

January 9, 2009

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**Re: GateHouse Media Massachusetts I, Inc. v. The New York Times Co.**  
**C.A. No.: 08-cv-12114-WGY.**

Dear Mike and Joe:

This letter summarizes our understanding of the positions that have been taken by Plaintiff GateHouse in this case based on representations made in conversations among counsel.

First, it is our understanding that GateHouse will not proceed with any action or claim based on any allegations that Defendant New York Times (or any other entity) accomplished any accessing, copying or posting of GateHouse headlines, ledes, or content through the circumvention of any technological steps taken by GateHouse in an attempt to prevent the copying or posting of GateHouse headlines, ledes, or content. Further, GateHouse will not rely for any action or claim on any allegations contained in paragraphs 43 or 44 of the Complaint in this action, or in the Affidavit of Willard Blevins submitted with the Complaint and in support of its application for injunctive relief in this action, or on any other similar allegations related to the allegations contained in that material.

Second, GateHouse does not claim that the act of "linking" or "deep linking" to its website or article pages by Defendant New York Times (or any other entity) constitutes unlawful activity of any kind. Rather, GateHouse claims that the particular display and amount of linking (i.e. the number of links to GateHouse websites, the use of verbatim headlines and ledes in conjunctions with the links, the manner of attribution for the headlines and ledes, and the overall display of the headlines and ledes on the Defendant's website(s)) constitutes unlawful activity in the form of

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copyright infringement, trademark infringement, trademark dilution, unfair competition, and breach of contract.

If our understanding is incorrect, please notify us by next Monday. Because we have targeted our discovery based on these understandings based on conversations among counsel, to the extent that these understandings are incorrect, we reserve the right to notice additional depositions and take additional discovery.

Very truly yours,



R. David Hosp