

**IN THE 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-JKF
)	
	)	Jointly Administered
Debtor.)	
_____)	

**APPLICATION OF OFFICIAL COMMITTEE OF UNSECURED
CREDITORS PURSUANT TO SECTIONS 1103(a) AND 328(a)
OF THE BANKRUPTCY CODE FOR AUTHORITY TO EMPLOY
CHANIN CAPITAL PARTNERS AS FINANCIAL ADVISORS FOR
THE COMMITTEE *NUNC PRO TUNC* TO MARCH 2, 2009**

The Official Committee of Unsecured Creditors in the above-captioned case (the “Committee”), hereby applies to this Court (the “Application”) for an order pursuant to sections 1103(a) and 328(a) of the Bankruptcy Code (as defined below) and Federal Rule of Bankruptcy Procedure 2014(a), authorizing the employment and retention of Chanin Capital Partners (“Chanin” or the “Firm”) as financial advisors *nunc pro tunc* to March 2, 2009. In support of this Application, the Committee submits the Affidavit of Brent Williams (the “Williams Affidavit”), attached hereto as Exhibit A, and states as follows:

Jurisdiction

1. This Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. The statutory predicates for the relief requested herein are sections 1103(a) and 328(a) of Chapter 11 of title 11 of the United States Code (as the same may be amended, the

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

“Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (as the same may be amended, the “Bankruptcy Rules”), and Rule 9013-1(d) of the Local Bankruptcy Rules for the United States Bankruptcy Court for the Eastern District of Pennsylvania (as the same may be amended, the “Local Rules”).

Background

3. On February 22, 2009 (the “Petition Date”), the above captioned Debtors each filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (the “Bankruptcy Cases”).

4. The Debtors continue to operate their business and to manage their property as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

5. No trustee or examiner has been requested or appointed in these Bankruptcy Cases.

6. On March 2, 2009, the United States Trustee appointed the Committee and filed its Notice of Appointment of Creditors’ Committee [D.I. # 88].

7. The Debtors operate several media businesses.

8. Additional facts in support of the specific relief sought herein are set forth in the Williams Affidavit, as well as below.

Relief Requested

9. By this Application, the Committee seeks authorization, pursuant to sections 1103(a) and 328(a) of the Bankruptcy Code, to employ and retain Chanin as financial advisors to the Committee in these Bankruptcy Cases in order to perform the financial advisory services that will be necessary during these Bankruptcy Cases, as more fully described below.

Basis for Relief

10. The Committee wishes to employ Chanin to render professional services for the benefit of the Committee for all matters relating to these Bankruptcy Cases.

11. The Committee has selected Chanin because these Bankruptcy Cases are likely to be complex and will require financial advisors to the Committee with extensive experience. Chanin has extensive relevant experience and knowledge of issues that the Committee will be facing. Accordingly, the Committee believes that Chanin is well-qualified and able to assist the Committee in these Bankruptcy Cases.

12. The Committee has selected Chanin for the reason that it believes Chanin is needed for the Committee to properly perform its duties and functions; Chanin has extensive experience in matters of this character; and the Committee believes that Chanin is well-qualified and uniquely able to represent it in these Bankruptcy Cases in an efficient and timely manner. Moreover, Chanin has advised debtors and creditors committees in numerous restructuring transactions, including some of the largest and most complicated cases. Some of Chanin's more prominent recent creditor committee representations were in the following chapter 11 cases: Allied Holdings, BHM Technologies Holdings, Inc., Birch Telecom, Inc., Citation Corporation, Cable & Wireless USA, Inc., Collins & Aikman Corporation, Dura Automotive Systems, Inc., Global Power Equipment Group, Inc., Internet Corp., Motor Coach Industries International, Inc., O'Sullivan Industries, Pac-West Telecomm, Inc., Scotia Development LLC, Star Tribune, and Washington Group International.

13. The professional services that Chanin shall render include, but are not limited to, the following:

- (a) Review and analyze the Company's operations, financial condition, business plan, strategy, and operating forecasts;
- (b) Analyze any merger, divestiture, joint-venture, or investment transaction;
- (c) Assist in the determination of an appropriate go-forward capital structure for the Company;
- (d) Assist the Committee in developing, evaluating, structuring and negotiating the terms and conditions of a restructuring or Plan of Reorganization (the "Plan"), including the value of the securities, if any, that may be issued to the Committee under any such restructuring or Plan;
- (e) Provide testimony, as necessary, before the bankruptcy court; and
- (f) Provide the Committee with other appropriate general restructuring advice and litigation support.

14. It is necessary and essential for the Committee to employ experienced financial advisors to provide the foregoing legal services.

15. Chanin has indicated a willingness to act on behalf of the Committee in these Bankruptcy Cases and render the necessary professional services as financial advisors for the Committee.

Disinterestedness

16. To the best of the Committee's knowledge, Chanin represents no other entity in connection with this case, is a "disinterested person" as that term is defined in § 101(14) of the Bankruptcy Code, and represents or holds no interest adverse to the interests of the Committee, the estates, the Debtors or any other party in interest with respect to the matters upon which Chanin are to be employed, except as set forth in the attached Williams Affidavit. Chanin does not hold any claims against the Debtors.

Terms of Retention

17. The Committee, subject to the provisions of the Bankruptcy Code and Bankruptcy Rules, proposes that Chanin be compensated at a flat monthly fee of \$150,000, as set forth in the Williams Affidavit and the engagement letter attached as Exhibit B (“Engagement Letter”), and submits that such fees are within the range of compensation as compared to other professional services firms providing similar financial advisory and related investment banking services. It is the Firm's policy to charge its clients in all areas of practice for all other expenses incurred in connection with the client's case. The expenses charged to clients include, among others, telephone and copier charges, mail and express mail charges, special or hand delivery charges, document retrieval, photocopying charges, travel expenses, expenses for working meals, and computerized research. The Firm will charge for these expenses in a manner and at rates consistent with charges made generally to the Firm's other clients, and in compliance with the Local Rules of this Court.

