

Stipulation of agreement made and entered this thirtieth day of June 2005 ("Stipulation") between Village Voice Media, Inc. ("Employer") and Local 2110 U.A.W. Unless otherwise defined in this

1. The Collective Bargaining Agreement (the "Agreement") between the parties is hereby extended for a term of three years from July 1, 2005 up to and including June 30, 2008, and all its terms and conditions except as modified and amended as set forth below.

2. Wages:

Effective July 1, 2005, employees in the bargaining unit shall receive an increase in weekly wages of \$20.00.

Effective July 1, 2006, employees in the bargaining unit shall receive an increase in weekly wages of \$20.00.

Effective July 1, 2007, employees in the bargaining unit shall receive an increase in weekly wages of \$20.00.

All raises shall be pro rated for less than full time employees.

3. BUF Rates:

BUF rates shall be increased by the corresponding percentages. BUF eligibility cash hurdles shall be increased by the above amounts at each computation date.

4. Article 21, Pension Plan

The 401K Plan shall be amended to increase the maximum employee contribution level to 15%. The Plan shall also be amended to provide for participants the opportunity to borrow up to 50% of their vested accounts.

5. Article 20, Welfare

Article 20 of the Agreement shall be amended to provide that as soon as practicable the Voice shall provide health benefits under the Oxford Liberty Plan. Employees shall have the option of continuing on the Oxford Freedom Plan at a cost to them of the 5% difference in the premium relative to the Liberty Plan. It is understood as of July 1, 2005 that the benefit levels under the Liberty Plan are identical to those of the Freedom Plan.

Employer shall designate one or more HR representatives to assist employees with future problems with health coverage.

Effective as soon as practicable the Employer shall institute a Flexible Spending Plan for payment of unreimbursed medical expenses.

Contributors who have BUF status as of the six-month period preceding June 30, 2005 shall continue to be eligible for family coverage in all subsequent years in which they have BUF status. Contributors becoming BUFs after July 1, 2005 shall be eligible for single coverage only. Effective July 1, 2006, BUF's shall not be eligible to receive the payments for waiver of coverage set forth in Article 20.

Employees hired after July 1, 2005 who are employed for less than 25 hours per week shall be eligible for single coverage only. Part-time employees, as well as full-time employees whose hours are subsequently reduced, who are employed as of July 1, 2005, shall continue to be eligible for family coverage for the tenure of their employment. Employees hired after July 1, 2005 who are employed for less than 20 hours per week shall not be eligible for health coverage.

6. Article 8, Layoff Procedures – Termination

Article 8 of the Agreement shall be amended to provide that a reduction of 25% or more of an employee's hours shall be considered a partial layoff entitling them to two (2) weeks' notice and severance pro-rated to hours lost. In the event a full-time employee's hours are reduced by 20% or more, the employee shall have the right to treat the reduction as a complete layoff and be entitled to full severance.

7. Article 30, Contributions

The Agreement shall be amended to provide that staff writers and editors who are paid per piece shall not be required to provide contributions exclusively for publication on the Voice website, however such writers and editors shall be free to negotiate individual rates for such contributions. Editors and staff writers who are salaried may be assigned web-exclusive contributions for no additional compensation. Staff members other than editors and staff writers shall be free to negotiate individual rates for contributions that appear exclusively on the Voice website.

The requirement that contributors shall be paid at the rate of forty (40) cents per word for contributions that appear only on the Voice website shall be deleted.

The arbitration concerning compensation for web pieces shall be withdrawn.

All BUF contributions for the Voice website shall be compensated as negotiated. Contributors who have BUF status as of the six-month period preceding June 30, 2005 shall earn BUF credit for contributions appearing only on the Voice website. BUF credits shall be negotiated as follows: (1) blogs shall be maintained and compensated for on terms negotiated between the BUF and assigning editor. For each week of blog activity, the BUF shall receive one BUF credit; (2) for stand-alone articles published exclusively on the Voice website, BUF contributors shall receive credits in accordance with the formula used for print articles, apportioned by the print wordcount; (3) for other on-line work, including, without limitation, updates, on-line videos and other multimedia work, credits shall be negotiated.

There shall be established a Joint Committee ("Webcom") of at least six members, three selected by the Union, and three by the Employer. The Webcom shall consider developments and issues related to publishing the Voice on the web. The parties shall share information about technologies, formats, forms and sources of information, and means of communication being developed as well as the nature of assignments and issues of workload. The Webcom shall meet every other month or more frequently, if requested, by one of the parties.

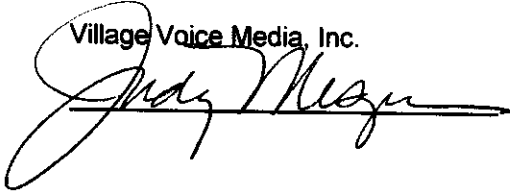
8. Bargaining Unit

Effective July 1, 2005, the bargaining unit shall include the following two positions: Senior Web Designer and Web Producer.

9. This Stipulation is subject to ratification by the bargaining unit membership.

Agreed to and accepted by

Village Voice Media, Inc.



Local 2110 UAW

