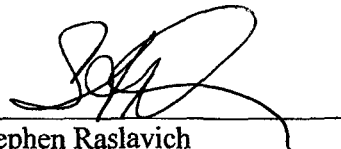


4. Notwithstanding the possible applicability of Bankruptcy Rules 6004(g), 7062, 9014 or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.



Stephen Raslavich
Chief Judge
United States Bankruptcy Court

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:))	Chapter 11
Philadelphia Newspapers, LLC, <i>et al.</i> , ¹))	Case No. 09-11204 (SR)
Debtors.))	Jointly Administered

STIPULATION GRANTING RELIEF FROM AUTOMATIC STAY

This Stipulation (the “Stipulation”) is made this 8th day of January 2010, by and between the above-captioned Debtors (the “Debtors”) and Crystal Williams (the “Plaintiff”), by and through their undersigned counsel (collectively, the Debtors and Crystal Williams are referred to herein as the “Parties”).

RECITALS

WHEREAS, on February 22, 2009 (the “Petition Date”), the Debtors, with the exception of Philadelphia Media Holdings, LLC, which filed for Chapter 11 relief on June 10, 2009, filed with this Court voluntary petitions for relief under Chapter 11 of the Bankruptcy Code; and

WHEREAS, on March 23, 2009, the Debtors filed a complaint (the “Adversary Proceeding”) against Plaintiff and others pursuant to 11 U.S.C. §§ 105(a) seeking to temporarily enjoin the continuation of certain litigation against the Non-Debtors; and

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: PMH Acquisition, LLC (1299), Broad Street Video, LLC (4665), Philadelphia Newspapers, LLC (3870), Philadelphia Direct, LLC (4439), Philly Online, LLC (5185), PMH Holdings, LLC (1768), Broad Street Publishing, LLC (4574), Philadelphia Media, LLC (0657), and Philadelphia Media Holdings, LLC (4680).

WHEREAS, on May 8, 2009, the Bankruptcy Court entered a preliminary injunction and extended the automatic stay of 11 U.S.C. § 362(a) thereby temporarily enjoining the continuation of certain litigation against certain Non-Debtors (the "Preliminary Injunction") for a period of sixty days; and

WHEREAS, the Preliminary Injunction has been extended by the Bankruptcy Court from time to time and currently expires upon confirmation of a plan of reorganization in these cases;

WHEREAS, on May 15, 2009, the Debtors sought an extension of the period within which they may remove certain non-bankruptcy litigation (the "Removal Period");

WHEREAS, on June 19, 2009, the Bankruptcy Court entered an order extending the Removal Period through August 21, 2009, which period has been extended by the Bankruptcy Court from time to time and currently expires upon confirmation of a plan of reorganization in these cases;

WHEREAS, on November 11, 2009, subsequent to the Petition Date, Plaintiff initiated an action in the Court of Common Pleas for Philadelphia County *Crystal Williams v. Timothy Johnston, Philadelphia Newspapers, Inc. and USAA Casualty Insurance Company*, November Term 2009; No. 001798 (the "Civil Action") against Debtor Philadelphia Newspapers, LLC and its employee, Timothy Johnston (the "Non-Debtor"), in an effort to preserve the limitations period applicable to Debtor within which to bring such action; and

WHEREAS, subsequent to filing the Civil Action, Plaintiff's counsel made a request (the "Request") that, with respect to Debtor Philadelphia Newspapers, LLC, Debtors consent to relief

from the automatic stay, *nunc pro tunc*, to permit the filing of the Civil Action against Debtor Philadelphia Newspapers, LLC; and

WHEREAS, in light of the nature of the Civil Action and the costs and uncertainties of litigating the Request, the Debtors have agreed to stipulate to relief from the automatic stay, on the terms set forth herein; and

WHEREAS, the Debtors have reviewed the terms of the Stipulation and believe in their business judgment that approval of the Stipulation is in the best interests of their estates;

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties, intending to be legally bound, stipulate and agree as follows:

1. The above recitals are incorporated herein as if set forth fully at length.
2. This Stipulation is subject to Bankruptcy Court approval. The Debtors shall submit this Stipulation to the Bankruptcy Court for approval, and the Parties agree to cooperate to obtain such approval.
3. In exchange for the Plaintiff's agreement that the Civil Action be subject to the preliminary injunction issued in Adversary Proceeding 09-00085 (as such injunction may be extended from time to time) as well as the extension of the Removal Period (as such extension may be further extended from time to time), the automatic stay shall be lifted solely for the purpose of allowing Plaintiff to file, *nunc pro tunc*, the Civil Action against Debtor Philadelphia Newspapers, LLC and its employee, Timothy Johnston, where it will thereafter remain in suspense as against the Debtors and the Non-Debtor pursuant to the preliminary injunction

issued in Adversary Proceeding 09-00085 and subject to orders of the Bankruptcy Court extending the Removal Period.

5. The Parties understand and agree that neither the making of this Stipulation, nor anything contained herein, shall be construed or considered in any way to be an acknowledgement that cause for relief from the automatic stay exists or an admission of guilt, wrongdoing or noncompliance with federal, state or local law, statute, order or regulation, the Bankruptcy Code, tortious act, breach of contract, or violation of common law, or any other wrong doing whatsoever.

6. This Stipulation constitutes the entire agreement between the Parties and may not be altered or modified other than by a writing signed by all of the Parties.

7. This Stipulation may be executed in counterparts.

8. This Stipulation is to be construed under the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law. Without limiting the foregoing, the Parties hereby expressly and irrevocably waive any claim or defense based on any alleged lack of personal jurisdiction, improper venue or forum non conveniens, or any similar basis.

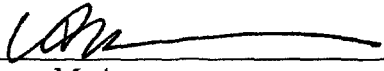
9. This Stipulation shall be binding upon the Parties hereto and their respective executors, heirs, successors and assigns.

10. Each representative signing this agreement represents and warrants that he has authority to bind his respective client(s) to the terms of this Stipulation.

11. This Stipulation is the result of negotiations between the Parties, each of whom is represented by counsel of its choosing. Accordingly, the Parties agree that the normal rule of construction construing any ambiguity against the drafter shall not be employed in the interpretation of this Stipulation or any amendment to it.

AGREED TO BY:

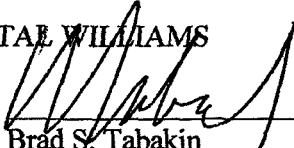
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