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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d)  
OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): May 1, 2013**

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**LEE ENTERPRISES, INCORPORATED**

(Exact name of Registrant as specified in its charter)

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**Commission File Number 1-6227**

**Delaware**  
(State of Incorporation)

**42-0823980**  
(I.R.S. Employer  
Identification No.)

**201 N. Harrison Street, Davenport, Iowa 52801**  
(Address of Principal Executive Offices)

**(563) 383-2100**  
**Registrant's telephone number, including area code**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry Into a Material Definitive Agreement.**

On May 1, 2013, Lee Enterprises, Incorporated (the "Company") completed its agreements with Berkshire Hathaway Inc. to refinance \$94 million of long-term debt known as the Pulitzer Notes (the "2012 Pulitzer Notes"). Certain of the Company's subsidiaries entered into a new Note Agreement dated as of May 1, 2013 and issued a new note thereunder (the "New Pulitzer Note Agreement" and the "New Pulitzer Notes", respectively) by and among St. Louis Post-Dispatch LLC ("PD LLC"), Pulitzer Inc. ("Pulitzer") and BH Finance LLC (the "Noteholder"), a subsidiary of Berkshire Hathaway Inc.

Pulitzer is a co-borrower under the New Pulitzer Notes. As a result, the New Pulitzer Note Agreement eliminates the Guaranty Agreement dated as of January 30, 2012 made by Pulitzer under which Pulitzer was a guarantor of the 2012 Pulitzer Notes.

The New Pulitzer Notes bear interest at a fixed rate of 9.0%, payable quarterly, and extend the maturity from December 2015 to April 2017.

The Company may voluntarily prepay principal amounts outstanding under the New Pulitzer Notes at any time, in whole or in part, without premium or penalty (except as noted below), upon proper notice, and subject to certain limitations as to minimum amounts of prepayments. The New Pulitzer Notes provide for mandatory scheduled prepayments totaling \$6,400,000 annually, beginning in the 2014 fiscal year.

In addition to the scheduled payments, the Company is required to make mandatory prepayments under the New Pulitzer Notes under certain other conditions, such as from the net proceeds from asset sales. The New Pulitzer Notes also require the Company to accelerate future payments in the amount of the Company's quarterly excess cash flow, as defined in the New Pulitzer Note Agreement. The acceleration of such payments due to future asset sales or excess cash flow does not change the due dates of other New Pulitzer Notes payments prior to the final maturity in April 2017.

The New Pulitzer Notes are subject to a 5% redemption premium if 100% of the remaining balance of the New Pulitzer Notes is again refinanced by lenders, the majority of which are not holders of the New Pulitzer Notes at the time of such refinancing. This redemption premium is not otherwise applicable to any of the types of payments noted above.

The New Pulitzer Notes contain certain covenants and conditions, including the maintenance, by Pulitzer and its subsidiaries, of a minimum trailing 12 month consolidated EBITDA (minimum of \$25,200,000 for the fiscal quarter ending June 2013), as described in the New Pulitzer Notes Agreement, and limitations on capital expenditures and the incurrence of other debt.

Further, the New Pulitzer Notes contain covenants which impose limitations and restrictions on distributions, loans, advances, investments, acquisitions, dispositions and mergers. Such covenants also require that substantially all future cash flows of Pulitzer are required to be directed first toward repayment of the New Pulitzer Notes or accumulation of cash collateral, and require that cash flows of Pulitzer are largely segregated from those of the Company's existing and future subsidiaries (other than Pulitzer and its existing and future subsidiaries).

The refinancing of the 2012 Pulitzer Notes with the New Pulitzer Notes will result in the acceleration of \$1,565,000 of the present value adjustment under the 2012 Pulitzer Notes, which will be partially offset by eliminating deferred interest expense of \$1,189,000, the net amount of which will be recognized in the 13 weeks ending June 30, 2013. Expenses related to the issuance of the New Pulitzer Notes will be treated as debt issuance costs and capitalized and amortized through April 2017.

The New Pulitzer Notes are unconditionally guaranteed on a joint and several basis by Pulitzer's existing and future subsidiaries excluding PD LLC and TNI Partners ("TNI"), pursuant to the Subsidiary Guaranty Agreement dated as of May 1, 2013 (the "New Pulitzer Subsidiary Guaranty"), in favor of the Noteholder. Star Publishing Company, an indirect subsidiary of the Company, has a 50% interest in TNI in Tucson, Arizona. TNI Partners publishes the *Arizona Daily Star* and azstarnet.com.

On May 1, 2013, Pulitzer, certain of its subsidiaries and PD LLC (collectively, the "Pulitzer Assignors") entered into a Security Agreement dated as of May 1, 2013 (the "New Pulitzer Security Agreement") with The Bank of New York Mellon Trust Company, N.A., as Collateral Agent (the "Collateral Agent"). Under the New Pulitzer Security Agreement, the Pulitzer Assignors granted a first priority security interest to the Collateral Agent, for the benefit of the Noteholder, on substantially all of their tangible and intangible assets, excluding assets of Star Publishing Company leased to, or used in the operations or business of, TNI.

Also, under the New Pulitzer Note Agreement, PD LLC, together with STL Distribution Services, LLC, and PD LLC separately, granted to the Collateral Agent, for the benefit of the Noteholder, deeds of trust covering certain real estate and improvements in the St. Louis area, as collateral for the payment and performance of Pulitzer's and PD LLC's obligations under the New Pulitzer Notes.

On May 1, 2013, certain of the Company's subsidiaries entered into a Pledge Agreement (the "New Pulitzer Pledge Agreement") by and among Pulitzer, PD LLC, Pulitzer Newspapers, Inc., Pulitzer Technologies, Inc., Star Publishing Company and the Collateral Agent. The New Pulitzer Notes are also secured by first priority security interests in the stock and other equity interests owned by Pulitzer's subsidiaries, including the pledge by Star Publishing Company to the Collateral Agent, for the benefit of the Noteholder, of a first priority lien on Star Publishing Company's 50% interest in TNI, as collateral (consisting of 50% of the total partnership interests in TNI (the "TNI Interest")).

On May 1, 2013, the Company entered into the First Amendment to Credit Agreement ("First Amendment to 1st Lien Credit Agreement") by and among the Lenders from time to time party thereto (the "1st Lien Lenders"), and Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent. The First Amendment to 1st Lien Credit Agreement, among other things, permits (a) the grant for the benefit of the Noteholder of a first priority lien on the TNI Interest, and (b) the grant for the benefit of the 2nd Lien Lenders (as defined and described below) of a second priority lien on the TNI Interest. Also, it amends certain other provisions and definitions related thereto.

On May 1, 2013, the Company entered into the First Amendment to Credit Agreement (“First Amendment to 2nd Lien Credit Agreement”) by and among the Lenders from time to time party thereto (the “2nd Lien Lenders”), and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent. The First Amendment to 2nd Lien Credit Agreement, among other things, establishes and confirms a second priority lien on the TNI Interest for the benefit of the 2nd Lien Lenders, and amends certain other provisions and definitions related thereto.

The 1st Lien Credit Agreement, as amended, the 2nd Lien Credit Agreement, as amended, and the New Pulitzer Note Agreement contain cross-default provisions tied to each of the various agreements. Intercreditor agreements and an intercompany subordination agreement are in effect, including the Intercreditor Agreement dated as of January 30, 2012 by and among the Collateral Agent, Wilmington Trust, National Association, as Collateral Agent for the 2nd Lien Lenders, Pulitzer, PD LLC and certain subsidiaries of Pulitzer (“2012 Pulitzer Intercreditor Agreement”).

On May 1, 2013, the Company entered into the First Amendment to Intercreditor Agreement (“First Amendment to Intercreditor Agreement”) by and among the Collateral Agent, Wilmington Trust, National Association, as Collateral Agent for the 2nd Lien Lenders, PD LLC, Pulitzer, and certain subsidiaries of Pulitzer. It establishes and confirms that the indebtedness issued under the New Pulitzer Note Agreement constitutes first priority obligations under the 2012 Pulitzer Intercreditor Agreement, and amends certain other provisions and definitions related thereto.

The foregoing summary descriptions of the New Pulitzer Notes do not purport to be complete and are qualified in their entirety by reference to the New Pulitzer Note Agreement, New Pulitzer Subsidiary Guaranty, New Pulitzer Security Agreement, New Pulitzer Pledge Agreement, First Amendment to 1st Lien Credit Agreement, First Amendment to 2nd Lien Credit Agreement and First Amendment to Intercreditor Agreement, which are filed as **Exhibits 10.1, 10.2, 10.3, 10.4, 10.5, 10.6 and 10.7**, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.**

The information set forth above in Item 1.01 “Entry into a Material Definitive Agreement” with respect to New Pulitzer Notes is incorporated by reference in this Item 2.03.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On May 2, 2013, the Company’s Board of Directors elected Kevin D. Mowbray, Vice President – Publishing and Publisher of the St. Louis Post-Dispatch, to the position of Vice President and Chief Operating Officer of the Company. Effective immediately, Mr. Mowbray, 51, will oversee

all of the Company's newspapers and digital operations in 22 states. He was elected a Vice President - Publishing for the Company in 2004 and named Publisher of the *St. Louis Post-Dispatch* in 2006. Additional information about Mr. Mowbray's experience may be found in the Company's News Release dated May 2, 2013, which is attached hereto as **Exhibit 99.1** and incorporated herein by reference.

The Company has appointed a successor to fill Mr. Mowbray's position as Publisher of the *St. Louis Post-Dispatch*.

**Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On May 2, 2013, the Company amended its Amended and Restated By-Laws (the "Amended By-Laws"). A copy of the Amended By-Laws, effective May 2, 2013 ("Effective Date"), is attached as **Exhibit 3.1**. The Amended By-Laws are similar in all material respects to the Company's previous Amended and Restated By-Laws as in effect immediately prior to the Effective Date, with the following material changes:

- Article IV, Section 1 of the Amended By-Laws provides additional titles of Vice President that the Board of Directors may elect and authorizes the Board of Directors to designate a Chief Operating Officer and a Chief Financial Officer or similar such titles; and
- Article IV, Section 3 of the Amended By-Laws provides that the Chief Operating Officer shall be responsible for daily supervision of all business units of the Company, and such other responsibilities as may be assigned from time to time by the Chief Executive Officer, including the power to execute contracts and other documents on behalf of the Company, except as to those matters as may be specifically reserved to the Board of Directors or the Chief Executive Officer by resolution adopted from time to time by the Board of Directors.

The foregoing summary descriptions of the Amended By-Laws do not purport to be complete and are qualified in their entirety by reference to the Amended By-Laws, attached hereto as **Exhibit 3.1** to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

(d) *Exhibits*

- 3.1 Amended and Restated By-Laws of Lee Enterprises, Incorporated, effective May 2, 2013
- 10.1 Note Agreement dated as of May 1, 2013 by and among St. Louis Post-Dispatch LLC, Pulitzer Inc. and BH Finance LLC
- 10.2 Subsidiary Guaranty Agreement dated as of May 1, 2013 by and among certain Subsidiaries of Pulitzer Inc. in favor of BH Finance LLC

- 10.3 Security Agreement dated as of May 1, 2013 by and among Pulitzer Inc., St. Louis Post-Dispatch LLC, and certain Subsidiaries of Pulitzer Inc., and The Bank of New York Mellon Trust Company, N.A., as Collateral Agent
- 10.4 Pledge Agreement dated as of May 1, 2013 by and among Pulitzer Inc., St. Louis Post-Dispatch LLC, Pulitzer Newspapers, Inc., Pulitzer Technologies, Inc., Star Publishing Company and The Bank of New York Mellon Trust Company, N.A., as Collateral Agent
- 10.5 First Amendment to Credit Agreement dated as of May 1, 2013 (a/k/a the Exit Credit Agreement) by and among Lee Enterprises, Incorporated, the Lenders from time to time party thereto and Deutsche Bank Trust Company Americas, as Administrative Agent and Collateral Agent
- 10.6 First Amendment to Credit Agreement dated as of May 1, 2013 (a/k/a Second Lien Loan Agreement) by and among Lee Enterprises, Incorporated, the Lenders from time to time party thereto and Wilmington Trust, National Association, as Administrative Agent and Collateral Agent
- 10.7 First Amendment to Intercreditor Agreement dated as of May 1, 2013 by and among The Bank of New York Mellon Trust Company, N.A., as Collateral Agent, Wilmington Trust, National Association, as Collateral Agent, St. Louis Post-Dispatch LLC, Pulitzer Inc., and each of the other Loan Parties.
- 99.1 News Release of Lee Enterprises, Incorporated dated May 2, 2013

#### **SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

#### **LEE ENTERPRISES, INCORPORATED**

Date: May 7, 2013

By: /s/ Carl G. Schmidt  
Carl G. Schmidt  
Vice President, Chief Financial Officer,  
and Treasurer

## AMENDED AND RESTATED BY-LAWS

OF

LEE ENTERPRISES, INCORPORATED

(A Delaware corporation)

Effective as of May 2, 2013

ARTICLE IOFFICES

SECTION 1. Principal Office. The principal office shall be at 229 South State Street, in the City of Dover, County of Kent, State of Delaware, and the name of the resident agent in charge thereof is THE PRENTICE-HALL CORPORATION SYSTEM, INC.

SECTION 2. Other Offices. The corporation may also have an office or offices at such other place or places, within or without the State of Delaware, as the Board of Directors may from time to time designate or the business of the corporation require.

ARTICLE IISTOCKHOLDERS' MEETINGS

SECTION 1. Annual Meetings. An annual meeting of the stockholders of the corporation shall be held at such time and place within or without the State of Delaware as may be determined by the Board of Directors, and as shall be designated in the notice of said meeting, for the purpose of electing directors and for the transaction of such other proper business, notice of which was given in the notice of the meeting.

SECTION 2. Nomination of Directors and Other Business.

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors. Nominations of persons for election as directors may be made at a meeting of stockholders only (x) by or at the direction of the Board of Directors, (y) by any person or persons authorized to do so by the Board or (z) by any stockholder of the corporation entitled to vote for the election of directors at the meeting who complies with the notice procedures set forth in this Section 2. Any such nomination, other than those made by or at the direction of the Board or by persons authorized by the Board, shall be made pursuant to timely notice in writing to the Chairman of the Nominating Committee of the Board of Directors. Such

stockholder's notice of a proposed nomination shall set forth, as to each person whom the stockholder proposes to nominate for election or re-election as a director, (i) the name, age, business address and residence address of the person, (ii) the principal occupation or employment of the person, (iii) the class and number of shares of capital stock of the corporation which are beneficially owned by the person, and (iv) any other information relating to the person that is required to be disclosed in solicitations for proxies for election of directors pursuant to Regulation 14A under the Securities Exchange Act of 1934, as now or hereafter amended; and as to the stockholder giving the notice, (v) the name and record address of such stockholder and (vi) the class and number of shares of the corporation which are beneficially owned by such stockholder. The corporation may require any proposed nominee to furnish such other information as may reasonably be required by the corporation to determine the eligibility of such proposed nominee to serve as director. No person shall be eligible for election as a director of the corporation unless nominated in accordance with the procedures set forth herein and unless qualified under the other provisions of these bylaws. If the chairman of the meeting determines that a nomination was not made in accordance with the foregoing procedure, he or she shall so declare to the meeting and the defective nomination shall be disregarded.

(b) To be properly brought before any annual or special meeting of stockholders, business must be either (x) specified in the notice of meeting (or any supplement thereto) given by or at the direction of the Board, (y) otherwise properly brought before the meeting by or at the direction of the Board, or (z) otherwise properly brought before the meeting by a stockholder. In addition to any other applicable requirements, for business to be properly brought before a meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the corporation. A stockholder's notice to the Secretary shall set forth with respect to each matter the stockholder proposes to bring before the meeting (i) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting, (ii) the name and record address of the stockholder proposing such business, (iii) the class and number of shares of the corporation which are beneficially owned by the stockholder, and (iv) any material interest of the stockholder in such business. Notwithstanding anything in these bylaws to the contrary, no business shall be conducted at any meeting of stockholders except in accordance with the procedures set forth in this Section 2, provided, however, that nothing in this Section 2 shall be deemed to preclude discussion by any stockholder of any business properly brought before the meeting. If the chairman of the meeting determines that such business was not properly brought before the meeting in accordance with the foregoing procedure, he or she shall so declare to the meeting, and any such business not properly brought before the meeting shall not be transacted.

(c) To be timely, a stockholder's notice of nomination or other business must be delivered to, or mailed and received at, the principal executive offices of the corporation, as to the annual meeting of stockholders, not later than the date fixed annually by the Board of Directors and set forth in the proxy statement for the preceding annual meeting. As to any other meeting such notice shall be given not less than 40 days nor more than 65 days prior to the meeting; provided, however, that in the event



that less than 45 days' notice or prior public disclosure of the date of the meeting is given or made to stockholders, notice by the stockholder to be timely must be so received not later than the close of business on the 15th day following the day on which such notice of the date of the special meeting was mailed or such public disclosure was made, whichever first occurs.

SECTION 3. Special Meetings. Special meetings of the stockholders may be held at such time and place within or without the State of Delaware as may be designated in the notice of said meeting, upon call of the Board of Directors or Chairman and President.

SECTION 4. Notice of Meetings and Adjourned Meetings. Unless otherwise provided by law, written notice of any meeting of the stockholders stating the place, date, hour and purpose or purposes of the meeting shall be given not less than ten (10) nor more than fifty (50) days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, notice shall be deemed for all purposes to have been given when deposited in the United States mail, postage prepaid, directed to the stockholder at the address of the stockholder as it appears on the records of the corporation. An affidavit of the Secretary or an Assistant Secretary or of the transfer agent of the corporation that the notice has been given shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken, provided that if the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

SECTION 5. Record Date for Determination of Stockholders. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the stock record books of the corporation shall not be closed, but the Board of Directors shall fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action.

A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 6. Quorum. Except as otherwise provided by law or the Amended and Restated Certificate of Incorporation of the corporation, a quorum of all meetings of stockholders shall consist of the holders of record of stock representing a

majority of the voting power of all classes of the corporation, issued and outstanding, entitled to vote at the meeting, present in person or by proxy. For purposes of the foregoing, two or more classes or series of stock shall be considered a single class if the holders thereof are entitled to vote together as a single class at the meeting. In the absence of a quorum at any meeting or any adjournment thereof, a majority of the voting power of those present in person or by proxy and entitled to vote may adjourn such meeting from time to time. At any adjourned meeting at which a quorum is present any business may be transacted which might have been transacted at the meeting as originally called.

SECTION 7. Organization. Meetings of the stockholders shall be presided over by the Chairman and President. If he or she is not present, a Vice President shall preside. In their absence or inability to act, another person designated by the Chairman and President shall preside. The Secretary of the corporation, or an Assistant Secretary, shall act as secretary of every meeting, but if neither the Secretary nor an Assistant Secretary is present, the presiding officer shall choose any person present to act as secretary of the meeting.

SECTION 8. Voting. Except as provided in Section 9 or as otherwise provided by law, each stockholder entitled to vote at any meeting of stockholders shall be entitled to such number of votes as is specified, in respect of the class or series of capital stock held by such stockholder, in the corporation's Amended and Restated Certificate of Incorporation, and a proportionate vote for each fraction of a share of capital stock held by such stockholder. Any vote of stock of the corporation may be given by the stockholder entitled thereto in person or by his or her proxy appointed by an instrument in writing, subscribed by such stockholder or his or her attorney thereto authorized and delivered to the Secretary of the meeting; provided, however, that no proxy shall be voted on after three (3) years from its date unless said proxy provides for a longer period. Except as otherwise required by law or the Amended and Restated Certificate of Incorporation or these Amended and Restated By-Laws ("By-Laws"), or in electing directors, all matters coming before any meeting of the stockholders shall be decided by the vote of a majority of the voting power of all classes of stock of the corporation present in person or by proxy at such meeting and entitled to vote thereat, a quorum being present. At all elections of directors the voting may, but need not be, by ballot and a plurality of the votes cast thereat shall elect.

SECTION 9. Voting of Shares by Aliens. No more than twenty percent (20%) of the outstanding shares of stock of the corporation entitled to vote on any matter submitted to stockholders (including the election of directors) shall be voted, directly or indirectly, by or for the account of all aliens as a group. All references herein to "alien" shall include the representatives, associates and affiliates of such alien. The term "alien", "representative", "associate", and "affiliate" shall be defined as set forth in Subdivision (J) to Article FOURTH of the Amended and Restated Certificate of Incorporation of the corporation.

SECTION 10. List of Stockholders. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least ten (10) days before

every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 11. Inspectors of Voting. Except as otherwise provided by statute, the Chairman and President or in his or her absence the chairman of the meeting, shall appoint one or more inspectors of voting for each meeting of stockholders.

SECTION 12. Meeting Procedures. Meetings of stockholders shall be conducted in a fair manner but need not be governed by any prescribed rules of order. The presiding officer's rulings on procedural matters shall be final. The presiding officer is authorized to impose reasonable time limits on the remarks of individual stockholders and may take such steps as such officer may deem necessary or appropriate to assure that the business of the meeting is conducted in a fair and orderly manner including, without limitation, to adjourn any meeting and determine the date, time and place at which any adjourned meeting shall be reconvened, unless otherwise determined by the Board of Directors.

### ARTICLE III

#### DIRECTORS

SECTION 1. Powers, Number, Qualification, Term, Quorum and Vacancies. The property, affairs and business of the corporation shall be managed by its Board of Directors, consisting of such number as shall be fixed from time to time by resolution adopted at a meeting of the stockholders or as may be determined by the Board of Directors as hereinafter provided. The number of directors shall never be less than three (3). The directors shall be divided into three classes as nearly equal in number as possible, with the term of office of one class expiring each year. Following expiration of terms for which they were elected, each class of directors shall thereafter be elected for a three-year term. The directors shall have power from time to time, and at any time, when the stockholders as such are not assembled in a meeting, regular or special, to increase or decrease their own number. During the intervals between annual meetings of stockholders, any vacancy occurring in the Board of Directors caused by resignation, removal, death or incapacity, and any newly created directorships resulting from an increase in the number of directors, shall be filled by a majority vote of the directors then in office, whether or not a quorum. Each director chosen to fill a vacancy shall hold office for the unexpired term in respect of which such vacancy occurred.

Each director chosen to fill a newly created directorship shall hold office until the next election of the class for which such director shall have been chosen. When the number of directors is changed, any newly created directorships or any decrease in directorships shall be so apportioned among the classes as to make all classes as nearly equal in number as possible. Each director shall serve until a successor shall have been duly elected and qualified, except in the event of resignation, removal, death or other incapacity.

Directors need not be stockholders. No alien (including the representatives, associates and affiliates thereof) shall be eligible to serve as a director of the corporation. The terms "alien", "representative", "associate", and "affiliate", shall be defined as set forth in Subparagraph (J) to Article FOURTH of the Amended and Restated Certificate of Incorporation of the corporation.

A majority of the members of the Board of Directors then acting, but in no event less than one-third nor less than two (2) of the number of directors authorized, acting at a meeting duly assembled, shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting, without further notice, from time to time until a quorum shall have been obtained.

SECTION 2. Meetings. Meetings of the Board of Directors shall be held at such place within or outside the State of Delaware as may from time to time be fixed by resolution of the Board of Directors, or as may be specified in the notice of the meeting. Regular meetings of the Board of Directors shall be held at such times as may from time to time be fixed by resolution of the Board of Directors, and special meetings may be held at any time upon the call of the Chairman and President or any two (2) directors by oral, telegraphic, facsimile or other written notice duly communicated to, served on, sent, or mailed to each director at his or her principal address as recorded in the records of the corporation not less than twenty-four (24) hours before such meeting. A meeting of the Board of Directors shall be held without notice immediately after the annual meeting of stockholders. Notice need not be given of regular meetings of the Board of Directors held at times fixed by resolution of the Board of Directors. Meetings may be held at any time without notice if all the directors are present, or if at any time before or after the meeting those not present waive notice of the meeting in writing.

SECTION 3. Action Without Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of the proceedings of the Board or committee.

SECTION 4. Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of two (2) or more of the directors of the corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Any such

committee, to the extent provided in the resolution, shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; provided, however, that in the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

SECTION 5. Dividends. Subject always to the provisions of the law and the Certificate of Incorporation, the Board of Directors shall have full power to determine whether any, and if any, what part of any, funds legally available for the payment of dividends shall be declared in dividends and paid to stockholders; the division of the whole or any part of such funds of the corporation shall rest wholly within the lawful discretion of the Board of Directors, and it shall not be required at any time, against such discretion, to divide or pay any part of such funds among or to the stockholders as dividends or otherwise; and the Board of Directors may fix a sum which may be set aside or reserved over and above the capital paid in of the corporation as working capital for the corporation or as a reserve for any proper purpose, and from time to time may increase, diminish, and vary the same in its absolute judgment and discretion.

SECTION 6. Removal of Directors. A director may be removed from office at any time, but only for cause, by the affirmative vote of the holders of a majority of the outstanding shares of stock entitled to vote for the election of directors at a meeting of the stockholders called for that purpose.

SECTION 7. Indemnification of Officers, Directors, Employees and Aliens.

(a) Each officer, director, employee and agent of the corporation and each person serving at the request of the corporation as an officer, director, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified (including payment of expenses in advance) by the corporation to the full extent from time to time provided or authorized by the General corporation Law of the State of Delaware. This right of indemnification shall not be exclusive of other indemnification rights to which any such person may be entitled under contract, by-law, vote of stockholders or disinterested directors, policy of insurance or otherwise. The subsequent provisions of this By-law shall not limit or otherwise modify the foregoing provision.

(b) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and

reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

(c) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such persons shall have been adjudged to be liable to the corporation unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery or such other court shall deem proper.

(d) To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subsections (b) and (c), or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him or her in connection therewith.

(e) Any indemnification under subsections (b) and (c) (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in subsections (b) and (c). Such determination shall be made (1) by the board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (2) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by the stockholders.

(f) Expenses incurred by an officer or director in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on

behalf of such director or officer to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the corporation as authorized in this Section. Such expenses incurred by other employees and agents may be so paid upon such terms and conditions, if any, as the board of directors deems appropriate.

(g) The indemnification and advance of expenses provided by or granted pursuant to, the other subsections of this section shall not be deemed exclusive of any other rights to which those seeking indemnification and advancement of expenses may be entitled under any by-law, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. The corporation shall have authority to enter into indemnification agreements with its officers and directors, the terms of which shall be approved by the Board of Directors.

(h) The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of this section.

(i) For purposes of this Section, references to “the corporation” shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, and employees or agents, so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall stand in the same position under the provisions of this Section with respect to the resulting or surviving corporation as he or she would have with respect to such constituent corporation if its separate existence had continued.

(j) For purposes of this Section, references to “other enterprises” shall include employee benefit plans; references to “fines” shall include any excise taxes assessed on a person with respect to any employee benefit plan; and references to “serving at the request of the corporation” shall include any service as a director, officer, employee or agent of the corporation which imposes duties on, or involves services by, such director, officer, employee, or agent with respect to an employee benefit plan, its participants, or beneficiaries; and a person who acted in good faith and in a manner he or she reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interests of the corporation” as referred to in this Section. References to “actions” or “proceedings” shall include administrative or investigative inquiries as well as suits at law or in equity.

(k) The indemnification and advancement of expenses provided by, or granted pursuant to, this section shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE IV

OFFICERS, GROUPS AND STAFF

SECTION 1. Officers Designated. The Board of Directors at its first meeting after each annual meeting of the stockholders, or at any time thereafter, shall elect a Chairman and President (acting as Chief Executive Officer), one or more Vice Presidents (who may be designated as Executive Vice Presidents, Senior Vice Presidents, Group Vice Presidents or Corporate Vice Presidents, the number of which to be determined by the Board of Directors), a Secretary and a Treasurer. The Board of Directors shall also have the authority, but shall not be required, to designate such officers as a Chief Operating Officer, a Chief Financial Officer or similar such titles. Any two or more offices may be held by the same person. The Board of Directors may elect or appoint from time to time one or more Group Presidents, Vice Presidents, Assistant Secretaries and Assistant Treasurers and such other officers and agents as it shall deem necessary.

SECTION 2. Term and Removal. Each elective officer shall hold office until the next annual meeting of the Board of Directors, or until his or her successor is elected and qualifies. Each appointive officer shall hold office at the will of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the members of the Board of Directors then in office. A vacancy in any office arising from any cause may be filled by the Board of Directors.

SECTION 3. Chairman and President; Chief Operating Officer. The Chairman and President shall be Chief Executive Officer of the corporation, shall preside at all meetings of the Board of Directors, and shall have general supervision of the business, affairs and property of the corporation and over its several officers, subject to the control of the Board of Directors. He or she shall be ex officio a member of all standing committees, other than the Audit and Executive Compensation Committees, and shall see that all orders and resolutions of the Board of Directors are carried into effect. He or she shall make recommendations to the Board of Directors with respect to corporate policies and other matters of importance which he or she believes should be submitted for Board consideration. He or she shall have all the powers usually vested in the office of a general manager and chief executive officer of a corporation. He or she shall have power to execute contracts and other documents on behalf of the corporation, under seal or otherwise, except as to those matters as may be specifically reserved to the Board of Directors by resolution adopted from time to time by the Board of Directors.



The Chief Operating Officer shall be responsible for daily supervision of all business units of the corporation, and such other responsibilities as may be assigned from time to time by the Chief Executive Officer. He or she shall have power to execute contracts and other documents on behalf of the corporation, under seal or otherwise, except as to those matters as may be specifically reserved to the Board of Directors or the Chief Executive Officer by resolution adopted from time to time by the Board of Directors.

SECTION 4. Group Presidents. Each Group President shall be a corporate officer and within the limitations placed by the policies adopted by the Board of Directors or the Chairman and President, shall be the chief operating officer of the operating group assigned and shall in general supervise and control such business and affairs of the group and operations assigned thereto and perform such other duties as may be prescribed from time to time by the Chairman and President or the Board of Directors.

SECTION 5. Vice Presidents. Each Vice President shall have such powers and perform such duties as may be assigned to him or her by the Chairman and President or the Board of Directors.

SECTION 6. Secretary. The Secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of all proceedings in a book to be kept for that purpose. He or she shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Chairman and President or the Board of Directors. He or she shall keep in safe custody the seal of the corporation and, when authorized to do so, affix the same to any instrument requiring it, and when so affixed it shall be attested by his or her signature or by the signature of the Treasurer or an Assistant Secretary.

SECTION 7. Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatsoever and deposit all such monies in the name of the corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VI of these By-Laws; and, in general, perform all of the duties incident to the office of Treasurer and such other duties as shall from time to time be assigned to him or her by the Chairman and President or the Board of Directors.

SECTION 8. Assistant Secretaries and Assistant Treasurers. Assistant Secretaries and Assistant Treasurers, if any, shall be elected or appointed by the Board of Directors and shall have such powers and shall perform such duties as shall be assigned to them by the Chairman and President or the Board of Directors.

SECTION 9. Establishment of Groups. The Board of Directors or the Chairman and President may cause the business of the corporation to be divided into one or more groups, based upon product or service, geographical territory, character and type of operations, or upon such other basis as the Board of Directors or the Chairman and President may from time to time determine to be advisable. A group shall operate under the authority and direction of a Group President and may operate under trade names approved for such purpose as may be authorized by the Board of Directors or the Chairman and President.

SECTION 10. Group Officers. The Group President of a group, after authorization by the Chairman and President, may appoint any number of group officers (who shall not, by virtue of such appointment, be corporate officers), and may remove any such group officer. Such officers shall have such authority as may from time to time be assigned by the Group President.

SECTION 11. Staff Officers. The Chairman and President may appoint any number of staff officers (who shall not, by virtue of such appointment, be corporate officers), and may remove any such staff officer as the Chairman and President may deem appropriate from time to time. Such officers shall have such authority as may from time to time be assigned by the Chairman and President.

## ARTICLE V

### CERTIFICATES OF STOCK AND UNCERTIFICATED STOCK

SECTION 1. Certificates of Shares and Uncertificated Shares. The Board of Directors may authorize the issuance of some or all of the shares of its common stock without certificates. The authorization does not affect shares already represented by certificates until they are surrendered to the corporation. The corporation shall be permitted to issue fractional shares. Shares of stock held by or for the account of aliens (including the representatives, associates, and affiliates thereof) shall be represented by "Foreign Share Certificates". The terms "alien", "representative", "associate" and "affiliate" shall be defined as set forth in Subparagraph (J) of Article FOURTH of the Amended and Restated Certificate of Incorporation of the corporation. All such other shares of stock shall be represented by either "Domestic Share Certificates" or, in the case of uncertificated stock, by such written statements issued by the corporation in respect of uncertificated shares. All such certificates or written statements shall be in such form and design as the Board of Directors may approve, and each certificate or written statement shall express on its face its number, date of issuance, the number of shares for which and the person to whom issued.

SECTION 2. Ownership, Control and Transfer of Shares. Not more than twenty percent (20%) of the outstanding shares of stock of the corporation shall at any time be owned or controlled, directly or indirectly, by or for the account of all aliens as a group. Shares of stock shall be transferable on the books of the corporation by the holder thereof in person or by duly authorized attorney upon the surrender of the

certificate representing shares to be transferred, properly endorsed, or, in the case of uncertificated stock, by the registration of the transfer of the uncertificated shares on the books of the corporation by the holder thereof; provided, however, that shares of stock other than shares represented by foreign share certificates shall be transferable to aliens or any person holding for the account thereof only when the aggregate number of shares of stock owned by or for the account of all aliens as a group will not then be more than twenty percent (20%) of the number of shares outstanding. The Board of Directors may direct that, before shares of stock shall be transferred on the books of the corporation, the corporation may require information as to whether the proposed transferee is an alien or will own the stock for the account of an alien. The issuance or transfer of any of the shares of stock at any time outstanding to an alien contrary to the provisions of this Section shall be void. All references herein to "alien" shall include the representatives, associates and affiliates of such alien. The terms "alien", "representative", "affiliate", "associate", "control" and "person" shall be defined as set forth in Subparagraph (J) to Article FOURTH of the Amended and Restated Certificate of Incorporation of the corporation.

Transfers of shares of the capital stock of the corporation shall be made only on the books of the corporation by the registered holder thereof, or by his or her attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the corporation, or with a transfer clerk or a transfer agent appointed as in Section 4 of this Article provided, and on surrender of the certificate or certificates for such shares properly endorsed and the payment of all taxes thereon, or, in the case of uncertificated stock, by the registration of the transfer of the uncertificated shares and the payment of all taxes thereon. The person in whose name shares of stock stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation; provided that whenever any transfer of shares shall be made for collateral security, and not absolutely, such fact, if known to the Secretary of the corporation, shall be so expressed in the entry of transfer. The Board may, from time to time, make such additional rules and regulations as it may deem expedient, not inconsistent with these By-Laws, concerning the issue, transfer, and registration of certificates for shares or uncertificated shares of the capital stock of the corporation.

The certificates of stock shall be signed by the Chairman and President or a Vice President and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer, and sealed with the seal of the corporation. If a certificate of stock is countersigned (1) by a transfer agent other than the corporation or its employee, or (2) by a registrar other than the corporation or its employee, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate of stock shall have ceased to be such officer, transfer agent or registrar before such certificate of stock is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

SECTION 3. Lost, Destroyed or Stolen Certificates. No certificate for shares of stock in the corporation or uncertificated shares in place of any certificate or certificates previously issued by the corporation shall be issued in place of any

certificate alleged to have been lost, destroyed or stolen, except on production of such evidence of such loss, destruction or theft and on delivery to the corporation, if the Board of Directors shall so require, of a bond of indemnity in such amount (not exceeding twice the value of the shares represented by such certificate), upon such terms and secured by such surety as the Board of Directors may in its discretion require.

SECTION 4. Transfer Agent and Registrar. The Board of Directors may appoint one or more Transfer Clerks or one or more Transfer Agents and one or more Registrars, and may require all certificates of stock to bear the signature or signatures of any of them.

SECTION 5. Rules and Regulations. The Board of Directors shall have power and authority to make all such rules and regulations as it may deem expedient concerning the issue, transfer and registration of certificates for shares of the capital stock of the corporation.

## ARTICLE VI

### BANK ACCOUNTS, CHECKS, LOANS, ETC.

SECTION 1. Bank Accounts and Checks. Such officers or agents of the corporation as from time to time shall be designated by the Board of Directors shall have authority to deposit any funds of the corporation in such banks or trust companies as shall from time to time be designated by the Board of Directors; and such officers or agents as from time to time shall be designated by the Board of Directors shall have authority to withdraw from time to time any or all of the funds of the corporation so deposited in any bank or trust company, upon checks, drafts or other instruments or orders for the payment of money, drawn against the account or in the name or behalf of the corporation, and made or signed by such officers or agents; and each bank or trust company with which funds of the corporation are so deposited is authorized to accept, honor, cash and pay, without limit as to amount, all checks, drafts or other instruments or orders for the payment of money, when drawn, made or signed by officers or agents so designated by the Board of Directors, regardless of whether the same are payable to the order of any officer or agent signing the same, until written notice of the revocation by the Board of Directors of the authority of such officers or agents shall have been received by such bank or trust company. The officers of the corporation or any of them shall from time to time certify to the banks or trust companies in which funds of the corporation are deposited, the signatures of the officers or agents of the corporation so authorized to draw against the same, and such signatures may include the signature of such certifying officer or officers.

