

## EXHIBIT A

### Sale Procedures

The following procedures (the “Sale Procedures”) have been authorized and established by the Order of the United States Bankruptcy Court for the Eastern District of New York (the “Court”), entered on \_\_\_\_\_, 2010 (the “Sale Procedures Order”) in the jointly administered bankruptcy case entitled *In re The Brown Publishing Company, et al.*, Case No. 10-73295, to govern the auction (the “Auction”) for the sale (the “Sale”) of the assets (the “Assets”) owned by The Brown Publishing Company and The Brown Media Holdings Company and their respective debtor subsidiaries (collectively, the “Debtors”).

A. **Assets To Be Sold** – The Debtors intend to sell substantially all of their Assets in accordance with these Sale Procedures, and invite interested parties to submit bids for all, or any identifiable part, of the Assets in accordance with these Sale Procedures, including, without limitation, any competing bids for the Assets covered by the Brown Media APA (as hereafter defined). To be considered, a bid must be a “Qualified Bid” as set forth below.

B. **Stalking Horse Bidder** – Brown Media Corporation (“Brown Media”) has submitted, and the Debtors have determined to accept, an Asset Purchase Agreement dated May 4, 2010 (the “Brown Media APA”), which provides for the purchase of the Assets in exchange for consideration of \$15,300,000.

C. **Break-Up Fee and Expense Reimbursement** – Subject to the satisfaction of certain conditions set forth in the Brown Media APA, the Sale Procedures Order and the Brown Media APA provide for the payment to Brown Media of a break-up fee in the amount of \$800,000 (the “Break-Up Fee”), which is to be paid to Brown Media in the event that Brown Media is not the successful purchaser of all or any part of the assets covered by the Brown Media APA. The full amount of the Breakup Fee shall be paid to Brown Media from the proceeds of the Good Faith Deposit furnished by the successful purchaser(s), concurrently with the consummation of such sale, in immediately available funds. The Debtors may consider the amount of the Break-Up Fee in determining the highest or best bid and the net value that the Debtors would realize from any competing bid submitted at any Auction.

D. **Notice** – In connection with previous efforts to sell some or all of their assets, the Debtors developed a list of prospective purchasers whom the Debtors believe may potentially be interested in, and whom the Debtors reasonably believe would have the financial resources to consummate, a purchase of some or all of the Debtors’ assets (each, a “Contact Party” and collectively, the “Contact Parties”).

Within three (3) business days after the entry of the Sale Procedures Order, the Debtors will serve the Motion, the Brown Media APA, the Sale Procedures, the Sale Procedures Order and the Auction Notice on the following parties (collectively, the “Auction Notice Parties”) by first-class mail postage pre-paid: (a) the Office of the U.S. Trustee for the Eastern District of New York, 560 Federal Plaza, Central Islip, NY 11722, Attn: Stan Yang, Esq., (b) counsel to the successor agent to the Debtors’ pre-petition secured first lien lenders, Reed Smith LLP, 2500 One Liberty Place, 1650 Market Street, Philadelphia, PA 19103, Attn: Matthew E. Tashman,

Esq.; (c) counsel to the successor agent to the Debtors' pre-petition secured second lien lenders, Proskauer Rose LLP, One International Place, Boston, MA 02110, Attn: Peter J. Antoszyk, Esq., (d) all other parties known to have a lien, claim, encumbrance or interest in, on or against any of the assets proposed to be sold, (e) all parties who have specifically requested notice pursuant to Bankruptcy Rule 2002, (f) counsel to Brown Media, Pryor Cashman LLP, 7 Times Square, New York, New York 10036, Attn: Richard Levy, Jr., Esq., (g) all parties the Debtors believe may be interested in, and have the financial resources to consummate, a purchase of the Assets; and (h) all counterparties to contracts with the Debtors including, without limitation, real estate leases, that the Debtors propose to assume and assign to Brown Media pursuant to the Brown Media APA.

E. **Data Room and Information Access** – Upon execution of a confidentiality agreement with the Debtors, a copy of which can be found at [website address to come] Contact Parties or other potential bidders that express an interest in obtaining information relevant to the Assets for the purposes of conducting a due diligence investigation will be provided access to certain relevant books and records, significant agreements, and other financial and/or operational information.