18. Chanin will seek compensation for its services on a flat monthly fee basis, in accordance with the Engagement Letter. Chanin will maintain detailed records of any actual and necessary costs and expenses incurred in connection with the aforementioned services. Chanin will record its time in increments of 1/10 of one hour.

19. The Committee has been advised by Chanin that it is not the general practice of investment banking firms to keep detailed time records similar to those customarily kept by attorneys. Chanin's restructuring professionals do as a practice, and in the Debtors' cases will as a practice, keep time records detailing and describing their daily activities, the identity of persons who performed such tasks and the amount of time expended on a daily basis. Notwithstanding the foregoing, Chanin intends to apply to this Court for allowance of compensation and reimbursement of expenses in accordance with the applicable provisions of the Bankruptcy

Code, the Bankruptcy Rules, and the Local Rules and Orders of this Court. The Committee requests that Chanin be authorized to file its fee applications in accordance with the streamlined time recording format outlined above.

20. Accordingly, the Committee requests that it be authorized to employ Chanin to represent it effective as of March 2, 2009, with compensation and reimbursement of expenses to be paid in such amounts as this Court may allow after the submission of applications in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and any procedures as may be fixed by order of the Court.

Notice

21. No trustee or examiner has been appointed in these Bankruptcy Cases. Notice of this Application has been provided to: (i) the Office of the United States Trustee for the Eastern District of Pennsylvania; (ii) counsel for the Debtors, Proskauer Rose LLP and Dilworth Paxson LLP; (iii) bankruptcy counsel for each committee appointed pursuant to section 1102 of the Bankruptcy Code, including Eckert Seamans LLC and O'Melveny & Myers LLP, as counsel to the Official Committee of Unsecured Creditors; (iv) counsel to the administrative agent for the Debtors' prepetition lenders, Drinkle Biddle & Reath LLP; (v) counsel to the Debtors' prepetition lenders, Akin Gump Strauss Hauer & Feld LLP; (vi) all parties that have filed requests for service of filings pursuant to Bankruptcy Rule 2002; and (vii) all entities with a particularized interest in the subject matter of this Application. The Committee submits that such notice is proper under the circumstances and that no other or further notice is necessary.

No Prior Request

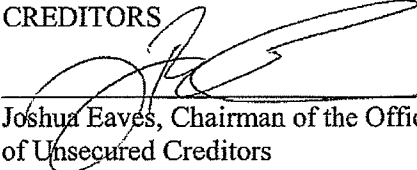
22. No prior application for the relief requested herein has been made to this or any other court.

WHEREFORE, the Committee respectfully requests that the Court enter an order, in the form annexed hereto as Exhibit C, granting the relief requested herein and such other and further relief as is just and proper.

Dated: March 20, 2009

OFFICIAL COMMITTEE OF UNSECURED
CREDITORS

BY:



Joshua Eaves, Chairman of the Official Committee
of Unsecured Creditors

Exhibit A

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

IN RE:) Chapter 11
Philadelphia Newspapers, LLC et al., 1) Case No. 09-11204-JKF
) Jointly Administered
Debtor.)

AFFIDAVIT OF BRENT C. WILLIAMS IN SUPPORT OF APPLICATION OF OFFICIAL COMMITTEE OF UNSECURED CREDITORS PURSUANT TO SECTIONS 1103(a) AND 328(a) OF THE BANKRUPTCY CODE FOR AUTHORITY TO EMPLOY CHANIN CAPITAL PARTNERS AS FINANCIAL ADVISORS FOR THE COMMITTEE NUNC PRO TUNC TO MARCH 2, 2009

Brent C. Williams, under penalty of perjury, hereby declares as follows:

1. I am a Managing Director at Chanin Capital Partners ("Chanin"), a professional services firm engaged in the business of providing financial advisory and related professional investment banking services, the corporate parent of which is Duff & Phelps, LLC ("D&P"). I submit this affidavit on behalf of Chanin in support of the Application (the "Application")² of the Official Committee of Unsecured Creditors (the "Committee"), Pursuant to Sections 1103(a) and 328(a) of the Bankruptcy Code for Authority to Employ Chanin Capital Partners as Financial Advisors for the Committee, Nunc Pro Tunc to March 2, 2009 of Philadelphia Newspapers, LLC, and certain of its subsidiaries and affiliates and debtors and debtors in possession in the above-captioned

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

2 Capitalized terms not defined herein shall have the meaning ascribed to them in the Application.

cases (collectively, the "Debtors"). I have personal knowledge of the matters set forth herein, and if called as a witness, would testify competently thereto.

QUALIFICATIONS OF PROFESSIONALS

2. The Committee has selected Chanin as its financial advisor because of the firm's diverse experience and extensive knowledge in corporate restructurings and business reorganizations.

3. The Committee believes that Chanin is well qualified and uniquely able to provide financial advisory services to it in these cases in an efficient manner. Moreover, Chanin has advised debtors and creditors committees in numerous restructuring transactions, including some of the largest and most complicated cases. Some of Chanin's more prominent recent creditor committee representations were in the following chapter 11 cases:

Allied Holdings
BHM Technologies Holdings, Inc.
Birch Telecom, Inc.
Citation Corporation
Cable & Wireless USA, Inc.
Collins & Aikman Corporation
Dura Automotive Systems, Inc.
Global Power Equipment Group, Inc.
Internet Corp.
Motor Coach Industries International, Inc.
O'Sullivan Industries
Pac-West Telecomm, Inc.
Scotia Development LLC
Star Tribune
Washington Group International

4. The Committee needs assistance in collecting and analyzing financial and other information in relation to these Chapter 11 cases. Chanin has considerable experience with rendering such services to committees and other parties in numerous

Chapter 11 cases. As such, Chanin is qualified to perform the work required in these cases.