SECTION 2. Loans. Such officers or agents of the corporation as from time to time shall be designated by the Board of Directors shall have authority to effect loans, advances or other forms of credit at any time or times for the corporation from such banks or trust companies as the Board of Directors shall from time to time

designate, and as security for the repayment of such loans, advances or other forms of credit to assign, transfer, endorse and deliver, either originally or in addition or substitution, any or all stocks, bonds, rights and interests of any kind in or to stocks or bonds, certificates of such rights or interests, deposits, accounts, documents covering merchandise, bills receivable and other commercial paper and evidences of debt, at any time held by the corporation; and for such loans, advances, or other forms of credit to make, execute and deliver one or more notes, acceptances or other written obligations of the corporation on such terms, and with such provisions as to the securities including the sale or disposition thereof, as such officers or agents shall deem proper; and also to sell to, or discount or rediscount with, such banks or trust companies any and all commercial paper, bills receivable, acceptances and other instruments and evidences of debt at any time held by the corporation, and to that end to endorse, transfer and deliver the same. The officers of the corporation or any of them shall from time to time certify the signatures of the officers or agents so authorized, which may include the signature of such certifying officer or officers, to each bank or trust company so designated by the Board of Directors; and each such bank or trust company is authorized to rely upon such certification until written notice of the revocation by the Board of Directors of the authority of such officers or agents shall have been received by such bank or trust company.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be a 52 or 53 week period which begins on the first Monday after the last Sunday in September and ends on the last Sunday in the following September, unless otherwise determined by the Board of Directors.

ARTICLE VIII

CORPORATE SEAL

The corporate seal of the corporation shall consist of two concentric circles, between which shall be the name of the corporation, and in the center shall be inscribed the year of its incorporation and the words, "Corporate Seal, Delaware".

ARTICLE IX

AMENDMENTS

The By-Laws of the corporation shall be subject to alteration, amendment or repeal and new By-Laws not inconsistent with any provision of the Amended and Restated Certificate of Incorporation or statute may be made, either by the affirmative vote of the holders of record of stock representing a majority of the voting power of all

classes of stock of the corporation present in person or by proxy at any annual or special meeting of the Stockholders and entitled to vote thereat, a quorum being present, or by the affirmative vote of a majority of the whole Board, given at any regular or special meeting of the Board, provided that notice of the proposal to so make, alter, amend or repeal such By-Laws be included in the notice of such meeting of the Board or the Stockholders, as the case may be. By-Laws made, altered or amended by the Board may be altered, amended or repealed by the Stockholders at any annual or special meeting thereof.

**ST. LOUIS POST-DISPATCH LLC**  
**and**  
**PULITZER INC.**  
**\$94,000,000**  
**9% SENIOR NOTES DUE APRIL 3, 2017**

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**NOTE AGREEMENT**

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**Dated as of May 1, 2013**

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TABLE OF CONTENTS

(Not Part of Agreement)

	<u>Page</u>
PARAGRAPH 1 INTERPRETATION	1
PARAGRAPH 2 AUTHORIZATION AND ISSUANCE OF NOTES	1
2A. Authorization of Notes	1
2B. Issuance of Notes	1
PARAGRAPH 3 CLOSING DATE	1
PARAGRAPH 4 CONDITIONS OF CLOSING	2
4A. Representations and Warranties	2
4B. No Default	2
4C. Compliance Certificates	2
4D. Opinions of Counsel	2
4E. Transactions Permitted by Applicable Laws	3
4F. Consents and Approvals	3
4G. Notes	3
4H. [Reserved]	3
4I. Subsidiary Guaranty	3
4J. Credit Agreement	3
4K. Second Lien Loan Agreement and Other Second Lien Debt Documents	3
4L. Intercreditor Agreement	4
4M. Collateral Documents	4
4N. Lien Searches/Evidence of First Priority Liens	5
4O. Repayment of December 2015 Notes	5
4P. Tax Sharing Agreement	5
4Q. Payment of Fees and Expenses	6
4R. Herald Redemption Agreement	6
4S. Proceedings and Documents	6
PARAGRAPH 5 PREPAYMENTS	6
5A. Mandatory Scheduled Prepayments	6
5B. Excess Cash Flow Sweep	6
5C. Optional Prepayments	7
5D. Asset Sale Prepayments	7
5E. Prepayment Upon Change of Control	7
5F. Application of Certain Prepayments	8
5G. Partial Payments Pro Rata	8
5H. Retirement of Notes	8
5I. Use of Debt to Make Prepayment	8
5J. Prepayment of Interest upon Payment in Full of Notes	9
PARAGRAPH 6 AFFIRMATIVE COVENANTS	9
6A. Financial Statements	9



TABLE OF CONTENTS

(continued)

	<u>Page</u>
6B. Inspection of Properties	12
6C. Covenant to Secure Notes Equally	12
6D. Compliance with Laws and Regulations	12
6E. Patents, Trade Marks and Trade Names	13
6F. Information Required by Rule 144A	13
6G. Payment of Taxes and Other Claims	13
6H. ERISA Compliance	13
6I. Insurance	14
6J. Maintenance of Properties	14
6K. Corporate Existence, Etc.	14
6L. Books and Records	14
6M. Delivery of Deeds of Trust	14
6N. Business	14
6O. Execution and Delivery of Subsidiary Guaranty Agreement and Other Collateral Documents	15
<b>PARAGRAPH 7 NEGATIVE COVENANTS</b>	<b>15</b>
7A. Change of Business	15
7B. Limitation on Distributions	15
7C. Lien, Debt and Other Restrictions	16
7D. Limitation on Certain Restrictive Agreements	23
7E. Terrorism Sanctions Regulations	23
7F. Financial Covenants	24
7G. Priority Debt	24
7H. Capital Expenditures	25
7I. Restricted Payments	25
<b>PARAGRAPH 8 EVENTS OF DEFAULT</b>	<b>25</b>
8A. Events of Default and Acceleration	25
8B. Rescission of Acceleration	30
8C. Notice of Acceleration or Rescission	31
8D. Other Remedies	31
<b>PARAGRAPH 9 REPRESENTATIONS, COVENANTS AND WARRANTIES</b>	<b>31</b>
9A. Organization and Qualification; Due Authorization	31
9B. Material Adverse Change	32
9C. Litigation; Observance of Agreements, Statutes and Orders	32
9D. Outstanding Debt	32
9E. Title to Properties	33
9F. Conflicting Agreements and Other Matters	33
9G. Margin Stock	33
9H. ERISA	33
9I. Governmental Authorizations, Etc.	34
9J. Disclosure	34
9K. Foreign Assets Control Regulations, Etc.	35
9L. Solvency	36

TABLE OF CONTENTS

(continued)

	<u>Page</u>
9M. Organization and Ownership of Shares of Subsidiaries; Affiliates	36
9N. Compliance with Laws, Other Instruments, Etc.	37
9O. Licenses, Permits, Etc.	37
9P. Taxes	37
9Q. Environmental Matters	37
<b>PARAGRAPH 10 REPRESENTATIONS OF THE PURCHASERS</b>	<b>38</b>
10A. Nature of Purchase	38
10B. Source of Funds	38
10C. Independent Investigation	40
<b>PARAGRAPH 11 DEFINITIONS; ACCOUNTING MATTERS</b>	<b>40</b>
11A. [Reserved]	40
11B. Other Terms	40
11C. Accounting and Legal Principles, Terms and Determinations	57
<b>PARAGRAPH 12 MISCELLANEOUS</b>	<b>58</b>
12A. Note Payments	58
12B. Expenses	58
12C. Consent to Amendments	59
12D. Form, Registration, Transfer and Exchange of Notes; Lost Notes	59
12E. Persons Deemed Owners; Participations	60
12F. Survival of Representations and Warranties; Entire Agreement	60
12G. Successors and Assigns	60
12H. Notices	60
12I. Payments due on Non-Business Days	61
12J. Satisfaction Requirement	61
12K. Governing Law	61
12L. Severability	61
12M. Descriptive Headings	61
12N. Counterparts	61
12O. Independence of Covenants	61
12P. Severalty of Obligations	61
12Q. Consent to Jurisdiction; Waiver of Immunities	62
12R. Waiver of Jury Trial	62
12S. Confidential Information	62

## SCHEDULES AND EXHIBITS

SCHEDULE A	—	Purchaser Schedule
SCHEDULE 7C(3)	—	Investments
SCHEDULE 9C	—	Litigation
SCHEDULE 9D	—	Outstanding Debt
SCHEDULE 9F	—	Agreements Restricting Incurrence of Debt
SCHEDULE 9H	—	ERISA
SCHEDULE 9M	—	Subsidiaries of Pulitzer and Ownership of Subsidiary Stock
EXHIBIT A	—	Form of Note
EXHIBIT B	—	[Reserved]
EXHIBIT C	—	Form of Subsidiary Guaranty Agreement
EXHIBIT D	—	Form of Pledge Agreement
EXHIBIT E	—	Form of Security Agreement
EXHIBIT F	—	Form of Deeds of Trust
EXHIBIT G	—	Form of Trademark Security Agreements
EXHIBIT H	—	Form of Copyright Security Agreements
EXHIBIT I	—	Form of Compliance Certificate

**ST. LOUIS POST-DISPATCH LLC**  
**and**  
**PULITZER INC.**  
**900 North Tucker Boulevard**  
**St. Louis, Missouri 63101**

As of May 1, 2013

TO EACH OF THE PURCHASERS  
NAMED ON SCHEDULE A HERETO

\$94,000,000 9% Senior Notes due April 3, 2017

Ladies and Gentlemen:

The undersigned, ST. LOUIS POST-DISPATCH LLC, a Delaware limited liability company (“**STL Post-Dispatch**”), and PULITZER INC., a Delaware corporation (“**Pulitzer**”, and together with STL Post-Dispatch, the “**Obligors**”), hereby agrees with each Purchaser as follows:

**PARAGRAPH 1 INTERPRETATION.**

Certain capitalized terms used in this Agreement are defined in paragraph 11B; references to a “Schedule” or an “Exhibit” are, unless otherwise specified, to a Schedule or an Exhibit attached to this Agreement.

**PARAGRAPH 2 AUTHORIZATION AND ISSUANCE OF NOTES.**

**2A. Authorization of Notes.** Subject to paragraph 2B below, the Obligors will authorize the issue of their senior guaranteed promissory notes in the aggregate principal amount of \$94,000,000, to be dated the date of issue thereof, to mature April 3, 2017, to bear interest on the unpaid balance thereof from the date thereof until the principal thereof shall have become due and payable at the rate specified therein and on overdue payments at the rate specified therein, and to be substantially in the form of Exhibit A attached hereto (the “**Notes**”). The term “**Notes**” as used herein shall include each Note delivered pursuant to any provision of this Agreement and each Note delivered in substitution or exchange for any other Note pursuant to any such provision.

**2B. Issuance of Notes.** Subject to the terms and conditions hereof, the Obligors will issue to each Purchaser, at the closing provided for in paragraph 3, Notes in the principal amount specified opposite each Purchaser’s name in Schedule A, in an aggregate principal amount of \$94,000,000.

**PARAGRAPH 3 CLOSING DATE.**

This Agreement shall become effective, and the issuance of Notes provided for in paragraph 2B shall occur, on or before May 1, 2013 at the office of Munger, Tolles & Olson LLP, 355 South Grand Avenue, Los Angeles, California, 90071, so long as all of the

conditions set forth in paragraph 4 hereof are fulfilled to the satisfaction of the Purchasers on or prior to such date (the date, if any, on or prior to May 1, 2013 that such conditions are so satisfied being referred to herein as the “Closing Date”).

#### **PARAGRAPH 4 CONDITIONS OF CLOSING.**

The effectiveness of this Agreement is subject to the fulfillment to each Purchaser’s satisfaction of the following conditions (with each of the documents referred to below being in form, scope and substance reasonably satisfactory to the Purchasers; it is understood that a requirement to deliver any document to a Purchaser may be satisfied by delivering such document to the Purchasers’ counsel):

**4A. Representations and Warranties.** The representations and warranties of the Obligor and the other Credit Parties in this Agreement and the other Transaction Documents to which each such Person is a party shall be correct when made and on the Closing Date.

**4B. No Default.** Both immediately before and after giving effect to the issuance of the Notes, no Default or Event of Default shall have occurred and be continuing.

#### **4C. Compliance Certificates.**

**4C(1). Officer’s Certificates.** Each Credit Party shall have delivered to each Purchaser an Officer’s Certificate, dated the Closing Date, certifying, among other things, that the conditions specified in paragraphs 4A and 4B have been fulfilled.

**4C(2). Secretary’s Certificates.** Each Credit Party shall have delivered to each Purchaser a certificate of its Secretary or a Responsible Officer of such Credit Party reasonably acceptable to the Purchasers, dated the Closing Date, certifying as to (i) such Credit Party’s organizational documents attached thereto, (ii) the resolutions attached thereto relating to the authorization, execution, delivery and performance by such Credit Party of the Transaction Documents to which it is a party, and (iii) specimen signatures of the persons authorized to execute such Transaction Documents on such Credit Party’s behalf.

**4D. Opinions of Counsel.** Each Purchaser shall have received opinions, dated the Closing Date (a) (i) from Sidley Austin LLP, as special counsel for Pulitzer and its Subsidiaries, and (ii) from Lane & Waterman LLP, general counsel for Pulitzer and its Subsidiaries, each covering such matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request (and Pulitzer hereby instructs its counsel to deliver such opinions to the Purchasers) and (b) (i) Brownstein Hyatt Farber Schreck, LLP, special Nevada counsel for Santa Maria Times, Inc., (ii) Davis Wright Tremaine LLP, special Washington counsel for Flagstaff Publishing Co., Hanford Sentinel Inc. and Napa Valley Publishing Co., and special Oregon counsel to Southwestern Oregon Publishing Co., (iii) Sidley Austin LLP, special California counsel to Ynez Corporation, and (iv) Snell & Wilmer, special Arizona counsel for Star Publishing, each covering such matters incident to the transactions contemplated hereby as such Purchaser or its counsel may reasonably request.

**4E. Transactions Permitted by Applicable Laws.** On the Closing Date, the issuance of the Notes and the consummation of the other transactions contemplated hereby shall not (a) violate any applicable law or governmental regulation (including, without limitation, the Securities Act or Regulation T, U or X of the Board of Governors of the Federal Reserve System) and (b) subject any Purchaser to any tax, penalty or liability or other onerous condition under or pursuant to any applicable law or governmental regulation. If requested by any Purchaser, such Purchaser shall have received an Officer's Certificate from the Obligor certifying as to such matters of fact as such Purchaser may reasonably specify to enable such Purchaser to determine compliance with this condition.

**4F. Consents and Approvals.** All necessary corporate, governmental and third party approvals and consents in connection with the transactions contemplated by this Agreement and the Transaction Documents shall have been obtained.

**4G. Notes.** Each Purchaser shall have received an original Note or Notes executed by the Obligor in favor of such Purchaser (as more particularly set forth in Schedule A).

**4H. [Reserved].**

**4I. Subsidiary Guaranty.** Each Purchaser shall have received a fully executed copy of the Subsidiary Guaranty Agreement, substantially in the form of Exhibit C hereto dated as of the Closing Date, made by each Subsidiary Guarantor in favor of the holders from time to time of the Notes (as amended, restated, supplemented or otherwise modified from time to time, the "**Subsidiary Guaranty Agreement**").

**4J. Credit Agreement.** Each Purchaser shall have received a fully executed copy, certified by a Responsible Officer of each of the Obligor as true and complete, of the Credit Agreement, by and among Lee, various lenders from time to time party thereto and Deutsche Bank Trust Company Americas, as administrative agent and collateral agent, dated as of the January 30, 2012 (the "**Original Credit Agreement**"), together with an amendment thereto in form and substance reasonably satisfactory to the Purchasers (the "**Credit Agreement Amendment**", and the Original Credit Agreement, as amended by the Credit Agreement Amendment, and as further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the "**Credit Agreement**"). Each Purchaser shall have received evidence reasonably satisfactory to it that the conditions precedent to the effectiveness of the Credit Agreement have been satisfied and/or waived and that the Credit Agreement is in full force and effect.

**4K. Second Lien Loan Agreement and Other Second Lien Debt Documents.** Each Purchaser shall have received (i) a fully executed copy of the Second Lien Loan Agreement, by and among Lee, Wilmington Trust, National Association, as administrative agent, and the lenders from time to time party thereto, dated as of January 30, 2012 (the "**Original Second Lien Loan Agreement**"), together with an amendment thereto in form and substance reasonably satisfactory to the Purchasers (the "**Second Lien Loan Agreement Amendment**", and the Original Second Lien Loan Agreement, as amended by the Second Lien Loan Agreement Amendment, and as further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof, the "**Second Lien Loan Agreement**") and

(ii) fully executed copies of all other Second Lien Debt Documents. Each Purchaser shall have received evidence reasonably satisfactory to it that the conditions precedent to the effectiveness of the Second Lien Loan Agreement have been satisfied and/or waived and that the Second Lien Loan Agreement is in full force and effect.

**4L. Intercreditor Agreement.** Each Purchaser shall have received a fully executed copy of the Intercreditor Agreement, dated as of January 30, 2012 (the “**Original Intercreditor Agreement**”), and the amendment thereto in form and substance reasonably satisfactory to the Purchasers (the “**Intercreditor Agreement Amendment**,” and the Original Intercreditor Agreement, together with the Intercreditor Agreement Amendment, and as the same may be further amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “**Intercreditor Agreement**”), by and among the Purchasers, the Collateral Agent, Wilmington Trust, National Association, as administrative agent for the lenders under the Second Lien Loan Agreement, and the Credit Parties.

**4M. Collateral Documents.** Subject to paragraph 6M, each Purchaser shall have received fully executed copies of each of the following Collateral Documents, each dated as of the Closing Date:

**4M(1). Pledge Agreement.** A Pledge Agreement substantially in the form of Exhibit D attached hereto, duly executed by Pulitzer and certain Subsidiaries of Pulitzer in favor of the Collateral Agent for the benefit of the holders from time to time of the Notes (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge Agreement**”);

**4M(2). Security Agreement.** A Security Agreement substantially in the form of Exhibit E attached hereto, duly executed by the Obligors and each of the other Subsidiaries of Pulitzer in favor of the Collateral Agent for the benefit of the holders from time to time of the Notes (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”);

**4M(3). Deeds of Trust.** (i) A Deed of Trust substantially in the form set forth as Exhibit F attached hereto (with such changes thereto as may be necessary under applicable state law), duly executed by STL Post-Dispatch in favor of the Collateral Agent for the benefit of the holders from time to time of the Notes with respect to the property located at 11790 Dunlap Industrial Boulevard f/k/a 11790 Dunlap Industrial Boulevard, including 11631 Fairgrove Industrial Boulevard, 11675 Fairgrove Industrial Boulevard and 11695 Fairgrove Industrial Boulevard, Maryland Heights, St. Louis County, Missouri, and (ii) a Deed of Trust substantially in the form set forth as Exhibit F attached hereto, duly executed by STL Post-Dispatch and STL Distribution Services LLC in favor of the Collateral Agent for the benefit of the holders from time to time of the Notes with respect to the property located at 900 N. Tucker Boulevard, St. Louis, Missouri (as such Deeds of Trust may be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Deeds of Trust**”);

**4M(4). Trademark Security Agreements.** Trademark Security Agreements substantially in the form of Exhibit G attached hereto, duly executed by any Credit Party holding one or more trademarks (as the same may be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Trademark Security Agreements**”);

**4M(5). Copyright Security Agreements.** Copyright Security Agreements substantially in the form of Exhibit H attached hereto, duly executed by any Credit Party holding one or more copyrights (as the same may be amended, restated, supplemented or otherwise modified from time to time, collectively, the “**Copyright Security Agreements**”);

**4M(6). Account Control Agreement.** A deposit account control agreement in form and substance reasonably satisfactory to the Purchasers, duly executed by Pulitzer, with respect to the operating deposit account of Pulitzer maintained at U.S. Bank National Association (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Account Control Agreement**”);

**4M(7). Collateral Agency Agreement.** An Amended and Restated Collateral Agency Agreement in form and substance reasonably satisfactory to the Purchasers, duly executed by the Collateral Agent and the other Purchasers, together with evidence reasonably satisfactory to such Purchasers that all fees thereunder required to be paid to the Collateral Agent on the Closing Date have been paid; and

**4M(8). Other Documents.** Such other documents, instruments and agreements as any of the Purchasers may reasonably request (a) to grant to the Collateral Agent first priority perfected Liens on the Collateral (except, with respect to perfection and priority, to the extent of exceptions provided for under the Transaction Documents) and (b) to provide for the consent of the holders of, or lenders pursuant to, the Specified Debt, or the amendments or modifications of the Specified Debt Agreements, in each case, to permit the authorization and issuance of the Notes or to prevent a conflict in the terms of the Transaction Documents with the terms of the Specified Debt Agreements.

**4N. Lien Searches/Evidence of First Priority Liens.** Each Purchaser shall have received from the Obligors such Lien searches as it has reasonably requested and evidence reasonably satisfactory to the Required Holders of the creation and perfection of valid, first priority Liens on the Collateral in favor of the Collateral Agent securing the Secured Obligations pursuant to the Collateral Documents, free and clear of all other Liens (other than Permitted Liens which, in the case of Permitted Liens described in paragraphs 7C(1)(ix) or, after giving effect to the Intercreditor Agreement, 7C(1)(xi), shall not have priority over the Liens in favor of the Collateral Agent).

**4O. Repayment of December 2015 Notes.** The December 2015 Notes shall have been paid in full with the proceeds of the Notes and all guarantees and security in support thereof discharged and released, and the Purchasers shall have received reasonably satisfactory evidence thereof.

**4P. Tax Sharing Agreement.** Each Purchaser shall have received (i) a copy of a tax sharing agreement among the Pulitzer Entities and Lee, dated as of January 30, 2012, in form and substance reasonably satisfactory to such Purchaser (the “**Tax Sharing Agreement**”) and (ii) reasonably satisfactory evidence that the Tax Sharing Agreement is in full force and effect.



**4Q. Payment of Fees and Expenses.** Without limiting the provisions of paragraph 12B, the Obligors shall have paid, on or before the Closing Date, all outstanding fees and expenses of Munger, Tolles & Olson LLP, the Purchasers' special counsel, to the extent reflected in a statement delivered to the Obligors at least one Business Day prior to the Closing Date.

**4R. Herald Redemption Agreement.** Each Purchaser shall have received (i) a copy of the Redemption Agreement and (ii) reasonably satisfactory evidence that the Redemption Agreement is in full force and effect.

**4S. Proceedings and Documents.** All corporate and other proceedings in connection with the transactions contemplated by this Agreement and all documents and instruments incident to such transactions shall be reasonably satisfactory to each Purchaser and its special counsel, and such Purchaser and its special counsel shall have received all such counterpart originals or certified or other copies of such documents as such Purchaser or such special counsel may reasonably request.

**PARAGRAPH 5 PREPAYMENTS.**

**5A. Mandatory Scheduled Prepayments.** On June 20, 2013 and on the 20th day of each June, September, December and March thereafter, the Obligors will prepay the Notes at par and without payment of any premium in accordance with the following schedule:

<u>Dates</u>	<u>Mandatory Scheduled Prepayment Amounts</u>
December 20th in each Fiscal Year of Pulitzer	\$800,000 minus the Reduction Amount for the Fiscal Year in which such date falls (but not, in any event, less than zero)
March 20th in each Fiscal Year of Pulitzer	\$2,400,000 minus the Reduction Amount for the Fiscal Year in which such date falls (but not, in any event, less than zero)
June 20th in each Fiscal Year of Pulitzer	\$4,400,000 minus the Reduction Amount for the Fiscal Year in which such date falls (but not, in any event, less than zero)
September 20th in each Fiscal Year of Pulitzer	\$6,400,000 minus the Reduction Amount for the Fiscal Year in which such date falls (but not, in any event, less than zero)

The Obligors shall pay the entire remaining outstanding principal amount of the Notes on April 3, 2017.

**5B. Excess Cash Flow Sweep.** On or prior to the 45th day after the last day of each Fiscal Quarter of Pulitzer (commencing with the Fiscal Quarter ending closest to March 31, 2013), the Obligors will prepay a principal amount of Notes (an "**Excess Cash Flow Sweep Prepayment**") equal to the greater of (a) zero and (b) an amount equal to (i) 75% of

Available Excess Cash Flow for such Fiscal Quarter (rounded down to the nearest \$10,000 increment), *plus* (ii) if, after giving *pro forma* effect to the reduction of Unrestricted Cash as a result of any prepayment required to be made with respect to such Fiscal Quarter pursuant to the foregoing clause (i), the aggregate amount of Unrestricted Cash held by Pulitzer and its Subsidiaries as at the last day of such Fiscal Quarter exceeds \$20,000,000, an amount equal to 100% of such excess amount (rounded down to the nearest \$10,000 increment). The Excess Cash Flow Sweep Prepayment shall be made at par and without payment of any premium. Simultaneously with each prepayment made pursuant to this paragraph 5B, the Obligors shall deliver to each holder of Notes the calculation, in reasonable detail, of the amount of the Excess Cash Flow Sweep Prepayment as of such prepayment date.

**5C. Optional Prepayments.**

(i) Notwithstanding anything herein to the contrary, the Notes shall be subject to prepayment, in whole at any time or from time to time in part (in a minimum principal amount of \$250,000 and integral multiples of \$100,000 above that amount) at the option of the Obligors, at 100% of the principal amount so prepaid, and except as provided in the following sentence, without payment of any premium. If a prepayment of the entire outstanding principal amount of all of the Notes pursuant to this paragraph 5(C)(i) is made from the proceeds of a refinancing of the Notes, the majority of which refinancing is provided by Persons other than holders of the Notes and their Affiliates at the time of such refinancing, such Notes shall be prepaid at 105% of the principal amount so prepaid.

(ii) The Obligors shall give the holder of each Note notice (which may be by facsimile or electronic mail in.pdf format) of any prepayment pursuant to paragraph 5C(i) not less than 3 Business Days prior to the prepayment date (which shall be a Business Day), specifying such prepayment date and the principal amount of the Notes, and of the Notes held by such holder, to be prepaid on such date and stating that such prepayment is to be made pursuant to paragraph 5C(i). Notice of prepayment having been given as aforesaid, the principal amount of the Notes specified in such notice (but, except as provided in paragraph 5(C)(i), without any premium) shall become due and payable on such prepayment date unless such notice of prepayment shall be rescinded by the Obligors on or before such prepayment date.

**5D. Asset Sale Prepayments.** Within 5 Business Days of each date on or after the Closing Date upon which Pulitzer or any of its Subsidiaries receives any Asset Sale Proceeds, the Obligors will prepay a principal amount of Notes (an “**Asset Sale Prepayment**”) in an amount equal to 100% of the Asset Sale Proceeds (rounded down to the nearest \$10,000 increment) received on such date in accordance with the requirements of paragraphs 5F and 5G. The Obligors agree that, on any Business Day on which Pulitzer or any of its Subsidiaries receives any Asset Sale Proceeds, it will cause such Asset Sale Proceeds to be deposited into the Asset Sale Proceeds Reserve Account, unless it makes the prepayment contemplated by the preceding sentence on such Business Day.

**5E. Prepayment Upon Change of Control.** Promptly and in any event within 5 Business Days after the occurrence of a Change of Control, the Obligors will give written notice thereof (a “**Change of Control Notice**”) to the holders of all outstanding Notes, which

Change of Control Notice shall (i) refer specifically to this paragraph 5E, (ii) describe the Change of Control in reasonable detail and specify the Change of Control Prepayment Date and the Response Date (as respectively defined below) in respect thereof and (iii) offer to prepay all outstanding Notes at the price specified below on the date therein specified (the “**Change of Control Prepayment Date**”), which shall be a Business Day not more than 15 days after the date of such Change of Control Notice. Each holder of a Note will notify the Obligors of such holder’s acceptance or rejection of such offer by giving written notice of such acceptance or rejection to the Obligors on or before the date specified in such Change of Control Notice (the “**Response Date**”), which specified date shall be a Business Day not less than 7 days nor more than 12 days after the date of such Change of Control Notice. The Obligors shall prepay on the Change of Control Prepayment Date all of the outstanding Notes held by the holders as to which such offer has been so accepted (it being understood that failure of any holder to accept such offer on or before the Response Date shall be deemed to constitute a rejection by such holder), at the principal amount of each such Note, together with interest accrued thereon to the Change of Control Prepayment Date and without payment of any premium. If any holder shall reject such offer on or before the Response Date, such holder shall be deemed to have waived its rights under this paragraph 5E to require prepayment of all Notes held by such holder in respect of such Change of Control but not in respect of any subsequent Change of Control. For purposes of this paragraph 5E, any holder of a Note may act separately with respect to portions of the principal amount of any Note so held (with the effect that a holder of a Note may accept such offer with respect to one or more Notes, or portions thereof, so held and reject such offer with respect to one or more other Notes, or portions thereof, so held).

**5F. Application of Certain Prepayments.** Any prepayment of the Notes pursuant to any provision hereof (other than paragraph 5E hereof) shall be applied to reduce the minimum cumulative principal prepayments required by paragraph 5A in the order of maturity of such prepayments under paragraph 5A, provided that, for the avoidance of doubt, the foregoing portion of this sentence shall not apply to any prepayment that is made pursuant to paragraph 5A or that is part of the Reduction Amount to the extent applied to reduce such minimum cumulative principal prepayments. Any prepayment of the Notes pursuant to paragraph 5E shall be applied ratably to reduce the minimum cumulative principal prepayments required by paragraph 5A (including, without limitation, the payment due on the maturity date of the Notes).

**5G. Partial Payments Pro Rata.** Upon any partial prepayment of the Notes pursuant to any provision hereof (other than paragraph 5E), the principal amount so prepaid shall be allocated to all Notes at the time outstanding in proportion to the respective outstanding principal amounts thereof.

**5H. Retirement of Notes.** The Obligors shall not, and shall not permit any of their respective Subsidiaries or Affiliates to, prepay or otherwise retire in whole or in part prior to their stated final maturity (other than by prepayment pursuant to this paragraph 5 or upon acceleration of such final maturity pursuant to paragraph 8A), or purchase or otherwise acquire, directly or indirectly, Notes held by any holder.

**5I. Use of Debt to Make Prepayment.** No prepayment of less than the entire outstanding principal amount of the Notes will be made with the proceeds of any Debt incurred

by the Obligors or any of their respective Subsidiaries, except unsecured Debt subordinated to payment of the Notes on terms and conditions satisfactory to the Required Holders.

**5J. Prepayment of Interest upon Payment in Full of Notes.** Any payment or prepayment of any Notes pursuant to paragraph 5(C), or any other payment or prepayment of any Notes pursuant to this paragraph 5 which results in the payment or prepayment of the entire outstanding principal amount of such Notes, shall be made together with all accrued and unpaid interest thereon as of the date of such payment or prepayment. No interest shall otherwise be paid together with any such payment or prepayment unless such payment or prepayment is made on a date when interest is scheduled to be paid. For the avoidance of doubt, all accrued and unpaid interest on any payment or prepayment of Notes that is not paid together with such payment or prepayment shall be paid on the next interest payment date following the date of such payment or prepayment.

#### **PARAGRAPH 6 AFFIRMATIVE COVENANTS.**

So long as any Note shall remain unpaid, each of the Obligors covenants as follows:

**6A. Financial Statements.** Pulitzer will deliver to each holder of a Note in duplicate or in electronic format:

(i) as soon as practicable and in any event within 45 days after the end of each quarterly period (other than the last quarterly period) of Lee in each fiscal year, a consolidating and consolidated statement of income and a consolidated statement of cash flows of Pulitzer and its Subsidiaries (including STL Post-Dispatch) for such quarterly period and for the period from the beginning of the current fiscal year to the end of such quarterly period, and a consolidating and consolidated balance sheet of Pulitzer and its Subsidiaries (including STL Post-Dispatch) as at the end of such quarterly period, setting forth in each case in comparative form figures for the corresponding period in the preceding fiscal year (if applicable, in the case of STL Post-Dispatch and its Subsidiaries), all in reasonable detail and certified by an authorized financial officer of Lee, subject to changes resulting from year-end adjustments;

(ii) as soon as practicable and in any event within 90 days after the end of each fiscal year of Lee, a consolidating and consolidated statement of income and a consolidating and consolidated balance sheet of Pulitzer and its Subsidiaries (including STL Post-Dispatch) as at the end of such year and consolidated statements of cash flows and stockholders' equity of Pulitzer and its Subsidiaries (including STL Post-Dispatch) for such year, setting forth in each case in comparative form corresponding consolidated figures from the preceding annual audit, all in reasonable detail and satisfactory in scope to the Required Holder(s) and, as to the consolidated statements, audited by independent public accountants of recognized standing selected by Pulitzer whose opinion shall be in scope and substance satisfactory to the Required Holder(s) and shall not in any event include any scope limitation or any going concern or other material qualification (except that such opinion for Pulitzer's fiscal year ending in September 2015 and/or September 2016 may include a going concern limitation related to the refinancing of the Notes and/or the Debt outstanding under the Credit Agreement or the Second Lien Loan Agreement) and, as to the consolidating statements, certified by an authorized financial officer of Lee;

(iii) promptly upon transmission thereof, copies of all such financial statements, proxy statements, notices and reports as Lee shall send to its stockholders and copies of all registration statements (without exhibits) and all reports (other than reports or portions as to which Lee shall have received confidential treatment) which Lee or any Subsidiary (including any Obligor) files with the Securities and Exchange Commission (or any governmental body or agency succeeding to the functions of the Securities and Exchange Commission);

(iv) promptly upon receipt thereof, a copy of each other report submitted to Pulitzer or any of its Subsidiaries (including STL Post-Dispatch) by independent accountants in connection with any annual, interim or special audit made by them of the books of Pulitzer or any of its Subsidiaries (including STL Post-Dispatch);

(v) within 30 days after the end of each fiscal month of Lee, the consolidated balance sheet of Lee and its Subsidiaries as at the end of such fiscal month and the related consolidated statements of income and, to the extent prepared, statements of cash flows for such fiscal month and for the elapsed portion of the fiscal year ended with the last day of such fiscal month, in each case setting forth comparative figures for the corresponding fiscal month in the prior fiscal year;

(vi) to the extent prepared by STL Post-Dispatch or Pulitzer, within 30 days after the end of each fiscal month of Pulitzer, consolidated and consolidating balance sheets of Pulitzer and its Subsidiaries as at the end of such fiscal month and the related consolidated and consolidating statements of income and cash flows for such fiscal month and for the elapsed portion of the Fiscal Year ended with the last day of such fiscal month, in each case setting forth comparative figures for the corresponding fiscal month in the prior Fiscal Year;

(vii) no later than the first Business Day of every other week (beginning on the first Monday after the Closing Date on which such a forecast would have been delivered to the holders of the December 2015 Notes), a forecast for the succeeding 13-week period of the projected consolidated cash flows of (x) Lee and its Subsidiaries, and (y) Pulitzer and its Subsidiaries, each taken as a whole (such forecast to contain the same level of detail used in such forecasts delivered to the holders of the December 2015 Notes), together with a variance report of actual cash flow for the immediately preceding period for which a forecast was delivered against the then current forecast for such preceding period;

(viii) promptly, and in any event within 45 days following the end of each fiscal quarter in each fiscal year of Lee, a written report of a Responsible Officer of Pulitzer, in form and scope reasonably satisfactory to the Required Holders (such satisfaction to be presumed in the absence of an objection delivered to the Obligors within 30 days after the receipt of such report), setting forth a summary in reasonable detail of all Restricted Intercompany Charges, including cash and non-cash activities, organized by category of

intercompany activity, by and among (x) Lee and its Subsidiaries (other than the Pulitzer Entities), on the one hand, and the Pulitzer Entities, on the other hand, and (y) the Pulitzer Entities and Star Publishing, and a reconciliation of intercompany balances with respect to each of (x) and (y);

(ix) if requested by a holder of a Note, promptly, and in any event within 90 days following the end of each Fiscal Year (or following such shorter intervals as the same may be prepared), an update, in a directly comparable format, of the financial model of Pulitzer and its Subsidiaries dated December 2012, setting forth the projected financial performance of Pulitzer and its Subsidiaries for the current Fiscal Year (prepared on a quarter-by-quarter basis) and for each of the next three (3) Fiscal Years (prepared on an annual basis);

(x) promptly, and in any event within 45 days following the end of each Fiscal Year (or following such shorter intervals as the same may be prepared), a pension valuation/status report, in form and scope reasonably satisfactory to the Required Holders (such satisfaction to be presumed in the absence of an objection delivered to the Obligors within 30 days after the receipt of such update), setting forth in reasonable detail the extent to which the pension obligations of Pulitzer and its Subsidiaries are funded, together with revised projections of future cash payments in respect of such pension obligations;

(xi) promptly, and in any event within 30 days following the end of each fiscal month of Lee, a management report describing the financial performance and operations of Lee and its subsidiaries in a form consistent with, and containing the same level of detail as, reports made available to the holders of the December 2015 Notes; and

(xii) with reasonable promptness, such other information and documents as any holder may reasonably request.

Together with each delivery of financial statements required by clauses (i) and (ii) above, Pulitzer will deliver to each holder a Compliance Certificate, substantially in the form of Exhibit I attached hereto, executed on behalf of Pulitzer and demonstrating (with computations in reasonable detail) compliance by Pulitzer and its Subsidiaries with the provisions of paragraphs 7C(4), 7F and 7H of this Agreement and stating that there exists no Event of Default or Default, or, if any Event of Default or Default exists, specifying the nature and period of existence thereof and what action Pulitzer proposes to take with respect thereto. Together with each delivery of financial statements required by clause (ii) above, Pulitzer will use reasonable efforts to deliver or cause to be delivered to each holder a certificate of such accountants stating that, in making the audit necessary for their report on such financial statements, they have obtained no knowledge of any Event of Default or Default or, if they have obtained knowledge of any Event of Default or Default, specifying the nature and period of existence thereof. Such accountants, however, shall not be liable to anyone by reason of their failure to obtain knowledge of any Event of Default or Default which would not be disclosed in the course of an audit conducted in accordance with generally accepted auditing standards. Together with all financial statements of Pulitzer and its Subsidiaries required to be delivered pursuant to this paragraph 6A, Pulitzer will deliver or cause to be delivered a reconciliation reflecting the changes that would be

required to such financial statements had they been prepared in accordance with the GAAP and policies used to prepare the audited financial statements of Pulitzer for Pulitzer's fiscal year ended September 25, 2011. Each of the Obligor also covenants that immediately after any Responsible Officer of such Obligor obtains knowledge of an Event of Default or Default, it will deliver to each holder an Officer's Certificate specifying the nature and period of existence thereof and what action the Obligor have taken, are taking or propose to take with respect thereto. Each holder is hereby authorized to deliver a copy of any financial statement delivered to such holder pursuant to this paragraph 6A to any regulatory body having jurisdiction over such holder. Nothing herein shall require, or be deemed to require, any Obligor to deliver any audited financial statements, or a certificate of accountants related to any Event of Default or Default, for any Obligor.