F. **Qualified Bidders** – Only “Qualified Bidders” will be eligible to participate in the Auction. The Brown Media APA shall be considered a Qualified Bid (as defined below) and Brown Media shall be a Qualified Bidder for all purposes and requirements under these Sale Procedures. In order for a proposed bid to be deemed a Qualified Bid, the bid must meet each and all of the criteria for Qualified Bids set forth below. Unless a bid containing all of the requirement documents and information is submitted by the Bid Deadline, it will not constitute a Qualified Bid and the Debtors may, but will have no duty or obligation to, consider such non-qualified bid.

To be deemed a “Qualified Bidder,” each potential bidder must submit to the Debtors: (1) a Qualified Bid (as defined below) to purchase any or all of the Assets; (2) an executed confidentiality agreement in a form and substance acceptable to the Debtors; and (3) sufficient financial and other information (the “**Financial Information**”) to establish, to the Debtors' satisfaction, the bidder's financial ability to consummate the transactions contemplated by the asset purchase agreement proposed. The required Financial Information must also include financial and other information demonstrating the bidder's ability to provide adequate assurance of future performance under section 365 of the Bankruptcy Code for any executory contracts or unexpired leases which the bidder seeks to have assumed and assigned to the bidder in connection with the Sale.

G. **Qualified Bids** - To constitute a “Qualified Bid,” a bid must meet the following conditions:

- i. the bidder must submit a clean, fully executed and binding asset purchase agreement (the “**Modified APA**”), and, to the extent the Modified APA relates to the assets covered by the Brown Media APA, the bidder must also provide a blackline marked to show changes against the Brown Media APA;

- ii. the bid must provide that the entire purchase price will be paid in cash at closing;
- iii. a bid for all of the Assets covered by the Brown Media APA must offer to pay a purchase price higher than the “Purchase Price” offered by Brown Media in the Brown Media APA by the aggregate amount of the Break-Up Fee plus at least \$50,000 for the initial bid, and \$50,000 for any additional incremental bid;
- iv. the bidder’s offer must be irrevocable until the closing of the purchase of the Assets in the event that the bidder is the Successful Purchaser (defined below);
- v. the bidder’s offer must identify each and every executory contract and unexpired lease that the bidder proposes to have assigned to it as a condition to closing;
- vi. the bidder must provide Financial Information to the Debtors in a form that is satisfactory to the Debtors, so as to allow the Debtors to file and serve a schedule listing the proposed cure amounts (the “Cure Schedule”) and any information relating to adequate assurance of future performance on non-debtor counterparties to any Assigned Contracts with the Sale Hearing notice;
- vii. the bidder’s offer must not include any due diligence or financing requirements of any kind;
- viii. the bidder shall not be entitled to any break-up fee, expense reimbursement or other similar payment;
- ix. the bidder must identify any party or entity that will be participating in its bid on the Assets, together with the complete terms of such participation;
- x. the bidder must submit evidence that the submission, execution, delivery and closing of the Modified APA has been authorized and approved by the bidder’s board of directors (or similar corporate governing body);
- xi. the bidder’s offer must be accompanied by a cash deposit in an amount representing seven percent (7%) of the purchase price proposed by such bidder for its purchase of the Assets (the “Good Faith Deposit”);
- xii. as set forth in ¶ M below, if a bidder is the Next Highest Bidder (defined below) at the Auction, the Next Highest Bidder’s offer shall remain open and its Good Faith Deposit shall be held in the event that the Successful Purchaser is unable to close the Sale contemplated by the Successful Bid. Once the Sale closes with the Successful Purchaser, the

Next Highest Bidder's Good Faith Deposit shall be returned to the Next Highest Bidder;

xiii. the Good Faith Deposit shall be held in an interest-bearing escrow account maintained by an escrow agent selected by the Debtors;

xiv. the Breakup Fee payable by the successful purchaser(s) shall be paid from the proceeds of the Good Faith Deposit, unless otherwise agreed by the Debtors and the successful purchaser(s); and

xv. the bidder's offer must be accompanied by clean and blacklined versions of a form of sale order that the bidders would propose for submission to the Bankruptcy Court for approval at the Sale Hearing. The blacklined version of the proposed sale order shall show the differences between the proposed sale order submitted by Brown Media and the proposed sale order being submitted by the bidder.