SERVICES TO BE RENDERED

5. The Committee anticipates that Chanin may render the following services in these cases:

- (a) Review and analyze the Debtors' operations, financial condition, business plan, strategy, and operating forecasts;
- (b) Analyze any merger, divestiture, joint-venture, or investment transaction;
- (c) Assist in the determination of an appropriate go-forward capital structure for the Debtors;
- (d) Assist the Committee in developing, evaluating, structuring and negotiating the terms and conditions of a restructuring or Plan of Reorganization (the "Plan"), including the value of the securities, if any, that may be issued to the Committee under any such restructuring or Plan;
- (e) Provide testimony, as necessary, before the bankruptcy court; and
- (f) Provide the Committee with other appropriate general restructuring advice and litigation support.

6. Subject to this Court's approval of the Application, Chanin is willing to serve as the Committee's financial advisor and to perform the services described above.

DISINTERESTEDNESS OF PROFESSIONALS

7. Based upon the information supplied by Committee counsel, Chanin conducted an extensive review ("Conflict Check") of Chanin's and D&P's databases

(“Connections Databases”) to ascertain whether Chanin had any “connection” (as such term is used in Bankruptcy Rule 2014(a)) with the Debtors, their creditors, any other party in interest herein or their respective attorneys or accountants, to the extent any such entities were known at such time (the “Case Parties”).

8. Attached hereto as Schedule 1 is a list of Case Parties that were checked against the firms’ Connections Databases, and then manually reviewed to identify any matters on which work was performed in the last 3 years. The list of Case Parties included the following categories of parties: Debtors and Current and Former Entities Affiliated with the Debtors; Senior Lenders (Revolver); Senior Lenders (Term); Mezzanine Lenders; Equity Security Holders; Litigants; Bankruptcy Judges for the Eastern District of Pennsylvania; Office of the United States Trustee for the Eastern District of Pennsylvania; Debtors’ Largest Unsecured Creditors; Insurers; Utilities; Secured Parties; Parties to Material Contracts; Restructuring and Other Related Professionals; Directors and Executive Management; and Members of the Official Committee of Unsecured Creditors.

9. In addition, the Case Parties list was emailed or otherwise circulated to all Chanin professionals for further review, for the purpose of identifying connections.

10. A copy of the results of Chanin’s Conflict Check is annexed hereto as Schedule 2.

11. Based on the Conflict Check described above, Chanin does not represent any other entity having an adverse interest in connection with these cases, and does not represent or hold an interest adverse to the interests of the estates with respect to the

matter on which Chanin will be employed, in accordance with Section 328(c) and 1103(b) of the Bankruptcy Code.

12. To the best of my knowledge and except as set forth on Schedule 2 attached hereto and as otherwise noted herein, (a) Chanin has no connections with the Debtors, creditors, and any other party-in-interest, or their respective attorneys and accountants; and (b) the Chanin professionals working on this matter are not relatives of the United States Trustee of the Eastern District of Pennsylvania of any known employee in the office thereof, or any United States Bankruptcy Judge of the Eastern District of Pennsylvania.

13. Chanin has been involved in a number of unrelated cases with various professionals involved in these cases, both in adverse and non-adverse roles.

14. Moreover, Chanin has a well-known reorganization and restructuring practice, which encompasses the representation of many investors, financial institutions and other persons or entities, some of which may become creditors or parties in interest including, without limitation, potential acquirers of the Debtors' assets in these Chapter 11 cases. Furthermore, as part of its practice, Chanin appears in cases, proceedings, and transactions involving numerous attorneys, accountants, and financial advisors, some of which may represent the Debtors', creditors, or parties in interest, or themselves be creditors or parties in interest in these Chapter 11 cases. Chanin has not and will not represent any of these creditors, investors, potential acquirers, parties in interest, attorneys, accountants, financial advisors, or any other entity in connection with these Chapter 11 cases.

15. Chanin has represented, currently represents, and may represent in the future the entities as described in Schedule 2 as clients (or their affiliates), in matters unrelated to the Debtors. Also, Chanin represents, in unrelated matters, numerous entities, including entities listed on Schedule 2 that buy and sell distressed debt of Chapter 11 debtors. Because distressed bank and note debt is actively traded in the commercial markets, Chanin may be unaware of the actual holder of such debt at any given moment.

16. Contained in Schedule 2 is a list of entities having current or recent relationships with D&P (in unrelated matters), with which Chanin has established an ethical wall in these cases (*i.e.* no sharing of information, personnel and facilities).

17. Chanin will file appropriate supplemental disclosure(s) with the Court to the extent that additional information concerning connections is discovered.

18. Notwithstanding the above, I believe Chanin is a disinterested person, and does not hold or represent an interest adverse to the Debtors' estates with respect to the matters for which Chanin is being employed, as required by Section 328(c) of the Bankruptcy Code.

PROFESSIONAL COMPENSATION

19. In accordance with Section 504 of the Bankruptcy Code, I hereby state that there is no agreement or understanding between Chanin and any other entity for the sharing of compensation received or to be received for services rendered in connection with these cases. These cases are likely to raise complex issues and the Committee will require financial advisors with extensive experience in insolvency and bankruptcy cases.

20. Chanin intends to apply to the Court for the reimbursement of expenses incurred in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the Local Rules. Chanin has agreed to accept as compensation such sums as may be allowed by the Court. Chanin understands that interim awards are subject to final approval by this Court.

21. The flat monthly rate of \$150,000 to be charged to the Committee by Chanin is set at the low end of the range of compensation as compared to other professional services firms providing similar financial advisory and related investment banking services. It is Chanin's policy to charge its clients in all areas of practice for all other expenses incurred in connection with each client's engagement. The expenses charged to clients include, but are not limited to, reasonable travel expenses, computer and research charges, messenger services, and long distance telephone calls incurred by Chanin in connection with the services to be provided to the Committee. Chanin will charge for these expenses in a manner and at rates consistent with charges made generally to Chanin's bankruptcy and non-bankruptcy clients in a manner consistent with the Local Rules.