**6B. Inspection of Properties.** The Obligor will permit any Person designated by any holder in writing, at such holder's expense if no Event of Default then exists and at the Obligor's expense if an Event of Default then exists, to visit and inspect any of the properties of Pulitzer and its Subsidiaries, to examine the limited liability company or corporate books and financial records of Pulitzer and its Subsidiaries and make copies thereof or extracts therefrom and to discuss the affairs, finances and accounts of any of such limited liability companies or corporations with the principal officers of either such Obligor and its independent public accountants, all at such reasonable times and as often as such holder may reasonably request; provided, however, that, so long as no Event of Default shall have occurred, (i) no holder of Notes shall exercise rights pursuant to this paragraph 6B without the written approval of the Required Holders (to be given or withheld in their sole discretion) and (ii) no more than two such inspections shall be conducted in any calendar year.

**6C. Covenant to Secure Notes Equally.** Each Obligor will, if it or any of its Subsidiaries shall create or assume any Lien upon any of its property or assets, whether now owned or hereafter acquired, other than Permitted Liens (unless prior written consent to the creation or assumption thereof shall have been obtained pursuant to paragraph 12C), make or cause to be made effective provision whereby the Notes will be secured by such Lien equally and ratably with any and all other Debt thereby secured, so long as any such other Debt shall be so secured; provided that the creation and maintenance of such equal and ratable Lien shall not in any way limit or modify the right of the holders of the Notes to enforce the provisions of paragraph 7C(1).

**6D. Compliance with Laws and Regulations.** Each Obligor will, and will cause each of its Subsidiaries to, be in material compliance with all laws, ordinances or governmental rules or regulations to which each of them is subject (including, without limitation, the laws and regulations that are referred to in paragraph 9K, and those relating to equal employment opportunity and employee health and safety) which are now in effect or may be legally imposed in the future in any jurisdiction in which such Obligor or any of its Subsidiaries is doing business other than those laws and regulations which such Obligor or such Subsidiary is contesting in good faith by appropriate proceedings so long as (i) such Obligor or such Subsidiary continues to operate any affected business free of any requirement to escrow or sequester any material amount of such business' profits or revenues pending resolution of such proceedings and (ii) any non-compliance with such laws or regulations being contested could not individually or in the aggregate reasonably be expected to have a Material Adverse Effect.

**6E. Patents, Trade Marks and Trade Names.** Each Obligor will and will cause each of its Subsidiaries to continue to own, or hold and maintain in effect, all licenses, certificates, permits, franchises and other governmental authorizations necessary to the ownership of their respective properties or to the use of (i) all Material IP and (ii) all other copyrights, franchises, licenses, marketing rights, patents, service marks, trade marks, trade names, and rights in any of the foregoing, as in the aggregate are necessary for the conduct of its business in the manner in which such business is being conducted as of the date hereof except, in the case of this clause (ii), where failure to continue to own or hold such licenses could not reasonably be expected to have a Material Adverse Effect.

**6F. Information Required by Rule 144A.** The Obligors will, upon the request of the holder of any Note, provide such holder, and any qualified institutional buyer designated by such holder, such financial and other information as such holder may reasonably determine to be necessary in order to permit compliance with the information requirements of Rule 144A under the Securities Act in connection with the resale of Notes, except at such times as any Obligor is subject to the reporting requirements of section 13 or 15(d) of the Exchange Act. For the purpose of this paragraph 6F, the term “qualified institutional buyer” shall have the meaning specified in Rule 144A under the Securities Act.

**6G. Payment of Taxes and Other Claims.** Each Obligor will, and will cause each of its Subsidiaries to, file all income tax or similar tax returns required to be filed in any jurisdiction and to pay and discharge all taxes shown to be due and payable by such Obligor or any of its Subsidiaries on such returns and all other taxes, assessments, governmental charges, levies, trade accounts payable and claims for work, labor or materials (all the foregoing being referred to collectively as “Claims”) payable by any of them, to the extent such Claims have become due and payable and before they have become delinquent (including, without limitation, Claims for which sums have become due and payable that have or might become a Lien on properties or assets of such Obligor or any of its Subsidiaries); provided, that neither the Obligors nor any of their respective Subsidiaries need pay any Claim if (i) the amount, applicability or validity thereof is contested by such Obligor or such Subsidiary on a timely basis in good faith and in appropriate proceedings, such Obligor or such Subsidiary has established adequate reserves therefor in accordance with GAAP on its books, and the failure to make payment pending such contest could not reasonably be expected to result in a Material Adverse Effect or (ii) the nonpayment of all such Claims in the aggregate could not reasonably be expected to have a Material Adverse Effect.

**6H. ERISA Compliance.** Each Obligor will, and will cause each of its ERISA Affiliates controlled by such Obligor to, at all times:

(i) with respect to each Plan, make timely payments of contributions required to meet the minimum funding standard set forth in ERISA or the Code with respect thereto and, with respect to any Multiemployer Plan, make timely payment of contributions required to be paid thereto as provided by Section 515 of ERISA, and

(ii) comply with all other provisions of ERISA and the Code,



except for such failures to make contributions and failures to comply as could not reasonably be expected to have a Material Adverse Effect.

**6I. Insurance.** Each Obligor will, and will cause each of its Subsidiaries to, maintain, with financially sound and reputable insurers, (i) insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated and (ii) such other insurance coverages as may be required under the terms of the Collateral Documents.

**6J. Maintenance of Properties.** Each Obligor will, and will cause each of its Subsidiaries to, maintain and keep, or cause to be maintained and kept, their respective properties in good repair, working order and condition (other than ordinary wear and tear), so that the business carried on in connection therewith may be properly conducted at all times, provided that this paragraph shall not (i) prevent any Obligor or any of its Subsidiaries from discontinuing the operation and the maintenance of any of its properties if such discontinuance is desirable in the conduct of its business and such Obligor has concluded that such discontinuance could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect or (ii) be interpreted to require any Obligor to make Capital Expenditures in respect of maintenance in excess of the amounts permitted to be spent on Capital Expenditures under this Agreement.

**6K. Corporate Existence, Etc.** Subject to paragraph 7C(6), each of the Obligors will at all times preserve and keep its corporate existence in full force and effect. Subject to paragraphs 7C(4) and 7C(6), each of the Obligors will at all times preserve and keep in full force and effect the corporate existence of each of its Subsidiaries (unless merged into an Obligor or a wholly-owned Subsidiary of an Obligor) and all rights and franchises of such Obligor and its Subsidiaries unless, in the good faith judgment of such Obligor, the termination of or failure to preserve and keep in full force and effect such corporate existence, right or franchise could not, individually or in the aggregate, have a Material Adverse Effect.

**6L. Books and Records.** Each Obligor will, and will cause each of its Subsidiaries to, maintain proper books of record and account in conformity with GAAP and all applicable requirements of any Governmental Authority having legal or regulatory jurisdiction over such Obligor or such Subsidiary, as the case may be.

**6M. Delivery of Deeds of Trust.** To the extent that STL Post-Dispatch is unable to satisfy the condition set forth in paragraph 4M(3) hereto on or prior to the Closing Date, STL Post-Dispatch will deliver to the Purchasers the Deeds of Trust, as referenced in such paragraph, as soon as commercially reasonable but no later than 30 calendar days after the Closing Date or by such later date to which the Required Holders may agree.

**6N. Business.** Except as otherwise provided in Section 7C(3), each of Pulitzer, individually, and Pulitzer and its Subsidiaries, taken as a whole, will continue to engage in business in substantially the same fields of enterprise as conducted on the date hereof.

**60. Execution and Delivery of Subsidiary Guaranty Agreement and Other Collateral Documents.** Within ten (10) Business Days after any Credit Party's acquisition or formation of a Person that becomes a Subsidiary:

(i) Pulitzer will cause such Subsidiary to execute and deliver to each holder of Notes (a) the Subsidiary Guaranty Agreement, or a joinder thereto, (b) an appropriate joinder to the Security Agreement and (c) such other documents necessary to grant a first priority Lien in such Subsidiary's assets (other than, in the case of Star Publishing, the Excluded TNI Assets) in favor of the Collateral Agent for the benefit of the holders of the Notes;

(ii) Pulitzer (if such Subsidiary is a direct subsidiary of Pulitzer) will pledge or will cause the direct parent of such Subsidiary (if such Subsidiary is not a direct subsidiary of Pulitzer) to pledge the equity interests of such Subsidiary by executing a joinder to the Pledge Agreement or pursuant to a pledge agreement substantially similar in form to the Pledge Agreement; and

(iii) Pulitzer will deliver (or cause to be delivered) such certificates accompanying authorizing resolutions and corporate or similar constitutive documents and other agreements, instruments, opinions and other documents as the Required Holders may reasonably request, each of the foregoing to be in form and substance reasonably satisfactory to the Required Holders.

In addition to the foregoing, Pulitzer will, and will cause each Subsidiary to, within thirty (30) days after such Person shall have obtained title (whether in fee or, if requested by the Required Holders with respect to any leasehold interest of Pulitzer or any Subsidiary, a leasehold interest) to any real property with a Fair Market Value, individually, of more than \$3,000,000, take such action as shall be reasonably necessary to grant a first priority Lien in favor of the Collateral Agent to secure the Notes with such Person's interest in such real property and to obtain title insurance in an amount reasonably required by the Required Holders. Such Lien shall be documented and recorded to the reasonable satisfaction of the Required Holders.

**PARAGRAPH 7 NEGATIVE COVENANTS.**

So long as any Note shall remain unpaid, each of the Obligors covenants as follows:

**7A. Change of Business.** STL Post-Dispatch will not change, and will not permit any Material Subsidiary of STL Post-Dispatch to change, in any material respect the purpose of its business or operations from that of owning and operating the *St. Louis Post-Dispatch* and other businesses directly or indirectly related thereto.

**7B. Limitation on Distributions.** No Obligor nor any of their respective Subsidiaries will declare or make, or incur any liability to declare or make, any distributions or payments in respect of its Equity Interests, or purchases or redemption of, or other acquisitions for value of, its Equity Interests, in each case, except distributions or payments to Pulitzer, STL Post-Dispatch or any wholly-owned Subsidiary of Pulitzer.

**7C. Lien, Debt and Other Restrictions.** Each Obligor will not, and will not permit any of its Subsidiaries to:

**7C(1). Liens.** Directly or indirectly, create, assume or suffer to exist (upon the happening of a contingency or otherwise) any Lien on or with respect to any of its property or assets, whether now owned or hereafter acquired, or any income or profits therefrom, or assign or otherwise convey the right to receive income or profits (whether or not provision is made for the equal and ratable securing of the Notes in accordance with the provisions of paragraph 6C), except the following (“**Permitted Liens**”):

(i) mechanics’, workmen’s, repairmen’s, warehousemen’s, carriers’ or other like Liens arising or incurred in the ordinary course of business for amounts which are not delinquent or are being actively contested in good faith by appropriate proceedings;

(ii) with respect to real property, (a) easements, quasi-easements, licenses, covenants, rights-of-way and other similar restrictions, including any other agreements, conditions, restrictions or other matters which would be shown by a current title report or other similar report or listing, (b) any conditions that would be shown by a current survey or physical inspection and (c) zoning, building and other similar restrictions;

(iii) Liens for taxes or assessments or other governmental charges or levies not yet due or which are being actively contested in accordance with paragraph 6G;

(iv) Liens on property or assets of a Subsidiary to secure obligations of such Subsidiary to an Obligor or another Subsidiary;

(v) in respect of Debt permitted under clause (vi) of paragraph 7C(2), (a) Liens securing (or, in the case of Uniform Commercial Code financing statements, financing statements filed in connection with) Capitalized Lease Obligations of an Obligor or its Subsidiaries, (b) Liens securing other Debt of an Obligor or its Subsidiaries to finance the purchase price or cost of property acquired, constructed or improved by such Obligor or any such Subsidiary after the Closing Date (including, without limitation, pursuant to purchase price conditional sales contracts) or (c) Liens existing on any property of any Person at the time it becomes a Subsidiary, or existing prior to the time of acquisition upon any property acquired by an Obligor or any of its Subsidiaries through purchase, merger, or consolidation or otherwise, whether or not assumed by such Obligor or such Subsidiary, provided that any such Lien shall not encumber any other property of such Obligor or such Subsidiary;

(vi) Liens on property owned or leased by Pulitzer or a Subsidiary (other than STL Post-Dispatch) in favor of the United States of America or any state thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any state thereof, or any political subdivision thereof, or in favor of holders of securities issued by any such entity, pursuant to any contract or statute (including, without limitation, mortgages to secure pollution control industrial revenue bonds) to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such Liens, provided that any Debt secured thereby shall be permitted by paragraph 7G.

(vii) any Liens renewing, extending or refunding any Lien permitted by clause (v) and (vi) above, provided that the principal amount secured is not increased and the Lien is not extended to other property;

(viii) Liens consisting of financing statements filed under the Uniform Commercial Code of any jurisdiction solely for precautionary or notice purposes to protect a lessor's ownership interest in leased property with respect to equipment leases that are not Capitalized Lease Obligations;

(ix) other Liens which (a) were not incurred in connection with the borrowing of money or the obtaining of advances or credit, (b) do not in the aggregate materially impair the use of such property and assets in the operation of the business of any Obligor and its Subsidiaries, or materially detract from the value of such property or assets for the purpose of the business of any Obligor and its Subsidiaries, taken as a whole and (c) do not have priority over the Liens of the Collateral Agent;

(x) Liens in favor of the Collateral Agent to secure the Secured Obligations; and

(xi) Liens (other than Liens on the Excluded TNI Assets) securing Debt permitted by clause (iii) of paragraph 7C(2), provided that (i) such Liens are subject to the terms of the Intercreditor Agreement and (ii) the Intercreditor Agreement shall be in full force and effect and shall effectively subordinate such Liens to the Liens of the Collateral Agent.

**7C(2). Debt.** Create, incur, assume, guarantee or in any way become liable for any Debt except:

(i) Debt represented by the Transaction Documents;

(ii) Debt or indebtedness owing by any Credit Party to another Credit Party; provided that such Debt is unsecured;

(iii) any guarantee by the Credit Parties of Debt of Lee under and in respect of the Second Lien Loan Agreement (or any Permitted Refinancing Debt in respect of the Second Lien Loan Agreement), so long as (a) the Intercreditor Agreement is in full force and effect, and (ii) the aggregate principal amount of the Debt that is guaranteed by any Credit Party in respect of the Second Lien Loan Agreement (or any Permitted Refinancing Debt in respect thereof) shall not exceed \$175,000,000;

(iv) Debt or indebtedness of any Obligor or any of its Subsidiaries permitted under paragraphs 7C(3)(xiv), 7C(3)(xv), 7C(3)(xxiii), and 7G; provided, that each threshold contained in paragraph 7G shall be read as a concurrent limitation upon Priority Debt permitted thereby to any applicable threshold contained in this Section 7C(2), and not in any way additive to any threshold contained in this Section 7C(2);

(v) Debt of the Obligor and their Subsidiaries consisting of trade payables incurred in the ordinary course of business;

(vi) (a) Debt of the Obligor and their Subsidiaries constituting Capitalized Lease Obligations, (b) other Debt of any Obligor or its Subsidiaries to finance the purchase price or cost of property acquired, constructed or improved by such Obligor or such Subsidiary after the Closing Date, or (c) Debt secured by Liens existing on any property of any Person at the time it becomes a Subsidiary, or existing prior to the time of acquisition upon any property acquired by an Obligor or any of their respective Subsidiaries through purchase, merger, or consolidation or otherwise, and assumed by such Obligor or such Subsidiary, in each case to the extent such Liens are permitted under clause (v) of paragraph 7C(1), provided that the aggregate principal amount of all such Debt described in subclauses (a), (b) and (c) of this clause (vi) at any time outstanding shall not exceed \$5,000,000;

(vii) Debt or indebtedness secured by Liens permitted under clauses (iv) and (vii) of paragraph 7C(1) (provided, in the case of Liens permitted under clause (vii) of paragraph 7C(1) that renew, extend or refund any Lien permitted under clause (v) of paragraph 7C(1), that such Liens shall be permitted only to the extent permitted by the proviso to clause (vii) of paragraph 7C(1) and to the extent the Debt or indebtedness secured thereby is permitted under clause (vii) of this paragraph 7C(2));

(viii) unsecured Debt in respect of the reimbursement obligations of letters of credit issued or in respect of worker's compensation arrangements not to exceed \$5,000,000 outstanding at any time; and

(ix) unsecured Debt (other than the Debt permitted by clause (iii) of paragraph 7C(2) hereof) which is subordinated to the Secured Obligations on terms and conditions satisfactory to the Required Holders.

**7C(3). Loans, Advances and Investments.** Make, or permit to remain outstanding, any loan or advance to, or own, purchase or acquire any stock, obligations or securities of, or any interest in, or make any capital contribution to, any Person, except that any Obligor or any of their respective Subsidiaries may:

(i) [reserved];

(ii) make or permit to remain outstanding any loans, advances or capital contributions from any Credit Party to another Credit Party;

(iii) own, purchase or acquire stock, obligations or securities of or other Equity Interests in a Subsidiary or a Person which immediately after such purchase or acquisition will be a Subsidiary;

(iv) make and permit to remain outstanding investments in notes receivable or other consideration to the extent permitted by paragraph 7C(4) but only to the extent that the aggregate uncollected amount of all such notes receivable and other consideration, together with all such notes receivable and other consideration of Pulitzer and its Subsidiaries, is for outstanding loans, advances and other investments existing on the Closing Date (as set forth on Schedule 7C(3), hereto) in any business principally engaged in publishing (print or electronic) or related media activity;

(v) accept and permit to remain outstanding notes, evidences of indebtedness and other investments received in settlement of debts (created in the ordinary course of business and not for monies loaned) owing to any Obligor or any of their respective Subsidiaries;

(vi) own, purchase or acquire commercial paper issued by any corporation or bankers' acceptances issued by any member bank of the Federal Reserve System, in either case, maturing within one year of the date of purchase and rated, by at least two of S&P, Moody's and Fitch Investors Service, Inc., "A-1", "P-1" and "F-1", respectively, and payable in the United States in United States dollars;

(vii) own, purchase or acquire time deposits or certificates of deposit in any member bank of the Federal Reserve System having, or which is the principal banking subsidiary of a bank holding company having, a long-term unsecured debt rating of at least "A" or the equivalent thereof from S&P or "A2" or the equivalent thereof from Moody's, all due within one year from the date of original issue thereof and payable in the United States in United States dollars;

(viii) own, purchase or acquire repurchase agreements of any member bank of the Federal Reserve System having, or which is the principal banking subsidiary of a bank holding company having, a long-term unsecured debt rating of at least "A" or the equivalent thereof from S&P or "A2" or the equivalent thereof from Moody's, for terms of less than one year in respect of commercial paper and certificates of deposit referred to in the foregoing clauses (vi) and (vii) and obligations referred to in clauses (ix) and (x) below;

(ix) own, purchase or acquire obligations of (a) the United States government or any agency or instrumentality thereof and (b) marketable direct obligations issued by any state of the United States or any political subdivision of any such state or any public instrumentality thereof maturing within twelve months from the date of acquisition thereof and, at the time of acquisition, having one of the two highest ratings obtainable from either S&P or Moody's;

(x) own, purchase or acquire obligations guaranteed or insured by the United States government or any agency or instrumentality thereof;

(xi) own, purchase or acquire investments in stocks of investment companies registered under the Investment Company Act of 1940 which invest primarily in obligations of the type described in clauses (vi), (vii), (viii), (ix) or (x) above, provided that any such investment company shall have an aggregate net asset value of not less than \$500,000,000;

(xii) own, purchase or acquire investments in money market funds that are classified as current assets in accordance with GAAP, and that are rated “AAAm” or the equivalent by S&P, Moody’s or Fitch Investors Service, Inc., which funds are managed by either (a) Persons having capital and surplus, or net worth, in excess of \$500,000,000 or (b) any Person that is a direct or indirect subsidiary of a Person described in the foregoing clause (a);

(xiii) own, purchase or acquire (a) asset-backed securities, mortgage-backed securities and collateralized mortgage obligations issued by any entity and rated at least Aa3 by Moody’s or AA- by S&P and (b) notes and bonds issued by any domestic corporate issuer and rated at least A3 by Moody’s or A- by S&P;

(xiv) endorse negotiable instruments for collection in the ordinary course of business;

(xv) make or permit to remain outstanding travel and other like advances to officers and employees in the ordinary course of business;

(xvi) make or permit to remain outstanding investments in demand deposit accounts maintained by an Obligor or any of its Subsidiaries in the ordinary course of its business, subject to the Lien of the Collateral Agent to secure the Secured Obligations to the extent contemplated in the Transaction Documents;

(xvii) make or permit to remain outstanding investments consisting of Eurodollar time deposits, maturing within three months after the making thereof, with any branch of a United States commercial bank having capital and surplus of not less than \$1 billion in the aggregate;

(xviii) make or permit to remain outstanding investments in municipal obligations having a rating of “Aaa” by Moody’s, or “AAA” by S&P;

(xix) own, purchase or acquire investments in commingled funds/portfolios that invest primarily in U.S. dollar denominated obligations, with a weighted average portfolio maturity of 120 days or less, and rated “AAA” or the equivalent, by at least two of S&P, Moody’s and Fitch Investors Service, Inc., which funds are managed by either (a) Persons having capital and surplus, or net worth, in excess of \$500,000,000 or (b) any Person that is a direct or indirect subsidiary of a Person described in the foregoing clause (a);

(xx) make or permit to be made payments in connection with the redemption by STL Post-Dispatch of the “phantom equity interests” held by Herald referred to in clause (iii) of the definition of “Change of Control” with common stock of Lee or cash contributed by Lee to STL Post-Dispatch for purposes of making such payment (it being understood that any such cash contributed by Lee shall reduce the Lee Payable by an amount equal to such cash contribution);

(xxi) permit to remain outstanding investments of Pulitzer and its Subsidiaries set forth on Schedule 7C(3);

(xxii) permit the Lee Payable to remain outstanding so long as it shall bear interest (on a pay-in-kind basis) at a rate per annum equal to LIBOR plus 0.75% (75 basis points);

(xxiii) make or permit to remain outstanding loans and advances permitted by paragraph 7C(7)(i); and

(xxiv) in the case of Pulitzer, own, purchase or acquire investments in the Associated Press Digital Rights Agency or any successor thereto or any Affiliate thereof for Fair Market Value (as determined in good faith by the Board of Directors of Pulitzer at the time of such purchase or acquisition) in an aggregate amount not to exceed \$750,000 at any time outstanding; provided that (a) Pulitzer shall be entitled to receive its ratable share (based on the aggregate amount of investments made by Lee and each of its Subsidiaries (other than Pulitzer), on the one hand, and Pulitzer, on the other hand) of any Equity Interests of such Person issued in consideration for, or on account of, the aggregate investments made in such Person by Lee and its Subsidiaries, (b) any such Equity Interests received by Pulitzer shall be pledged in favor of the Collateral Agent to secure the Secured Obligations in accordance with the Collateral Documents, and (c) Pulitzer shall, and shall cause its Subsidiaries to, vote or otherwise give their consent in respect of all such Equity Interests of such Person beneficially owned by Pulitzer or its Subsidiaries for the election to the board of directors (or other similar governing body) of such Person of Mary Junck or her designee (or any person acceptable to the Required Holders), provided further that the foregoing proviso shall not apply to the issuance of fractional Equity Interests to the extent that the issuance thereof is prohibited by the organization documents of Associated Press Digital Rights Agency as in effect on the date hereof;

provided that, notwithstanding the foregoing, Pulitzer will not permit Star Publishing to make, or permit to remain outstanding, any loan or advance to, or own, purchase or acquire any stock, obligations or securities of, all or substantially all of the assets of, or any interest in, or make any capital contribution to, any Person or purchase or acquire the assets comprising any line of business or business unit or division thereof, except to the extent required under the terms of the TNI Agreement.

**7C(4). Asset Sales.** Engage in any Asset Sale (i) if the aggregate amount of Asset Sale Proceeds in respect of any one transaction or series of related transactions would be equal to or less than \$1,000,000 unless at least 75% of such Asset Sale Proceeds consist of cash or (ii) if the aggregate amount of Asset Sale Proceeds in respect of any one transaction or series of related transactions would be more than \$1,000,000 unless such Asset Sale Proceeds consist only of cash and the Required Holders have given their prior written consent thereto; provided, however, that notwithstanding the foregoing, no Asset Sale shall involve the sale of any Equity Interests in Star Publishing or the Equity Interests of TNI Partners held by Star Publishing.

**7C(5). Sale and Lease-Back.** Enter into any arrangement with any lender or investor or under which such lender or investor is a party, providing for the leasing or other similar arrangement by any Obligor or any of its Subsidiaries of real or personal property used by such Obligor or any of its Subsidiaries in the operations of such Obligor or any of its Subsidiaries,



which has been or is sold or transferred by such Obligor or any of its Subsidiaries to such lender or investor or to any Person to whom funds have been or are to be advanced by such lender or investor on the security of such rental obligations of such Obligor or such Subsidiary, except that Pulitzer or any of its Subsidiaries (other than STL Post-Dispatch and its Subsidiaries) may enter into sale and lease-back transactions involving newspaper equipment or facilities acquired after the Effective Date if (i) such arrangement shall be for a period of less than three years by the end of which the use of such property by the lessee will be discontinued, (ii) Pulitzer or such Subsidiary complies with Section 7C(4) with respect to such transaction and (iii) the property immediately prior to such sale could have been subjected to a Lien securing Debt in an amount equal to such net proceeds and which Lien would be permitted by clause (v) of Section 7C(1).

**7C(6). Merger.** Merge or consolidate with any other Person, except that (i) any Obligor may merge or consolidate with any other Obligor (provided that either such Obligor shall be the continuing or surviving Person) and (ii) any Subsidiary may merge or consolidate with any Obligor (provided that such Obligor shall be the continuing or surviving Person) or any one or more other wholly-owned Subsidiaries of any Obligor; provided that nothing in this paragraph 7C(6) shall restrict the ability of any Subsidiary which is not a Material Subsidiary to merge or consolidate with any Person (so long as in connection with any such merger with a Person which is not an Obligor or another Subsidiary of an Obligor, an Obligor or a Subsidiary of an Obligor shall have received only cash consideration for such merger).

**7C(7). Transactions With Affiliates.**

(i) Subject to clause (ii) of this paragraph 7C(7), directly or indirectly enter into or be a party to any transaction or arrangement, including, without limitation, the purchase, sale, exchange or use of any property or asset, or any interest therein, whether real, personal or mixed, or tangible or intangible, or the rendering of any service, with any Affiliate of any Obligor, except (a) for any such transaction by and among the Credit Parties only, (b) for the transaction contemplated by clause (xx) of paragraph 7C(3), (c) for transactions involving the allocation of costs and expenses among Pulitzer and its Subsidiaries (including STL Post-Dispatch and its Subsidiaries) in respect of insurance, technical support, compensation and benefits, overhead allocation and other similar administrative costs and expenses, (d) for any Unrestricted Intercompany Transaction and (e) Pulitzer may make Restricted Intercompany Charges if either (1) (x) such Restricted Intercompany Charges are consistent in nature and manner of computation with the types of Restricted Intercompany Charges incurred during the period from March 30, 2009 through and including September 25, 2011 and (y) any such Restricted Intercompany Charges which are to be paid in cash do not exceed an aggregate amount of \$5,500,000 in any fiscal year of Pulitzer, or (2) such Restricted Intercompany Charges arise from reasonably expected and identifiable cost-saving measures relating to goods and services provided to Pulitzer and its Subsidiaries which are implemented after January 30, 2012 as set forth in an Officer's Certificate delivered to the holders of the Notes by the chief financial officer of Pulitzer, so long as (A) with respect to any goods and services proposed to be provided by any Lee Company as part of the implementation of any such cost-savings measures, the Restricted Intercompany Charges to be charged by any Lee Company to provide such goods and services to Pulitzer during the four successive fiscal quarters following such implementation (and for each successive period of four

consecutive fiscal quarters ending thereafter) are reasonably expected to be no greater than the cost for the same goods and services previously paid in cash by Pulitzer for the period of four consecutive fiscal quarters of Pulitzer then most recently ended immediately prior to the implementation of such cost-saving measures, and (B) the aggregate amount paid in cash by Pulitzer in respect of such Restricted Intercompany Charges as set forth in this clause (2) does not exceed \$2,000,000 in any fiscal year of Pulitzer.

(ii) All payments in respect of Restricted Intercompany Charges or Unrestricted Intercompany Transactions pursuant to paragraph 7C(7)(i) above shall meet the following requirements: (a) any such transaction is in the ordinary course of, and pursuant to the reasonable requirements of, Pulitzer's and each Subsidiary's business, as the case may be, (b) any such transaction is upon fair and reasonable terms that are no less favorable to Pulitzer and/or any of its Subsidiaries, as the case may be, than those which might be obtained in an arm's length transaction with a Person who is not an Affiliate and (c) any payment required to be made in cash is made by Pulitzer not more than 3 days prior to delivery of such goods, the rendering of such services or the making of such payments by any Lee Company to a third party.

**7C(8). Issuance or Sale of Stock of Subsidiaries.** Issue, sell or otherwise dispose of, or part with control of, any shares of stock of or other Equity Interests in any Material Subsidiary, except to an Obligor or another wholly-owned Subsidiary of an Obligor.

**7C(9). Sale or Discount of Receivables.** Sell with recourse, discount (other than to the extent of finance and interest charges included therein) or otherwise sell for less than face value thereof, any of its notes or accounts receivable, except notes or accounts receivable of any Obligor or its Subsidiaries the collection of which is doubtful in accordance with GAAP.

**7D. Limitation on Certain Restrictive Agreements.** No Obligor will nor will it permit any of its Subsidiaries to enter into or suffer to exist any contractual obligation, other than this Agreement, which in any way restricts the ability of such Obligor or any of its Subsidiaries to (a) create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, (b) make any payments in respect of the Notes required under this Agreement, (c) make any dividends or Distributions or (d) transfer any of its property or assets to such Obligor or a Subsidiary of such Obligor except for any such restrictions set forth in the Credit Agreement and the Second Lien Loan Agreement, as in effect on the date hereof, or in any documents, instruments or agreements evidencing any Permitted Refinancing Debt thereof on the date of the incurrence or issuance thereof.

**7E. Terrorism Sanctions Regulations.** No Obligor will nor will it permit any Controlled Entity to (a) become a Blocked Person or (b) have any investments in or engage in any dealings or transactions with any Blocked Person if such investments, dealings or transactions would cause any holder of a Note to be in violation of any laws or regulations that are applicable to such holder.

## 7F. Financial Covenants.

(i) Minimum Consolidated EBITDA. With respect to any fiscal quarter ending prior to the Replacement Covenant Notice Date, Pulitzer will not permit Consolidated EBITDA for the period of four (4) consecutive fiscal quarters ended as of the last day of each fiscal quarter set forth below, to be less than the amount set forth below opposite such date:

<u>Fiscal Quarter Ending in</u>	<u>Consolidated EBITDA</u>
June, 2013	\$25,200,000
September, 2013	\$25,100,000
December, 2013	\$24,800,000
March, 2014	\$24,700,000
June, 2014	\$24,600,000
September, 2014	\$24,500,000
December, 2014	\$24,200,000
March, 2015	\$24,200,000
June, 2015	\$24,000,000
September, 2015	\$23,900,000
December, 2015	\$23,900,000
March, 2016	\$23,900,000
June, 2016	\$23,900,000
September, 2016	\$23,900,000
December, 2016	\$23,900,000
March, 2017	\$23,900,000

(ii) Consolidated Debt to Consolidated EBITDA. With respect to any fiscal quarter ending after the Replacement Covenant Notice Date, Pulitzer will not permit the ratio of (a) Consolidated Debt as of the last day of such fiscal quarter to (b) Consolidated EBITDA for the four consecutive fiscal quarters ended as of such last day to be greater than 2.25 to 1.00.

**7G. Priority Debt.** Pulitzer will not at any time permit any Priority Debt to exist except (i) Debt (including, without limitation, Capitalized Lease Obligations) secured by Liens permitted by clause (v) or (vi) of Section 7C(1) provided that the aggregate principal amount of all such Debt shall not at any time exceed \$1,000,000, (ii) unsecured Debt in respect of the reimbursement obligations of letters of credit issued or in respect of worker's compensation arrangements not to exceed \$5,000,000 outstanding at any time, (iii) unsecured Debt subordinated to the Secured Obligations on terms and conditions satisfactory to the Required Holders, and (iv) Debt of the Credit Parties under any guarantee of the Debt under or in respect of the Second Lien Loan Agreement (or any Permitted Refinancing Debt in respect thereof), so long as (a) the Intercreditor Agreement is in full force and effect, and (b) the aggregate principal amount of the Debt which is guaranteed by any Credit Party in respect of the Second Lien Loan Agreement (or any Permitted Refinancing Debt in respect thereof) does not exceed \$175,000,000 at any time.

## 7H. Capital Expenditures.

(i) Pulitzer will not, and will not permit any of its Subsidiaries to, make Capital Expenditures in any of the following fiscal years of Pulitzer in an aggregate amount for all such Persons in excess of the amount set forth below opposite such fiscal year:

<u>Fiscal Year Ending</u>	<u>Aggregate Amount of Capital Expenditures</u>
2013	\$4,000,000
2014	\$4,000,000
2015	\$4,000,000
2016	\$4,000,000
2017	\$4,000,000

(ii) In the event that the amount of Capital Expenditures permitted to be made by Pulitzer and its Subsidiaries during any fiscal year of Pulitzer is greater than the amount of Capital Expenditures actually made by Pulitzer and its Subsidiaries during such fiscal year, 100% of such excess for such fiscal year may be carried forward and utilized to make Capital Expenditures in any succeeding fiscal year.

**7I. Restricted Payments.** Pulitzer will not, and will not permit any Subsidiary to, make any Restricted Payments at any time except for Restricted Payments made to another Subsidiary or Pulitzer. Pulitzer shall cause Star Publishing to pay to Pulitzer as a dividend (i) promptly and in any event within 5 Business Days of the receipt thereof, all cash and other Distributions it receives from TNI Partners or otherwise pursuant to the TNI Agreement or otherwise and (ii) within 5 Business Days after the end of each calendar month, all cash and Cash Equivalents it holds as of the end of such calendar month (other than cash to be paid pursuant to the foregoing clause (i)).