Notwithstanding the foregoing, the Debtors shall have the right to waive any of the aforementioned requirements and deem a bid a Qualified Bid if the Debtors determine that allowing such bid will aid in maximizing the value to be gained from the sale of the Debtors' assets, except that the Debtors may not change (i) the amount of the initial overbid required under Paragraph (iii) above with respect to a bid for all of the assets of the Debtors, (ii) the amount or form of the Good Faith Deposit required under Paragraph (xi) and (iii) the irrevocability of a bid required by Paragraph (iv) above.

Upon consultation with its financial advisors, the Debtors shall notify bidders whether their bids meet the requirements of a Qualified Bid by no later than \_\_\_\_\_, 2010.

H. **Bid Deadline** – All Qualified Bids must be submitted in writing no later than two (2) business days prior to the Auction to Debtors' counsel:

K&L Gates LLP  
599 Lexington Avenue  
New York, NY 10022  
Attn: Edward M. Fox, Esq. and Eric T. Moser, Esq.  
Tel. No. (212) 536-3900  
Fax No. (212) 536-3901  
E-mail: edward.fox@klgates.com and eric.moser@klgates.com

Only Brown Media and entities that timely submitted Qualified Bids may participate in the Auction. The Debtors will not be required to entertain any bids by non-qualified bidders submitted at or after the Auction.

I. **Credit Bids** – Pursuant to 11 U.S.C. § 363(k), any credit bid submitted by any of the Debtors' secured lenders for all or any portion of the Assets must be submitted by the Bid Deadline, in accordance with the terms of the Sale Procedures. Any such credit bid shall be governed by the Sale Procedures.

J. **No Competing Qualified Bids** – If, on or before the Bid Deadline, the Debtors do not receive at least one (1) additional Qualified Bid, or the Debtors elect to cancel the Auction pursuant to paragraph K below, Brown Media shall be the Successful Bidder with respect to the Assets.

K. **Auction** – If, on or before the Bid Deadline, the Debtors receive at least one (1) additional Qualified Bid for the Assets or any portion thereof, the Debtors shall hold an Auction unless the Debtors, in consultation with their financial advisors, in the exercise of their sound business judgment, decide that all of the Qualified Bids submitted with respect to the Assets are unacceptable and that canceling the Auction would be in the best interest of the Debtors’ creditors and estates, in which case Brown Media shall be the Successful Bidder.

The Auction will occur on \_\_\_\_\_, 2010 at the offices of K&L Gates LLP, 599 Lexington Avenue, New York, New York 10022, or such other location as may be determined by the Debtors as set forth in a notice to be distributed to all Qualified Bidders.

The Auction will be governed by the following procedures:

- i. Unless the Debtors otherwise agree, only representatives of the Debtors, the Debtors’ pre-petition secured lenders, counsel to the official committee of unsecured creditors and any Qualified Bidders that have submitted Qualified Bids shall be permitted to attend the Auction;
- ii. Only Qualified Bidders will be allowed to participate in the Auction and to submit subsequent bids at the Auction;
- iii. Qualified Bidders must appear in person at the Auction or through a duly authorized representative;
- iv. The Debtors will notify Qualified Bidders of the amount of the highest bid (the “Initial Highest Bid”) for the Assets, as appropriate, prior to the Auction;
- v. Qualified Bidders must submit bids in minimum increments of at least \$50,000 higher than the Initial Highest Bid and each subsequent bid;
- vi. Qualified Bidders will have the opportunity to revise their Modified APAs at the Auction;
- vii. During the Auction, each Qualified Bidder will be informed of the terms of the previous bid;
- viii. The Auction will continue with respect to any single Asset, any part of the Assets or all of the Assets until only one (1) bid or combination of bids remains as the highest and best offer (the “Successful Bid”) for any single Asset, any part of the Assets or all of the Assets, respectively; at which time the Debtors, in their sole discretion, shall determine which bid or combination of bids constitute(s) the highest and best offer(s);