22. Chanin, like other investment banking firms, is not the general practice of maintaining detailed time records similar to those customarily kept by attorneys. Chanin's restructuring professionals do as a practice, and in the Debtors' cases will as a practice, keep time records detailing and describing their daily activities, the identity of persons who performed such tasks and the amount of time expended on a daily basis. Chanin will record its time in increments of 1/10 of one hour. It is hereby requested that

Chanin be authorized to file its fee applications in accordance with the streamlined time recording format outlined above.

23. Based upon the foregoing, I respectfully submit that the requirements for the Committee's retention of Chanin have been met.

I have read the Application, and to the best of my knowledge, information and belief, the contents of said Application are true and correct.

Executed on March 20, 2009



Brent C. Williams
Managing Director

SWORN TO AND SUBSCRIBED before me, a notary public on this 20th day of March, 2009.


Notary Public

ELIZABETH RAJU
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RA6046900
Qualified in New York County
Commission Expires August 21, 2010

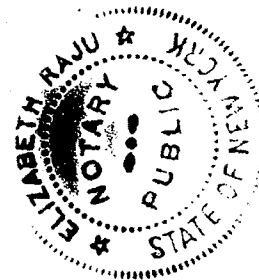


Exhibit B



CHANIN CAPITAL PARTNERS
A DUFF&PHELPS Company

55 East 52nd Street
31st Floor
New York, NY 10055
Tel 212.758.2629
Fax 212.758.2628

As of March 2, 2009

Privileged and Confidential

The Official Committee of Unsecured Creditors of Philadelphia Newspapers, LLC

Joshua Eaves
Airlie Opportunity Master Fund
115 East Putnam Avenue
Greenwich, CT 06830

Dear Mr. Eaves:

The purpose of this letter is to confirm the understanding and agreement (the "Agreement") with the Official Committee of Unsecured Creditors of Philadelphia Newspapers, LLC (the "Committee") concerning the engagement of Chanin Capital Partners L.L.C. ("Chanin") by the Committee in connection with the Chapter 11 cases of Philadelphia Newspapers, LLC and its associated debtors in possession (collectively, "Philadelphia Newspapers", the "Company" or the "Debtor").

1. **Engagement:** Chanin is being retained to provide financial advisory services for the Committee in connection with the restructuring of the Debtor's indebtedness and its Chapter 11 cases, including the analysis, consideration and development of a Chapter 11 plan of reorganization. Upon retention, Chanin will work at the direction of the Committee and in conjunction with other advisors retained by the Committee to:
 - (a) Review and analyze the Company's operations, financial condition, business plan, strategy, and operating forecasts;
 - (b) Analyze any merger, divestiture, joint-venture, or investment transaction;
 - (c) Assist in the determination of an appropriate go-forward capital structure for the Company;
 - (d) Assist the Committee in developing, evaluating, structuring and negotiating the terms and conditions of a restructuring or Plan of Reorganization (the "Plan"), including the value of the securities, if any, that may be issued to the Committee under any such restructuring or Plan;
 - (e) Provide testimony, as necessary, before the bankruptcy court; and
 - (f) Provide the Committee with other appropriate general restructuring advice and litigation support.

Mr. Eaves
As of March 2, 2009
Page 2 of 8

The advisory services and compensation arrangements do not encompass other investment banking or financial advisory services not set forth in this paragraph 1.

2. Term of Agreement: This Agreement shall commence as of March 2, 2009 and shall continue unless the Committee or Chanin gives 30 days prior written notice of termination to the other party. Upon any termination, the provisions of Paragraph 3 (to the extent applicable) shall survive the termination of this Agreement to the extent such provisions relate to the payment of fees due on or before the effective date of termination (in the event of any termination which is other than on the first of the month, the pro rata portion of the monthly fees referred to in Paragraph 3(a) for the month of termination shall be deemed to be due on the effective date of termination) and expenses incurred on or before the effective date of termination and the provisions of Paragraphs 5, 6, 7, 8, and 9 shall survive the termination of this Agreement and shall remain in effect.

3. Fees and Expenses:

All fees and expenses hereunder shall be joint and several obligations of the Debtors (unless otherwise ordered by the Bankruptcy Court) subject to application for and allowance by United States Bankruptcy Court.

- (a) Monthly Advisory Fee: The Debtors shall pay Chanin a cash fee of \$150,000 per month (the "Monthly Fees") for the term of the engagement, pro-rated for the month beginning March 2, 2009 and ending March 31, 2009. The Monthly Fees shall be paid in advance on the first day of each month, and shall be due and payable for all months from the inception of this engagement through the earlier of (a) the termination of this agreement in accordance with section 2 hereof, or (b) the effective date of a confirmed plan of reorganization.
- (b) Expense Reimbursement: Chanin shall be entitled to monthly reimbursement of reasonable out-of-pocket expenses incurred in connection with the services to be provided under this Agreement. Monthly Fees plus reimbursement of reasonable and documented out-of-pocket expenses as billed are due upon the first of each month to Chanin at the address listed above.

Out-of-pocket expenses shall include, but not be limited to all reasonable travel expenses, computer and research charges, messenger services, and long-distance telephone calls incurred by Chanin in connection with the services to be provided to the Committee.

The parties acknowledge that a substantial professional commitment of time and effort will be required by Chanin and its professionals hereunder, and that such commitment may foreclose other opportunities for Chanin. Moreover, the actual time and commitment required by the engagement may vary substantially from week to week or month to month, creating 'peak load' issues for Chanin. Given the numerous issues which may arise in this engagement, Chanin's commitment to the variable level of time and effort necessary to address such issues, and the market prices for Chanin's engagements of this nature, the parties agree that the fee arrangement hereunder, pursuant to 11 U.S.C. § 328(a), fairly compensates Chanin and provides certainty for the Committee.