## PARAGRAPH 8 EVENTS OF DEFAULT.

**8A. Events of Default and Acceleration.** The following events shall each constitute an “Event of Default” hereunder (whether such occurrence shall be voluntary or involuntary or come about or be effected by operation of law or otherwise):

(i) an Obligor defaults in the payment of any principal of or premium payable with respect to any Note when the same shall become due, either by the terms thereof or otherwise as herein provided; or

(ii) an Obligor defaults in the payment of any interest on any Note or any other amounts due under the Transaction Documents for more than 5 Business Days after the date due; or

(iii) any representation or warranty made by an Obligor in any of the Transaction Documents or in any writing furnished in connection with or pursuant to any of the Transaction Documents shall be false in any material respect on the date as of which made; or

(iv) an Obligor fails to perform or observe any covenant or agreement contained in paragraph 7 (it being understood that no Event of Default shall exist or arise as a result of non-compliance with paragraph 7F(ii) hereof prior to the Replacement Covenant Notice Date and that no Event of Default shall exist or arise as a result of non-compliance with paragraph 7F(i) hereof on or after the Replacement Covenant Notice Date); or

(v) an Obligor fails to perform or observe any other agreement, term or condition contained herein (other than those referred to in clauses (i), (ii) or (iv)) and such failure shall not be remedied within 30 days after any Responsible Officer of any Obligor obtains actual knowledge thereof; or

(vi) Pulitzer or any wholly-owned Subsidiary (other than a wholly-owned Subsidiary of STL Post-Dispatch that is not a Material Subsidiary) makes an assignment for the benefit of creditors or is generally not able to pay its debts as such debts become due; or

(vii) any decree, judgment, or order for relief in respect of Pulitzer or any wholly-owned Subsidiary (other than a wholly-owned Subsidiary of STL Post-Dispatch that is not a Material Subsidiary) is entered under any bankruptcy, reorganization, compromise, arrangement, insolvency, readjustment of debt, dissolution or liquidation or similar law, whether now or hereafter in effect (herein called the "**Bankruptcy Law**"), of any jurisdiction; or

(viii) (a) Pulitzer or any wholly-owned Subsidiary (other than a wholly-owned Subsidiary of STL Post-Dispatch that is not a Material Subsidiary) petitions or applies to any tribunal for, or consents to, the appointment of, or taking possession by, a trustee, receiver, custodian, liquidator or similar official of Pulitzer or any such Subsidiary, or of any substantial part of the assets of Pulitzer or any such Subsidiary, or commences a voluntary case under the Bankruptcy Law of the United States or any proceedings (other than proceedings for the voluntary liquidation and dissolution of any such Subsidiary) relating to Pulitzer or any such Subsidiary under the Bankruptcy Law of any other jurisdiction or (b) Pulitzer or any wholly-owned Subsidiary (other than a wholly-owned Subsidiary of STL Post-Dispatch that is not a Material Subsidiary) takes any action for the purpose of the liquidation or dissolution of Pulitzer or such Subsidiary, or in furtherance thereof except in connection with a merger pursuant to paragraph 7C(6); or

(ix) any petition or application referred to in clause (viii)(a) above is filed, or any such proceedings are commenced, against Pulitzer or any Subsidiary (other than a Subsidiary of STL Post-Dispatch that is not a Material Subsidiary) and Pulitzer or such Subsidiary by any act indicates its approval thereof, consent thereto or acquiescence therein, or an order, judgment or decree is entered appointing any such trustee, receiver, custodian, liquidator or similar official, or approving the petition in any such proceedings, and such order, judgment or decree remains unstayed and in effect for more than 60 days; or

(x) any order, judgment or decree is entered in any proceedings Pulitzer or any Subsidiary (other than a Subsidiary of STL Post-Dispatch that is not a Material Subsidiary) decreeing the dissolution Pulitzer or such Subsidiary and such order, judgment or decree remains unstayed and in effect for more than 60 days; or

(xi) one or more final judgments in an aggregate amount in excess of \$10,000,000 is rendered against an Obligor or any of their respective Subsidiaries and, within 60 days after entry thereof, any such judgment is not discharged or execution thereof stayed pending appeal; or

(xii) (a) any Plan shall fail to satisfy the minimum funding standards of ERISA or the Code for any plan year or part thereof or a waiver of such standards or extension of any amortization period is requested or granted under section 412 of the Code, (b) a Reportable Event with respect to a Plan, (c) a notice of intent to terminate any Plan in a distress termination (within the meaning of ERISA section 4041(c)) shall have been or is reasonably expected to be filed with the PBGC or the PBGC shall have instituted proceedings under ERISA section 4042 to terminate or appoint a trustee to administer any Plan or the PBGC shall have notified any Obligor or any of its ERISA Affiliates that a Plan may become a subject of such proceedings, (d) the aggregate "amount of unfunded benefit liabilities" (within the meaning of section 4001(a)(18) of ERISA) under all Plans, determined in accordance with Title IV of ERISA, shall exceed \$76,000,000, (e) any Obligor or any of its ERISA Affiliates shall have incurred or is reasonably expected to incur any liability pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans, (f) any Obligor or any of its ERISA Affiliates is assessed liability for a partial or complete withdrawal from any Multiemployer Plan, (g) notification that a Multiemployer Plan is in "reorganization" (within the meaning of Section 4241 of ERISA) or "insolvency" (within the meaning of Section 4245 of ERISA), (h) the failure by any Obligor or any of its ERISA Affiliates to make by its due date a required installment under Section 430(j) of the Code or Section 303(j) of ERISA with respect to any Plan or the failure to make any required contribution to a Multiemployer Plan, (i) the imposition of a Lien upon the assets of any Obligor or any of its ERISA Affiliates pursuant to the Code or ERISA with respect to any Plan or (j) any Obligor or any of its respective Subsidiaries establishes or amends any employee welfare benefit plan that provides post-employment welfare benefits in a manner that would increase the liability of any Obligor or any of its Subsidiaries thereunder; and any such event or events described in clauses (a) through (j) above, either individually or together with any other such event or events, could reasonably be expected to have a Material Adverse Effect; or

(xiii) [reserved]; or

(xiv) [reserved]; or

(xv) any Collateral Document shall cease for any reason (other than pursuant to the terms thereof) to create a valid Lien in the collateral purported to be covered thereby or such Lien shall for any reason cease to be a perfected and first priority Lien (subject only to Permitted Liens); or

(xvi) (a) Lee or any of its Subsidiaries shall (1) default in any payment of any Debt (other than the Note Obligations) beyond the period of grace, if any, provided in an instrument or agreement under which such Debt was created or (2) default in the observance or performance of any agreement or condition relating to any Debt (other than the Note Obligations) or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event shall occur or condition exist, the effect of which default or other event or condition is to cause, or to permit the holder or holders of such Debt (or a trustee or agent on behalf of such holder or holders) to cause (determined without regard to whether any notice is required), any such Debt to become due (and/or, in the case of an Interest Rate Protection Agreement or Other Hedging Agreement, to be terminated) prior to its stated maturity, or (b) any Debt (other than the Note Obligations) of Lee or any of its Subsidiaries shall be declared to be (or shall become) due and payable (and/or, in the case of an Interest Rate Protection Agreement or Other Hedging Agreement, to be terminated), or required to be prepaid (and/or terminated, as the case may be) other than by a regularly scheduled required prepayment, prior to the stated maturity thereof, provided that it shall not be a Default or an Event of Default under this clause (xvi) unless the aggregate principal amount of all Debt as described in the preceding clauses (a) and (b) is at least \$10,750,000 or unless such Debt is in respect of the Credit Agreement or the Second Lien Loan Agreement or any Permitted Refinancing Debt or any Additional Permitted Indebtedness (as defined in the Second Lien Loan Agreement); provided, however, that with respect to any breach or default under Sections 10.08 or 10.09 of the Credit Agreement (as in effect on the date hereof) or any successor provisions or analogous financial covenants in any documentation relating to any Permitted Refinancing Debt, such breach or default shall only constitute an Event of Default under this clause (xvi) if such breach or default occurs and is not cured or waived within 30 days after the occurrence of such breach or default; provided further that, so long as no Default or Event of Default has otherwise occurred and is continuing, it shall not be a Default or Event of Default under this paragraph 8A(xvi) if an event of default or default arises (or arose on or prior to the date hereof) under a Deferred Intercompany Note as a result of Lee's, Lee Publications, Inc.'s or Sioux City Newspapers, Inc.'s failure to pay prior to the final maturity thereof the principal amount of (or, in the case of a default or event of default prior to the date hereof, interest on) the intercompany loans under the Deferred Intercompany Notes as and when it becomes (or became) due and payable (and, for the avoidance of doubt, it shall not be a Default or Event of Default if a holder of a Deferred Intercompany Note shall fail (or shall have failed) to take any action to enforce its rights under any Deferred Intercompany Note); or

(xvii) Lee or any Material Lee Subsidiary shall commence a voluntary case concerning itself under any Bankruptcy Law; or an involuntary case is commenced against Lee or any Material Lee Subsidiary, and the petition is not controverted within 15 days, or is not dismissed within 60 days after the filing thereof; or a custodian (as defined under Title 11 of the United States Code) is appointed for, or takes charge of, all or substantially all of the property of Lee or any Material Lee Subsidiary, to operate all or any substantial portion of the business of Lee or any Material Lee Subsidiary; or Lee or any Material Lee Subsidiary commences any other proceeding under any Bankruptcy Law relating to Lee or any Material Lee Subsidiary, or there is commenced against Lee or any Material Lee Subsidiary any such proceeding which remains undismissed for a

period of 60 days after the filing thereof; or Lee or any Material Lee Subsidiary is adjudicated insolvent or bankrupt; or any order for relief or other order under any Bankruptcy Law approving any such case or proceeding is entered; or Lee or any Material Lee Subsidiary makes a general assignment for the benefit of creditors; or any action is taken by Lee or any Material Lee Subsidiary for the purpose of effecting any of the foregoing; or

(xviii) any Credit Party shall fail to perform or observe any other agreement, term or condition contained in any Transaction Document to which it is a party (other than this Agreement or the Notes) and such failure shall not be remedied within thirty (30) days after any Responsible Officer obtains knowledge thereof; or

(xix) any Lee Company shall be a party to any agreement that restricts Pulitzer or any of its Subsidiaries from compliance in full with all provisions of all Transaction Documents; or

(xx) with respect to any Fiscal Year ending after September 25, 2012, the Lee Companies shall fail to contribute to any qualified or non-qualified pension, retirement or similar employee compensation plans of Pulitzer and its Subsidiaries (including, without limitation, split-dollar insurance policies) an amount equal to the lesser of (a) \$2,000,000 or (b) that amount necessary to meet minimum funding requirements of Pulitzer and its Subsidiaries with respect to any such plan for such Fiscal Year in accordance with applicable laws and regulations and consistent with Pulitzer's past practices; or

(xxi) Lee or any of its Subsidiaries shall enter into an amendment or modification to (a) the Credit Agreement, any guaranty, security agreement or other document relating thereto or any indenture, purchase agreement, loan agreement, security agreement or other agreement or instrument relating to any Permitted Refinancing Debt in respect of the Credit Agreement, or (b) any Second Lien Debt Document or any indenture, purchase agreement, loan agreement, security agreement or other agreement or instrument relating to any Permitted Refinancing Debt in respect of the Second Lien Loan Agreement, in each case without the prior written consent of the Required Holders except, an amendment or modification which could not reasonably be expected to be adverse to the holders of Notes in any material respect; or

(xxii) (a) any payment or demand for payment (satisfying the requirements for the making of such demand for payment) is made under any guarantee executed by any Credit Party in respect of the Second Lien Loan Agreement or any indenture, purchase agreement, loan agreement, security agreement or other agreement or instrument relating to any Permitted Refinancing Debt in respect of the Second Lien Loan Agreement, or (b) the Liens securing Debt under or in respect of the Second Lien Debt Documents (or any Permitted Refinancing Debt in respect thereof) shall cease, for any reason, to be validly subordinated to the Liens securing the Note Obligations as provided in the Intercreditor Agreement or the Intercreditor Agreement or any provision thereof shall cease to be in full force or effect, or Pulitzer, any Subsidiary of Pulitzer or any Person acting for or on behalf of Pulitzer or any Subsidiary of Pulitzer shall deny or disaffirm Pulitzer's or such Subsidiary's obligations under the Intercreditor Agreement or Pulitzer or any of its Subsidiaries shall default in the due performance or observance of any material term, covenant or agreement on its part to be performed or observed pursuant to the Intercreditor Agreement; or



(xxiii) any provision of the Tax Sharing Agreement shall be amended, waived or otherwise modified without the consent of the Required Holders or Pulitzer shall fail diligently to enforce its rights thereunder in any material respect.

If (A) an Event of Default specified in clause (i) or (ii) of this paragraph 8A occurs, the holder of any Note (other than any Obligor or any of their respective Subsidiaries or Affiliates) may at its option during the continuance of such Event of Default, by notice in writing to the Obligors, declare such Note to be, and such Note shall thereupon be and become, immediately due and payable at 105% of the principal amount then outstanding, together with interest accrued thereon and together with any other fees or amounts owing to such holder under the Transaction Documents, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Obligors, (B) an Event of Default specified in clause (vii), (viii) or (ix) of this paragraph 8A occurs, all of the Notes at the time outstanding shall automatically become immediately due and payable at 105% of the principal amount then outstanding, together with interest accrued thereon with respect to each Note and any other fees or amounts then owing under the Transaction Documents, without presentment, demand, protest or notice of any kind, all of which are hereby waived by the Obligors, and (C) an Event of Default (including an event described in clause (A) above) occurs and is continuing, the holder or holders of at least a majority of the aggregate principal amount of Notes then outstanding may at its or their option, by notice in writing to the Obligors, declare all of the Notes to be, and all of the Notes shall thereupon be and become, immediately due and payable at 105% of the principal amount then outstanding, together with interest accrued thereon and together with any other fees or amounts then owing under the Transaction Documents, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Obligors.

Each of the Obligors acknowledges, and the parties hereto agree, that each holder of a Note has the right to maintain its investment in the Notes free from repayment by the Obligors (except as herein specifically provided for) and that the provision for payment of 105% of the principal amount of the Notes by the Obligors in the event that the Notes are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

**8B. Rescission of Acceleration.** At any time after any or all of the Notes shall have been declared immediately due and payable pursuant to paragraph 8A (other than pursuant to clauses (vii), (viii) or (ix) thereof), the holder or holders of at least a majority of the aggregate principal amount of Notes then outstanding may, by notice in writing to the Obligors, rescind and annul such declaration and its consequences if (i) the Obligors shall have paid all overdue interest on the Notes, the principal of the Notes which has become due otherwise than by reason of such declaration, and interest on such overdue interest and overdue principal at the rate specified in the Notes, (ii) the Obligors shall not have paid any amounts which have become due solely by reason of such declaration, (iii) all Events of Default and Defaults, other than non-payment of amounts which have become due solely by reason of such declaration, shall have been cured or waived pursuant to paragraph 12C, and (iv) no judgment or decree shall have been entered for the payment of any amounts due pursuant to the Notes or this Agreement. No such rescission or annulment shall extend to or affect any subsequent Event of Default or Default or impair any right arising therefrom.

**8C. Notice of Acceleration or Rescission.** Whenever any Note shall be declared immediately due and payable pursuant to paragraph 8A or any such declaration shall be rescinded and annulled pursuant to paragraph 8B, the Obligors shall forthwith give written notice thereof to the holder of each Note at the time outstanding.

**8D. Other Remedies.** If any Event of Default or Default shall occur and be continuing, the holder of any Note may proceed to protect and enforce its rights (or instruct the Collateral Agent to act, as the case may be) under this Agreement, such Note and the other Transaction Documents by exercising such remedies as are available to such holder in respect thereof under applicable law, either by suit in equity or by action at law, or both, whether for specific performance of any covenant or other agreement contained in this Agreement or in any other Transaction Document or in aid of the exercise of any power granted in this Agreement or in any other Transaction Document. No remedy conferred in this Agreement or in any other Transaction Document upon the holder of any Note is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy conferred herein or now or hereafter existing at law or in equity or by statute or otherwise.

#### **PARAGRAPH 9 REPRESENTATIONS, COVENANTS AND WARRANTIES.**

Each of the Obligors represents, covenants and warrants to each Purchaser as follows:

**9A. Organization and Qualification; Due Authorization.** STL Post-Dispatch is a limited liability company duly organized and existing in good standing under the laws of the State of Delaware. Pulitzer is a corporation duly organized and existing in good standing under the laws of the State of Delaware. Each Material Subsidiary is duly organized and existing in good standing under the laws of the jurisdiction in which it is incorporated or otherwise organized. The Obligors have and each Material Subsidiary has the limited liability company or corporate power, as applicable, to own its respective property and to carry on its respective business as now being conducted, and each Obligor is and each Material Subsidiary is duly qualified as a foreign limited liability company or foreign corporation, as applicable, to do business and in good standing in every jurisdiction in which the nature of the respective business conducted or property owned by it makes such qualification necessary, except where the failure to so qualify could not reasonably be expected to have a Material Adverse Effect. Each Credit Party has the limited liability company or corporate, as applicable, power and authority to execute and deliver this Agreement, the Notes and each of the other Transaction Documents to which it is a party and to perform the provisions hereof and thereof. The execution, delivery and performance by the Obligors of this Agreement and the Notes have been duly authorized by all necessary limited liability company action, and this Agreement constitutes, and upon execution and delivery thereof, each Note and each other Transaction Document to which any Credit Party is a party will constitute, a legal, valid and binding obligation of such Credit Party enforceable against such Credit Party in accordance with its terms, except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**9B. Material Adverse Change.** Since January 30, 2012, nothing has occurred that has had, or could reasonably be expected to have, a Material Adverse Effect.

**9C. Litigation; Observance of Agreements, Statutes and Orders.**

(i) Except as set forth in Schedule 9C (it being understood that disclosure on Schedule 9C is not a representation that the matter to which the disclosure relates is expected to have a Material Adverse Effect), there are no actions, suits, investigations or proceedings pending or, to the knowledge of the Obligor, threatened against or affecting the Obligor or any of their respective Subsidiaries or any property of any Obligor or any such Subsidiary in any court or before any arbitrator of any kind or before or by any Governmental Authority that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

(ii) No Obligor nor any of their respective Subsidiaries is (a) in default under any term of any agreement or instrument to which it is a party or by which it is bound, (b) in violation of any order, judgment, decree or ruling of any court, arbitrator or Governmental Authority or (c) in violation of any applicable law, ordinance, rule or regulation of any Governmental Authority (including, without limitation, Environmental Laws, the USA Patriot Act or any of the other laws and regulations that are referred to in paragraph 9K), which default or violation, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

**9D. Outstanding Debt.**

(i) Except as described therein, Schedule 9D sets forth a complete and correct list of all outstanding Debt of the Obligor and their respective Subsidiaries as of March 31, 2013 (including a description of the obligors and obligees, principal amount outstanding and collateral therefor, if any, and guaranty thereof, if any), since which date there has been no material change in the amounts, interest rates, sinking funds, installment payments or maturities of the Debt of the Obligor or their respective Subsidiaries. No Obligor nor any of their respective Subsidiaries is in default and no waiver of default is currently in effect, in the payment of any principal or interest on any Debt of any Obligor or any Subsidiary and no event or condition exists with respect to any Debt of any Obligor or any Subsidiary that would permit (or that with notice or the lapse of time, or both, would permit) one or more Persons to cause such Debt to become due and payable before its stated maturity or before its regularly scheduled dates of payment.

(ii) Except as disclosed in Schedule 9D, no Obligor nor any of their respective Subsidiaries has agreed or consented to cause or permit at present or in the future (upon the happening of a contingency or otherwise) any of its property, whether now owned or hereafter acquired, to be subject to a Lien not permitted by paragraph 7C(1).

**9E. Title to Properties.** Each Obligor has and each of its Material Subsidiaries has good and marketable title to its respective real properties (other than properties which it leases) and good title to all of its other respective properties and assets, subject to no Lien of any kind except Permitted Liens. All leases necessary in any material respect for the conduct of the respective businesses of each Obligor and their respective Subsidiaries are valid and subsisting and are in full force and effect.

**9F. Conflicting Agreements and Other Matters.** No Obligor nor any of their respective Subsidiaries is a party to any contract or agreement or subject to any charter or other limited liability company or corporate restriction which materially and adversely affects the business, property or assets, or financial condition of the Obligors and their respective Subsidiaries, taken as a whole. Neither the execution nor delivery of this Agreement or the Notes, nor the issuance of the Notes, nor fulfillment of nor compliance with the terms and provisions hereof and of the Notes and the other Transaction Documents will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in any violation of, or result in the creation of any Lien upon any of the properties or assets of any Obligor or any of its Subsidiaries pursuant to, (i) the limited liability company agreement, charter, by-laws or other organizational documents of any Obligor or any of its Subsidiaries, (ii) the Second Lien Debt Documents, (iii) any award of any arbitrator or (iv) any agreement other than the Second Lien Debt Documents (including any agreement with members or stockholders), instrument, order, judgment, decree, statute, law, rule or regulation to which any Obligor or any of its Subsidiaries is subject, except, in the cases of clauses (iii) and (iv) above, to the extent any such conflict, breach, defaults, violation or creation of a Lien could not reasonably be expected to have a Material Adverse Effect. Except as set forth in the Limited Liability Company Agreement (as in effect on the date hereof) and as set forth on Schedule 9E, no Obligor nor any of their respective Subsidiaries is a party to, or otherwise subject to any provision contained in, any instrument evidencing indebtedness of such Obligor or such Subsidiary, any agreement relating thereto or any other contract or agreement (including its limited liability company agreement, charter or other organizational documents) which limits the amount of, or otherwise imposes restrictions on the incurring of, Debt of such Obligor of the type evidenced by the Notes.

**9G. Margin Stock.** No Obligor nor any of their respective Subsidiaries owns or has any present intention of acquiring any “margin stock” as defined in Regulation U (12 CFR Part 221) of the Board of Governors of the Federal Reserve System (“**margin stock**”). No Obligor nor any agent acting on behalf of any Obligor has taken or will take any action which might cause this Agreement or the Notes to violate Regulation U, Regulation T or any other regulation of the Board of Governors of the Federal Reserve System or to violate the Exchange Act, in each case as in effect now or as the same may hereafter be in effect.

**9H. ERISA.** Except as stated in Schedule 9H (it being understood that disclosure on Schedule 9H is not a representation that the matter to which the disclosure relates is expected to have a Material Adverse Effect),

(i) Each Obligor and each of its respective ERISA Affiliates has operated and administered each Plan in compliance with all applicable laws except for such instances of noncompliance as have not resulted in and could not reasonably be expected to result

in a Material Adverse Effect. No Obligor nor any of their respective ERISA Affiliates has incurred any liability (including actual or contingent withdrawal liability under section 4201 or 4204 of ERISA in respect of Multiemployer Plans) pursuant to Title I or IV of ERISA or the penalty or excise tax provisions of the Code relating to employee benefit plans (as defined in section 3 of ERISA), and no event, transaction or condition has occurred or exists that could reasonably be expected to result in the incurrence of any such liability by any Obligor or any of their respective ERISA Affiliates, or in the imposition of any Lien on any of the rights, properties or assets of any Obligor or any of their respective ERISA Affiliates, in either case pursuant to Title I or IV of ERISA or to section 430(k) of the Code or to any such penalty or excise tax provisions under the Code or Federal law or section 4068 of ERISA or by the granting of a security interest in connection with the amendment of a Plan, other than such liabilities or Liens as would not be individually or in the aggregate material.

(ii) The present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans), as reflected in the September 25, 2011 actuarial valuation report of the Plans per GAAP and determined as of September 25, 2011 on the basis of the actuarial assumptions specified for accounting purposes in such report, did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities by more than \$38,000,000 in the case of any single Plan and by more than \$72,000,000 in the aggregate for all Plans. The term “**benefit liabilities**” has the meaning specified in section 4001 of ERISA and the terms “**current value**” and “**present value**” have the meaning specified in section 3 of ERISA.

(iii) The expected postretirement benefit obligation (determined as of the last day of Pulitzer’s most recently ended Fiscal Year in accordance with Financial Accounting Standards Board Accounting Standards Codification 715-60, without regard to liabilities attributable to continuation coverage mandated by section 4980B of the Code) of Pulitzer and its Subsidiaries is not material.

(iv) The execution and delivery of this Agreement and the issuance of the Notes hereunder will not involve any transaction that is subject to the prohibitions of section 406 of ERISA or in connection with which a tax could be imposed pursuant to section 4975(c)(1)(A)-(D) of the Code. The representation by the Obligors to each Purchaser in the first sentence of this clause (iv) of paragraph 9H is made in reliance upon and subject to the accuracy of such Purchaser’s representation in paragraph 10B as to the sources of the funds used to acquire the Notes held by such Purchaser on the Closing Date.

**9I. Governmental Authorizations, Etc.** No consent, approval or authorization of, or registration, filing or declaration with, any Governmental Authority is required in connection with the execution, delivery or performance by the Credit Parties of this Agreement, the Notes or any other Transaction Document which has not been obtained or made on or prior to the Closing Date.

**9J. Disclosure.** All factual information (taken as a whole) theretofore furnished by or on behalf of Lee and its Subsidiaries in writing to the Purchasers (including, without limitation,

all information contained in the Transaction Documents) for purposes of or in connection with this Agreement, the other Transaction Documents or any transaction contemplated herein or therein is true and accurate in all material respects on the date as of which such information is dated or certified and not incomplete by omitting to state any fact necessary to make such information (taken as a whole) not misleading in any material respect at such time in light of the circumstances under which such information was provided, it being understood and agreed that for purposes of this paragraph 9J, such factual information shall not include any projections or any *pro forma* financial information. There is no fact peculiar to any Obligor or any of its Subsidiaries which materially adversely affects or in the future may (so far as such Obligor can now foresee) materially adversely affect the business, property or assets, or financial condition of the Obligors and their respective Subsidiaries taken as a whole and which has not been set forth in this Agreement or in the other documents, certificates and statements furnished to the Purchasers by or on behalf of any Obligor on or prior to the date hereof in connection with the transactions contemplated hereby.

**9K. Foreign Assets Control Regulations, Etc.**

(i) No Obligor nor any Controlled Entity is (i) a Person whose name appears on the list of Specially Designated Nationals and Blocked Persons published by the Office of Foreign Assets Control, U.S. Department of Treasury (“**OFAC**”) (an “**OFAC Listed Person**”) or (ii) a department, agency or instrumentality of, or is otherwise controlled by or acting on behalf of, directly or indirectly, (x) any OFAC Listed Person or (y) any Person, entity, organization, foreign country or regime that is subject to any OFAC Sanctions Program (each OFAC Listed Person and each other Person, entity, organization and government of a country described in clause (ii), a “**Blocked Person**”).

(ii) No Obligor nor any Controlled Entity has any investments in, or engages in any dealings or transactions with, any Person where such investments, dealings or transactions would cause the purchase, holding, or receipt of any payment or exercise of any rights in respect of, any Note by the holder thereof to be in violation of any of the laws or regulations identified in this paragraph 9K.

(iii) To the actual knowledge of the Obligors after making due inquiry, no Obligor nor any Controlled Entity (i) is under investigation by any Governmental Authority for, or has been charged with, or convicted of, money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes under any applicable law (collectively, “**Anti-Money Laundering Laws**”), (ii) has been assessed civil penalties under any Anti-Money Laundering Laws or (iii) has had any of its funds seized or forfeited in an action under any Anti-Money Laundering Laws. Each Obligor has taken reasonable measures appropriate to the circumstances (in any event as required by applicable law) to ensure that such Obligor and each Controlled Entity is and will continue to be in compliance with all applicable current and future Anti-Money Laundering Laws.

(iv) Each Obligor has taken reasonable measures appropriate to the circumstances (in any event as required by applicable law) to ensure that such Obligor and each Controlled Entity is and will continue to be in compliance with all applicable current and future anti-corruption laws and regulations.

**9L. Solvency.** On and as of the Closing Date, and after giving effect to all debt being incurred or assumed and Liens created by the Credit Parties in connection with this Agreement, the Notes and the other Transaction Documents, (i) the sum of the assets, at a fair valuation, of STL Post-Dispatch (on a stand-alone basis), of Pulitzer (on a stand-alone basis) and of Pulitzer and its Subsidiaries (taken as a whole) will exceed its or their respective debts, (ii) STL Post-Dispatch (on a stand-alone basis), Pulitzer (on a stand-alone basis), and Pulitzer and its Subsidiaries (taken as a whole) has not or have not incurred and does not or do not intend to incur, and does not or do not believe that it or they will incur, debts beyond its or their respective ability to pay such debts as such debts mature, and (iii) the STL Post-Dispatch (on a stand-alone basis), Pulitzer (on a stand-alone basis), and Pulitzer and its Subsidiaries (taken as a whole) will have sufficient capital with which to conduct its or their respective businesses. For purposes of this paragraph 9L, “debt” means any liability on a claim, and “claim” means (a) right to payment, whether or not such a right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured or (b) right to an equitable remedy for breach of performance if such breach gives rise to a payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

**9M. Organization and Ownership of Shares of Subsidiaries; Affiliates.**

(i) Schedule 9M contains (except as noted therein) a complete and correct list of Pulitzer’s Subsidiaries, showing, as to each such Subsidiary, the correct name thereof, the jurisdiction of its organization, the percentage of shares of each class of its capital stock or similar Equity Interests outstanding owned by Pulitzer and each other Subsidiary of Pulitzer, and identifying the Material Subsidiaries.

(ii) All of the outstanding shares of capital stock or similar Equity Interests of each Subsidiary shown in Schedule 9M as being owned by Pulitzer and its Subsidiaries have been validly issued, are fully paid and nonassessable and are owned by Pulitzer or another Subsidiary of Pulitzer free and clear of any Lien (except as otherwise disclosed in Schedule 9M).

(iii) Each Subsidiary of Pulitzer is a corporation or other legal entity duly organized, validly existing and, where applicable, in good standing under the laws of its jurisdiction of organization, and is duly qualified as a foreign corporation or other legal entity and, where applicable, is in good standing in each jurisdiction in which such qualification is required by law, other than those jurisdictions as to which the failure to be so qualified or in good standing could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. Each such Subsidiary has the corporate or other power and authority to own or hold under lease the properties it purports to own or hold under lease and to transact the business it transacts and proposes to transact.

(iv) No Subsidiary is a party to, or otherwise subject to any legal, regulatory, contractual or other restriction (other than this Agreement, the agreements listed on Schedule 9M and customary limitations imposed by corporate law or similar statutes) restricting the ability of such Subsidiary to pay dividends out of profits or make any other similar Distributions of profits to the Obligor or any of their respective Subsidiaries that owns outstanding shares of capital stock or similar Equity Interests of such Subsidiary.

**9N. Compliance with Laws, Other Instruments, Etc.** The execution, delivery and performance by each Credit Party of the Tax Sharing Agreement, or this Agreement, the Notes, the Subsidiary Guaranty Agreement, the Security Agreement, the Pledge Agreement, the Deeds of Trust, the Account Control Agreement, the Trademark Security Agreements, the Copyright Security Agreements, or any other Transaction Document to which such Credit Party is a party, will not (i) contravene, result in any breach of, or constitute a default under, or result in the creation of any Lien in respect of any property of any Credit Party under, any indenture, mortgage, deed of trust, loan, purchase or credit agreement, lease, corporate charter or by-laws, or any other agreement or instrument to which any Credit Party is bound or by which any Credit Party or any of their respective properties may be bound or affected, (ii) conflict with or result in a breach of any of the terms, conditions or provisions of any order, judgment, decree, or ruling of any court, arbitrator or Governmental Authority applicable to any Credit Party or (iii) violate any provision of any statute or other rule or regulation of any Governmental Authority applicable to any Credit Party, except, in the case of the other Transaction Documents not specifically enumerated above, to the extent such contravention, conflict, breach or violation, individually or in the aggregate, could not reasonably be expected to cause a Material Adverse Effect.

**9O. Licenses, Permits, Etc.** Each Obligor and each of its Subsidiaries owns or has the right to use all the patents, trademarks, permits, domain names, service marks, trade names, copyrights, licenses, franchises, inventions, trade secrets, proprietary information and know-how of any type, whether or not written (including, but not limited to, rights in computer programs and databases) and formulas, or rights with respect to the foregoing, and has obtained assignments of all leases, licenses and other rights of whatever nature, necessary for the present conduct of its business, (i) with respect to Material IP, without any conflict with the rights of others and (ii) with respect to the foregoing other than Material IP, without any known conflict with the rights of others, which, or the failure to own or have which, as the case may be, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect.

**9P. Taxes.** Each Obligor and each of their respective Subsidiaries has timely filed (within any applicable extension periods) or caused to be filed all tax returns and reports required to have been filed and has paid or caused to be paid all taxes required to have been paid by it, except (a) taxes that are being contested in good faith by appropriate proceedings and for which such Obligor or such Subsidiary, as applicable, has set aside on its books adequate reserves or (b) to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Effect.

**9Q. Environmental Matters.**

(i) No Obligor nor any of their respective Subsidiaries has knowledge of any claim or has received any notice of any claim, and no proceeding has been instituted



raising any claim against any Obligor or any of their respective Subsidiaries or any of their respective real properties now or formerly owned, leased or operated by any of them or other assets, alleging any damage to the environment or violation of any Environmental Laws, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(ii) No Obligor nor any of their respective Subsidiaries has knowledge of any facts which would give rise to any claim, public or private, of violation of Environmental Laws or damage to the environment emanating from, occurring on or in any way related to real properties now or formerly owned, leased or operated by any of them or to other assets or their use, except, in each case, such as could not reasonably be expected to result in a Material Adverse Effect.

(iii) No Obligor nor any of their respective Subsidiaries has stored any Hazardous Materials on real properties now or formerly owned, leased or operated by any of them and has not disposed of any Hazardous Materials in a manner contrary to any Environmental Laws in each case in any manner that could reasonably be expected to result in a Material Adverse Effect.

(iv) All buildings on all real properties now owned, leased or operated by the Obligors or any of their respective Subsidiaries are in compliance with applicable Environmental Laws, except where failure to comply could not reasonably be expected to result in a Material Adverse Effect.

#### **PARAGRAPH 10 REPRESENTATIONS OF THE PURCHASERS.**

**10A. Nature of Purchase.** Each Purchaser severally represents that it is acquiring the Notes for its own account or for one or more separate accounts maintained by such Purchaser or for the account of one or more pension or trust funds and not with a view to the distribution thereof, provided that the disposition of the property of such Purchaser or trust funds shall at all times be within such Purchaser's or funds' control.

**10B. Source of Funds.** Each Purchaser severally represents that at least one of the following statements is an accurate representation as to each source of funds (a "Source") to be used by such Purchaser to acquire the Notes held by it:

(i) the Source is an "insurance company general account" (as the term is defined in the United States Department of Labor's Prohibited Transaction Exemption ("PTE") 95-60 (issued July 12, 1995)) in respect of which the reserves and liabilities (as defined by the annual statement for life insurance companies approved by the National Association of Insurance Commissioners (the "NAIC Annual Statement")) for the general account contract(s) held by or on behalf of any employee benefit plan together with the amount of the reserves and liabilities for the general account contract(s) held by or on behalf of any other employee benefit plans maintained by the same employer (or affiliate thereof as defined in PTE 95-60) or by the same employee organization in the general account do not exceed 10% of the total reserves and liabilities of the general account (exclusive of separate account liabilities) plus surplus as set forth in the NAIC Annual Statement filed with such Purchaser's state of domicile; or

(ii) the Source is a separate account that is maintained solely in connection with such Purchaser's fixed contractual obligations under which the amounts payable, or credited, to any employee benefit plan (or its related trust) that has any interest in such separate account (or to any participant or beneficiary of such plan (including any annuitant)) are not affected in any manner by the investment performance of the separate account; or

(iii) the Source is either (a) an insurance company pooled separate account, within the meaning of PTE 90-1 or (b) a bank collective investment fund, within the meaning of the PTE 91-38 and, except as disclosed by such Purchaser to the Obligors in writing pursuant to this clause (iii), no employee benefit plan or group of plans maintained by the same employer or employee organization beneficially owns more than 10% of all assets allocated to such pooled separate account or collective investment fund; or

(iv) the Source constitutes assets of an "investment fund" (within the meaning of Part VI of PTE 84-14 (the "**QPAM Exemption**")) managed by a "qualified professional asset manager" or "QPAM" (within the meaning of Part VI of the QPAM Exemption), no employee benefit plan's assets that are included in such investment fund, when combined with the assets of all other employee benefit plans established or maintained by the same employer or by an affiliate (within the meaning of Section VI(c)(1) of the QPAM Exemption) of such employer or by the same employee organization and managed by such QPAM, exceed 20% of the total client assets managed by such QPAM, the conditions of Part I(c) and (g) of the QPAM Exemption are satisfied, the QPAM does not own a 10% or more interest in any Obligor and no person controlling or controlled by the QPAM (applying the definition of "control" in Section VI(e) of the QPAM Exemption) owns a 20% or more interest in any Obligor (or less than 20% but greater than 10%, if such person exercises control over the management or policies of such Obligor by reason of its ownership interest) and (a) the identity of such QPAM and (b) the names of all employee benefit plans whose assets were included in such investment fund have been disclosed to the Obligors in writing pursuant to this clause (iv); or

(v) the Source constitutes assets of a "plan(s)" (within the meaning of Section IV of PTE 96-23 (the "**INHAM Exemption**")) managed by an "in-house asset manager" or "INHAM" (within the meaning of Part IV of the INHAM exemption), the conditions of Part I(a), (g) and (h) of the INHAM Exemption are satisfied, neither the INHAM nor a person controlling or controlled by the INHAM (applying the definition of "control" in Section IV(d) of the INHAM Exemption) owns a 5% or more interest in any Obligor and (a) the identity of such INHAM and (b) the name(s) of the employee benefit plan(s) whose assets constitute the Source were disclosed to the Obligors in writing pursuant to this clause (v); or

(vi) the Source is a governmental plan; or

(vii) the Source is one or more employee benefit plans, or a separate account or trust fund comprised of one or more employee benefit plans, each of which has been identified to the Obligors in writing pursuant to this clause (vii); or

(viii) the Source does not include assets of any employee benefit plan, other than a plan exempt from the coverage of ERISA.

As used in this paragraph 10B, the terms “employee benefit plan,” “governmental plan,” and “separate account” shall have the respective meanings assigned to such terms in section 3 of ERISA.

**10C. Independent Investigation.** Each Purchaser made its own independent investigation of the condition (financial and otherwise), prospects and affairs of the Obligors and their respective Subsidiaries in connection with its acquisition of the Notes and has made and shall continue to make its own appraisal of the creditworthiness of the Obligors. No holder of Notes shall have any duty or responsibility to any other holder of Notes, either initially or on a continuing basis, to make any such investigation or appraisal or to provide any credit or other information with respect thereto. No holder of Notes is acting as agent or in any other fiduciary capacity on behalf of any other holder of Notes.

#### **PARAGRAPH 11 DEFINITIONS; ACCOUNTING MATTERS.**

For the purpose of this Agreement, the terms defined in paragraphs 11B (or within the text of any other paragraph) shall have the respective meanings specified therein and all accounting matters shall be subject to determination as provided in paragraph 11C.

**11A. [Reserved].**

**11B. Other Terms.**

“**Account Control Agreement**” shall have the meaning specified in paragraph 4M(6).

“**Accumulated Cash Flow Deficit**” shall mean, for any Fiscal Quarter ending after the Closing Date, the greater of (i) zero and (ii) an amount equal to (a) the Accumulated Cash Flow Deficit for the prior Fiscal Quarter (for the avoidance of doubt, after giving effect to any reduction thereof as the result of the application thereto of Excess Cash Flow for such prior Fiscal Quarter), provided that, for the first fiscal quarter ending after the Closing Date, the amount under this clause (a) shall be equal to zero, *plus* (b) the Cash Flow Deficit (for this purpose, calculated without reference to the \$10,000,000 floor referenced in clauses (i)(b)(B) and (ii)(b)(B) of the definition thereof) for such Fiscal Quarter, *minus* (c) the Excess Cash Flow for such Fiscal Quarter.

“**Affiliate**” shall mean any Person directly or indirectly controlling, controlled by, or under direct or indirect common control with, another Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise.

“**Agreement**” shall have the meaning specified in paragraph 12C.

“**Anti-Money Laundering Laws**” shall have the meaning specified in paragraph 9K(iii).

