Avenue, Sedalia, MO 65301	09-13079	33-0678310
Odessa American	222 W. Fourth Street, Odessa, TX 79761	09-13080	75-0757714
The Times – News Publishing Company	707 S. Main Street, Burlington, NC 27215	09-13081	56-0430230
Victor Valley Publishing Company	13891 Park Avenue, Victorville, CA 92392	09-13082	95-2406082
Daily Press	13891 Park Avenue, Victorville, CA 92392	09-13083	95-2093610
Freedom Newspaper Acquisitions, Inc.	17666 Fitch, Irvine, CA 92614	09-13084	33-0744322
The Clovis News-Journal	521 Pile Street, Clovis, NM 88101	09-13085	85-0035820
Freedom Newspapers of New Mexico, L.L.C.	521 Pile Street, Clovis, NM 88101	09-13086	74-2815360
Gaston Gazette, LLP	1893 Remount Road, Gastonia, NC 28054	09-13087	56-0904885
Lima News	3515 Elida Road, Lima, OH 45807	09-13088	34-4466918
Porterville Recorder Company	115 E. Oak Avenue, Porterville, CA 93257	09-13089	95-3317735
Seymour Tribune Company	100 St. Louis Avenue, Seymour, IN 47274	09-13090	35-1307550
Victorville Publishing Company	13891 Park Avenue, Victorville, CA 92392	09-13091	33-0047617
Freedom Newspapers	1400 E. Nolana Loop, McAllen, TX 78504	09-13092	74-1157766
The Creative Spot, L.L.C.	1400 E. Nolana Loop, McAllen, TX 78504	09-13093	74-2962420
Freedom Interactive Newspapers, Inc.	17666 Fitch, Irvine, CA 92614	09-13094	33-0859343
Freedom Interactive Newspapers of Texas, Inc.	1400 E. Nolana Loop, McAllen, TX 78504	09-13095	74-2988187
Freedom Services, Inc.	17666 Fitch, Irvine, CA 92614	09-13096	33-0873125