Mr. Eaves
As of March 2, 2009
Page 3 of 8

4. Company Information: The Committee recognizes and confirms that in rendering services hereunder, Chanin will be using and relying on, and assuming the accuracy of, without any independent verification, data, material and other information (collectively, the "Information") furnished to Chanin by or on behalf of the Committee, the Company or other third parties (including their agents, counsel, employees and representatives). The Committee understands that Chanin will not be responsible for independently verifying the accuracy of the Information provided to Chanin and shall not be liable for inaccuracies in any such Information. Unless required by subpoena or other valid legal process, and prior written notice is provided to you so that you may challenge such disclosure, we will not disclose to any third party (other than our counsel) any portion of the information so provided by the Company which constitutes confidential, proprietary or trade secret information except in furtherance of the engagement hereunder. We will not use such confidential information for any purpose other than pursuant to our engagement hereunder.
5. Indemnification: The Company shall provide indemnification and shall satisfy other obligations set forth in Schedule I hereto, which is an integral part hereof and is hereby incorporated by reference. Further, if an Indemnified Person (as defined in Schedule I) is requested or required to appear as a witness in any Action (as defined in Schedule I) that is brought by or on behalf of or against the Company or that otherwise relates to this Agreement or the services rendered by Chanin hereunder, the Company shall reimburse Chanin and the Indemnified Person for all expenses incurred by them in connection with such Indemnified Person appearing or preparing to appear as such a witness, including without limitation, the fees and disbursements of legal counsel.
6. Bankruptcy Court Approval: This Agreement is subject to the entry of an order of the court having jurisdiction over the Company's bankruptcy case approving the retention of Chanin pursuant to the terms hereof. The Committee shall use commercially reasonable efforts to obtain prompt authorization of the retention of Chanin, *nunc pro tunc*, to March 2, 2009 on the terms and provisions in this Agreement pursuant to section 328(a) of the Bankruptcy Code. The order approving the Agreement and authorizing the retention shall be acceptable to Chanin in its sole discretion.
7. Entire Agreement: This Agreement represents the entire Agreement between the parties and may not be modified except in writing signed by both parties. This Agreement may be executed in counterparts, each of which shall constitute an original. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
8. Affiliation: The Committee recognizes that Chanin has been retained only by the Committee and that the Committee's engagement of Chanin is not deemed to be on behalf of and is not intended to and does not confer rights upon the Company or any of its security holders, officers, agents employees or representatives, or any individual members of the Committee. No one other than the Committee is authorized to rely upon the engagement of Chanin hereunder or any statements, advice, opinions or conduct of Chanin.
9. Arbitration: This Agreement will be governed by, and construed in accordance with, the laws of the State of New York applicable to agreements made and to be performed entirely in such state. Except to the extent that the parties shall be permitted to adjudicate any dispute in the bankruptcy court

Mr. Eaves
As of March 2, 2009
Page 4 of 8


having jurisdiction over the Company's chapter 11 case and the bankruptcy court desires to exercise such jurisdiction, each of the parties hereto agrees to submit any claim or dispute arising out of or related to this Agreement solely to private and confidential arbitration by a single arbitrator selected in accordance with the rules of the American Arbitration Association. The arbitration proceedings shall be governed by the Commercial Rules of Arbitration of the American Arbitration Association and shall take place in the Borough of Manhattan, New York City, New York. The arbitrator shall have the power to order discovery and the authority to award any remedy or relief that a court of the State of New York could order or grant, including without limitation specific performance. The decision of the arbitrator shall be final and binding on each of the parties and judgment thereon may be entered in any court having jurisdiction. This arbitration procedure is intended to be the exclusive method of resolving any claim arising out of or related to this Agreement, including any claim as to the validity of this Agreement. Each party agrees to the personal and subject matter jurisdiction of such arbitration for the resolution of any such claim, including any issue relating to this arbitration provision. In the event of any arbitration arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to an award of actual attorneys' fees and costs incurred in connection with the arbitration. Nothing in this paragraph shall pertain to or affect the authority of a bankruptcy court having jurisdiction over the Company to consider and rule upon Chanin's applications for interim or final compensation pursuant to this Agreement.

10. Other Matters: If this letter correctly sets forth our Agreement on the matters covered herein, please so indicate by signing and returning the enclosed copy of this letter and signing and retaining the duplicate we are enclosing for your records. Upon execution by both parties, this letter will constitute a legally binding Agreement between the Committee and Chanin.

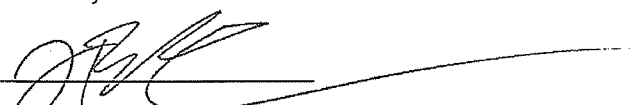
We trust the foregoing terms and provisions are agreeable to you, and request that you sign and return the enclosed copy of this Agreement to us at your earliest convenience.

Mr. Eaves
As of March 2, 2009
Page 5 of 8

CHANIN CAPITAL PARTNERS L.L.C.

By: 
Brent Williams
Managing Director

**THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF PHILADELPHIA
NEWSPAPERS, LLC**

By: 
Joshua Eaves, Chairman

Mr. Eaves
As of March 2, 2009
Page 6 of 8

Schedule I

INDEMNIFICATION PROVISIONS

Indemnification To the fullest extent lawful, the Company will promptly, upon demand, indemnify and hold harmless Chanin Capital Partners ("Chanin"), and each director, officer, employee, agent, member and controlling person of Chanin (any or all of the foregoing hereinafter referred to as an "Indemnified Person"), from and against all losses, claims, damages, expenses (including reasonable fees and disbursements of counsel and accountants), costs (including, without limitation, expenses, fees and disbursement and time charges related to giving testimony or furnishing documents in response to a subpoena or otherwise) and liabilities (joint or several), (collectively, "Losses"), resulting directly or indirectly from any threatened or pending investigation, action, claim, proceeding or dispute, including security holder actions (whether or not Chanin or any other Indemnified Person is a potential or actual named party or witness) (collectively, a "Claim"), which (1) are related to or arise out of any untrue statement or alleged untrue statement of a material fact contained in any oral or written information provided to Chanin or any other person by the Committee or used by the Company in connection with the transaction contemplated by the engagement letter or any omission or alleged omission by the Company to state therein a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, or (2) are otherwise related to or arise out of Chanin's engagement, role, activities or the performance or non-performance of professional services on the Company's behalf. The Company will not be responsible, however, for any Losses pursuant to clause (2) of the preceding sentence which are judicially determined to have resulted solely from the willful misconduct or gross negligence of any Indemnified Person seeking indemnification hereunder; but pending any such judicial determination, the Company shall continue to be obligated on, and shall continue to perform its indemnification and reimbursement obligations. The Company also agrees that neither Chanin nor any Indemnified Person shall have any liability to the Company, its owners, parents, creditors or security-holders for or in connection with its engagement, except such liability for Losses incurred by the Company which are judicially determined to have resulted solely from Chanin's willful misconduct or gross negligence. For purposes of the foregoing, "judicially determined" shall mean determined by a court of competent jurisdiction in a final non-appealable judgment on the merits.