“**Asset Sale**” shall mean any sale, transfer or other disposition of any assets of Pulitzer or any of its Subsidiaries other than (i) the sale of inventory sold in the ordinary course of business, (ii) grants of licenses, sublicenses, leases or subleases to other Persons not materially interfering with the conduct of the business of Pulitzer or its Subsidiaries and so long as any such grant does not prevent foreclosure on the affected asset if it is subject to any of the Liens created by the Collateral Documents and may be revoked upon such foreclosure, (iii) any such transaction between Pulitzer and any one of its Subsidiaries or between Subsidiaries of Pulitzer, (iv) any transaction permitted by paragraph 7C(6) to the extent such transaction involves only Pulitzer and its Subsidiaries, and (v) the sale or other disposition of cash and Cash Equivalents in the ordinary course of business, in each case for cash at Fair Market Value.

“**Asset Sale Prepayment**” shall have the meaning specified in paragraph 5D.

“**Asset Sale Proceeds**” shall mean, with respect to any Asset Sale, the amount of cash proceeds received (directly or indirectly, including, subject to the proviso hereto, insurance and condemnation proceeds) by or on behalf of Pulitzer or any Subsidiary in connection therewith (including, without limitation, cash payments in respect of non-cash consideration to the extent permitted by clause (iv) of paragraph 7C(3) and paragraph 7C(4), as and when such cash payments are received), after deducting therefrom only (i) the amount of any Debt secured by any Permitted Lien (other than (A) the Notes and (B) Debt assumed by the purchaser of such asset) which is required to be, and is, repaid in connection with such Asset Sale and (ii) all direct costs and reasonable fees, commissions, expenses and taxes related thereto to the extent paid or payable to a Person that is not an Affiliate or a Subsidiary, provided that Asset Sale Proceeds shall not include, so long as no Event of Default has occurred and is continuing, (1) the proceeds of the any Asset Sale effected pursuant to paragraph 7C(4)(i) to the extent such proceeds are applied to replace the assets subject to such Asset Sale with assets of like kind and purposes or (2) insurance and condemnation proceeds from any single occurrence of less than \$10,000,000 to the extent such proceeds are applied to repair or replace the assets subject to the casualty or condemnation giving rise to the payment of such proceeds.

“**Asset Sale Proceeds Reserve Account**” shall mean account number 556261 maintained at The Bank of New York Mellon into which Asset Sale Proceeds will be deposited in accordance with paragraph 5D.

“**Available Excess Cash Flow**” shall mean, for any Fiscal Quarter ending after the Closing Date, the Excess Cash Flow for such Fiscal Quarter, minus the Accumulated Cash Flow Deficit as of the last day of the immediately preceding Fiscal Quarter.

“**Bankruptcy Law**” shall have the meaning specified in clause (vii) of paragraph 8A.

“**Blocked Person**” shall have the meaning specified in paragraph 9K(i).

“**Business Day**” shall mean any day on which banks are open for business in New York City (other than a Saturday, a Sunday or a legal holiday in the States of New York or Nebraska).

“**Capital Expenditures**” shall mean, with respect to any Person, all expenditures by such Person which should be capitalized in accordance with GAAP and, without duplication, the amount of all Capitalized Lease Obligations incurred by such Person.

“**Capitalized Lease Obligations**” shall mean, with respect to any Person, all rental obligations of such Person which, under GAAP, are or will be required to be capitalized on the books of such Person; and the amount of such Capitalized Lease Obligations outstanding shall be deemed to be the amount thereof accounted for as indebtedness in accordance with GAAP.

“**Carryforward Amount**” shall mean, in determining the Reduction Amount applicable to any Fiscal Year, an amount equal to the lesser of (i) \$2,400,000 and (ii) to the extent in excess of \$16,000,000, the aggregate amount of all prepayments of principal of the Notes made in the immediately preceding Fiscal Year pursuant to paragraphs 5B and 5C and all other prepayments; provided that, notwithstanding the foregoing, the Carryforward Amount shall be equal to zero for purposes of determining the Reduction Amount applicable to any date occurring during the Fiscal Year ending in September, 2012.

“**Cash Equivalents**” shall mean investments described in clauses (vi) through (xiii) and clauses (xvii) through (xx) of paragraph 7C(3).

“**Cash Flow Deficit**” shall mean (i) for the Fiscal Quarter ending March 25, 2012, the amount by which (A) the aggregate amount of all Unrestricted Cash held by Pulitzer and its Subsidiaries on a consolidated basis as at the close of business on January 30, 2012 (immediately prior to giving effect to the issuance of the December 2015 Notes as contemplated by paragraph 2B of the Prior Note Agreement) exceeded (B) the aggregate amount of all Unrestricted Cash held by Pulitzer and its Subsidiaries on a consolidated basis as at the close of business on March 25, 2012, and (ii) for each Fiscal Quarter of Pulitzer ending thereafter, an amount equal to (A) the amount by which (1) the aggregate amount of all Unrestricted Cash held by Pulitzer and its Subsidiaries on a consolidated basis as at the close of business on the last day of the immediately preceding Fiscal Quarter exceeded (2) the aggregate amount of all Unrestricted Cash held by Pulitzer and its Subsidiaries on a consolidated basis as at the close of business on the last day of the fiscal quarter then ending.

“**Change of Control**” shall mean (i) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act as in effect on the Closing Date) (A) is or shall become the “beneficial owner” (as defined in Rules 13(d)-3 and 13(d)-5 under the Exchange Act as in effect on the Closing Date), directly or indirectly, of 50% or more on a fully diluted basis of the Voting Equity Interests of Lee or (B) shall have obtained the power (whether or not exercised) to elect a majority of Lee’s directors, (ii) the board of directors of Lee shall cease to consist of a majority of Continuing Directors, (iii) the failure of Lee to directly or indirectly hold 100% of the Equity Interests of any Obligor (it being understood that the “phantom equity interests” to be held by Herald, as contemplated by the Redemption Agreement (as in effect on the Closing Date), shall be deemed not to be an Equity Interest for purposes of this definition) or (iv) a “change of control” or similar event shall occur as provided in the Credit Agreement, the Second Lien Loan Agreement, any Permitted Refinancing Debt (or any documentation governing the same) or any other agreement evidencing Debt of Lee or any Subsidiary of Lee with an aggregate outstanding principal amount of at least \$25,000,000.

“**Change of Control Notice**” shall have the meaning specified in paragraph 5E.

“**Change of Control Prepayment Date**” shall have the meaning specified in paragraph 5E.

“**Claims**” shall have the meaning specified in paragraph 6G.

“**Closing Date**” shall have the meaning specified in paragraph 3.

“**Code**” shall mean the Internal Revenue Code of 1986, as amended.

“**Collateral**” shall have the meaning specified in the Security Agreement.

“**Collateral Agent**” shall mean The Bank of New York Mellon Trust Company, N.A. in its capacity as collateral agent for the holders from time to time of the Notes, together with its successors and assigns in such capacity.

“**Collateral Documents**” shall mean the Security Agreement, the Pledge Agreement, the Deeds of Trust, the Trademark Security Agreements, the Copyright Security Agreements, the Account Control Agreement and each of the other security agreements, pledge agreements, trademark security agreements, copyright security agreements, deeds of trust, mortgages, leasehold mortgages, account control agreements or other agreements or instruments from time to time executed and delivered pursuant to the terms hereof or thereof that grants or purports to grant a Lien in favor of the Collateral Agent securing the obligations of the Credit Parties under this Agreement, any of the Notes and/or the other Transaction Documents, as each may be amended, restated, supplemented or otherwise modified from time to time, together with all financing statements or comparable documents filed with respect thereto under the Uniform Commercial Code of any jurisdiction or comparable law.

“**Consolidated Debt**” shall mean, with respect to Pulitzer and its Subsidiaries on any date of determination, (i) total Debt of Pulitzer and its Subsidiaries, determined on a consolidated basis in accordance with GAAP, *minus* (ii) the aggregate amount of all Debt permitted by paragraph 7G(iv) hereof.

“**Consolidated EBITDA**” shall mean, for any period, Consolidated Net Income for such period, *plus*, all amounts deducted or excluded in the computation thereof on account of (without duplication) (a) Consolidated Interest Expense, (b) depreciation and amortization expense, (c) income and profits taxes, (d) Restricted Intercompany Charges to Pulitzer permitted under paragraph 7C(7)(i) but not paid or settled in cash and properly allocable to such period in accordance with GAAP, (e) any curtailment charges relating to the reduction or elimination of benefits under any Plan maintained by Pulitzer or its Subsidiaries, and (f) the fees paid pursuant to paragraph 4Q to the extent not capitalized or otherwise deferred and amortized *minus*, to the extent included in Consolidated Net Income for such period (without duplication), (x) cash interest income for such period and (y) for the avoidance of doubt, any curtailment gains relating to any reduction or elimination of benefits under any Plan.

“**Consolidated Interest Expense**” shall mean, for any period, for Pulitzer and its Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, the sum of all amounts which would be deducted in computing Consolidated Net Income on account of interest on Debt (including (whether or not so deducted) (i) imputed interest in respect of Capitalized Lease Obligations, (ii) the “deemed interest expense” (i.e., the interest expense which would have been applicable if the respective obligations were structured as on-balance sheet financing arrangements) with respect to all Debt of Pulitzer and its Subsidiaries of the type described in clause (x) of the definition of “Debt” (to the extent same does not arise from a financing arrangement constituting an operating lease), and (iii) all commissions, discounts and other regularly accruing commitment, letter of credit and other banking fees and charges, but excluding (x) amortization of debt discount and expense and (y) other non-cash interest expense.

“**Consolidated Net Income**” shall mean, for any period, the net income (or loss) of Pulitzer and its Subsidiaries for such period, determined on a consolidated basis in accordance with GAAP, excluding:

(a) any gains arising from (i) the sale or other disposition of any assets (other than current assets) to the extent that the aggregate amount of the gains during such period exceeds the aggregate amount of the losses during such period from the sale, abandonment or other disposition of assets (other than current assets), (ii) any write-up of assets or (iii) the acquisition of outstanding securities of Pulitzer or any of its Subsidiaries;

(b) any losses arising from the sale or other disposition of any assets (other than current assets) to the extent the aggregate amount of losses during such period exceeds the aggregate amount of gains during such period from such sale;

(c) any amount representing any interest in the undistributed earnings of (i) any other Person that is not a Subsidiary of Pulitzer, (ii) TNI Partners and (iii) any other Subsidiary of Pulitzer that is accounted for by Pulitzer by the equity method of accounting;

(d) any earnings, prior to the date of acquisition, of any Person acquired in any manner, and any earnings of any Subsidiary of Pulitzer acquired prior to its becoming a Subsidiary of Pulitzer;

(e) any earnings of a successor to or transferee of the assets of Pulitzer prior to its becoming such successor or transferee;

(f) any deferred credit (or amortization of a deferred credit) arising from the acquisition of any Person;

(g) any extraordinary gains or extraordinary losses not covered by clause (a) or (b) above;

(h) any non-cash charges related to goodwill and asset write-offs and write-downs;

(i) any other non-cash gains or losses; and

(j) amortization of debt discounts and expenses for such period.

“**Continuing Directors**” shall mean the directors of Lee on the Closing Date and each other director if such director’s nomination for election to the board of directors of Lee is recommended by a majority of the then Continuing Directors.

“**Controlled Entity**” means any of the Subsidiaries of any Obligor and any of their or any Obligor’s respective Controlled Affiliates. As used in this definition, “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

“**Copyright Security Agreements**” shall have the meaning specified in paragraph 4M(5).

“**Credit Agreement**” shall have the meaning specified in paragraph 4J.

“**Credit Agreement Amendment**” shall have the meaning specified in paragraph 4J.

“**Credit Party**” shall mean Pulitzer, STL Post-Dispatch and the Subsidiary Guarantors.

“**Debt**” shall mean and include without duplication:

(i) all obligations for borrowed money or obligations represented by notes payable and drafts accepted representing extensions of credit, all obligations evidenced by bonds, debentures, notes or other similar instruments and all obligations upon which interest charges are customarily paid;

(ii) Capitalized Lease Obligations;

(iii) indebtedness secured by any Lien existing on property owned by any Obligor or any Subsidiary subject to such Lien, whether or not the indebtedness secured thereby shall have been assumed by any Obligor or any Subsidiary;

(iv) guarantees, endorsements (other than endorsements of negotiable instruments for collection in the ordinary course of business) and other contingent liabilities (whether direct or indirect) in connection with the obligations, indebtedness, stock or dividends of any Person;

(v) obligations under any contract providing for the making of loans, advances or capital contributions to any Person, or for the purchase of any property from any Person, in each case in order to enable such Person primarily to maintain working capital, net worth or any other balance sheet condition or to pay debt, dividends or expenses;

(vi) obligations under any contract for the purchase of materials, supplies or other property from any Person if such contract (or any related document) requires that payment for such materials, supplies or other property shall be made regardless of whether or not delivery of such materials, supplies or other property is ever made or tendered;



(vii) obligations under any contract to rent or lease (as lessee) any real or personal property if such contract (or any related document) provides that the obligation to make payments thereunder is absolute and unconditional under conditions not customarily found in commercial leases then in general use or requires that the lessee purchase or otherwise acquire securities or obligations of the lessor;

(viii) obligations under any contract for the sale or use of materials, supplies or other property, or the rendering of services, if such contract (or any related document) requires that payment for such materials, supplies or other property, or the use thereof, or payment for such services, shall be subordinated to any indebtedness (of the purchaser or user of such materials, supplies or other property or the Person entitled to the benefit of such services) owed or to be owed to any Person;

(ix) obligations under any other contract which, in economic effect, is substantially equivalent to a guarantee;

(x) all Off-Balance Sheet Liabilities; and

(xi) all Swaps;

provided, however, that Debt shall not include (a) loans, advances and capital contributions by any Credit Party to any other Credit Party, (b) the guaranty of the obligations of any Obligor or any of their respective Subsidiaries under an executory contract to purchase or sell a business, (c) the obligation to redeem the phantom equity interests referred to in clause (iii) of the definition of "Change of Control" or (d) any activities permitted pursuant to Section 7C(3) that would otherwise be Debt thereunder due to any of clauses (iv), (ix) or (xi) above.

**"December 2015 Notes"** shall mean the adjustable rate senior notes of STL Post-Dispatch, issued on January 30, 2012, which were redeemed in full on the Closing Date with the proceeds of the Notes.

**"Deeds of Trust"** shall have the meaning specified in paragraph 4M(3).

**"Default"** shall mean any of the events specified in paragraph 8A, whether or not the giving of notice, the passage of time or any other requirement for such event to become an Event of Default has been satisfied.

**"Deferred Intercompany Notes"** shall mean the collective reference to (a) the promissory note, dated October 1, 2002, made by Lee Publications, Inc. payable to Lee Consolidated Holdings Co., as successor by assignment to Lee Enterprises, Incorporated in the original principal amount of \$264,000,000, (b) the revolving line of credit promissory note, dated October 1, 2002, made by Lee payable to Lee Consolidated Holdings Co., (c) the promissory note, dated July 1, 2002, made by Lee Publications, Inc. payable to Lee Consolidated Holdings Co., in the original principal amount of \$59,300,000, and (d) the promissory note, dated July 1, 2002, made by Sioux City Newspapers, Inc. payable to Lee Consolidated Holdings Co., in the original principal amount of \$59,300,000, as each such note is amended, restated, modified and/or supplemented from time to time, and any replacements or refinancings thereof.

**“Distribution”** shall mean, in respect of any corporation, association or other business entity:

(a) dividends or other distributions or payments on capital stock or other equity interest of such corporation, association or other business entity (except distributions in such stock or other equity interest); and

(b) the redemption or acquisition of such stock or other equity interests or of warrants, rights or other options to purchase such stock or other equity interests (except when solely in exchange for such stock or other equity interests) unless made, contemporaneously, from the net proceeds of a sale of such stock or other equity interests.

**“Environmental Laws”** shall mean any and all Federal, state, local, and foreign statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions relating to pollution and the protection of the environment or the release of any materials into the environment, including but not limited to those related to Hazardous Materials.

**“Equity Interests”** of any Person shall mean any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any common stock, any preferred stock, any limited or general partnership interest and any limited liability company membership interest.

**“ERISA”** shall mean the Employee Retirement Income Security Act of 1974, as amended.

**“ERISA Affiliate”** shall mean with respect to any Obligor, any other Person (or any trade or business, whether or not incorporated) that is under common control with such Obligor within the meaning of Section 414 of the Code.

**“Event of Default”** shall mean any of the events specified in paragraph 8A, provided that the giving of notice, the passage of time or any other requirement set forth in such paragraph for such event to become an Event of Default has been satisfied.

**“Excess Cash Flow”** shall mean an amount, if positive, equal to (i) for the Fiscal Quarter ending March 25, 2012, (a) the aggregate amount of all Unrestricted Cash held by Pulitzer and its Subsidiaries on a consolidated basis as at the close of business on March 25, 2012, minus (b) the greater of (A) the aggregate amount of all Unrestricted Cash held by Pulitzer and its Subsidiaries on a consolidated basis as at the close of business on the Closing Date and (B) \$10,000,000 and (ii) for each Fiscal Quarter ending thereafter, (a) the aggregate amount of all Unrestricted Cash held by Pulitzer and its Subsidiaries on a consolidated basis as at the close of business on the last day of such Fiscal Quarter, minus (b) the greater of (A) the aggregate amount of all Unrestricted Cash held by Pulitzer and its Subsidiaries on a consolidated basis as at the close of business on the last day of the immediately preceding Fiscal Quarter and (B) \$10,000,000.

**“Excess Cash Flow Sweep Prepayment”** shall have the meaning specified in paragraph 5B.

“**Exchange Act**” shall mean the Securities Exchange Act of 1934, as amended, or any successor federal statute, and the rules and regulations of the United States Securities and Exchange Commission promulgated thereunder, all as the same shall be in effect from time to time.

“**Excluded TNI Assets**” shall mean all real and personal property of Star Publishing which is leased to or used in the operations or business of TNI Partners, and all proceeds of any of the foregoing. For the avoidance of doubt, “Excluded TNI Assets” shall not include any Equity Interests in TNI Partners.

“**Fair Market Value**” shall mean, at any time and with respect to any property, the sale value of such property that would be realized in an arm’s-length sale at such time between an informed and willing buyer and an informed and willing seller (neither being under a compulsion to buy or sell).

“**Fiscal Quarter**” shall refer to a fiscal quarter of a Fiscal Year.

“**Fiscal Year**” shall mean the fiscal year of Pulitzer ending on the last Sunday of September of each calendar year.

“**GAAP**” means generally accepted accounting principles in the United States, as in effect from time to time.

“**Governmental Authority**” shall mean

(a) the government of

(i) the United States of America and any state or other political subdivision thereof; or

(ii) any other nation and any state or political subdivision thereof in which Pulitzer or a Subsidiary of Pulitzer conducts all or any part of its business, or that properly asserts any jurisdiction over the conduct of the affairs of or the property of Pulitzer or any of its Subsidiaries; and

(b) any agency, authority, instrumentality, regulatory body, court, central bank, securities exchange or any other entity exercising executive, legislative, judicial, taxing, regulatory or administrative functions of, or pertaining to, any such government (including supra-national bodies).

“**Hazardous Materials**” shall mean any and all pollutants, toxic or hazardous wastes or other substances that pose a hazard to health and safety, the removal of which may be required or the generation, manufacture, refining, production, processing, treatment, storage, handling, transportation, transfer, use, disposal, release, discharge, spillage, seepage or filtration of which is or shall be restricted, prohibited or penalized by any applicable law, including, without limitation, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum products, lead based paint, radon gas or similar restricted, prohibited or penalized substances.

“**Herald**” shall mean The Herald Company, LLC, a New York limited liability company and the successor to The Herald Company, Inc., a New York corporation.

“**including**” shall mean, unless the context clearly requires otherwise, “including without limitation”.

“**INHAM Exemption**” shall have the meaning specified in paragraph 10B(v).

“**Institutional Investor**” means (a) any Purchaser, (b) any holder of a Note holding (together with one or more of its affiliates) more than 3% of the aggregate principal amount of the Notes then outstanding, (c) any bank, trust company, savings and loan association or other financial institution, any pension plan, any investment company, any insurance company, any broker or dealer, or any other similar financial institution or entity, regardless of legal form, and (d) any Related Fund of any holder of any Note.

“**Intercreditor Agreement**” shall have the meaning specified in paragraph 4L.

“**Intercreditor Agreement Amendment**” shall have the meaning specified in paragraph 4L.

“**Interest Rate Protection Agreement**” shall mean any interest rate swap agreement, interest rate cap agreement, interest collar agreement, interest rate hedging agreement or other similar agreement or arrangement.

“**Lee**” shall mean Lee Enterprises, Incorporated, a Delaware corporation.

“**Lee Company**” shall mean any Person (other than Pulitzer or any of its Subsidiaries) a majority of the outstanding Equity Interests of which are owned directly or indirectly by Lee.

“**Lee Payable**” shall mean, at any time, the aggregate amount owing to Pulitzer by Lee Publications.

“**Lee Procurement**” shall mean Lee Procurement Solutions Co., an Iowa corporation.

“**Lee Publications**” shall mean Lee Publications, Inc., a Delaware corporation.

“**LIBOR**” means the rate per annum (rounded upwards, if necessary, to the next higher one hundred-thousandth of a percentage point) for deposits in US Dollars for a 90-day period which appears on the Telerate page 3750 (or if such page is not available, the Reuters Screen LIBO page) as of 11:00 a.m. (London, England time) on the date two (2) Business Days before the commencement of the applicable interest period. “Reuters Screen LIBO Page” means the display designated as the “LIBO” page on the Reuters Monetary Money Rates Service (or such other page as may replace the LIBO page on the service or such other service as may be nominated by the British Bankers’ Association as the information vendor for the purpose of displaying British Banker’s Association Interest Settlement Rates for Dollar deposits).

“**Lien**” shall mean any mortgage, pledge, security interest, encumbrance, lien or charge of any kind (including any agreement to give any of the foregoing, any conditional sale or other title retention agreement, any lease in the nature thereof, and the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction) or any other type of preferential arrangement for the purpose, or having the effect, of protecting a creditor against loss or securing the payment or performance of an obligation, provided, that in no event shall the term “Lien” include any right, title or interest of a lessor with respect to any lease of real or personal property under which the lessee’s obligations are not Capitalized Lease Obligations.

“**Limited Liability Company Agreement**” shall mean the Operating Agreement of STL Post-Dispatch, dated as of May 1, 2000, entered into by and among Pulitzer, Pulitzer Technologies, Inc. and Herald, as amended by Amendment No. 1 to Operating Agreement dated as of June 1, 2001 and Amendment Number 2 to Operating Agreement dated as of February 18, 2009 and as the same may be further amended, restated, supplemented or otherwise modified from time to time.

“**Material Adverse Effect**” shall mean a material adverse effect on (a) the business, financial condition, assets or properties of Pulitzer and its Subsidiaries taken as a whole, or (b) the ability of STL Post-Dispatch, Pulitzer or the Credit Parties (taken as a whole) to perform its or their obligations under this Agreement, the Notes or any other Transaction Document, or (c) the validity or enforceability of this Agreement, the Notes or any other Transaction Document.

“**Material IP**” shall mean those patents, trademarks, permits, domain names, service marks, trade names, copyrights, licenses, franchises, inventions, trade secrets, proprietary information and know-how listed on Schedule 11B hereto.

“**Material Lee Subsidiary**” shall mean Lee Procurement Solutions Co., Lee Publications and each other Subsidiary of Lee whose revenues represent 25% of consolidated revenues of Lee or whose assets represent 25% of consolidated assets of Lee, in each case as determined on a consolidated basis in accordance with GAAP.

“**Material Subsidiary**” shall mean any Subsidiary of Pulitzer (whether now existing or hereafter acquired or organized) which has gross assets of more than \$10,000,000 or has contributed more than 5% of the consolidated revenues of Pulitzer and its Subsidiaries (in each case as reflected in the consolidated and consolidating financial statements of Pulitzer and its Subsidiaries as of the end of the most recently concluded Fiscal Year).

“**Moody’s**” shall mean Moody’s Investors Service, Inc.

“**Multiemployer Plan**” shall mean any employee pension benefit plan which is a “multiemployer plan” (as such term is defined in section 4001(a)(3) of ERISA), to which any Obligor or any of their respective ERISA Affiliates makes or is obligated to make contributions.

“**NAIC**” means the National Association of Insurance Commissioners or any successor thereto.

“**NAIC Annual Statement**” shall have the meaning specified in paragraph 10B(i).

**“Note Obligations”** shall mean all amounts owing to any holder of Notes pursuant to the terms of this Agreement and each other Transaction Document, including, without limitation, all amounts in respect of any principal, premium, interest (including any interest, fees and/or expenses accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding, whether or not such interest, fees and/or expenses are an allowed claim under any such proceeding or under applicable state, federal or foreign law), penalties, fees, expenses, indemnifications, reimbursements, damages and other liabilities, and guarantees of the foregoing amounts.

**“Notes”** shall have the meaning specified in paragraph 2A and shall include each Note delivered pursuant to any provision of this Agreement, as each such Note may be amended, restated or otherwise modified from time to time.

**“Obligors”** shall have the meaning specified in the introductory paragraph of this Agreement.

**“OFAC”** shall have the meaning specified in paragraph 9K(i).

**“OFAC Listed Person”** shall have the meaning specified in paragraph 9K(i).

**“OFAC Sanctions Program”** shall mean any economic or trade sanction that OFAC is responsible for administering and enforcing. A list of OFAC Sanctions Programs may be found at <http://www.ustreas.gov/offices/enforcement/ofac/programs/>.

**“Off-Balance Sheet Liabilities”** of any Person shall mean (i) any repurchase obligation or liability of such Person with respect to accounts or notes receivable sold by such Person, (ii) any liability of such Person under any sale and leaseback transactions that do not create a liability on the balance sheet of such Person, (iii) any obligation under a Synthetic Lease or (iv) any obligation arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the balance sheet of such Person.

**“Officer’s Certificate”** shall mean a certificate signed in the name of STL Post-Dispatch, Pulitzer or a Subsidiary Guarantor, as applicable, by its President, one of its Vice Presidents or its Treasurer, or such other Responsible Officer as shall be reasonably acceptable to the Purchasers.

**“Original Credit Agreement”** shall have the meaning specified in paragraph 4J.

**“Original Intercreditor Agreement”** shall have the meaning specified in paragraph 4L.

**“Original Second Lien Loan Agreement”** shall have the meaning specified in paragraph 4K.

**“Other Hedging Agreements”** shall mean any foreign exchange contracts, currency swap agreements, commodity agreements or other similar arrangements, or arrangements designed to protect against fluctuations in currency values or commodity prices.

“**PBGC**” shall mean the Pension Benefit Guaranty Corporation, or any successor or replacement entity thereto under ERISA.

“**Permitted Liens**” shall have the meaning specified in paragraph 7C(1).

“**Permitted Refinancing Debt**” shall mean Debt solely of the Lee Companies so long as (i) the proceeds of such Debt are used solely to refinance in full the Debt outstanding under the Credit Agreement or the Second Lien Loan Agreement at such time and to pay reasonable fees and expenses incurred in connection with obtaining such Debt, (ii) such Debt does not have any amortization, redemption, sinking fund, maturity or similar requirement prior to the maturity date of the Debt under the Credit Agreement or the Second Lien Loan Agreement (as applicable) as in effect on, and after giving effect to, the Closing Date and the Specified Debt Amendments or as thereafter amended or modified in accordance with the terms thereof and hereof, other than for amortization payments or prepayments prior to final maturity on terms, in the aggregate, no more restrictive than those set forth in the Credit Agreement or the Second Lien Loan Agreement as in effect on, and after giving effect to, the Closing Date and the Specified Debt Amendments or as thereafter amended or modified in accordance with the terms thereof and hereof, (iii) in the case of any refinancing of the Second Lien Loan Agreement, the aggregate principal amount of such Permitted Refinancing Debt shall not be more than the principal amount outstanding as of this date, which is \$175,000,000, (iv) the terms thereof are no less favorable to, and no more burdensome on, the Credit Parties than those set forth in the Credit Agreement or the Second Lien Loan Agreement (as applicable) in any material respect, in each case than the terms of such agreements as in effect on, and after giving effect to, the Closing Date and the Specified Debt Amendments or as thereafter amended or modified in accordance with the terms thereof and hereof, (v) such Indebtedness contains no restrictions, conditions or other limitations on any Credit Party’s ability to make any required payment of principal or interest in respect of any obligations under this Agreement or the other Transaction Documents that are more restrictive in the aggregate than the Credit Agreement and the Second Lien Loan Agreement, in the forms in effect as of this date after giving effect to the Specified Debt Amendments (and no other amendments or modifications), respectively and (vi) all of the other terms and conditions thereof (and the documentation with respect thereto) are in form and substance reasonably satisfactory to the Required Holders.

“**Person**” shall mean and include an individual, a partnership, a joint venture, a firm, a corporation, an association, a limited liability company, a trust or other enterprise or any government or political subdivision or any department, agency or instrumentality thereof.

“**Plan**” shall mean any “employee pension benefit plan” (as such term is defined in section 3 of ERISA) which is or has been established or maintained, or to which contributions are or have been made, by any Obligor or any of their respective ERISA Affiliates, other than a Multiemployer Plan.

“**Pledge Agreement**” shall have the meaning specified in paragraph 4M(1).

“**Prior Note Agreement**” shall mean the Note Agreement dated as of January 30, 2012 pursuant to which the December 2015 Notes were issued.

**“Priority Debt”** shall mean, with respect to Pulitzer and its Subsidiaries on any date of determination, the aggregate amount of all Debt of Pulitzer secured by a Lien plus all secured and unsecured Debt of all Subsidiaries (excluding Debt represented by the Notes and the Subsidiary Guaranty Agreement).

**“Prohibited Transaction”** shall have the meaning assigned to such term in Section 4975 of the Code and Section 406 of ERISA.

**“PTE”** shall have the meaning specified in paragraph 10B(i).

**“Pulitzer”** shall have the meaning specified in the introductory paragraph of this Agreement.

**“Pulitzer Entities”** shall mean all Credit Parties with the exception of Star Publishing.

**“Purchaser”** shall mean a holder of a Note. A list of the initial Purchasers as of the Closing Date is attached hereto as Schedule A.

**“QPAM Exemption”** shall have the meaning specified in paragraph 10B(iv).

**“Redemption Agreement”** means the Redemption Agreement, dated as of February 18, 2009, among STL Post-Dispatch, STL Distribution Services LLC, a Delaware limited liability company, The Herald Publishing Company, LLC, a New York limited liability company, Pulitzer and Pulitzer Technologies, Inc. a Delaware corporation.

**“Reduction Amount”** shall mean, as of any date, the sum of each of the following (without duplication):

- (i) all prepayments of principal theretofore paid pursuant to paragraph 5A in the Fiscal Year in which such date falls;
- (ii) all Excess Cash Flow Sweep Prepayments theretofore paid in the Fiscal Year in which such date falls;
- (iii) any Carryforward Amount calculated for the Fiscal Year immediately preceding the Fiscal Year in which such date falls; and
- (iv) all other prepayments in respect of the Notes theretofore paid in the Fiscal Year in which such date falls;

provided, that the Reduction Amount for the 2013 Fiscal Year shall be further increased by \$6,400,000.

**“Related Fund”** means, with respect to any holder of any Note, any fund or entity that (i) invests in securities or bank loans, and (ii) is advised or managed by such holder, the same investment advisor as such holder or by an affiliate of such holder or such investment advisor.



**“Replacement Covenant Notice Date”** shall mean the date (which shall in no event be more than 45 days after the end of any fiscal quarter of Pulitzer) on which Pulitzer shall have delivered written notice to all holders of the Notes (i) certifying that the ratio of (a) Consolidated Debt as of the last day of the most recently ended fiscal quarter of Pulitzer to (b) Consolidated EBITDA for the four consecutive fiscal quarters ended as of such last day is less than or equal to 2.25 to 1.00, and attaching evidence thereof satisfactory to such holders (including computations in reasonable detail), and (ii) electing to replace the covenant set forth in paragraph 7F (i) hereof with the covenant set forth in paragraph 7F(ii) hereof. Upon delivery of such notice, the covenant set forth in paragraph 7F(ii) hereof shall become effective as of the date of the delivery of such notice and, for the avoidance of doubt, shall be deemed to replace irrevocably the covenant set forth in paragraph 7F(i) in its entirety and in all respects and Pulitzer shall not be required to comply with the covenant set forth in paragraph 7F(i) with respect to any fiscal quarter ending thereafter.

**“Reportable Event”** shall mean, any of the events set forth in Section 4043(c) of ERISA, other than an event for which the 30-day notice period has been waived.

**“Required Holders”** shall mean the holders of 51% of the aggregate principal amount of the Notes.

**“Response Date”** shall have the meaning specified in paragraph 5E.

**“Responsible Officer”** shall mean the chief executive officer, chief operating officer, chief administrative officer or chief financial officer of any Credit Party or any other officer of such Credit Party involved principally in its financial administration or its controllership function.

**“Restricted Intercompany Charges”** shall mean charges by any Lee Company to Pulitzer or any of its Subsidiaries for (i) the provision by any Lee Company of goods and services for the benefit of Pulitzer or any of its Subsidiaries to the extent arising from cost-savings measures adopted in accordance with paragraph 7C(7)(i)(e)(2) hereof, including, but not limited to transactions related to the integrated operations of Bloomington, IL and Decatur, IL and regional design centers, (ii) procurement services furnished by Lee Procurement in connection with obtaining newsprint from third parties for the benefit of Pulitzer or any of its Subsidiaries, (iii) the corporate overhead of the Lee Companies (including, without limitation, management, administration, financial services, legal, human resources, building services, editorial support, and Lee Lodge facilities), (iv) fees for (a) Lee corporate sales and marketing, (b) Lee information technology services, (c) digital service/online fees, and (d) audit and consulting fees, (v) compensation of publishers, (vi) fees for Lee regional call centers and regional finance center services and (vii) compensation of outside directors, in the case of the foregoing subclauses (iv) (a) to (d), (v), (vi) and (vii) inclusive, only to the extent actually paid by any Lee Company. The nature, allocation and payment method of the charges referred to in the foregoing clauses (ii) to (v), inclusive, shall be consistent with practices used in the period from the fiscal quarter of Pulitzer ending in March 2009 through the fiscal quarter of Pulitzer ending in September 2012; provided, that, for the avoidance of doubt, the charges referred to in the foregoing clause (iii) shall be paid by a reduction in the Lee Payable and not in cash.

**“Restricted Payment”** shall mean

(a) any Distribution in respect of Pulitzer or any Subsidiary of Pulitzer (other than (i) on account of capital stock or other equity interests of a Subsidiary of Pulitzer owned legally and beneficially by Pulitzer or another Subsidiary of Pulitzer or (ii) a Distribution payable in stock or other equity interests of Pulitzer), including, without limitation, any Distribution resulting in the acquisition by Pulitzer of securities which would constitute treasury stock, and

(b) any payment, repayment, redemption, retirement, repurchase or other acquisition, direct or indirect, by Pulitzer or any Subsidiary of, on account of, or in respect of, the principal of any Subordinated Debt (or any installment thereof) prior to the regularly scheduled maturity date thereof (as in effect on the date such Subordinated Debt was originally incurred).

For purposes of this Agreement, the amount of any Restricted Payment made in property shall be the greater of (x) the Fair Market Value of such property (as determined in good faith by the board of directors (or equivalent governing body) of the Person making such Restricted Payment) and (y) the net book value thereof on the books of such Person, in each case determined as of the date on which such Restricted Payment is made.

**“S&P”** shall mean Standard & Poor’s Ratings Services, a division of McGraw-Hill, Inc.

**“Second Lien Debt Documents”** shall have the meaning set forth by the term “Credit Documents” in the Second Lien Loan Agreement (as in effect on the date hereof).

**“Second Lien Loan Agreement”** shall have the meaning specified in paragraph 4K.

**“Second Lien Loan Agreement Amendment”** shall have the meaning specified in paragraph 4K.

**“Secured Obligations”** shall have the meaning specified in the Security Agreement.

**“Securities Act”** shall mean the Securities Act of 1933, as amended.

**“Security Agreement”** shall have the meaning specified in paragraph 4M(2).

**“Source”** shall have the meaning specified in paragraph 10B.

**“Specified Debt”** means the Debt and other obligations outstanding pursuant to the Specified Debt Agreements.

**“Specified Debt Agreements”** means the Credit Agreement, the Second Lien Loan Agreement, the Intercreditor Agreement, and any note, collateral agreement, security agreement, mortgage, deed of trust, pledge agreement or any other document, instrument or writing entered into in connection with any of the foregoing.

**“Specified Debt Amendments”** means the Credit Agreement Amendment, the Second Lien Loan Agreement Amendment and the Intercreditor Agreement Amendment.

“**Star Publishing**” shall mean Star Publishing Company, an Arizona corporation.

“**STL Post-Dispatch**” shall have the meaning specified in the introductory paragraph of this Agreement.

“**Subordinated Debt**” shall mean any Debt that is in any manner subordinated in right of payment or security in any respect to Debt evidenced by the Notes.

“**Subsidiary**” shall mean, as to any Person, any other Person in which such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries owns sufficient equity or voting interests to enable it or them (as a group) ordinarily, in the absence of contingencies, to elect a majority of the directors (or Persons performing similar functions) of such second Person, and any partnership or joint venture if more than a 50% interest in the profits or capital thereof is owned by such first Person or one or more of its Subsidiaries or such first Person and one or more of its Subsidiaries (unless such partnership or joint venture can and does ordinarily take major business actions without the prior approval of such Person or one or more of its Subsidiaries). For the avoidance of doubt, TNI Partners shall not constitute a “Subsidiary” of Pulitzer or STL Post-Dispatch. Unless the context otherwise clearly requires, any reference to a “Subsidiary” is a reference to a Subsidiary of Pulitzer.

“**Subsidiary Guarantors**” shall mean all Subsidiaries of Pulitzer that are parties to the Subsidiary Guaranty Agreement.

“**Subsidiary Guaranty Agreement**” shall have the meaning specified in paragraph 4I.

“**SVO**” means the Securities Valuation Office of the NAIC or any successor to such Office.

