

format to the acquirer (if such format is not readable or usable by commercially available software, then New Times shall provide such data in such format the acquirer may reasonably specify) all other information relating to the publication of New Times LA stored on New Times's computer hardware (provided that, with respect to any rights not legally transferable, New Times shall assist, and neither impede nor hinder, the acquirer in negotiating with, and obtaining all necessary legal rights from, the third party who controls such rights);

(3) All office furniture, telephone systems, T-1 lines, fax machines, copy machines, stationery, business cards, rate kits, and all other supplies and equipment used by the New Times LA;

(4) All rights to the print and electronic archives of New Times LA publications and articles on a non-exclusive basis;

(5) All graphics and artworks used in the publication of the New Times LA and New Times's other alternative newsweeklies as of October 1, 2002, on a non-exclusive basis;

(6) All assets used in the publication of the New Times LA, including all distribution racks, street distribution boxes, permits and licenses for individual distribution racks and boxes, route sheets, and leases or other rights to real property from which New Times published the New Times LA; and

(7) All other tangible and intangible assets used in the publication of the New Times LA, including, but not limited to: All other leases; all licenses, permits and authorizations issued by any governmental organization; all contracts, teaming arrangements, agreements, commitments, certifications, and understandings, including supply agreements; all customer lists, contracts, accounts, and credit records; all agreements with retailers, wholesalers, or any other person regarding the sale, promotion, marketing, advertising or placement of such products; all graphics and artwork relating exclusively to the New Times LA; all other records stored in the offices of, or generated by or for, the New Times LA; all technical information, computer software and related documentation, and know-how, and information relating to plans for, or improvements to, the New Times LA; all research, packaging, sales, marketing, advertising, and distribution know-how, information, data and documentation, including marketing and sales data, and layout designs used exclusively in, or which relate exclusively to, the publication of the New Times LA (and copies of such know-how, information,

data and documentation which relates to the publication of the New Times LA); all manuals and technical information New Times provided to any of its New Times LA employees, customers, suppliers, agents or licensees; and all specifications for materials.

(N) "Ohio Attorney General" means the Office of the Attorney General of the State of Ohio.

(O) "Publication" means all activities associated with the business of offering an alternative newsweekly to the public as a commercial endeavor, including, but not limited to, editing, writing, printing, circulating, operating, marketing, and distributing such alternative newsweeklies, and selling advertisements and promotions therein.

(P) "State Attorneys General" means the California Attorney General and the Ohio Attorney General.

(Q) "Village Voice Media" means defendant Village Voice Media, LLC, a limited liability company organized and existing under the laws of the State of Delaware with its headquarters in New York, New York, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, including without limitation LA Weekly Media, Inc. and Cleveland Free Times Media, Inc., and their directors, officers, managers, agents, and employees.

(R) The terms "and" and "or" have both conjunctive and disjunctive meanings.

III. Applicability

(A) This final judgment applies to Village Voice Media and New Times, as defined above, and all other persons in active concert or participation with any of them who receive actual notice of this Final Judgment by personal service or otherwise.

(B) Defendants shall require, as a condition of the sale or other disposition of all or substantially all of their assets or of lesser business units that include any of the divestiture assets that the purchaser agrees to be bound by the provisions of this final judgment, provided, however, that Village Voice Media and New Times need not obtain such an agreement from the acquirer(s).

IV. Prohibited and Required Conduct

(A) Village Voice Media and New Times are enjoined as of the filing of the Complaint in this matter from taking any actions in furtherance of, or required under, either the Cleveland asset purchase agreement or the Los Angeles asset purchase agreement. Village Voice Media's and New Times's obligation under this final judgment

supercede their obligations under either of these agreements, and Village Voice Media and New Times shall not object to the performance of their obligations under this final judgment on the grounds that those obligations would cause them to breach either agreement.

(B) For a period of two years commencing upon the filing date of the complaint in this matter, Village Voice Media shall permit any advertiser that entered during the LA Weekly termination period into a written or oral contract to advertise in, or engage in a promotion with, the LA Weekly, solely at the advertiser's option, to terminate such contract without penalty, retaliatory action, or threat of retaliatory action. Village Voice Media shall provide all affected advertisers a copy of this final judgment within 15 calendar days after the filing of the complaint in this matter, and inform in writing all affected advertisers within: (i) Fifteen calendar days after the filing of the complaint in this matter; and (ii) thirty calendar days after consummation of the divestiture of the New Times LA assets, of their rights to terminate at their option their advertising or promotion contracts with the LA Weekly.

(C) For a period of two years commencing upon the filing date of the complaint in this matter, New Times shall permit any advertiser that entered during the Cleveland Scene termination period into a written or oral contract to advertise in, or engage in a promotion with, the Cleveland Scene, solely at the advertiser's option, to terminate such contract without penalty, retaliatory action, or threat of retaliatory action. New Times shall provide all affected advertisers a copy of this final judgment within 15 calendar days after the filing of the complaint in this matter, and inform in writing all affected advertisers within: (i) Fifteen calendar days after the filing of the complaint in this matter; and (ii) 30 calendar days after consummation of the divestiture of the Cleveland Free Times assets, of their right to terminate at their option their advertising or promotion contracts with the Cleveland Scene.

(D) Each defendant, its officers, directors, agents, and employees, acting or claiming to act on its behalf, and successors and all other persons action or claiming to act on its behalf, are enjoined and restrained from, in any matter, directly or indirectly, entering into, continuing, maintaining, or renewing any market or customer allocation agreement, or from engaging in any other combination, conspiracy, contract, agreement, understanding or concert of action having a similar purpose or effect, and from adopting or