Proceedings Chanin will notify the Company and the Committee if it learns that any investigation, lawsuit, administrative proceeding or self regulatory organization proceeding has been instituted based, directly or indirectly, on the transactions which were the subject of Chanin's engagement under the Agreement, although failure to do so will not relieve the Company from any obligation or liability it has hereunder or otherwise, except to the extent such failure causes the Company to forfeit substantial rights and defenses. Should any lawsuit, administrative proceeding or self-regulatory organization proceeding (collectively, a "Proceeding") be formally instituted against Chanin or any Indemnified Person based, directly or indirectly, on Chanin's engagement under the Agreement, the Company will be entitled to participate therein and, to the extent that it may wish, to assume the defense of the Proceeding, with counsel reasonably satisfactory to Chanin, so long as the Company continues to pay all costs and expenses of the defense and preparation for such Proceeding. Even if the Company assumes the defense of a Proceeding, each Indemnified Person will have the right to participate in such Proceeding and to retain its own counsel at such Indemnified Person's own expense. Furthermore, each Indemnified Person shall have the right to employ its own counsel in any Proceeding and to require the Company to pay all reasonable fees and expenses of such counsel as they are incurred if (1) such Indemnified Person has been advised by such counsel that there may be legal defenses available to it which are different from or

Mr. Eaves
As of March 2, 2009
Page 7 of 8

additional to defenses available to the Company (in which case the Company shall not have the right to assume the defense of the Proceeding on behalf of such Indemnified Person) (2) the Company shall not have assumed the defense of the Proceeding and employed counsel reasonably satisfactory to such Indemnified Person in a timely matter or (3) the Company shall have authorized the employment of such counsel in connection with the defense of the Proceeding.

Contribution If any indemnification sought by an Indemnified Person pursuant to the terms hereof is held by a court of competent jurisdiction to be unavailable for any reason (other than as a result of the gross negligence or willful misconduct of any such Indemnified Person) or insufficient to hold such Indemnified Person harmless, then the Company and Chanin will contribute to the Losses for which such indemnification is held unavailable or insufficient (1) in such proportion as is appropriate to reflect the relative benefits received (or anticipated) from the proposed transaction by the Company on the one hand and the Indemnified Person on the other, in connection with Chanin's engagement referred to above (whether or not the transaction contemplated by the engagement is consummated) or (2) if (but only if) the allocation provided in clause (1) is for any reason unenforceable, in such proportion as is appropriate to reflect not only the relative benefits received (or anticipated) from the proposed transaction by the Company on the one hand and the Indemnified Person on the other, but also the relative fault of the Company and the Indemnified Person, as well as any other relevant equitable considerations, in each case subject to the limitation that the contribution by Chanin will not exceed the amount of fees actually received by Chanin pursuant to Chanin's engagement. No person found liable for fraudulent misrepresentation shall be entitled to contribution from any person who is not also found liable for such fraudulent misrepresentation. It is hereby agreed that the relative benefit to the Company on the one hand and Chanin on the other, with respect to Chanin's engagement, shall be deemed to be in the same proportion as (1) the total value paid or proposed to be paid or received by the Company or its stockholders, as the case may be pursuant to the transaction, whether or not consummated, for which Chanin is engaged to render financial advisory services bears to (2) the fee paid or proposed to be paid to Chanin in connection with such engagement (excluding reimbursable expenses).

Settlement of Claims The Company will not, without the prior written consent of Chanin which consent will not be unreasonably withheld, settle or compromise or consent to the entry of any judgment in any pending or threatened Claim or Proceeding in respect of which indemnification could be sought hereunder (whether or not Chanin or any Indemnified Person is an actual party to such Claim or Proceeding) unless such settlement, compromise or consent includes provisions holding harmless and unconditionally releasing Chanin and each other Indemnified Person hereunder from all liability related to or arising out of such Claim or Proceeding, including claims for contribution. The Company shall not be liable for any settlement of any Claim effected by Chanin without its written consent (which consent shall not be unreasonably withheld).

Miscellaneous The obligations of Chanin are solely corporate obligations. No director, officer, employee, agent, shareholder or controlling person of Chanin shall be subjected to any liability to any person, nor will any such claim be asserted by or on behalf of any other party to this Agreement. The Company's indemnity, reimbursement and contribution obligations provided for herein are solely corporate obligations and shall: (1) be in addition to any liability that the Company otherwise may have to Chanin and any rights that Chanin or any Indemnified Person may have at common law or otherwise; (2) survive the completion or termination of professional services rendered by Chanin under the Agreement; (3) apply to any activities prior to this date and any amendment, modification or future addition to Chanin's engagement; and (4) inure to the benefit of the heirs, personal representatives, successors, and assigns of Chanin and each other Indemnified Person.

Mr. Eaves
As of March 2, 2009
Page 8 of 8

If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, unenforceable or against its regulatory policy, the remainder of the terms, provisions, covenants and restrictions contained in this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

The Company hereby consents to personal jurisdiction and service and venue in any court in which any Claim and Proceeding which is subject to the terms provided for herein is brought against Chanin or any other Indemnified Person. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR PROCEEDING RELATED TO OR ARISING OUT OF CHANIN'S ENGAGEMENT, ANY TRANSACTION OR CONDUCT IN CONNECTION THEREWITH OR THIS AGREEMENT.