“**Swap**” shall mean, with respect to any Person, payment obligations with respect to interest rate swaps, currency swaps and similar obligations obligating such Person to make payments, whether periodically or upon the happening of a contingency.

“**Synthetic Lease**” shall mean a lease transaction under which the parties intend that (i) the lease will be treated as an “operating lease” by the lessee and (ii) the lessee will be entitled to various tax and other benefits ordinarily available to owners (as opposed to lessees) of like property.

“**Tax Sharing Agreement**” shall have the meaning specified in paragraph 4P.

“**TNI Agreement**” shall mean that certain Amended and Restated Partnership Agreement, dated as of November 30, 2009, by and among Star Publishing and Citizen Publishing Company.

“**TNI Partners**” shall mean TNI Partners, a general partnership formed under the laws of the State of Arizona pursuant to the terms of the TNI Agreement.

“**Trademark Security Agreements**” shall have the meaning specified in paragraph 4M(4).

“**Transaction Documents**” shall mean this Agreement, the Notes, the Subsidiary Guaranty Agreement, the Collateral Documents, the Intercreditor Agreement and any and all other agreements and certificates from time to time executed and delivered by or on behalf of any Credit Party related thereto.

“**Transferee**” shall mean any institutional investor that is a direct or indirect transferee of all or any part of any Note issued under this Agreement.

“**Unrestricted Cash**” means the aggregate amount of all cash and Cash Equivalents held by Pulitzer and its Subsidiaries that are not (i) subject to an escrow or deposit arrangement in favor of one or more Persons (other than a Credit Party) whose consent is necessary for the release of such cash and/or Cash Equivalents from such arrangements (which, for the avoidance of doubt, shall not include a deposit arrangement whereby a deposit, securities or other account is subject to a “springing control” or similar control arrangement, so long as the applicable depository bank, securities intermediary or other applicable institution shall not have exercised its control rights with respect to such account) or (ii) required to be maintained by Pulitzer or its Subsidiaries by reason of applicable corporate law requirements as to capital maintenance, solvency or related matters.

“**Unrestricted Intercompany Transactions**” shall mean transactions between any Lee Company and Pulitzer or any of its Subsidiaries for (i) passing through to Pulitzer or any of its Subsidiaries revenue received by any Lee Company for services rendered by Pulitzer or any of its Subsidiaries for arm’s length transactions with third parties; (ii) payment or reimbursement of costs incurred by Pulitzer and its Subsidiaries for and on behalf of any Lee Company; (iii) passing through to Pulitzer or any of its Subsidiaries of costs incurred by any Lee Company for arm’s length transactions with third parties to the extent the portion of such transactions passing through to Pulitzer or any of its Subsidiaries are for the sole benefit of Pulitzer or any of its Subsidiaries and such costs are specifically identified as such on invoices from third parties, or in the absence of such invoices, are properly allocable to Pulitzer or any of its Subsidiaries on a basis consistent with past practices; (iv) reimbursing any Lee Company for payments made by Lee for payroll or other employee benefit costs incurred directly by (or for the account of) Pulitzer or any of its Subsidiaries, (v) income tax expense or income tax benefits in accordance with the Tax Sharing Agreement, (vi) pension payments from Lee to Pulitzer, and (vii) interest income on the Lee Payable.

“**USA Patriot Act**” means United States Public Law 107-56, Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended from time to time, and the rules and regulations promulgated thereunder from time to time in effect.

“**Voting Equity Interests**” shall mean, as to any Person, any class or classes of outstanding Equity Interests of such Person pursuant to which the holders thereof have the general voting power under ordinary circumstances to elect at least a majority of the board of directors of such Person.

**11C. Accounting and Legal Principles, Terms and Determinations.** All accounting terms used herein which are not expressly defined in this Agreement have the meanings

respectively given to them in accordance with GAAP. Except as otherwise specifically provided herein, (i) all computations made pursuant to this Agreement shall be made in accordance with GAAP, and (ii) all financial statements shall be prepared in accordance with GAAP; provided that, except as otherwise specifically provided herein, all computations of “Excess Cash Flow” and all computations and definitions used in determining compliance with financial covenants shall utilize GAAP and policies in conformity with those used to prepare the audited financial statements of Pulitzer for Pulitzer’s fiscal year ended September 25, 2011. For purposes of determining compliance with the financial covenants contained in this Agreement, any election by STL Post-Dispatch or Pulitzer to measure any financial liability using fair value (as permitted by Accounting Standard Codification Topic No. 825-10-25 – *Fair Value Option* or any similar accounting standard) shall be disregarded and such determination shall be made as if such election had not been made.

#### PARAGRAPH 12 MISCELLANEOUS

**12A. Note Payments.** So long as any Purchaser or its nominee shall be the holder of any Note, the Obligors will make payments of principal of, interest on and any premium payable with respect to such Note, which comply with the terms of this Agreement, by wire transfer of immediately available funds for credit (not later than 1:00 p.m., New York City time, on the date due) to such Purchaser’s account or accounts as specified in Schedule A attached hereto, or such other account or accounts in the United States as such Purchaser may designate in writing, notwithstanding any contrary provision herein or in any Note with respect to the place of payment. No holder shall be required to present or surrender any Note or make any notation thereon, except that upon written request of an Obligor made concurrently with or reasonably promptly after payment or prepayment in full of any Note, the applicable holder shall surrender such Note for cancellation, reasonably promptly after any such request, to such Obligor at its principal executive office.

**12B. Expenses.** Whether or not the transactions contemplated hereby shall be consummated, the Obligors shall pay, and save each Purchaser and any Transferee harmless against liability for the payment of, all out-of-pocket expenses arising in connection with such transactions, including:

- (i) (a) all stamp and documentary taxes and similar charges and (b) costs of obtaining a private placement number for the Notes;
- (ii) document production and duplication charges and the fees and expenses of any special counsel engaged by such Purchaser or such Transferee in connection with (a) this Agreement and the transactions contemplated hereby and (b) any subsequent proposed waiver, amendment or modification of, or proposed consent under, this Agreement, whether or not such the proposed action shall be effected or granted; and
- (iii) the costs and expenses, including attorneys’ fees, incurred by such Purchaser or such Transferee in enforcing (or determining whether or how to enforce) any rights under this Agreement or the Notes or in responding to any subpoena or other legal process served upon such Person in connection with this Agreement or the transactions contemplated hereby or by reason of such Purchaser or such Transferee having acquired any Note, including without limitation costs and expenses incurred in any workout, restructuring or renegotiation proceeding or bankruptcy case.

The obligations of the Obligor under this paragraph 12B shall survive the transfer of any Note or portion thereof or interest therein by any Purchaser or Transferee and the payment of any Note.

**12C. Consent to Amendments.** This Agreement (or any amendment hereto) may be amended or any provision hereof (or of any amendment) may be waived, and the Obligor may take any action herein prohibited, or omit to perform any act herein required to be performed by it, if the Obligor shall obtain the written consent to such amendment, waiver, action or omission to act, of the Required Holder(s) except that, without the written consent of the holder or holders of all Notes at the time outstanding, no amendment to this Agreement shall change the maturity of any Note, or change the principal of, or the rate, method of computation or time of payment of interest on or any premium payable with respect to any Note, or affect the time, amount or allocation of any prepayments, or change the proportion of the principal amount of the Notes required with respect to any consent, amendment, waiver or declaration. Each holder of any Note at the time or thereafter outstanding shall be bound by any consent authorized by this paragraph 12C, whether or not such Note shall have been marked to indicate such consent, but any Notes issued thereafter may bear a notation referring to any such consent. No course of dealing between any Obligor and the holder of any Note nor any delay in exercising any rights hereunder or under any Note shall operate as a waiver of any rights of any holder of such Note. As used herein and in the Notes, the term “**this Agreement**” and references thereto shall mean this Agreement as it may from time to time be amended or supplemented.

**12D. Form, Registration, Transfer and Exchange of Notes; Lost Notes.** The Notes are issuable as registered notes without coupons in denominations of at least \$100,000, except as may be necessary to (i) reflect any principal amount not evenly divisible by \$100,000 or (ii) enable the registration of transfer by a holder of its entire holding of Notes. Each Obligor shall keep at its principal office a register in which such Obligor shall provide for the registration of Notes and of transfers of Notes. Upon surrender for registration of transfer of any Note at the principal office of any Obligor, the Obligor shall, at their expense, execute and deliver one or more new Notes of like tenor and of a like aggregate principal amount, registered in the name of such transferee or transferees. At the option of the holder of any Note, such Note may be exchanged for other Notes of like tenor and of any authorized denominations, of a like aggregate principal amount, upon surrender of the Note to be exchanged at the principal office of any Obligor. Whenever any Notes are so surrendered for exchange, the Obligor shall, at their expense, execute and deliver the Notes which the holder making the exchange is entitled to receive. Every Note surrendered for registration of transfer or exchange shall be duly endorsed, or be accompanied by a written instrument of transfer duly executed, by the holder of such Note or such holder's attorney duly authorized in writing. Any Note or Notes issued in exchange for any Note or upon transfer thereof shall carry the rights to unpaid interest and interest to accrue which were carried by the Note so exchanged or transferred, so that neither gain nor loss of interest shall result from any such transfer or exchange. Upon receipt of written notice from the holder of any Note of the loss, theft, destruction or mutilation of such Note and, in the case of any such loss, theft or destruction, upon receipt of such holder's unsecured indemnity agreement, or in the case of any such mutilation upon surrender and cancellation of such Note, the Obligor will make and deliver a new Note, of like tenor, in lieu of the lost, stolen, destroyed or mutilated Note.

**12E. Persons Deemed Owners; Participations.** Prior to due presentment for registration of transfer, the Obligors may treat the Person in whose name any Note is registered as the owner and holder of such Note for the purpose of receiving payment of principal of, interest on and any premium payable with respect to such Note and for all other purposes whatsoever, whether or not such Note shall be overdue, and the Obligors shall not be affected by notice to the contrary. Subject to the preceding sentence, the holder of any Note may from time to time grant participations in such Note to any Person on such terms and conditions as may be determined by such holder in its sole and absolute discretion, provided that any such participation shall be in an amount of at least \$100,000, provided that no such granting of a participation shall increase or otherwise affect the obligations of the Obligors hereunder.

**12F. Survival of Representations and Warranties; Entire Agreement.** All representations and warranties contained herein or made in writing by or on behalf of the Obligors in connection herewith shall survive the execution and delivery of this Agreement and the Notes, the transfer by a Purchaser of any Note or portion thereof or interest therein and the payment of any Note, and may be relied upon by any Transferee, regardless of any investigation made at any time by or on behalf of any Purchaser or any Transferee. Subject to the preceding sentence, this Agreement, the Notes and the Transaction Documents embody the entire agreement and understanding between the Purchasers and the Obligors and supersede all prior agreements and understandings relating to the subject matter hereof.

**12G. Successors and Assigns.** All covenants and other agreements in this Agreement contained by or on behalf of either of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto (including, without limitation, any Transferee) whether so expressed or not.

**12H. Notices.** All written communications provided for hereunder shall be sent by first class mail or nationwide overnight delivery service (with charges prepaid), facsimile or electronic mail in.pdf format and (i) if to a Purchaser, addressed to it at the address, facsimile number or electronic mail address specified for such communications in Schedule A attached hereto, or at such other address, facsimile number or electronic mail address as such Purchaser shall have specified to the Obligors in writing, (ii) if to any other holder of any Note, addressed to such other holder at such address, facsimile number or electronic mail address as such other holder shall have specified to the Obligors in writing or, if any such other holder shall not have so specified an address, facsimile number or electronic mail address to the Obligors, then addressed to such other holder in care of the last holder of such Note which shall have so specified an address, facsimile number or electronic mail address to the Obligors, and (iii) if to an Obligor, addressed to it at 201 N. Harrison Street, Suite 600, Davenport, IA, 52801, Attention: Vice President, Chief Financial Officer and Treasurer, facsimile: 563-327-2600, e-mail: carl.schmidt@lee.net (with a copy to Lane & Waterman LLP, 220 N. Main Street, Suite 600, Davenport, IA, 52801, Attention: C. D. Waterman III, facsimile: 563-324-1616, e-mail: dwaterman@l-wlaw.com) or at such other address, facsimile number or electronic mail address as such Obligor shall have specified to the holder of each Note in writing.

**12I. Payments due on Non-Business Days.** Anything in this Agreement or the Notes to the contrary notwithstanding, any payment of principal or interest on any Note that is due on a date other than a Business Day shall be made on the next succeeding Business Day. If the date for any payment is extended to the next succeeding Business Day by reason of the preceding sentence, the period of such extension shall not be included in the computation of the interest payable on such Business Day.

**12J. Satisfaction Requirement.** If any agreement, certificate or other writing, or any action taken or to be taken, is by the terms of this Agreement required to be satisfactory to any holder of Notes or to the Required Holder(s), the determination of such satisfaction shall be made by such holder of Notes or the Required Holder(s), as the case may be, in the sole and exclusive judgment (exercised in good faith) of the Person or Persons making such determination.

**12K. Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE LAW OF THE STATE OF NEW YORK EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

**12L. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**12M. Descriptive Headings.** The descriptive headings of the several paragraphs of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

**12N. Counterparts.** This Agreement may be executed in any number of counterparts (or counterpart signature pages), each of which shall be an original but all of which together shall constitute one instrument.

**12O. Independence of Covenants.** All covenants hereunder shall be given independent effect so that if a particular action or condition is prohibited by any one of such covenants, the fact that it would be permitted by an exception to, or otherwise be in compliance within the limitations of, another covenant shall not (i) avoid the occurrence of an Event of Default or Default if such action is taken or such condition exists or (ii) in any way prejudice an attempt by the holders to prohibit (through equitable action or otherwise) the taking of any action by an Obligor or a Subsidiary which would result in an Event of Default or Default.

**12P. Severalty of Obligations.** The obligations of the Purchasers under this Agreement are several obligations. No failure by any Purchaser to perform its obligations under this Agreement shall relieve any other Purchaser or any Obligor of any of its obligations hereunder, and no Purchaser shall be responsible for the obligations of, or any action taken or omitted by, any other Purchaser hereunder.



**12Q. Consent to Jurisdiction; Waiver of Immunities.** Each Obligor hereby irrevocably submits to the jurisdiction of any New York state or Federal court sitting in New York in any action or proceeding arising out of or relating to this Agreement, and each Obligor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in New York state or Federal court. Each Obligor hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. Each Obligor agrees and irrevocably consents to the service of any and all process in any such action or proceeding by the mailing, by registered or certified U.S. mail, or by any other means or mail that requires a signed receipt, of copies of such process to such Obligor at its address set forth in paragraph 12H, and hereby appoints such Person as its agent to receive such service of process. Each Obligor agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this paragraph 12Q shall affect the right of any holder of the Notes to serve legal process in any other manner permitted by law or affect the right of any holder of the Notes to bring any action or proceeding against any Obligor or its property in the courts of any other jurisdiction. To the extent that any Obligor has or hereafter may acquire immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, such Obligor hereby irrevocably waives such immunity in respect of its obligations under this Agreement.

**12R. Waiver of Jury Trial.** The Obligors and the holders of the Notes agree to waive their respective rights to a jury trial of any claim or cause of action based upon or arising out of this Agreement, the Notes, or any dealings between them relating to the subject matter of this transaction and the lender/borrower relationship that is being established. The scope of this waiver is intended to be all-encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. The holders of the Notes and the Obligors each acknowledge that this waiver is a material inducement to enter into this business relationship, that each has already relied on the waiver in entering into this Agreement, and that each will continue to rely on the waiver in their related future dealings. The holders of the Notes and the Obligors further warrant and represent that each has reviewed this waiver with its legal counsel, and that each knowingly and voluntarily waives its jury trial rights following consultation with legal counsel. In the event of litigation, this Agreement may be filed as a written consent to a trial by the court.

**12S. Confidential Information.** For the purposes of this paragraph 12S, “Confidential Information” means information delivered to any holder, by or on behalf of any Obligor, any Subsidiary or Lee in connection with the transactions contemplated by or otherwise pursuant to this Agreement that is proprietary in nature and that was clearly marked or labeled or otherwise adequately identified when received by such holder or financial advisor as being confidential information of such Obligor, such Subsidiary or Lee, provided that such term does not include information that (a) was publicly known or otherwise known to such holder prior to the time of such disclosure, (b) subsequently becomes publicly known through no act or omission by such holder or any person acting on such holder’s behalf, (c) otherwise becomes known to such holder other than through disclosure by any such financial advisor or by any Obligor, any Subsidiary or Lee or (d) constitutes financial statements that are otherwise publicly available. Each holder will

maintain the confidentiality of such Confidential Information delivered to it in accordance with procedures adopted by such holder in good faith to protect confidential information of third parties delivered to such holder, provided that such holder may deliver or disclose Confidential Information described above to (i) its directors, officers, employees, agents, attorneys, trustees and affiliates (to the extent such disclosure relates to or arises from this Agreement, the Notes or any Transaction Documents, or the transactions or provisions of the foregoing), (ii) its financial advisors and other professional advisors who agree to hold confidential the Confidential Information substantially in accordance with the terms of this paragraph 12S, (iii) any other holder of any Note, (iv) any Institutional Investor to which it sells or offers to sell such Note or any part thereof or any participation therein (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this paragraph 12S), (v) any Person from which it offers to purchase any security of any Obligor or Lee (if such Person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this paragraph 12S), (vi) any Governmental Authority having jurisdiction over such holder, (vii) the NAIC or the SVO or, in each case, any similar organization, or any nationally recognized rating agency that requires access to information about such holder's investment portfolio, or (viii) any other Person to which such delivery or disclosure may be necessary or appropriate (w) to effect compliance with any law, rule, regulation or order applicable to such holder, (x) in response to any subpoena or other legal process, (y) in connection with any litigation to which such holder is a party or (z) if an Event of Default has occurred and is continuing, to the extent such holder reasonably believes such delivery and disclosure to be necessary or appropriate in the enforcement or for the protection of the rights and remedies under such holder's Notes, this Agreement or any other Transaction Document or any document relating hereto or thereto. Each holder of a Note, by its acceptance of a Note, will be deemed to have agreed to be bound by and to be entitled to the benefits of this paragraph 12S as though it were a party to this Agreement. On reasonable request by the Obligors in connection with the delivery to any holder of a Note of information required to be delivered to such holder under this Agreement or requested by such holder (other than a holder that is a party to this Agreement or its nominees), such holder will enter into an agreement with the Obligors embodying the provisions of this paragraph 12S.

***[Remainder of Page Intentionally Left Blank; Signature Pages Follow]***

Please sign the form of acceptance on the enclosed counterpart of this Agreement and return the same to the Obligors, whereupon this Agreement shall become a binding agreement between the Obligors and each Purchaser.

Very truly yours,

**ST. LOUIS POST-DISPATCH LLC**

By: Pulitzer Inc., Managing Member

By: /s/ Carl G. Schmidt

Name: Carl G. Schmidt

Title: Treasurer

**PULITZER INC.**

By: /s/ Carl G. Schmidt

Name: Carl G. Schmidt

Title: Treasurer

The foregoing Agreement is  
hereby accepted as of the  
date first above written.

**BH FINANCE LLC**

By: /s/ Marc D. Hamburg

Name: Marc D. Hamburg

Title: President

**SCHEDULE A**  
**PURCHASER SCHEDULE**

	<b>Aggregate Principal Amount of Notes to be Purchased</b>
<b>BH Finance LLC</b>	<b>\$94,000,000</b>

Address for notices:

BH Finance LLC  
3555 Farnam Street  
Omaha, NE 68131  
Attn: Treasurer

Schedule A-1

**SCHEDULE 7C(3)**

**INVESTMENTS**

<u>Entity</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># or % of Shares or Interests Owned</u>
<b>Pulitzer Inc.</b>			
	Pulitzer Technologies, Inc.	Corporation	500(100%)
	St. Louis Post-Dispatch LLC	Limited Liability Company	98.95%
	STL Distribution Services LLC	Limited Liability Company	98.95%
	Pulitzer Newspapers, Inc.	Corporation	9.3(100%)
	Suburban Journals of Greater St. Louis LLC	Limited Liability Company	100%
	Pulitzer Network Systems LLC	Limited Liability Company	100%
	Star Publishing Company	Corporation	100%
	Sandler Capital Partners IV, L.P.	Limited Partnership	<50%
	Sandler Capital Partners, IV FTE, L.P.	Limited Partnership	<50%
	Sandler Capital Partners V, L.P.	Limited Partnership	<50%
	Sandler Capital Partners V FTE, L.P.	Limited Partnership	<50%
	Sandler Capital Partners V Germany, L.P.	Limited Partnership	<50%
	21 <sup>st</sup> Century Communications Partners, L.P.	Limited Partnership	<50%

Schedule 7C(3)

<b>Entity</b>	<b>Issuer</b>	<b>Type of Organization</b>	<b># or % of Shares or Interests Owned</b>
	21 <sup>st</sup> Century Communications T-E Partners, L.P.	Limited Partnership	<50%
	21 <sup>st</sup> Century Communications Foreign Partners, L.P.	Limited Partnership	<50%
	St. Louis Equity Funds, Inc.	Limited Partnership	<50%
	Media Brands, L.L.C.	Limited Liability Company	439,000 (<50%)
	Amplified Digital, LLC	Limited Liability Company	100%
<b>Pulitzer Newspapers, Inc.</b>			
	Flagstaff Publishing Co.	Corporation	1,875(100%)
	Hanford Sentinel Inc.	Corporation	4,200(100%)
	Santa Maria Times, Inc.	Corporation	4,950(100%)
	Ynez Corporation	Corporation	90(100%)
	Napa Valley Publishing Co.	Corporation	8,000(100%)
	Pantagraph Publishing Co.	Corporation	100(100%)
	Southwestern Oregon Publishing Co.	Corporation	11,960(100%)
	Pulitzer Missouri Newspapers, Inc.	Corporation	48,504(100%)
<b>St. Louis Post-Dispatch LLC</b>			
	Fairgrove LLC	Limited Liability Company	100%

Schedule 7C(3)

<u>Entity</u>	<u>Issuer</u>	<u>Type of Organization</u>	<u># or % of Shares or Interests Owned</u>
<b>Pulitzer Technologies, Inc.</b>			
	STL Distribution Services LLC	Limited Liability Company	1.05%
	St. Louis Post-Dispatch LLC	Limited Liability Company	1.05%
<b>Star Publishing Company</b>			
	TNI Partners	General Partnership	50%

Schedule 7C(3)



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**SCHEDULE 9C**

**LITIGATION**

None.

Schedule 9C

**SCHEDULE 9D**

**OUTSTANDING DEBT**

Debt existing under that certain Second Lien Loan Agreement among Lee Enterprises, Incorporated, various Lenders from time to time party thereto, and Wilmington Trust, N.A., as Administrative Agent, as amended from time to time ("Second Lien Loan Agreement"), which has an outstanding principal balance of \$175,000,000 as of 3/31/2013, which debt is secured under that certain Security Agreement by and among the Credit Parties and Wilmington Trust, National Association, as Collateral Agent, dated January 30, 2012 (the "Second Lien Security Agreement"), by collateral comprised of substantially all of assets of the Obligors and their direct and indirect Subsidiaries, and guaranteed under that certain Subsidiaries Guaranty by and among, inter alia, the Credit Parties and Wilmington Trust, National Association, as Collateral Agent, dated January 30, 2012.

St. Louis Post-Dispatch LLC has a capitalized lease as of 3/31/2013 in the amount of \$500,000.

Schedule 9D

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**SCHEDULE 9F**

**AGREEMENTS RESTRICTING INCURRENCE OF DEBT**

Second Lien Loan Agreement (as defined in Schedule 9D to this Agreement).

Schedule 9F

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**SCHEDULE 9H**

**ERISA**

The present value of the aggregate benefit liabilities under each of the Plans (other than Multiemployer Plans), as reflected in the September 30, 2012 actuarial valuation report of the Plans per Generally Accepted Accounting Principles and determined as of September 30, 2012 on the basis of the actuarial assumptions specified for accounting purposes in such report, did not exceed the aggregate current value of the assets of such Plan allocable to such benefit liabilities by more than \$38 million in the case of any single Plan and by more than \$72 million in the aggregate for all Plans.

Schedule 9H

**SCHEDULE 9M**

**SUBSIDIARIES OF PULITZER AND  
OWNERSHIP OF SUBSIDIARY STOCK**

<u>Organization Name</u>	<u>Percentage Ownership &amp; Ownership Position</u>	<u>Type of Equity Interest</u>	<u>State of Incorporation/ Organization</u>	<u>Material under 9M(i)?</u>
Pulitzer Technologies, Inc.	100% wholly-owned subsidiary of Pulitzer Inc.	Common Stock	Delaware	No
St. Louis Post-Dispatch LLC	98.95% subsidiary of Pulitzer Inc.; 1.05% subsidiary of Pulitzer Technologies, Inc.	Percentage Membership Interest	Delaware	Yes
Fairgrove LLC	100% wholly-owned subsidiary of St. Louis Post-Dispatch LLC	Percentage Membership Interest	Delaware	No
STL Distribution Services LLC	98.95% subsidiary of Pulitzer Inc.; 1.05% subsidiary of Pulitzer Technologies, Inc.	Percentage Membership Interest	Delaware	Yes
Star Publishing Company	100% wholly-owned subsidiary of Pulitzer Inc.	Common Stock	Arizona	Yes
Suburban Journals of Greater St. Louis LLC	100% wholly-owned subsidiary of Pulitzer Inc.	Percentage Membership Interest	Delaware	Yes
Pulitzer Network Systems LLC	100% wholly-owned subsidiary of Pulitzer Inc.	Percentage Membership Interest	Delaware	No

Schedule 9M

<u>Organization Name</u>	<u>Percentage Ownership &amp; Ownership Position</u>	<u>Type of Equity Interest</u>	<u>State of Incorporation/ Organization</u>	<u>Material under 9M(i)?</u>
Pulitzer Newspapers, Inc.	100% wholly-owned subsidiary of Pulitzer Inc.	Common Stock	Delaware	Yes
Flagstaff Publishing Co.	100% wholly-owned subsidiary of Pulitzer Newspapers, Inc.	Common Stock	Washington	No
Hanford Sentinel Inc.	100% wholly-owned subsidiary of Pulitzer Newspapers, Inc.	Common Stock	Washington	No
Napa Valley Publishing Co.	100% wholly-owned subsidiary of Pulitzer Newspapers, Inc.	Common Stock	Washington	No
Pantagraph Publishing Co.	100% wholly-owned subsidiary of Pulitzer Newspapers, Inc.	Common Stock	Delaware	Yes
Pulitzer Missouri Newspapers, Inc.	100% wholly-owned subsidiary of Pulitzer Newspapers, Inc.	Common Stock	Delaware	No
Santa Maria Times, Inc.	100% wholly-owned subsidiary of Pulitzer Newspapers, Inc.	Common Stock	Nevada	No
Southwestern Oregon Publishing Co.	100% wholly-owned subsidiary of Pulitzer Newspapers, Inc.	Common Stock	Oregon	No

Schedule 9M

<u>Organization Name</u>	<u>Percentage Ownership &amp; Ownership Position</u>	<u>Type of Equity Interest</u>	<u>State of Incorporation/ Organization</u>	<u>Material under 9M(i)?</u>
Ynez Corporation	100% wholly-owned subsidiary of Pulitzer Newspapers, Inc.	Common Stock	California	No
Amplified Digital, LLC	100% wholly-owned subsidiary of Pulitzer Inc.	Percentage Membership Interest	Delaware	No

The Second Lien Loan Agreement may restrict the ability of the Company's Subsidiaries to pay dividends out of profits or make any other similar distributions of profits to the Company or any of its Subsidiaries that owns outstanding shares of capital stock or similar equity interests of such Subsidiary.

Schedule 9M

**SCHEDULE 11B**

**MATERIAL INTELLECTUAL PROPERTY OF THE OBLIGORS**

**I. NAMES and MASTHEADS (Daily Newspapers Only)**

Newspaper Name	Masthead	Owner of Corresponding Daily	Trademark Registration Number	Trademark Registration Date
Arizona Daily Sun		Flagstaff Publishing Co.	<u>2659561</u>	12/10/2002
Santa Maria Times		Santa Maria Times, Inc.		
The Lompoc Record		Santa Maria Times, Inc.		
The Sentinel		Hanford Sentinel, Inc.		
Napa Valley Register		Napa Valley Publishing Co.	<u>2683714</u>	2/4/2003



Newspaper Name	Masthead	Owner of Corresponding Daily	Trademark Registration Number	Trademark Registration Date
The Pantagraph		Pantagraph Publishing Co.	<u>2786223</u>	11/25/2003
Daily Journal		Pulitzer Missouri Newspapers, Inc.	<u>1657386</u>	9/17/1991
St. Louis Post-Dispatch The World		St. Louis Post-Dispatch LLC	Southwestern Oregon Publishing Co.	Pulitzer Newspapers, Inc.
The Daily Herald				

Schedule 11B

[FORM OF NOTE]

ST. LOUIS POST-DISPATCH LLC

and

PULITZER INC.

9% SENIOR NOTE DUE APRIL 3, 2017

No. \_\_\_\_\_  
\$ \_\_\_\_\_

[Date]  
[\_\_\_\_\_]

FOR VALUE RECEIVED, the undersigned, ST. LOUIS POST-DISPATCH LLC (“**STL POST-DISPATCH LLC**”), a limited liability company organized and existing under the laws of the State of Delaware, and PULITZER INC. (“**PULITZER**,” and together with STL POST-DISPATCH LLC, the “**OBLIGORS**”), a corporation organized and existing under the laws of the State of Delaware, hereby jointly and severally promise to pay to \_\_\_\_\_, or registered assigns, the principal sum of \_\_\_\_\_ DOLLARS, or such lesser principal amount as shall from time to time be outstanding under this Note pursuant to the Note Agreement referred to below, on April 3, 2017, with interest (computed on the basis of a 360-day year of 30 day months) (a) on the unpaid balance hereof at the rate of 9.00% per annum on and after the date hereof, such interest to accrue from the date hereof and to be payable quarterly on the 20<sup>th</sup> day of March, June, September and December in each year, commencing with the March, June, September or December next succeeding the date hereof, until the principal hereof shall have become due and payable, and (b) to the extent permitted by law, on any overdue payment of interest and, during the continuance of an Event of Default (as defined in the Note Agreement referred to below), on such unpaid balance and on any overdue payment of any premium thereon pursuant to the Note Agreement referred to below, payable quarterly as aforesaid (or, at the option of the registered holder hereof, on demand), at a rate per annum from time to time equal to the greater of (i) 2.0% above the interest rate otherwise in effect at such time pursuant to the foregoing clause (a) or (ii) 2.0% over the rate of interest publicly announced by JPMorgan Chase Bank, N.A. from time to time in New York City as its prime rate.

Payments of principal of, interest on and any premium payable with respect to this Note are to be made at such place as the holder hereof shall designate to the Obligors in writing, in lawful money of the United States of America.

This Note is one of a series of Senior Notes (the “**Notes**”) issued pursuant to a Note Agreement, dated as of May 1, 2013 (the “**Agreement**”), among the Obligors and the holders of the Notes named in Schedule A attached thereto and is entitled to the benefits thereof. Each holder of this Note will be deemed, by its acceptance hereof, to have made the representation set forth in paragraph 10B of the Agreement on the date of its purchase of this Note with respect to the source of the funds used by it to purchase this Note.

Exhibit A-1

Payment of the principal of, and interest and any premium on, this Note has been guaranteed by certain Subsidiaries of each of the Obligors pursuant to the Subsidiary Guaranty Agreement. This Note is secured by, and entitled to the benefits of, the Collateral Documents.

This Note is a registered Note and, as provided in the Agreement, upon surrender of this Note for registration of transfer, duly endorsed, or accompanied by a written instrument of transfer duly executed, by the registered holder hereof or such holder's attorney duly authorized in writing, a new Note for a like principal amount will be issued to, and registered in the name of, the transferee. Prior to due presentment for registration of transfer, the Obligors may treat the person in whose name this Note is registered as the owner hereof for the purpose of receiving payment and for all other purposes, and the Obligors shall not be affected by any notice to the contrary.

This Note is subject to optional prepayment, in whole or from time to time in part, on the terms specified in the Agreement.

In case an Event of Default, as defined in the Agreement, shall occur and be continuing, the principal of this Note may be declared or otherwise become due and payable in the manner and with the effect provided in the Agreement.

THIS NOTE IS INTENDED TO BE PERFORMED IN THE STATE OF NEW YORK AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAW OF SUCH STATE.

**ST. LOUIS POST-DISPATCH LLC**

By: Pulitzer Inc., Managing Member

By: \_\_\_\_\_

Name:

Title:

**PULITZER INC.**

By: \_\_\_\_\_

Name:

Title:

[RESERVED]

Exhibit B

FORM OF SUBSIDIARY GUARANTY AGREEMENT

See Attached.

Exhibit C

FORM OF PLEDGE AGREEMENT

See Attached.

Exhibit D

FORM OF SECURITY AGREEMENT

See Attached.

Exhibit E

FORM OF DEEDS OF TRUST

See Attached.

Exhibit F



FORM OF TRADEMARK SECURITY AGREEMENTS

See Attached.

Exhibit G

FORM OF COPYRIGHT SECURITY AGREEMENTS

See Attached.

Exhibit H

FORM OF COMPLIANCE CERTIFICATE

See Attached.

Exhibit I

**SUBSIDIARY GUARANTY AGREEMENT**

This **SUBSIDIARY GUARANTY AGREEMENT** (as amended, supplemented or otherwise modified from time to time, this “**Subsidiary Guaranty Agreement**”), dated as of May 1, 2013, is made jointly and severally by the Persons listed on the signature pages hereof as Subsidiary Guarantors and each of the other Persons that from time to time becomes an Additional Subsidiary Guarantor pursuant to the terms of Section 11 hereof (each a “**Subsidiary Guarantor**” and collectively the “**Subsidiary Guarantors**”), in favor of each of the holders from time to time of the Notes issued under the Note Agreement referred to below (each a “**Beneficiary**”, and collectively, the “**Beneficiaries**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Note Agreement referred to below.

**RECITALS**

**A.** Reference is made to that certain Note Agreement, dated as of May 1, 2013 (as the same from time to time may be amended, restated, supplemented or otherwise modified, the “**Note Agreement**”), by and among Pulitzer Inc., a Delaware corporation (together with its successors and assigns, “**Pulitzer**”), St. Louis Post-Dispatch LLC, a Delaware limited liability company (together with its successors and assigns, “**STL Post-Dispatch**”) and the initial Beneficiaries signatory hereto, pursuant to which, subject to the terms and conditions set forth therein, Pulitzer and STL Post-Dispatch issued to such Beneficiaries the Notes, as defined therein.

**B.** The initial Beneficiaries are willing to enter into the Note Agreement and otherwise make, extend and maintain certain financial accommodations to Pulitzer and STL Post-Dispatch as provided in the Note Agreement, the Notes and the other Transaction Documents, but only upon the condition, among others, that the Subsidiary Guarantors shall have executed and delivered this Subsidiary Guaranty Agreement.

**GUARANTY**

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Subsidiary Guarantor hereby agrees as follows:

**1. GUARANTY.**

**1.1 Guaranty.** Each Subsidiary Guarantor hereby irrevocably, absolutely and unconditionally jointly and severally guarantees unto each Beneficiary (i) the full and prompt payment of the principal of, and premium, interest and all other amounts due with respect to, the Notes from time to time outstanding, as and when such amounts shall become due and payable, whether by lapse of time, upon redemption, prepayment or purchase, by extension or by acceleration or declaration or otherwise (including (to the extent legally enforceable) interest due on overdue payments of principal, premium or interest at the rate set forth in the Notes or any

other amounts due thereunder) in coin or currency of the United States of America which at the time of payment or demand therefor shall be legal tender for the payment of public and private debts, (ii) the full and prompt payment, performance and observance by Pulitzer and STL Post-Dispatch of all other obligations, covenants, conditions and agreements contained in the Note Agreement, the Notes or any other Transaction Document, including, without limitation, the Note Obligations, and (iii) the full and prompt payment, upon demand by any Beneficiary, of all costs and expenses (including reasonable attorneys' fees), if any, as shall have been expended or incurred in the protection or enforcement of any rights, privileges or liabilities under the Note Agreement, the Notes or any other Transaction Document or in the protection or enforcement of any rights, privileges or liabilities under this Subsidiary Guaranty Agreement or in any consultation or action in connection therewith or herewith (all such obligations, covenants, conditions and agreements described in the foregoing clauses (i), (ii) and (iii) being hereinafter collectively referred to as the "**Guaranteed Obligations**").

Each Subsidiary Guarantor hereby acknowledges and agrees that its liability hereunder is joint and several with any other Person(s) who may guarantee the obligations and indebtedness under and in respect of the Notes, the Note Agreement and the other Transaction Documents.

**1.2 Guaranty of Payment and Performance.** This is a guaranty of payment and performance and not a guaranty of collection, and each Subsidiary Guarantor hereby waives any right to require that any action on or in respect of the Note Agreement, the Notes, the Transaction Documents or any instrument or agreement relating to the Guaranteed Obligations be brought against Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person or that resort be had to any direct or indirect security for the Notes or for this Subsidiary Guaranty Agreement or any other remedy. Any Beneficiary may, at its option, proceed hereunder against any Subsidiary Guarantor in the first instance to collect monies when due, the payment of which is guaranteed hereby, without first proceeding against Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person and without first resorting to any direct or indirect security for the Notes or for this Subsidiary Guaranty Agreement or any other remedy. The liability of each Subsidiary Guarantor hereunder shall in no way be affected or impaired by any acceptance by any Beneficiary of any direct or indirect security for, or other guaranties of, the Guaranteed Obligations or by any failure, delay, neglect or omission by any Beneficiary to realize upon or protect any of the Guaranteed Obligations or any Notes or other instruments evidencing the same or any direct or indirect security therefor or by any approval, consent, waiver, or other action taken or omitted to be taken by any such Beneficiary. Each Subsidiary Guarantor (i) acknowledges that certain obligations of Pulitzer and STL Post-Dispatch under the Note Agreement and the other Transaction Documents will survive the payment or transfer of any Note and the termination of the Note Agreement and the other Transaction Documents and (ii) agrees that the obligations of each Subsidiary Guarantor hereunder with respect to such surviving obligations shall also survive the payment or transfer of any Note and the termination of the Note Agreement and the other Transaction Documents.