- ix. When bidding at the Auction, Brown Media shall receive a “credit” in the amount of the Breakup Fee;
- x. The Debtors may employ and announce at the Auction additional procedural rules that are reasonable under the circumstances for conducting the Auction, provided that such rules are not inconsistent with these Sale Procedures.
- xi. The bidder(s) that submits the Successful Bid shall be the “Successful Purchaser(s)”; and
- xii. Within one (1) business day after concluding the Auction, the Successful Purchaser(s) must complete and execute all agreements, contracts, instruments or other documents setting forth the terms and conditions upon which the Successful Bid(s) was made.

K. **Sale Hearing Notice** – Upon the determination of the Successful Bidder(s), the Debtors will file and serve the Sale Hearing Notice identifying the Successful Purchaser(s), a Cure Schedule listing the proposed cure amounts for each Assumed Contract which the Successful Purchaser(s) seeks to have assigned to it pursuant to the Sale (unless the counterparty to such Assumed Contract has been previously listed in the Cure Schedule attached to the Brown Media APA) along with a proposed Sale Order, on the Auction Notice Parties (as set forth in ¶ D above) as well as on: (a) all counterparties to the Assigned Contracts whose executory contracts and unexpired leases the Debtors propose to assume and assign to the Successful Purchaser and (b) all known creditors of the Debtors (collectively with the Auction Notice Parties, the “Sale Hearing Notice Parties”).

L. **Sale Hearing** – The Court will conduct a Sale Hearing on \_\_\_\_\_, 2010 at \_\_\_\_\_ a.m./p.m. (prevailing Eastern time). The Sale Hearing may be adjourned from time to time without further notice.

M. **Closing, and Return of Good Faith Deposits to Unsuccessful Bidders** – At the closing of the Sale, the Successful Purchaser(s) will be required to pay in immediately available funds the balance equal to the Successful Bid to the Debtors in accordance with, and subject to the terms and conditions of, the Brown Media APA or the Modified APA, as the case may be.

If, for any reason, the Successful Purchaser(s) is unable to close the Sale contemplated by the Successful Bid, then the Debtors shall be authorized to close the Sale with the Qualified Bidder(s) that submitted the next highest bid (the “Next Highest Bidder”) without notice to any parties or additional order of the Court.

The Good Faith Deposits submitted by all Qualified Bidders, other than the Successful Purchaser or the Next Highest Bidder (in the event that the Successful Purchaser is unable to close the Sale), shall be returned to such Qualified Bidders within three (3) business days after the Auction. The Good Faith Deposit of the Successful Purchaser and the Next Highest Bidder shall be held until the closing of the Sale and will be applied to the amount of the Successful Bid in accordance with the Brown Media APA or the Modified APA as the case may be. If the



Successful Purchaser closes the Sale, then the Debtors shall return the Good Faith Deposit of the Next Highest Bidder within three (3) business days of such closing.

Notwithstanding the foregoing, if the Successful Purchaser fails to close the Sale, the Successful Purchaser's Good Faith Deposit shall be retained by the Debtors on accounts of damages suffered by it as a result of such failure to close, without prejudice to the Debtors' ability to seek to recover additional damages from the Successful Purchaser. If the Successful Purchaser and the Next Highest Bidder both fail to close the Sale, the Next Highest Bidder's Good Faith Deposit shall be retained by the Debtors on accounts of damages suffered by it as a result of such failure to close, without prejudice to the Debtors' ability to seek to recover additional damages from the Next Highest Bidder.

N. **Reservation of Rights** – The Debtors shall have the right to: (i) decide which bidders constitute Qualified Bidders; (ii) decide which bids constitute Qualified Bids; (iii) choose which Qualified Bid(s) constitute, individually or collectively, the highest and best offer; and (iv) reject any bid that does not conform to the requirements of these Sale Procedures or that is otherwise inadequate.

O. **Jurisdiction** – The Court shall retain exclusive jurisdiction over any matter or dispute arising from, or related to, the Sale of the Assets, the Sale Procedures, the Sale Procedures Order, the Sale Hearing, the Auction, and the Brown Media APA or the Modified APA.