Exhibit C

**IN THE 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-JKF
)	
Debtor.	)	Jointly Administered
)	
_____)	

**ORDER AUTHORIZING EMPLOYMENT OF
CHANIN CAPITAL PARTNERS AS FINANCIAL ADVISORS TO
THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF
PHILADELPHIA NEWSPAPERS, LLC
NUNC PRO TUNC TO MARCH 2, 2009**

Upon consideration of the Application (“Application”) of the Official Committee of Unsecured Creditors of Philadelphia Newspapers, LLC, *et al.* (“Committee”) for entry of an Order Authorizing Employment of Chanin Capital Partners (“Chanin”) as Financial Advisors to the Committee *Nunc Pro Tunc* to March 2, 2009, and upon the Affidavit of Brent C. Williams on behalf of Chanin (the “Williams Affidavit”); and the Court being satisfied based on the representations made in the Application and in the Williams Affidavit that Chanin represents no interest adverse to the Debtors’ estates with respect to the matters upon which they are to be engaged, that they are disinterested persons as that term is defined under section 101(14) of the Bankruptcy Code, as modified by section 1103(b) of the Bankruptcy Code, that their employment is necessary and would be in the best interests of the Debtors’ estates, and that due and sufficient notice of the Application has been given, and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.

2. In accordance with sections 1102, 1103, 328, and 504 of the Bankruptcy Code and Bankruptcy Rules 2014, 2016, and 5002, the Committee is authorized to employ and retain Chanin as financial advisors *nunc pro tunc* to March 2, 2009, on the terms set forth in the Application and the Williams Affidavit.

C. Chanin shall be entitled to allowance of compensation and reimbursement of expenses, upon the filing and approval of interim and final applications pursuant to the Federal Rules of Bankruptcy Procedure and such other orders as this Court may direct, except that Chanin shall only be required to keep time records detailing and describing its activities in 1/10 hour increments and Chanin shall not be required to report its time records on a “project category” basis.

D. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2009

Honorable Jean K. FitzSimon
United States Bankruptcy Judge

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

**IN THE 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-JKF
)	
	)	Jointly Administered
Debtor.)	
_____)	

NOTICE OF MOTION, RESPONSE DEADLINE AND HEARING DATE

The Official Committee of Unsecured Creditors has filed its Application of Official Committee of Unsecured Creditors Pursuant to Sections 1103(a) and 328(a) of the Bankruptcy Code For Authority to Employ Chanin Capital Partners as Financial Advisors For The Committee *Nunc Pro Tunc* to March 2, 2009.

Your rights may be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult an attorney.)

1. If you do not want the court to grant the relief sought in the motion or if you want the Court to consider your views on the motion, then on or before 4/4/09 you or your attorney must do all of the following:

(a) file an answer explaining your position at

Robert N.C. Nix, Sr. Federal Courthouse
900 Market Street, Suite 400
Philadelphia, PA 19107

If you mail your answer to the bankruptcy clerk's office for filing, you must mail it early enough so that it will be received on or before the date stated above; and

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

(b) mail a copy to the movant's attorney:

Ben Logan
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90071
(213) 430-6000 (Phone)
(213) 430-6407 (Fax)

Gary Schildhorn
Eckert Seamans Cherin & Mellott, LLC
Two Liberty Place
Philadelphia, PA 19102
(215) 851-8400 (Phone)
(215) 851-8383 (Fax)

(c) mail a copy to the following parties:

Anne Marie Aaronson
Lawrence McMichael
Dilworth Paxson LLP
1500 Market Street
Suite 3500E
Philadelphia, PA 19102

Mark K. Thomas
Proskauer Rose LLP
Three First National Plaza
70 W. Madison
Suite 3800
Chicago, IL 60602

David Klauder
U.S. Trustee Office
833 Chestnut Street
Suite 500
Philadelphia, PA 19107

Drinker Biddle & Reath, LLP
Attn: Andrew C. Kassner
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103

Fred S. Hodara
Akin Gump Strauss Hauer & Feld LLP
One Bryant Park
New York, NY 10036-6715

2. If you or your attorney do not take the steps described in paragraph (1)(a) and (1)(b) above and attend the hearing, the court may enter an order granting the relief requested in the motion.

3. The Court will schedule a hearing date if any answers are filed with the Court.

4. If a copy of the motion is not enclosed, a copy of the motion will be provided to you if you request a copy from the attorney named in paragraph (1)(b).

5. You may contact the Bankruptcy Clerk's office at 215-408-2800 to find out whether a hearing has been scheduled.

Date: March 20, 2009

IN THE 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-JKF
)	
	)	Jointly Administered
Debtor.)	
_____)	

ORDER AUTHORIZING EMPLOYMENT OF CHANIN CAPITAL PARTNERS AS FINANCIAL ADVISORS TO THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS OF PHILADELPHIA NEWSPAPERS, LLC NUNC PRO TUNC TO MARCH 2, 2009

Upon consideration of the Application (“Application”) of the Official Committee of Unsecured Creditors of Philadelphia Newspapers, LLC, *et al.* (“Committee”) for entry of an Order Authorizing Employment of Chanin Capital Partners (“Chanin”) as Financial Advisors to the Committee *Nunc Pro Tunc* to March 2, 2009, and upon the Affidavit of Brent C. Williams on behalf of Chanin (the “Williams Affidavit”); and the Court being satisfied based on the representations made in the Application and in the Williams Affidavit that Chanin represents no interest adverse to the Debtors’ estates with respect to the matters upon which they are to be engaged, that they are disinterested persons as that term is defined under section 101(14) of the Bankruptcy Code, as modified by section 1103(b) of the Bankruptcy Code, that their employment is necessary and would be in the best interests of the Debtors’ estates, and that due and sufficient notice of the Application has been given, and after due deliberation and sufficient cause appearing therefore;

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.