### 1.3 General Provisions Relating to the Subsidiary Guaranty Agreement.

(a) Each Subsidiary Guarantor hereby consents and agrees that any Beneficiary, with or without any further notice to or assent from any Subsidiary Guarantor, may, without in any manner affecting the liability of any Subsidiary Guarantor under this Subsidiary Guaranty Agreement, and upon such terms and conditions as any Beneficiary may deem advisable:

(i) extend in whole or in part (by renewal or otherwise), modify, change, compromise, release or extend the duration of the time for the payment or performance of any of the Guaranteed Obligations, or waive any default with respect thereto, or waive, modify, amend or change any provision of the Note Agreement, the Notes or any other Transaction Document;

(ii) sell, release, surrender, modify, impair, exchange or substitute any and all property, of any nature and from whomsoever received, held by, or for the benefit of, any such Beneficiary as direct or indirect security for the payment or performance of any of the Guaranteed Obligations; or

(iii) settle, adjust or compromise any claim of Pulitzer, STL Post-Dispatch or any other Subsidiary Guarantor against any other Person secondarily or otherwise liable for any of the Guaranteed Obligations.

Each Subsidiary Guarantor hereby ratifies and confirms any such extension, renewal, change, sale, release, waiver, surrender, exchange, modification, amendment, impairment, substitution, settlement, adjustment or compromise and that the same shall be binding upon it, and hereby waives any and all defenses, counterclaims or offsets which it might or could have by reason thereof, it being understood that each Subsidiary Guarantor shall at all times be bound by this Subsidiary Guaranty Agreement and remain liable hereunder.

(b) Each Subsidiary Guarantor hereby waives: (i) notice of acceptance of this Subsidiary Guaranty Agreement by the Beneficiaries or of the creation, renewal or accrual of any liability of Pulitzer, STL Post-Dispatch or any other Subsidiary Guarantor, present or future, or of the reliance of such Beneficiaries upon this Subsidiary Guaranty Agreement (it being understood that all Guaranteed Obligations shall conclusively be presumed to have been created, contracted or incurred in reliance upon the execution of this Subsidiary Guaranty Agreement); (ii) demand of payment by any Beneficiary from Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person indebted in any manner on or for any of the Guaranteed Obligations hereby guaranteed; and (iii) presentment for the payment by any Beneficiary or any other Person of the Notes or any other instrument, protest thereof and notice of its dishonor to any party thereto and to the Subsidiary Guarantors. The obligations of each Subsidiary Guarantor under this Subsidiary Guaranty Agreement and the rights of each Beneficiary to enforce such obligations by any proceedings, whether by action at law, suit in equity or otherwise, shall not be subject to any reduction, limitation, impairment or termination, whether by reason of any claim of any character whatsoever or otherwise and shall not be subject to any defense, setoff, counterclaim, recoupment or termination whatsoever.

(c) The obligations of each Subsidiary Guarantor hereunder shall be binding upon each Subsidiary Guarantor and its successors and assigns, and shall remain in full force and effect irrespective of:

(i) (A) the genuineness, validity, regularity or enforceability of the Note Agreement, the Notes, this Subsidiary Guaranty Agreement or any other Transaction Document, or any of the terms of any thereof, (B) the continuance of any obligation on the part of Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person on the Notes or under the Note Agreement, this Subsidiary Guaranty Agreement or any other Transaction Document, (C) the power or authority or the lack of power or authority of (x) Pulitzer or STL Post-Dispatch to execute and deliver the Note Agreement and the Notes or any other Transaction Document, or to perform any of its obligations thereunder or (y) any other Subsidiary Guarantor to execute and deliver this Subsidiary Guaranty Agreement or any such other instrument or agreement, or to perform any of its obligations thereunder, or (D) the existence or continuance of Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person as a legal entity;

(ii) any default, failure or delay, willful or otherwise, in the performance by Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person of any obligations of any kind or character whatsoever of Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person (including, without limitation, the Guaranteed Obligations);

(iii) any creditors' rights, bankruptcy, receivership or other insolvency proceeding of Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person or in respect of the property of Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person or any merger, consolidation, reorganization, dissolution, liquidation, the sale of all or substantially all of the assets of or winding up of Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person;

(iv) impossibility or illegality of performance on the part of Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person of its obligations under the Note Agreement, the Notes, this Subsidiary Guaranty Agreement or any other Transaction Document;

(v) in respect of Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person, any change of circumstances, whether or not foreseen or foreseeable, whether or not imputable to Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person, or impossibility of performance through fire, explosion, accident, labor disturbance, floods, droughts, embargoes, wars (whether or not declared), civil commotion, acts of God or the public enemy, delays or failure of suppliers or carriers, inability to obtain materials, action of any Federal or state regulatory body or agency, change of law or any other causes affecting performance, or any other *force majeure*, whether or not beyond the control of Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person and whether or not of the kind hereinbefore specified;

(vi) any attachment, claim, demand, charge, lien, order, process, encumbrance or any other happening or event or reason, similar or dissimilar to the foregoing, or any withholding or diminution at the source, by reason of any taxes, assessments, expenses, indebtedness, obligations or liabilities of any character, foreseen or unforeseen, and whether or not valid, incurred by or against any Person, or any claims, demands, charges or liens of any nature, foreseen or unforeseen, incurred by any Person, or against any sums payable under this Subsidiary Guaranty Agreement, so that such sums would be rendered inadequate or would be unavailable to make the payments herein provided;

(vii) any order, judgment, decree, ruling or regulation (whether or not valid) of any court of any nation or of any political subdivision thereof or any body, agency, department, official or administrative or regulatory agency of any thereof or any other action, happening, event or reason whatsoever which shall delay, interfere with, hinder or prevent, or in any way adversely affect, the payment or performance by any party of any of the Guaranteed Obligations;

(viii) any failure or lack of diligence in collection or protection, failure in presentment or demand for payment, protest, notice of protest, notice of default and of nonpayment, any failure to give notice to any Subsidiary Guarantor of failure of Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person to keep and perform any of the Guaranteed Obligations, or failure to resort for payment to Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or to any other Person or to any other guaranty or to any property, security, Liens or other rights or remedies;

(ix) the acceptance of any additional security or other guaranty, the advance of additional money to Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person, the renewal or extension of the Notes or amendments, modifications, consents or waivers with respect to the Note Agreement, the Notes or any other Transaction Document, or the sale, release, substitution or exchange of any security for the Notes;

(x) any defense whatsoever that Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person might have to the payment of the Notes (principal, premium, interest or any other amounts due thereunder), other than payment in cash thereof, or to the payment, performance or observance of any of the other Guaranteed Obligations, whether through the satisfaction or purported satisfaction by Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person of its debts due to any cause such as bankruptcy, insolvency, receivership, merger, consolidation, reorganization, dissolution, liquidation, winding up or otherwise;



(xi) any act or failure to act with regard to the Note Agreement, the Notes, this Subsidiary Guaranty Agreement or any other Transaction Document, or anything which might vary the risk of the Subsidiary Guarantors; or

(xii) any other circumstance (other than payment and performance in full of the Guaranteed Obligations (subject to Section 4 below)) which might otherwise constitute a defense available to, or a discharge of, each Subsidiary Guarantor in respect of its obligations under this Subsidiary Guaranty Agreement;

provided, that the specific enumeration of the above-mentioned acts, failures or omissions shall not be deemed to exclude any other acts, failures or omissions, though not specifically mentioned above, it being the purpose and intent of this Subsidiary Guaranty Agreement that the obligations of each Subsidiary Guarantor shall be absolute and unconditional and shall not be discharged, impaired or varied except by the full and prompt payment and performance of all of the Guaranteed Obligations. Without limiting the foregoing, it is understood that repeated and successive demands may be made and recoveries may be had hereunder as and when, from time to time, Pulitzer, STL Post-Dispatch or any other Person shall default under the terms of the Note Agreement, the Notes or any other Transaction Document and that notwithstanding recovery hereunder for or in respect of any given default or defaults by Pulitzer, STL Post-Dispatch or any other Person under the Note Agreement, the Notes or any other Transaction Document, this Subsidiary Guaranty Agreement shall remain in full force and effect and shall apply to each and every subsequent default.

(d) All rights of any Beneficiary may be transferred or assigned at any time and shall be considered to be transferred or assigned at any time or from time to time upon the transfer of such Note whether with or without the consent of or notice to the Subsidiary Guarantors under this Subsidiary Guaranty Agreement or to Pulitzer or STL Post-Dispatch.

(e) Each Subsidiary Guarantor hereby subordinates to the rights of the Beneficiaries under the Note Agreement, the Notes or any other Transaction Document, and agrees to defer any assertion, until such time as the Guaranteed Obligations have been indefeasibly paid and performed in full (subject to Section 4 below), of any claim or other rights that it may now or hereafter acquire against Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person that arise from the existence, payment, performance or enforcement of each Subsidiary Guarantor's obligations under this Subsidiary Guaranty Agreement, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of any Beneficiary against Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person, whether or not such claim, remedy or right arises in equity or under contract, statute or common law, including, without limitation, the right to take or receive from Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim, remedy or

right. If any amount shall be paid to any Subsidiary Guarantor in violation of the preceding sentence at any time prior to the payment and performance in full of all the Guaranteed Obligations, such amount shall be held in trust for the benefit of the Beneficiaries and shall forthwith be paid to the Beneficiaries to be credited and applied to the Guaranteed Obligations, whether matured or unmatured.

(f) Each Subsidiary Guarantor agrees that, to the extent Pulitzer, STL Post-Dispatch, any other Subsidiary Guarantor or any other Person makes any payment on any Note or in respect of any of the other Guaranteed Obligations, which payment or any part thereof is subsequently invalidated, voided, declared to be fraudulent or preferential, set aside, recovered, rescinded or is required to be retained by or repaid to a trustee, receiver, or any other Person under any bankruptcy code, common law, or equitable cause, then and to the extent of such payment, the obligation or the part thereof intended to be satisfied shall be revived and continued in full force and effect with respect to each Subsidiary Guarantor's obligations hereunder, as if said payment had not been made. The liability of each Subsidiary Guarantor hereunder shall not be reduced or discharged, in whole or in part, by any payment to any Beneficiary from any source that is thereafter paid, returned or refunded in whole or in part by reason of the assertion of a claim of any kind relating thereto, including, but not limited to, any claim for breach of contract, breach of warranty, preference, illegality, invalidity, or fraud asserted by any account debtor or by any other Person.

(g) The Beneficiaries shall have no obligation to (a) marshal any assets in favor of any Subsidiary Guarantor or in payment of any or all of the Guaranteed Obligations or (b) pursue any other remedy that any Subsidiary Guarantor may or may not be able to pursue itself and that may lighten such Subsidiary Guarantor's burden, any right to which each Subsidiary Guarantor hereby expressly waives.

#### **1.4 Limitation of Liability.**

(a) Notwithstanding anything contained herein to the contrary, the obligations of each Subsidiary Guarantor hereunder at any time shall be limited to the maximum amount as will result in the obligations of such Subsidiary Guarantor under this Subsidiary Guaranty Agreement not constituting a fraudulent transfer or conveyance for purposes of any bankruptcy, liquidation, assignment for the benefit of creditors, conservatorship, moratorium, receivership, insolvency, rearrangement, reorganization or similar debtor relief laws to the extent applicable to this Subsidiary Guaranty Agreement and the obligations of each Subsidiary Guarantor hereunder.

(b) If any payment shall be required to be made to any Beneficiary under this Subsidiary Guaranty Agreement, each Subsidiary Guarantor hereby unconditionally and irrevocably agrees it will contribute, to the maximum extent permitted by law, such amounts to each other Subsidiary Guarantor and Pulitzer and STL Post-Dispatch so as to maximize the aggregate amount paid to the Beneficiaries under or in connection with this Subsidiary Guaranty Agreement, the Note Agreement, the Notes or any other Transaction Document.

## **2. DUTY OF SUBSIDIARY GUARANTORS TO STAY INFORMED.**

Each of the Subsidiary Guarantors hereby agrees that it has complete and absolute responsibility for keeping itself informed of the business, operations, properties, assets, condition (financial or otherwise) of Pulitzer, STL Post-Dispatch, each other Subsidiary Guarantor, any and all endorsers and any and all guarantors of the Guaranteed Obligations and of all other circumstances bearing upon the risk of nonpayment of the obligations evidenced by the Notes or the Guaranteed Obligations, and each of the Subsidiary Guarantors further agrees that the Beneficiaries shall have no duty, obligation or responsibility to advise it of any such facts or other information, whether now known or hereafter ascertained, and each Subsidiary Guarantor hereby waives any such duty, obligation or responsibility on the part of the Beneficiaries to disclose such facts or other information to any Subsidiary Guarantor.

## **3. REPRESENTATIONS AND WARRANTIES.**

Each Subsidiary Guarantor hereby represents and warrants to each of the Beneficiaries that, as of the date such Person becomes a party hereto:

(a) Such Subsidiary Guarantor, if it is a corporation, limited partnership or limited liability company: (i) is an entity duly organized, validly existing and in good standing under the laws of the state of its formation; (ii) is duly registered or qualified to do business and is in good standing in every jurisdiction where the nature of its business requires it to be so registered or qualified (except where the failure to so register or qualify could not reasonably be expected to have a material adverse effect on such Subsidiary Guarantor's business, property or assets, condition (financial or otherwise), operations or prospects or on such Subsidiary Guarantor's ability to pay or perform the Guaranteed Obligations); (iii) has all requisite organizational power and authority to own its properties and to carry on its business as currently conducted and as proposed to be conducted, and to execute and deliver this Subsidiary Guaranty Agreement and to perform its obligations hereunder; and (iv) is in compliance in all material respects with all applicable laws, rules, regulations and orders;

(b) Such Subsidiary Guarantor, if it is a general partnership: (i) has all requisite partnership power and authority to conduct its business, to own and lease its property or assets, to execute and deliver this Subsidiary Guaranty Agreement and to perform its obligations hereunder; and (ii) is in compliance in all material respects with all applicable laws, rules, regulations and orders;

(c) The execution, delivery and performance by such Subsidiary Guarantor of this Subsidiary Guaranty Agreement (i) have been duly authorized by all necessary corporate, limited liability company or partnership action and (ii) do not contravene such Subsidiary Guarantor's charter documents, bylaws, partnership agreement, operating agreement or any similar agreement;

(d) The execution and delivery of this Subsidiary Guaranty Agreement will not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in any violation of, or result in the creation of any

Lien upon any of the properties or assets of any Subsidiary Guarantor pursuant to the organizational documents of any such Person, any award of any arbitrator or any agreement (including any agreement with equityholders of such Persons), instrument, order, judgment, decree, statute, law, rule or regulation to which such Person is subject;

(e) Neither the nature of any Subsidiary Guarantor nor any of their respective businesses or properties, nor any relationship between any Subsidiary Guarantors or between any Subsidiary Guarantor and any Subsidiary or Affiliate of Pulitzer, or any other Person, nor any circumstance in connection with this Subsidiary Guaranty Agreement, require any material authorization, consent, approval, exemption or other action by, or notice to, or filing with, any court or administrative or governmental body (other than routine filings with respect to this Subsidiary Guaranty Agreement and any consents which have been obtained) in connection with the execution and delivery of this Subsidiary Guaranty Agreement or the fulfillment of or compliance with the terms and provisions hereof or of any other instrument or agreement relating hereto;

(f) This Subsidiary Guaranty Agreement constitutes a valid and binding obligation of such Subsidiary Guarantor, enforceable against such Subsidiary Guarantor in accordance with its terms, except as the enforceability thereof may be subject to, or limited by, bankruptcy, insolvency, reorganization, arrangement, moratorium or other similar laws relating to or affecting the rights of creditors generally, and general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity;

(g) There is no action, suit, investigation or proceeding pending or, to the knowledge of such Subsidiary Guarantor, threatened which questions the validity or legality of, or seeks damages in connection with, this Subsidiary Guaranty Agreement, the Note Agreement, the Notes or any other Transaction Document or any action taken or to be taken pursuant to this Subsidiary Guaranty Agreement, the Note Agreement, the Notes or any other Transaction Document. There is no action, suit, investigation or proceeding pending or, to the knowledge of such Subsidiary Guarantor, threatened against such Subsidiary Guarantor or any of its Subsidiaries or any properties or rights of any of the foregoing, by or before any court, arbitrator or administrative or governmental body which, individually or collectively, could reasonably be expected to have a material adverse effect;

(h) The Guaranteed Obligations are not subject to any offset or defense of any kind against any Beneficiary, Pulitzer or STL Post-Dispatch;

(i) After giving effect to this Subsidiary Guaranty Agreement, such Subsidiary Guarantor will be “**Solvent**,” (taking into account any and all rights of contribution) meaning: (a) the fair saleable value of such Subsidiary Guarantor’s assets will be in excess of the amount that will be required to be paid on or in respect of its existing debts and other liabilities (including contingent liabilities) as they mature; (b) such Subsidiary Guarantor will not have unreasonably small capital to carry on its business as conducted or as proposed to be conducted; (c) such Subsidiary Guarantor does not intend to or believe that it will incur debts beyond its ability to generally pay

such debts as they mature (taking into account the timing and amounts of cash to be received by it and the amounts to be payable on or in respect of its obligations); and (d) such Subsidiary Guarantor does not intend to hinder, delay or defraud either present or future creditors. In addition, such Subsidiary Guarantor will have received fair consideration and reasonably equivalent value in exchange for incurring its Debt under this Subsidiary Guaranty Agreement.

(j) Such Subsidiary Guarantor has made its appraisal of and investigation into the business, prospects, operations, property or assets, condition (financial or otherwise) and creditworthiness of Pulitzer, STL Post-Dispatch and any other Subsidiary Guarantors and has made its decision to enter into this Subsidiary Guaranty Agreement independently based on such documents and information as it has deemed appropriate and without reliance upon any of the Beneficiaries or any of their partners, directors, trustees, members, officers, agents, designees or employees, and such Subsidiary Guarantor has established adequate means of obtaining from Pulitzer, STL Post-Dispatch and any other Subsidiary Guarantors, on a continuing basis, financial or other information pertaining to the business, prospects, operations, property, assets, condition (financial or otherwise) of Pulitzer, STL Post-Dispatch and any other Subsidiary Guarantors; and

(k) Neither such Subsidiary Guarantor nor its properties or assets have any immunity from jurisdiction of any court or from any legal process (whether through service of process or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) under applicable law.

#### **4. TERMINATION; REINSTATEMENT.**

This Subsidiary Guaranty Agreement shall remain in full force and effect until all Guaranteed Obligations shall have been satisfied by payment in full in cash, upon the occurrence of which this Subsidiary Guaranty Agreement shall, subject to the immediately succeeding sentence, terminate. This Subsidiary Guaranty Agreement shall continue to be effective, or be reinstated, as the case may be, if at any time the payment, or any part thereof, of any of the Guaranteed Obligations is rescinded or otherwise must be restored or returned by any Beneficiary for any reason, including in connection with the insolvency, bankruptcy, dissolution, liquidation or reorganization of Pulitzer, STL Post-Dispatch or any other Subsidiary Guarantor or in connection with the application of applicable fraudulent conveyance or fraudulent transfer law, all as though such payments had not been made.

#### **5. PAYMENTS.**

Each Subsidiary Guarantor hereby agrees that, upon the occurrence and during the continuance of any Event of Default, upon demand, the Guaranteed Obligations will be paid to each of the Beneficiaries without setoff or counterclaim in U.S. dollars in immediately available funds at the location specified by such Beneficiary pursuant to the Note Agreement.

## **6. SEVERABILITY.**

Whenever possible, each provision of this Subsidiary Guaranty Agreement shall be interpreted in such manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Subsidiary Guaranty Agreement shall be prohibited by or invalid under any such law or regulation, it shall be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without the remainder thereof or any of the remaining provisions of this Subsidiary Guaranty Agreement being prohibited or invalid.

## **7. HEADINGS.**

Section headings in this Subsidiary Guaranty Agreement are included herein for convenience of reference only and shall not constitute a part of this Subsidiary Guaranty Agreement for any other purpose or be given any substantive effect.

## **8. APPLICABLE LAW.**

**THIS SUBSIDIARY GUARANTY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.**

## **9. ENTIRE AGREEMENT.**

This Subsidiary Guaranty Agreement constitutes the entire agreement among the parties hereto relating to the subject matter hereof and supersedes any and all prior or contemporaneous commitments, agreements, representations, and understandings, whether written or oral, relating to the subject matter hereof and may not be contradicted or varied by evidence of prior, contemporaneous, or subsequent oral agreements or discussions of the Subsidiary Guarantors, on the one hand, and the Beneficiaries, on the other hand. There are no oral agreements between the Subsidiary Guarantors, on the one hand, and the Beneficiaries, on the other hand.

## **10. CONSTRUCTION.**

Each of the Subsidiary Guarantors and the Beneficiaries acknowledges that it has had the benefit of legal counsel of its own choice and has been afforded an opportunity to review this Subsidiary Guaranty Agreement with such legal counsel.

## **11. ADDITIONAL SUBSIDIARY GUARANTORS.**

The initial Subsidiary Guarantors hereunder shall be (i) Fairgrove LLC; (ii) Flagstaff Publishing Co.; (iii) Hanford Sentinel Inc.; (iv) Amplified Digital, LLC; (v) Napa Valley Publishing Co.; (vi) Pantagraph Publishing Co.; (vii) Pulitzer Missouri Newspapers, Inc.; (viii) Pulitzer Network Systems LLC; (ix) Pulitzer Newspapers, Inc.; (x) Pulitzer Technologies, Inc.; (xi) Santa Maria Times, Inc.; (xii) Southwestern Oregon Publishing Co.; (xiii) STL Distribution Services LLC; (xiv) Suburban Journals of Greater St. Louis LLC; (xv) Ynez Corporation; and (xvi) Star Publishing Company. From time to time subsequent to the date hereof, additional Subsidiaries and/or Affiliates of Pulitzer may become parties hereto, as additional Subsidiary Guarantors (each, an “**Additional Subsidiary Guarantor**”), by executing a Joinder Agreement

substantially in the form of **Exhibit A** attached hereto (each, a “**Joinder Agreement**”). Upon the delivery of a Joinder Agreement to the Beneficiaries, such Additional Subsidiary Guarantor shall be a Subsidiary Guarantor and shall be as fully a party hereto as if such Additional Subsidiary Guarantor were an original signatory hereof.

#### **12. COUNTERPARTS; EFFECTIVENESS.**

This Subsidiary Guaranty Agreement and any amendments, waivers, consents, or supplements hereto may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all of which counterparts together shall constitute but one and the same instrument.

This Subsidiary Guaranty Agreement shall become effective as to each Subsidiary Guarantor upon the execution and delivery of a counterpart hereof by such Subsidiary Guarantor (whether or not a counterpart hereof shall have been executed by any other Person) and receipt of written or telephonic notification of such execution and authorization of delivery thereof.

Delivery of an executed counterpart hereof by any Subsidiary Guarantor by facsimile or electronic pdf shall be as effective as delivery of a manually executed counterpart hereof and shall be considered a representation that an original executed counterpart hereof will be delivered.

#### **13. WAIVERS AND AMENDMENTS; SUCCESSORS AND ASSIGNS.**

No amendment or waiver of any term or provision of this Subsidiary Guaranty Agreement or consent to any departure by any Subsidiary Guarantor therefrom shall in any event be effective unless the same is in writing and signed by the Required Holders and, in the case of an amendment, the Subsidiary Guarantors; *provided, however*, that no such amendment reducing any payment obligations under this Subsidiary Guaranty Agreement shall be effective unless signed by each Beneficiary. This Subsidiary Guaranty Agreement is a joint and several continuing guaranty and shall be binding upon each Subsidiary Guarantor and its successors and assigns; *provided, however*, that no Subsidiary Guarantor shall assign this Subsidiary Guaranty Agreement or any of the rights or obligations of such Subsidiary Guarantor hereunder without the prior written consent of the Required Holders. This Subsidiary Guaranty Agreement shall inure to the benefit of each of the Beneficiaries and its successors, assigns and transferees.

#### **14. ADDRESS FOR NOTICES.**

Any notice or other communication hereunder shall be addressed and delivered (i) if to any Purchaser or its nominee, addressed as specified for such communications in the Purchaser Schedule attached to the Note Agreement, or at such other address, facsimile number or e-mail address as such Purchaser or its nominee shall have specified to STL Post-Dispatch, on behalf of each of the Subsidiary Guarantors, in writing, (ii) if to any other Beneficiary, addressed to such Person at such address, facsimile number or e-mail address as it shall have specified in writing to STL Post-Dispatch or, if any such Person shall not have so specified an address, facsimile number or e-mail address, then addressed to such Person in care of the last holder of Notes held by such Person which shall have so specified an address, facsimile number or e-mail address to

STL Post-Dispatch, and (iii) if to any Subsidiary Guarantor, addressed to such Subsidiary Guarantor care of Pulitzer, at Pulitzer's address, facsimile number or e-mail address set forth in the Note Agreement, or at such other address, facsimile number or e-mail address as such Subsidiary Guarantor shall have specified to each of the Beneficiaries in writing.

**15. FAILURE OR INDULGENCE NOT WAIVER; REMEDIES CUMULATIVE.**

No failure or delay on the part of any Beneficiary in the exercise of any power, right or privilege hereunder shall impair such power, right or privilege or be construed to be a waiver of any default or acquiescence therein, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. All rights and remedies existing under this Subsidiary Guaranty Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

**16. PERSONAL JURISDICTION.**

Each Subsidiary Guarantor irrevocably agrees that any legal action or proceeding with respect to this Subsidiary Guaranty Agreement, the Note Agreement, the Notes, the Transaction Documents or any of the agreements, documents or instruments delivered in connection herewith or therewith shall be brought in the courts of the State of New York or the United States of America for the Southern District of New York as the Required Holders may elect, and, by execution and delivery hereof, each Subsidiary Guarantor accepts and consents to, for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and agrees that such jurisdiction shall be exclusive, unless waived by the Required Holders in writing, with respect to any action or proceeding brought by such Subsidiary Guarantor against any Beneficiary. Each Subsidiary Guarantor hereby waives, to the full extent permitted by law, any right to stay or to dismiss any action or proceeding brought before said courts on the basis of *forum non conveniens*.

**17. WAIVER OF JURY TRIAL.**

**THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS SUBSIDIARY GUARANTY AGREEMENT, THE NOTE AGREEMENT, THE NOTES, OR ANY OTHER TRANSACTION DOCUMENT, OR ANY DEALINGS BETWEEN OR AMONG THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY AND THE LENDER/BORROWER RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS SUBSIDIARY GUARANTY AGREEMENT, AND THAT EACH WILL CONTINUE TO**



**RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS SUBSIDIARY GUARANTY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

**IN WITNESS WHEREOF**, each of the undersigned has caused this Subsidiary Guaranty Agreement to be duly executed as of the date first above written.

**SUBSIDIARY GUARANTORS:**

**FLAGSTAFF PUBLISHING CO.  
HANFORD SENTINEL INC.  
NAPA VALLEY PUBLISHING CO.  
PANTAGRAPH PUBLISHING CO.  
PULITZER MISSOURI NEWSPAPERS, INC.  
PULITZER NEWSPAPERS, INC.  
PULITZER TECHNOLOGIES, INC.  
SANTA MARIA TIMES, INC.  
SOUTHWESTERN OREGON PUBLISHING CO.  
STAR PUBLISHING COMPANY  
YNEZ CORPORATION**

By:  /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

[Signature Page to Subsidiary Guaranty Agreement]

**FAIRGROVE LLC**

By: ST. LOUIS POST-DISPATCH LLC, Managing Member

By: PULITZER INC., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

**AMPLIFIED DIGITAL, LLC**

**STL DISTRIBUTION SERVICES LLC**

**SUBURBAN JOURNALS OF GREATER ST. LOUIS LLC**

**PULITZER NETWORK SYSTEMS LLC**

By: PULITZER INC., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

[Signature Page to Subsidiary Guaranty Agreement]

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**EXHIBIT A**

**FORM OF JOINDER AGREEMENT**

Exhibit A-1

**JOINDER AGREEMENT  
TO  
SUBSIDIARY GUARANTY AGREEMENT**

**ADDITIONAL SUBSIDIARY GUARANTOR:** Reference is made to that certain Subsidiary Guaranty Agreement, dated as of May 1, 2013 (as the same may from time to time be amended, restated, supplemented or otherwise modified, the “**Subsidiary Guaranty Agreement**”), entered into by certain Affiliates and Subsidiaries of Pulitzer Inc. (“**Pulitzer**”) and St. Louis Post-Dispatch LLC (“**STL Post-Dispatch**”) (the “**Subsidiary Guarantors**”), in favor of the Beneficiaries identified therein. Capitalized terms not defined in this Joinder Agreement shall have the meanings given to them in the Subsidiary Guaranty Agreement. The undersigned acknowledges and agrees it is (or, concurrently with the execution and delivery of this Joinder Agreement, will become) a Subsidiary Guarantor and that, by its execution and delivery of this Joinder Agreement to the Beneficiaries, it hereby joins and for all purposes becomes a Subsidiary Guarantor under, and a party to, the Subsidiary Guaranty Agreement, and does hereby unconditionally, absolutely and irrevocably guarantee to each of the Beneficiaries the complete payment when due (whether at stated maturity, by acceleration or otherwise) and due performance of all Guaranteed Obligations, and does hereby fully assume and undertake to perform all rights, benefits, burdens, obligations and liabilities of a Subsidiary Guarantor under the Subsidiary Guaranty Agreement.

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibit A-2

**SECURITY AGREEMENT**

This **SECURITY AGREEMENT** (together with all exhibits and schedules hereto, as amended, supplemented or otherwise modified from time to time, this "**Agreement**"), dated as of May 1, 2013 is made by **PULITZER INC.**, a Delaware corporation (together with its successors and assigns, "**Pulitzer**"), **St. LOUIS POST-DISPATCH LLC**, a Delaware limited liability company (together with its successors and assigns, "**STL Post-Dispatch**", and together with Pulitzer, the "**Obligors**"), and each Subsidiary of Pulitzer on the signature pages hereto (collectively, the "**Initial Subsidiary Grantors**") and each of the other Persons (as defined below) that from time to time becomes an "Additional Grantor" pursuant to Section 12(m) of this Agreement (each, a "**Grantor**" and, collectively, the "**Grantors**") in favor of the Collateral Agent, on behalf and for the benefit of the Secured Parties (as each such term is defined below).

**RECITALS**

**A.** Reference is made to that certain Note Agreement, dated as of May 1, 2013 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the "**Note Agreement**"), by and among the Obligors and the Purchasers named therein, pursuant to which, subject to the terms and conditions set forth therein, the Obligors issued the Notes (as defined below) to such Purchasers.

**B.** Reference is also made to that certain Subsidiary Guaranty Agreement, dated as of May 1, 2013 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the "**Subsidiary Guaranty Agreement**") made by each Initial Subsidiary Grantor, and each additional Person that hereinafter executes a joinder thereto, in favor of the Purchasers, pursuant to which such Persons have, among other things, agreed to guarantee the full, complete and final payment and performance of the "Guaranteed Obligations" (as defined in the Subsidiary Guaranty Agreement).

**C.** The Purchasers are willing to enter into the Note Agreement and otherwise make, extend and maintain certain financial accommodations to the Obligors as provided in the Note Agreement and the Notes (as defined below), but only upon the condition, among others, that the Obligors and the Initial Subsidiary Grantors shall have executed and delivered this Agreement to the Collateral Agent, on behalf and for the benefit of the Secured Parties.

**AGREEMENT**

**NOW, THEREFORE**, in order to induce the Purchasers to enter into the Note Agreement and to otherwise make, extend and maintain financial accommodations to or for the benefit of the Credit Parties on the terms and subject to the conditions set forth therein, and for other good and valuable consideration, and intending to be legally bound, each Grantor, jointly and severally, hereby represents, warrants, covenants and agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms not defined herein shall have the meanings given to them in the Note Agreement. The following capitalized terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"**Account**" means and includes any "*account*," as such term is defined in Article 9 of the UCC, now owned or hereafter acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**Account Debtor**” means a Person obligated on an Account, Chattel Paper or General Intangible, but does not include a Person obligated to pay on or under an Instrument, even if such Instrument constitutes a part of Chattel Paper.

“**Additional Grantor**” has the meaning specified for such term in **Section 12(m)** of this Agreement.

“**Affiliate**” has the meaning specified for such term in the Note Agreement.

“**Agreement**” has the meaning specified for such term in the introductory paragraph hereto.

“**Bankruptcy Code**” means the provisions of Title 11 of the United States Code, 11 U.S.C. §§101 *et seq.*, as now and hereafter in effect, any successors to such statute and any other applicable bankruptcy, insolvency or other similar law of any jurisdiction including, without limitation, any law of any jurisdiction relating to the reorganization, readjustment, liquidation, dissolution, release or other relief of debtors, or providing for the appointment of a receiver, trustee, custodian or conservator or other similar official for all or any substantial part of such debtor’s assets, or for the making of an assignment for the benefit of creditors of a debtor.

“**Certificate of Title**” means all certificates of title (or similar ownership documents) with respect to which applicable law provides for a security interest to be identified on such certificate as a condition for the perfection or priority of a security interest over the rights of a lien creditor or other persons with respect thereto.

“**Chattel Paper**” means and includes any “*chattel paper*,” as such term is defined in Article 9 of the UCC, now owned or hereafter acquired or received by Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**Collateral**” means all of each Grantor’s: (i) Accounts; (ii) Chattel Paper; (iii) Commercial Tort Claims; (iv) Contracts; (v) Deposit Accounts; (vi) Documents; (vii) Equipment; (viii) Fixtures; (ix) General Intangibles; (x) Instruments; (xi) Intellectual Property; (xii) Inventory; (xiii) Investment Property; (xiv) Letter-of-Credit Rights; (xv) Supporting Obligations; (xvi) other goods and personal property of such Grantor whether tangible or intangible and whether now or hereafter owned or existing, leased, consigned by or to, or acquired by, such Grantor and wherever located; and (xvii) to the extent not otherwise included, all Proceeds of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of each of the foregoing. Notwithstanding the foregoing, the term “Collateral” shall not include (a) the Excluded TNI Assets, or (b) “intent-to-use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

**“Collateral Agency Agreement”** means that certain Collateral Agency Agreement, dated as of May 1, 2013 duly executed by the Collateral Agent and the Purchasers (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified).

**“Collateral Agent”** means The Bank of New York Mellon Trust Company, N.A. in its capacity as collateral agent for the Secured Parties, together with its successors and assigns in such capacity.

**“Collateral Documents”** shall mean this Agreement, the Pledge Agreement and the Deeds of Trust, Trademark Security Agreements, Copyright Security Agreements, Account Control Agreement (each as defined in the Note Agreement) and each of the other security agreements, pledge agreements, trademark security agreements, copyright security agreements, deeds of trust, mortgages, leasehold mortgages, account control agreements or other agreements or instruments from time to time executed and delivered pursuant to the terms hereof or thereof or of the Note Agreement that grants or purports to grant a Lien in favor of the Collateral Agent securing the obligations of the Credit Parties under the Note Agreement, any of the Notes and/or the other Transaction Documents, as each may be amended, restated, supplemented or otherwise modified from time to time, together with all financing statements or comparable documents filed with respect thereto under the Uniform Commercial Code of any jurisdiction or comparable law.

**“Commercial Tort Claims”** means any claim arising in tort now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets), including, without limitation, those from time to time listed on **Schedule VI** hereto.

**“Commodity Account”** means and includes any *“commodity account,”* as such term is defined in Article 9 of the UCC, now owned or hereafter acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

**“Contract”** means any contract (including any customer, vendor, supplier, service or maintenance contract), lease, license (including any License), undertaking, purchase order, permit, franchise agreement or other agreement (other than any right evidenced by Chattel Paper, Documents or Instruments), whether in written or electronic form, in or under which any Grantor may now hold or hereafter acquires or receives any right or interest (other than Excluded TNI Assets), including with respect to an Account, any agreement relating to the terms of payment or the terms of performance thereof.

**“Copyright”** means any of the following now owned or hereafter acquired or created (whether as a work for hire for the benefit of such Grantor or otherwise) by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest, in whole or in part (other than Excluded TNI Assets): (a) any copyright, whether registered or unregistered, held pursuant to the laws of the United States of America or of any other country or foreign jurisdiction; (b) any registration, application or recording in the United States Copyright Office or in any similar office or agency of the United States of America or any other country or foreign jurisdiction; (c) any continuation, reissue, renewal or extension thereof; (d) any registration to be



issued in any pending application, and (e) any pending application for any registration, and the term “Copyright” shall include any and all right and interest in and to work protectable by any of the foregoing which are presently or in the future owned, created or authorized (whether as a work for hire for the benefit of such Grantor or otherwise) or acquired by such Grantor, in whole or in part.

“**Copyright License**” means any agreement, whether in-bound or out-bound, whether in written or electronic form, now owned or hereafter acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets) granting any right to use or right not to be sued with respect to the use of any Copyright or any work protectable by Copyright.

“**Credit Party**” means the Obligors, each Initial Subsidiary Grantor and each Additional Grantor.

“**Deposit Account**” means and includes any “*deposit account*” as such term is defined in Article 9 of the UCC.

“**Documents**” means and includes any “*documents*,” as such term is defined in Article 9 of the UCC, now owned or hereafter acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**Equipment**” means and includes any “*equipment*,” as such term is defined in Article 9 of the UCC, now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**Event of Default**” has the meaning specified for such term in Section 8 hereof.