2. In accordance with sections 1102, 1103, 328, and 504 of the Bankruptcy Code and Bankruptcy Rules 2014, 2016, and 5002, the Committee is authorized to employ and retain Chanin as financial advisors *nunc pro tunc* to March 2, 2009, on the terms set forth in the Application and the Williams Affidavit.

C. Chanin shall be entitled to allowance of compensation and reimbursement of expenses, upon the filing and approval of interim and final applications pursuant to the Federal Rules of Bankruptcy Procedure and such other orders as this Court may direct, except that Chanin shall only be required to keep time records detailing and describing its activities in 1/10 hour increments and Chanin shall not be required to report its time records on a “project category” basis.

D. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2009

Honorable Jean K. FitzSimon
United States Bankruptcy Judge

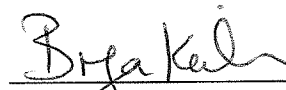
¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Philadelphia Newspapers, LLC (3870), PMH Acquisition, LLC (1299), Broad Street Video, LLC (4665), Philadelphia Direct, LLC (4439), Philly Online, LLC (5185), PMH Holdings,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

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

IN RE:) Chapter 11
)
Philadelphia Newspapers, LLC *et al.*,¹) Case No. 09-11204-JKF
)
) Jointly Administered
Debtor.)
_____)

CERTIFICATE OF SERVICE

I, Brya M. Keilson, Esquire, hereby certify that I caused a true and correct copy of the Application of Official Committee of Unsecured Creditors Pursuant to Sections 1103(a) and 328(a) of the Bankruptcy Code for Authority to Employ Chanin Capital Partners as Financial Advisors For the Official Committee of Unsecured Creditors *Nunc Pro Tunc* to March 2, 2009 to be served upon all parties receiving electronic notification and upon all parties listed on the attached service list via first class mail.



Brya M. Keilson

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

Akin Gump Strauss Hauer & Feld LLP
Attn: Fred S. Hodara
One Bryant Park
New York, NY 10036

Cahill Gordon & Reindel LLP
Joel Levitin, Esquire
Richard Stieglitz, Esquire
Attorneys for White Birch Paper Company
Eighty Pine Street
New York, NY 10005

Ciardi Ciardi & Astin
Albert C. Ciardi, Esquire
Thomas D. Bielli, Esquire
One Commerce Square
2005 Market Street, Suite 1930
Philadelphia, PA 19103

City of Philadelphia
City of Philadelphia Law Department
Tax Unit/Bankruptcy Department
1515 Arch Street – 15th Floor
Philadelphia, PA 19102-1504

Cohen, Weiss and Simon LLP
Attn: James L. Linsey, Esquire
330 West 42nd Street, 25th Floor
New York, NY 10036

Commonwealth of Pennsylvania
Department of Revenue
Bankruptcy Division
Department 280946
Harrisburg, PA 17128-0946

Commonwealth of Pennsylvania
Department of Revenue
Bureau of Compliance
P.O. Box 280946
Harrisburg, PA 17128-0946

Department of Labor & Industry
Office of Unemployment Compensation
Tax Services
Harrisburg Bankruptcy & Compliance
625 Cherry Street, Suite 2
Reading, PA 19602-1152

Drinker Biddle & Reath LLP
A. Kassner, Esquire
A. Flame, Esquire
D. Aaronson, Esquire
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103

Felderstein Fitzgerald Willoughby Pascuzzi
Attn: Paul J. Pascuzzi, Esquire
Attorney for The McClatchy Company
400 Capitol Mall, Suite 1450
Sacramento, CA 95814

Fox Rothschild LLP
Attn: Michael G. Menkowitz, Esquire
Attorney for Delage Landen Financial Services
2000 Market Street, 10th Floor
Philadelphia, PA 19103-3291

Freedman and Lorry, P.C.
Neal Goldstein, Esquire
Susan A. Murray, Esquire
1601 Market Street, 2nd Floor
Philadelphia, PA 19103

Ikon Financial Services
Bankruptcy Administration
1738 Bass Road
P.O. Box 13708
Macon, GA 31208-3708

Internal Revenue Service
701 Market Street, Suite 2200
Philadelphia, PA 19106

Internal Revenue Service
Attn: Special Procedures Staff
P.O. Box 12051
Philadelphia, PA 19106

J. Scott Douglass
909 Fannin, Suite 1800
Houston, TX 77010

Jennings Sigmond, P.C.
Dawn M. Costa, Esquire
Kent G. Cprek, Esquire
The Penn Mutual Towers, 16th Floor
510 Walnut Street
Philadelphia, PA 19106

Klehr Harrison Harvey Branzburg & Ellers
Attorney for Callowhill Partners, LLC
Attn: Jeffrey Kurtzman, Esquire
260 S. Broad Street
Philadelphia, PA 19102

McNeill & Walker, P.C.
Attn: Nancy A. Walker, Esquire
230 S. Broad Street, Suite 700
Philadelphia, PA 19102

Obermayer Rebmann Maxwell & Hippel LLP
Edmond M. George, Esquire
One Penn Center, Suite 1900
1617 John F. Kennedy Boulevard
Philadelphia, PA 19103

Office of the US Trustee
D. Klauser, Esquire
F. Baker, Esquire
G. Conway, Esquire
833 Chestnut Street
Suite 500
Philadelphia, PA 19107

Saul Ewing LLP
Melissa W. Rand, Esquire
Robyn F. Pollack, Esquire
1500 Market Street, 38th Floor
Centre Square West
Philadelphia, PA 19102

The Garden City Group Inc.
Attn: Ken Freda
105 Maxess Road
Melville, NY 11747

US Attorney Office
Attn: Virginia Powell Esquire
615 Chestnut Street, Room 1250
Philadelphia, PA 19106-4404

Mark K. Thomas, Esquire
Proskauer Rose LLP
Three First National Plaza
70 W. Madison
Suite 3800
Chicago, IL 60602

Lawrence G. McMichael
Anne Marie Aaronson
Dilworth Paxson LLP
1500 Market Street
Suite 3500E
Philadelphia, PA 19102