“**Excluded TNI Assets**” means all real and personal property of Star Publishing which is leased to, or used in the operations or business of, TNI Partners, and all proceeds of any of the foregoing. For the avoidance of doubt, “Excluded TNI Assets” shall not include Equity Interests in TNI Partners.

“**Fixtures**” means and includes any “*fixtures*,” as such term is defined in Article 9 of the UCC, now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**GAAP**” means generally accepted accounting principles (including International Financial Reporting Standards, as applicable) as in effect from time to time.

“**General Intangible**” means and includes any “*general intangible*,” as such term is defined in Article 9 of the UCC, now owned or hereafter acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**Grantors**” has the meaning specified for such term in the Preamble hereto.

“**Indemnified Persons**” has the meaning specified for such term in **Section 5(c)** of this Agreement.

“**Initial Subsidiary Grantors**” has the meaning specified for such term in the Preamble hereto.

“**Instrument**” means and includes any “*instrument*,” as such term is defined in Article 9 of the UCC, now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**Intellectual Property**” means any intellectual property, in any medium, of any kind or nature whatsoever, now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets), and shall include, in any event, any Copyright, Trademark, Patent, trade secret, customer list, Internet domain name (including any right related to the registration thereof), proprietary or confidential information, mask work, source, object or other programming code, invention (whether or not patented or patentable), technical information, procedure, design, knowledge, know-how, computer program, software, database, data, skill, expertise, recipe, experience, process, model, drawing, material or record, and the term “Intellectual Property” shall include any and all claims for damages by way of past, present and future infringements of any Intellectual Property, with the right, but not the obligation, to sue for and collect such damages, and any and all goodwill in, proceeds and products of any Intellectual Property.

“**Inventory**” means and includes any “*inventory*,” as such term is defined in Article 9 of the UCC, wherever located, now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**Investment Property**” means and includes any “*investment property*,” as such term is defined in Article 9 of the UCC, now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**Joinder Agreement**” means a Joinder Agreement substantially in the form of **Exhibit A** attached hereto.

“**Letter-of-Credit Right**” means any right now owned or hereafter acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets), in each case to payment or performance under a letter of credit (as such term is defined in Article 5 of the UCC), whether or not the beneficiary has demanded or is at the time entitled to demand payment or performance.

**“License”** means any Copyright License, Patent License, Trademark License or other license of rights or interests, whether in-bound or out-bound, whether in written or electronic form, now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets), and shall include any renewals, amendments or extensions of any of the foregoing thereof.

**“Lien”** has the meaning specified for such term in the Note Agreement.

**“Material Adverse Effect”** means a material adverse effect on (i) the business, financial condition, assets or properties of Pulitzer and its Subsidiaries taken as a whole, or (ii) the ability of any Credit Party to perform its obligations under any of the Transaction Documents, or (iii) the validity or enforceability of any of the Transaction Documents.

**“Note Agreement”** has the meaning specified for such term in the Recitals hereto.

**“Notes”** has the meaning specified for such term in the Note Agreement.

**“Obligors”** has the meaning specified for such term in the introductory paragraph hereto.

**“Patent”** means any of the following now hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets): (a) letters patent and right corresponding thereto, of the United States of America or any other country or other foreign jurisdiction, any registration and recording thereof, and any application for letters patent, and rights corresponding thereto, of the United States of America or any other country or other foreign jurisdiction, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof or any other country or other foreign jurisdiction; (b) any reissue, continuation, continuation-in-part or extension thereof; (c) any petty patent, divisional, and patent of addition; and (d) any patent to issue in any such application.

**“Patent License”** means any agreement, whether in-bound or out-bound, whether in written or electronic form, now hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets) granting any right to use or right not to be sued with respect to any Patent or any invention on which a Patent is in existence.

**“Person”** shall mean and include an individual, a partnership, a joint venture, a firm, a corporation, an association, a limited liability company, a trust or other enterprise or any government or political subdivision or any department, agency or instrumentality thereof.

**“Pledge Agreement”** means that certain Pledge Agreement dated the date hereof entered into by certain of the Credit Parties in favor of the Collateral Agent for the benefit of the Secured Parties (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified).

**“Proceeds”** means and includes any “*proceeds*,” as such term is defined in Article 9 of the UCC, now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**Pulitzer**” has the meaning specified for such term in the introductory paragraph hereto.

“**Purchasers**” means the original Purchasers of the Notes pursuant to the Note Agreement, each of whom is listed on Schedule A thereto.

“**Requirement of Law**” means, as to any Person, any law, treaty, rule, regulation, guideline or determination of an arbitrator, a court or other governmental authority, in each case applicable to or binding upon the Person or any of its property or to which the Person or any of its property is subject.

“**Required Holders**” has the meaning specified for such term in the Note Agreement.

“**Secured Obligations**” means (a) all obligations of the Obligors for the payment of the principal amount of the Notes, accrued interest thereon, premium, non-usage fees and all other fees and amounts due to the holders of Notes pursuant to the terms of the Note Agreement and the other Transaction Documents, (b) the “Guaranteed Obligations” as such term is defined in the Subsidiary Guaranty Agreement and (c) any and all other debts, liabilities and reimbursement obligations, indemnity obligations and other obligations for monetary amounts, fees, expenses, costs or other sums (including reasonable attorneys’ fees and costs) chargeable to any Credit Party under or pursuant to any of the Transaction Documents.

“**Secured Parties**” means the holders from time to time of the Notes.

“**Securities Account**” means and includes any “*securities account*,” as such term is defined in Article 9 of the UCC, now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**Star Publishing**” shall mean Star Publishing Company, an Arizona corporation.

“**STL Post-Dispatch**” has the meaning specified for such term in the introductory paragraph hereto.

“**Subsidiary**” has the meaning specified for such term in the Note Agreement.

“**Subsidiary Guaranty Agreement**” has the meaning specified for such term in the Recitals hereto.

“**Supporting Obligations**” means and includes any “*supporting obligations*,” as such term is defined in Article 9 of the UCC, now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets).

“**TNI Agreement**” means that certain Amended and Restated Partnership Agreement, dated as of November 30, 2009, by and among Star Publishing Company and Citizen Publishing Company.

“**TNI Partners**” means TNI Partners, a general partnership formed under the laws of the State of Arizona pursuant to the terms of the TNI Agreement.

“**Trademark License**” means any agreement, whether in-bound or out-bound, whether in written or electronic form, now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets) granting any right to use or right not to be sued for the use of any Trademark or Trademark registration.

“**Trademarks**” means any of the following now or hereafter owned or acquired or received by any Grantor or in which any Grantor now holds or hereafter acquires or receives any right or interest (other than Excluded TNI Assets): (a) any trademark, service mark, trade name, corporate name, business name, trade style, logo, other source or business identifier, print or label on which any of the foregoing have appeared or appear, design or other general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and any applications in connection therewith, including registration, recording and application in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof or any other country or other foreign jurisdiction; (b) any reissue, extension or renewal of any of the foregoing and (c) the goodwill relating to the foregoing.

“**Transaction Documents**” has the meaning specified for such term in the Note Agreement.

“**UCC**” means the Uniform Commercial Code as the same may from time to time be in effect in the State of New York (and each reference in this Agreement to an Article thereof shall refer to that Article as from time to time in effect; *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Collateral Agent’s security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “*UCC*” shall mean the Uniform Commercial Code (including the Articles, Divisions, Parts, Chapters, Sections and the like, as applicable, thereof) as in effect at such time in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

**SECTION 2. Grant of Security Interest.** As security for the full, complete and final payment and performance when due (whether at stated maturity, by acceleration or otherwise) of all the Secured Obligations and in order to induce the Purchasers to enter into the Note Agreement, and make, extend and maintain financial accommodations to and for the benefit of the Credit Parties upon the terms and subject to the conditions of the Transaction Documents, each Grantor hereby mortgages, pledges and hypothecates to the Collateral Agent, on behalf and for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, on behalf and for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s respective right, title and interest in, to and under the Collateral, whether now existing or hereafter arising or acquired.

### **SECTION 3. Assignment of Contracts; Rights of the Collateral Agent; Collection of Accounts.**

(a) In furtherance of Section 2 and the purposes of this Agreement, each Grantor hereby mortgages, pledges and hypothecates to the Collateral Agent, on behalf and for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, on behalf and for the benefit of the Secured Parties, a security interest in and to, all right, title and interest of such Grantor in and to, and all benefits accruing to such Grantor pursuant to, each of the Contracts, Instruments, Chattel Paper and Investment Property; provided, however, that, unless an Event of Default shall have occurred and be continuing, such Grantor shall have the right to exercise any of its rights under any such Contracts, Instruments, Chattel Paper or Investment Property to which it is a party or by which it is bound (including the right to enter into possession of and use any and all property leased or licensed to such Grantor, as lessee or licensee, the right to use any or all of the facilities made available to such Grantor and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of any default giving rise to a right in favor of such Grantor, under any of such Contracts, Instruments, Chattel Paper or Investment Property to which it is a party or by which it is bound, and to do any and all other things whatsoever which such Grantor is or may become entitled to do under any of such Contracts, Instruments, Chattel Paper or Investment Property to which it is a party or by which it is bound); and provided, further, that during the continuance of any Event of Default, the Collateral Agent shall have the right (but not the obligation) to exercise any and all rights under any such Contracts, Instruments, Chattel Paper and Investment Property (including all rights set forth in the parenthetical in the immediately preceding proviso and in Section 3(d)).

(b) Notwithstanding anything contained in this Agreement to the contrary, each Grantor expressly agrees that it shall not default under any of its Contracts, Instruments, Chattel Paper or Investment Property, it shall observe and perform all the conditions and obligations to be observed and performed by it thereunder and that it shall perform all of its duties and obligations thereunder, all in accordance with and pursuant to the terms and provisions of each such Contract, Instrument, Chattel Paper or Investment Property unless and to the extent such default(s) or other failure(s) could not, individually or in the aggregate, with reasonable likelihood, be expected to have a Material Adverse Effect; provided, however, that such Grantor may suspend performance of its obligations under any such Contract, Instrument, Chattel Paper or Investment Property in the event of a material breach of such Contract, Instrument, Chattel Paper or Investment Property by a third party. Neither the Collateral Agent nor any Secured Party shall have any obligation or liability under any Contract, Instrument, Chattel Paper or Investment Property by reason of or arising out of this Agreement or the granting to the Collateral Agent of a security interest therein or the receipt by the Collateral Agent or any Secured Party of any payment relating to any Contract, Instrument, Chattel Paper or Investment Property pursuant hereto, nor shall the Collateral Agent or any Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor under or pursuant to any Contract, Instrument, Chattel Paper or Investment Property, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it

or the sufficiency of any performance by any party under any Contract, Instrument, Chattel Paper or Investment Property, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(c) The Collateral Agent authorizes each Grantor to collect its Accounts; provided that the Collateral Agent may, upon the occurrence and during the continuation of any Event of Default and without notice, limit or terminate said authority at any time. If required by the Collateral Agent at any time during the continuation of any Event of Default, any Proceeds, when first collected by any Grantor, received in payment of any such Account or in payment for any of its Inventory or on account of any of its Contracts shall be promptly deposited by such Grantor in precisely the form received (with all necessary endorsements) in a special bank account maintained by the Collateral Agent subject to withdrawal by the Collateral Agent only, as hereinafter provided, and until so turned over shall be deemed to be held in trust by such Grantor for and as the Collateral Agent's property, on behalf and for the benefit of the Secured Parties, and shall not be commingled with such Grantor's other funds or properties. Such Proceeds, when deposited, shall continue to be collateral security for all of such Grantor's Secured Obligations and shall not constitute payment thereof until applied as hereinafter provided. Upon the occurrence and during the continuation of any Event of Default, the Collateral Agent may, in its sole discretion, after consultation with the Required Holders, apply all or a part of the funds on deposit in said special account to the principal of or interest on, or both, in respect of any of the Secured Obligations in accordance with the provisions of **Section 8(h)**, and any part of such funds which the Collateral Agent elects not so to apply and deem not required as collateral security for the Secured Obligations shall be paid over from time to time by the Collateral Agent to the appropriate Grantor. If an Event of Default has occurred and is continuing, at the request of the Collateral Agent, each Grantor shall deliver to the Collateral Agent all original and other documents evidencing, and relating to, the sale (or other disposition) and delivery of such Inventory and such Grantor shall deliver all original and other documents evidencing and relating to, the performance of labor or service which created such Accounts, including, without limitation, all original orders, invoices and shipping receipts.

(d) The Collateral Agent may, at any time, upon the occurrence and during the continuation of any Event of Default, notify Account Debtors of such Grantor, parties to the Contracts of such Grantor, or obligors in respect of Instruments, Chattel Paper and Investment Property of such Grantor that the Accounts and the right, title and interest of such Grantor in and under such Contracts, Instruments, Chattel Paper and Investment Property have been assigned as collateral security to the Collateral Agent, on behalf and for the benefit of the Secured Parties, and that payments shall be made directly to the Collateral Agent pursuant to its written instructions. Upon the request of the Collateral Agent, such Grantor shall so notify such Account Debtors, parties to such Contracts and obligors in respect of such Instruments, Chattel Paper and Investment Property. Upon the occurrence and during the continuation of an Event of Default, the Collateral Agent may, in its name, or in the name of others, communicate with such Account Debtors, parties to such Contracts and Licenses and obligors in respect of such Instruments, Chattel Paper and Investment Property to verify with such parties, to the Collateral Agent's satisfaction, the existence, amount and terms of any such Accounts, Contracts, Licenses, Instruments, Chattel Paper or Investment Property.

**SECTION 4. Representations and Warranties.** Each of the Grantors represents and warrants to the Collateral Agent as of the date such Grantor becomes a party hereto that:

(a) Such Grantor is the sole legal and equitable owner of, or, as to Intellectual Property licensed from other Persons, licensee of, each item of the Collateral in which such Grantor has an interest, and such Grantor has good, merchantable and insurable title or rights thereto free and clear of any and all Liens, except for the Liens permitted under the Note Agreement.

(b) No effective security agreement, collateral control agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of the Collateral exists, except such as may have been filed by such Grantor in favor of the Collateral Agent pursuant to this Agreement or such as relate to the Liens expressly permitted under the Note Agreement.

(c) The security interest in the Collateral created hereunder in favor of the Collateral Agent, on behalf and for the benefit of the Secured Parties, constitutes a valid security interest in the Collateral securing the payment of the Secured Obligations. Upon (i) the due filing of UCC financing statements naming the applicable Grantor as “debtor”, naming the Collateral Agent as “secured party” and describing the Collateral in the filing offices set forth on **Schedule IA**, and (ii) in the case of the Collateral comprising Trademarks, Patents or Copyrights, in addition, the due recordation of a “*Notice of Grant of Security Interest in Intellectual Property*,” substantially in the form of **Exhibit B**, with respect to such Trademarks or Patents, with the United States Patent and Trademark Office, and with respect to Copyrights, with the United States Copyright Office, then the security interest in the Collateral granted to the Collateral Agent, on behalf and for the benefit of the Secured Parties, will, to the extent a security interest in the Collateral may be perfected by filing UCC financing statements and, in the case of the Collateral comprising Intellectual Property, in addition to the filing of such UCC financing statements, by the recordation of the “*Notice of Grant of Security Interest in Intellectual Property*” with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, constitute perfected security interests therein prior to all other Liens (except for Liens expressly permitted under the Note Agreement that have priority by operation of law); *provided, however*, additional actions, filings, recordings or registrations in the United States Patent and Trademark Office and the United States Copyright Office may be required with respect to the perfection of the Collateral Agent’s security interest in Intellectual Property acquired by any Grantor after the date hereof.

(d) Such Grantor’s taxpayer and organizational identification numbers are, and chief executive office, principal place of business, and the place where such Grantor maintains its records concerning the Collateral are presently located at the address(es), set forth on **Schedule IB**. If such Grantor is a corporation, limited liability company, limited partnership, corporate trust or other registered organization, the state (or if not a state, the other jurisdiction) under whose law such registered organization was organized is set forth on **Schedule IC**. The Collateral of such Grantor, other than Deposit Accounts, Securities Accounts and Commodity Accounts, is presently located, within the meaning of the UCC, at the address(es) further set forth for such Grantor on **Schedule ID**. Such Grantor shall not change its taxpayer identification number or such chief executive office, principal place of business or remove or cause to be



removed, the records concerning the Collateral from those premises without at least thirty (30) days prior written notice to the Collateral Agent. In the event that any Grantor shall change its chief executive office or principal place of business (provided that the new location is leased to the Grantor), then, concurrently with entering into the lease for the new location, such Grantor shall furnish to the Collateral Agent, an executed and delivered access agreement in favor of the Collateral Agent with respect to the new location, in form and substance reasonably satisfactory to the Collateral Agent. Such Grantor shall not change its jurisdiction of organization without the prior written consent of the Collateral Agent.

(e) All Collateral of such Grantor comprising Chattel Paper, Instruments (in an outstanding or stated principal amount in excess of \$25,000) or Investment Property comprising certificated securities is set forth for such Grantor on **Schedule II**. All action necessary or desirable to protect and perfect the security interest in each item set forth on **Schedule II**, including the delivery of all originals thereof, duly indorsed in favor of the Collateral Agent, to the Collateral Agent, has been duly taken. The security interest of the Collateral Agent in each Grantor's Collateral listed on **Schedule II** is prior in right and interest to all other Liens (other than Liens expressly permitted under the Note Agreement that have priority by operation of law) and is enforceable as such against creditors of and purchasers from such Grantor.

(f) All federally registered Copyrights, Licenses, Patents, and Trademarks owned, held or in which such Grantor otherwise has acquired or received any rights or interest are listed on **Schedule III**. Such Grantor shall promptly amend **Schedule III** from time to time to reflect any material additions to or deletions from this list. Except as set forth on **Schedule III**, none of the Patents, Trademarks or Copyrights has been licensed to any third party except in the ordinary course of publishing newspapers and related products.

(g) The name and address of each depository institution at which such Grantor maintains any Deposit Account and the account number and account name of each such Deposit Account is listed on **Schedule IV-A**. The name and address of each securities intermediary or commodity intermediary at which such Grantor maintains any Securities Account or Commodity Account and the account number and account name is listed on **Schedule IV-A**. Such Grantor agrees to amend **Schedule IV-A** from time to time within five (5) Business Days after opening any additional Deposit Account, Securities Account or Commodity Account, or closing or changing the account name or number on any existing Deposit Account, Securities Account, or Commodity Account.

(h) All motor vehicles (other than Excluded TNI Assets) and other Equipment subject to a Certificate of Title owned, held or in which such Grantor otherwise has acquired or received any rights or interest are listed on **Schedule V**. Such Grantor shall promptly amend **Schedule V** from time to time to reflect any additions to or deletions from this list.

(i) Such Grantor has no Commercial Tort Claims with a stated or potential claim in excess of \$100,000 other than those set forth on **Schedule VI** hereto. Such Grantor shall promptly amend **Schedule VI** from time to time to reflect any additions to or deletions from this list.

(j) There are no Accounts or Chattel Paper of such Grantor which arise out of a contract or contracts with the United States of America or any department, agency, or instrumentality thereof, except for those listed on **Schedule VII** hereto. Such Grantor shall promptly amend **Schedule VII** from time to time (and, in any event, in accordance with **Section 5(n)** hereof) to reflect any additions to or deletions from this list.

(k) Such Grantor is the sole holder of record and the sole beneficial owner of all certificated securities and uncertificated securities pledged to the Collateral Agent by such Grantor under Section 2 of this Agreement, free and clear of any adverse claim, as defined in Section 8102(a)(1) of the UCC, except for Liens created in favor of the Collateral Agent by this Agreement or as expressly permitted under the Note Agreement.

(l) None of the Investment Property of such Grantor has been transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such transfer may be subject.

**SECTION 5. Covenants.** Each Grantor covenants and agrees with the Collateral Agent that so long as any of the Secured Obligations shall remain unpaid:

**(a) Further Assurances; Pledge of Instruments.** At any time and from time to time, upon the written request of the Collateral Agent (pursuant to an instruction from the Noteholders (as defined in the Collateral Agency Agreement) in accordance with the Collateral Agency Agreement), and at the sole expense of such Grantor, such Grantor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action with respect to the Collateral as the Collateral Agent may reasonably deem necessary or desirable to obtain the full benefits of this Agreement and of the rights and powers herein granted, including (i) using its best efforts to secure all consents and approvals necessary or appropriate for the grant of a security interest to the Collateral Agent in any Contract held by such Grantor or in which such Grantor has any right or interest not heretofore assigned, (ii) executing, delivering and causing to be filed any financing or continuation statements under the UCC with respect to the security interests granted hereby, (iii) filing or cooperating with the Collateral Agent in filing any forms or other documents required to be recorded with the United States Patent and Trademark Office, United States Copyright Office, or any actions, filings, recordings or registrations in any foreign jurisdiction or under any international treaty, required to secure or protect the Collateral Agent's security interest in such Grantor's Collateral, (iv) transferring such Grantor's Collateral to the Collateral Agent's possession (if a security interest in such Collateral can be perfected by possession), (v) executing and delivering and causing the applicable depository institution, securities intermediary, commodity intermediary or issuer or nominated party under a letter of credit to execute and deliver a collateral control agreement in form and substance reasonably acceptable to the Collateral Agent with respect to each Deposit Account; *provided however*, a collateral control agreement shall not be required for any individual Deposit Account with an amount less than \$15,000 at all times; notwithstanding the foregoing, in no event shall the aggregate amount in all Deposit Accounts not subject to collateral control agreement exceed \$100,000 at any time), Securities Account, Commodity Account or Letter-of-Credit Right in or to which such Grantor has any right or interest in order to perfect the security interest created hereunder in favor of the Collateral Agent (including giving the Collateral Agent "control" over such Collateral within the meaning of the applicable

provisions of Article 8 and Article 9 of the UCC), but excluding the Deposit Accounts and Securities Accounts identified on **Schedule IV-B**, which are used exclusively for employee payroll or employee trust accounts, (vi) executing and delivering or causing to be delivered written notice to insurers of the Collateral Agent's security interest in, or claim in or under, any policy of insurance (including unearned premiums), (vii) using its best efforts to obtain acknowledgments from bailees having possession of any Collateral and waivers of liens from landlords and mortgagees of any location where any of the Collateral in an aggregate amount in excess of \$250,000 may from time to time be stored or located, and (viii) placing the interest of the Collateral Agent as lienholder (or other similar designation) on the Certificate of Title of any motor vehicles or other Equipment constituting Collateral owned by such Grantor which is covered by a Certificate of Title and delivering the original thereof to the Collateral Agent or its designated agent), it being understood that the Grantors shall not be required to comply with the foregoing requirements of this clause (viii) prior to an Event of Default unless the aggregate book value of motor vehicles and such Equipment exceeds \$750,000 (in which case, and in the case of an Event of Default, all Certificates of Title will be required to be delivered with the Collateral Agent's Lien properly noted thereon). Such Grantor also hereby authorizes the Collateral Agent and each Secured Party to file any such financing or continuation statement, and any amendments thereto, all without the signature of such Grantor. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law, and without limiting the generality of the foregoing, the Collateral Agent is expressly authorized to use a collateral description that encompasses "all assets" or "all personal property" or words of similar import in any such financing statement. If any amount payable under or in connection with any of the Collateral is or shall become evidenced by any Instrument, such Instrument, other than checks and notes received in the ordinary course of business and any Instrument in the outstanding or stated amount of less than \$25,000, shall be duly endorsed in a manner reasonably satisfactory to the Collateral Agent and delivered to the Collateral Agent promptly and in any event within five (5) Business Days of such Grantor's receipt thereof. If at any time any Grantor shall hold any Investment Property comprised of certificated or uncertificated securities, such Grantor shall promptly, and in any event within five (5) Business Days of such Grantor's acquisition or receipt thereof, pledge such Investment Property to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the terms of a pledge agreement in form and substance satisfactory to the Collateral Agent.

**(b) Maintenance of Records.** Such Grantor shall keep and maintain, at its own cost and expense, satisfactory and complete records of its Collateral, including a record of all payments received and all credits granted with respect to such Collateral and all other dealings with such Collateral.

**(c) Indemnification.** In any suit, proceeding or action brought by the Collateral Agent or any Secured Party relating to any of such Grantor's Accounts, Chattel Papers, Deposit Accounts, General Intangibles (including any Contracts), Instruments, Letter-of-Credit Rights or Investment Properties for any sum owing thereunder, or to enforce any provision of any of such Grantor's Accounts, Chattel Papers, Deposit Accounts, General Intangibles (including any Contracts), Instruments, Letter-of-Credit Rights or Investment Properties, such Grantor shall save, indemnify and keep the Collateral Agent, each Secured Party, and each of their respective officers, directors, employees, agents, advisors, and representatives (collectively, the

“Indemnified Persons”) harmless from and against any and all liabilities, expenses, losses or damages suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the obligor thereunder arising out of a breach by such Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to, or in favor of, such obligor or its successors from such Grantor, and all such obligations of such Grantor shall be and remain enforceable against and only against such Grantor and shall not be enforceable against any Indemnified Person. Each Grantor, jointly and severally, hereby further shall save, indemnify and keep each Indemnified Person harmless from, any and all claims, liabilities, expenses, losses or damages arising out of, resulting from, or otherwise related to the subject matter of this Agreement, including but not limited to any claims, liabilities, expenses, losses or damages arising out of or resulting from (a) the failure by such Grantor to perform any obligations or undertakings required to be performed by such Grantor under or in connection with the Collateral (including the failure of any warranty or representation (express or implied) in respect of the sale of any Inventory), (b) any failure by such Grantor, in connection with any of the Collateral, to comply with any applicable Requirement of Law, or (c) any bodily injury, death or property damage occurring in connection with the use, sale or other disposition of the Collateral; *provided* that such Grantor shall not be liable to any Indemnified Person pursuant to this **Section 5(c)** solely to the extent any such liability, expense, loss or damage is determined by a court of competent jurisdiction to have been caused by such Indemnified Person’s own gross negligence or willful misconduct. The benefits of this Section 5(c) shall survive the termination of this Agreement.

**(d) Limitation on Liens on Collateral.** Such Grantor shall not create, permit or suffer to exist, and shall defend its Collateral against and take such other action as is necessary to remove, any Lien on such Collateral, except for Liens expressly permitted under the Note Agreement. Such Grantor shall further defend the right, title and interest of the Collateral Agent in and to any of such Grantor’s rights under the Collateral and in and to the Proceeds thereof against the claims and demands of all Persons whomsoever.

**(e) Limitations on Modifications of Accounts, Etc.** Upon the occurrence and during the continuation of any Event of Default, such Grantor shall not, without the Collateral Agent’s prior written consent, acting pursuant to the direction of the Required Holders, grant any extension of the time of payment of any Account, Chattel Paper or Instrument or amounts due under any Contract, Deposit Account, Letter-of-Credit Right or Investment Property, in each case constituting Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon other than trade discounts granted in the ordinary course of business of such Grantor.

**(f) Maintenance of Insurance.** Such Grantor shall maintain, with financially sound and reputable companies, insurance with respect to their respective properties and businesses against such casualties and contingencies, of such types, on such terms and in such amounts (including deductibles, co-insurance and self-insurance, if adequate reserves are maintained with respect thereto) as is customary in the case of entities of established reputations engaged in the same or a similar business and similarly situated. In addition, such Grantor shall maintain, with financially sound and reputable companies, insurance policies insuring (a) its Equipment, Fixtures and Inventory against loss by fire, explosion, theft and such other casualties

as are usually insured against by companies engaged in the same or similar businesses, and reasonably satisfactory to the Required Holders, and (b) against liability for personal injury and property damage relating to such Equipment, Fixtures and Inventory, and reasonably satisfactory to the Required Holders. The Grantor, at its expense, shall obtain a loss payable endorsement to each policy of property insurance in favor of the Collateral Agent for the benefit of the Secured Parties and each policy of liability insurance shall name the Collateral Agent for the benefit of the Secured Parties as an additional insured. Each Grantor shall, if so requested by the Collateral Agent, acting pursuant to the direction of the Required Holders, deliver to the Collateral Agent, as often as the Collateral Agent may reasonably request pursuant to such direction, a report of a reputable insurance broker reasonably satisfactory to the Required Holders with respect to the insurance on its Equipment, Fixtures and Inventory. All policies of insurance required to be maintained pursuant to this **Section 5(f)** shall (i) contain a clause which provides that the Collateral Agent's and the Secured Parties' interests under the policy shall not be invalidated by any act or omission to act of, or any breach of warranty by, the insured, or by any change in the title, ownership or possession of the insured property, or by the use of the property for purposes more hazardous than is permitted in the policy; and (ii) provide that, as to the interests of the Collateral Agent under such policies, no cancellation, reduction in amount or change in coverage thereof shall be effective until at least 30 days (or, in the case of non-payment of premium, 10 days) after receipt by the Collateral Agent or the applicable Grantor of written notice thereof (and if such written notice is delivered to any Grantor, such Grantor shall, upon receipt thereof, deliver prompt written notice thereof to the Collateral Agent).

**(g) [Reserved.]**

**(h) Limitations on Disposition.** Such Grantor shall not sell, lease, license, transfer or otherwise dispose of any of such Collateral, or attempt or contract to do so, except as permitted by the Note Agreement.

**(i) Further Identification of Collateral.** Such Grantor shall, if so requested by the Collateral Agent, furnish to the Collateral Agent, as often as the Collateral Agent shall reasonably request, (i) statements and schedules further identifying and describing its Collateral and such other reports in connection with such Collateral as the Collateral Agent may reasonably request, all in reasonable detail and (ii) promptly (and in any event within 20 days after its receipt of the respective request) such updated Schedules to this Agreement as may from time to time be reasonably requested by the Collateral Agent.

**(j) Notices.** Such Grantor shall advise the Collateral Agent promptly upon obtaining knowledge thereof, in reasonable detail, of (a) any material Lien, other than Liens expressly permitted under the Note Agreement, attaching to or asserted against any of its Collateral, (b) the occurrence of any other event which could have a material adverse effect with respect to the Collateral or on the security interest created hereunder, and (c) the acquisition of any Commercial Tort Claim and grant to the Collateral Agent, for the benefit of the Secured Parties, of a security interest therein and in the proceeds thereof.

**(k) Right of Inspection and Audit.** Such Grantor shall permit the Collateral Agent and the Secured Parties such rights of visitation, inspection and audit of the Collateral as provided in the Note Agreement or any other Transaction Document.

**(l) Maintenance of Properties.** Such Grantor shall, and shall cause each of its Subsidiaries to, (i) maintain and keep, or cause to be maintained and kept, their respective properties, assets and facilities, including its Equipment and Fixtures in good repair, working order and condition (other than ordinary wear and tear), so that the business carried on in connection therewith may be properly conducted at all times, and (ii) maintain and preserve all material rights, privileges and franchises that such Grantor or its Subsidiaries now have, in each case, except to the extent that the failure to do so would not reasonably be expected to have a Material Adverse Effect.

**(m) Covenants Regarding Intellectual Property.**

**(i)** Such Grantor shall notify the Collateral Agent promptly (A) if it knows or has reason to know that any application or registration relating to any Patent or Trademark of such Grantor which is material to the conduct of such Grantor's business may become abandoned, (B) if a terminal disclaimer is filed with respect to any Patent in the United States Patent and Trademark Office, or (C) of any other adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office, or any court) regarding such Grantor's ownership or license of any Intellectual Property which is material to the conduct of such Grantor's business, its right to register the same, or to keep and maintain the same.

**(ii)** Such Grantor shall take all commercially reasonable steps necessary (if any be required) to prevent any misuse, infringement, invalidation, misappropriation, dilution, forfeiture, dedication to the public, unauthorized use or abandonment of its Copyrights, Patents, Trademarks or other Intellectual Property, whether owned or licensed. Such Grantor's efforts pursuant to this **Section 5(m)(ii)** shall include, but not be limited to: (A) establishing prudent security measures and procedures governing access to, and use of, property protected by such Copyrights, Trademarks or Patents or of such Intellectual Property owned or licensed by such Grantor or developed by any Person on behalf of such Grantor; (B) establishing and maintaining in force any agreements with employees and consultants or any written terms of employment, as are customarily used in such Grantor's industry for the protection of such Intellectual Property; and (C) vigorous enforcement of such Grantor's rights in any such Intellectual Property.

**(iii)** In no event shall such Grantor, either itself or through any agent, employee, licensee or designee, file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office, any Copyright with the United States Copyright Office, or in any similar office or agency of the United States of America, any State thereof or any other country or other foreign jurisdiction unless it promptly informs the Collateral Agent and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents, and papers as may be reasonably necessary to evidence the Collateral Agent's security interest in such Copyright, Patent or Trademark, including, with respect to Trademarks, the goodwill of such Grantor, relating thereto or represented thereby.

(iv) Such Grantor shall take all reasonable and necessary action to maintain and pursue each application (and to obtain the relevant registration) and to maintain the registration of each of the Copyrights, Patents and Trademarks of such Grantor which is material to the conduct of such Grantor's business, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

(v) In the event that any Copyright, Patent or Trademark of such Grantor is infringed, violated, misappropriated or diluted by or by reason of a third party, such Grantor shall notify the Collateral Agent promptly after such Grantor learns thereof and shall, unless such Grantor shall reasonably determine that such Copyright, Patent or Trademark is not material to the conduct of such Grantor's business, promptly sue for infringement, misappropriation or dilution or other claims (including remedies at law and in equity) and to recover any and all damages for such infringement, misappropriation or dilution or other claims or take such other actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Copyright, Patent or Trademark. In the event that a Grantor believes that any Copyright, Patent or Trademark that is material to the conduct of such Grantor's business will be imminently infringed, such Grantor shall promptly notify the Collateral Agent.

(vi) Such Grantor covenants and agrees that in the event any Patent is or becomes subject to a terminal disclaimer, the security interest granted in this Agreement shall extend to the Patent necessitating the disclaimer and such Patent shall not be sold, transferred or otherwise alienated without the prior written consent of the Collateral Agent.

(vii) For purposes of this Section 5(m), any right or interest in Material IP (as defined in the Note Agreement) held by any Grantor shall be deemed to be material to the conduct of such Grantor's business.

(n) **Covenants Regarding Federal Government Contracts.** If any Account or Chattel Paper of any Grantor arises out of a contract or contracts with the United States of America or any department, agency, or instrumentality thereof, such Grantor shall (i) promptly notify the Collateral Agent thereof in writing, and execute and deliver in connection therewith (A) a collateral assignment of claims in favor of the Collateral Agent, and (B) a notice of collateral assignment of claims directed to the appropriate federal government agencies and agents thereof as required under applicable law, each in form and substance reasonably satisfactory to the Collateral Agent, (ii) promptly take any other steps reasonably required by the Collateral Agent in order to ensure that all moneys due or to become due under such contract or contracts shall be collaterally assigned to the Collateral Agent, for the benefit of the Secured Parties, and notice thereof given under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727; 41 U.S.C. 15), or other applicable law, and (iii) promptly update **Schedule VII** hereto and deliver a copy of such revised schedule to the Collateral Agent, together with copies of all related contracts evidencing such Accounts and/or Chattel Paper. Notwithstanding the foregoing, the Grantors shall not be required to comply with the foregoing in connection with purchase orders for the publication of notices so long as the aggregate amount owing under all of such purchase orders does not at any time exceed \$100,000.

#### SECTION 6. [Reserved.]

**SECTION 7. The Collateral Agent's Appointment as Attorney-in-Fact.**

(a) Subject to **Section 7(b)** below, each Grantor hereby irrevocably constitutes and appoints the Collateral Agent and any officer, co-agent or sub-agent thereof with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time at the Collateral Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Collateral Agent the power and right (but not the obligation), on behalf of such Grantor, without notice to or assent by such Grantor to do the following:

(i) to ask, demand, collect, receive and give acquittances and receipts for any and all monies due or to become due under any of such Grantor's Collateral and, in the name of such Grantor in its own name or otherwise to take possession of, endorse and collect any checks, drafts, notes, acceptances or other Instruments for the payment of monies due under any such Collateral and to file any claim or to take or commence any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Collateral Agent for the purpose of collecting any and all such monies due under any such Collateral whenever payable;

(ii) to pay or discharge any Liens, including any tax lien, levied or placed on or threatened against such Collateral, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof, which actions shall be on behalf and for the benefit of the Secured Parties and the Collateral Agent and not such Grantor; and

(iii) to (A) direct any Person liable for any payment under or in respect of any of such Collateral to make payment of any and all monies due or to become due thereunder directly to the Collateral Agent or as the Collateral Agent shall direct, (B) receive payment of any and all monies, claims and other amounts due or to become due at any time arising out of or in respect of any such Collateral, (C) sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with Accounts and other Instruments and Documents constituting or relating to such Collateral, (D) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect such Collateral or any part thereof and to enforce any other right in respect of any such Collateral, (E) defend any suit, action or proceeding brought against such Grantor with respect to any such Collateral, (F) settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as the Collateral Agent may deem appropriate, (G) license or, to the extent permitted by an applicable license, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any Patent, Copyright, Trademark or other Intellectual Property throughout the world for such term or terms, on such conditions and in such manner as the Collateral Agent shall in its sole discretion determine, and (H) sell, transfer, pledge, make any agreement with respect to, or otherwise deal with, any of such Collateral as fully and completely as though the Collateral Agent were the absolute owner thereof for all purposes, and to do, at the Collateral Agent's option and such Grantor's expense, at any time, or from time to time, all acts and things which the Collateral Agent may reasonably deem necessary to protect, preserve or realize upon such Collateral and the Collateral Agent's security interest therein in order to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.



(b) The Collateral Agent agrees that, except upon the occurrence and during the continuation of an Event of Default, it shall not exercise the power of attorney or any rights granted to the Collateral Agent, on behalf and for the benefit of the Secured Parties, pursuant to this **Section 7**. Each Grantor hereby ratifies, to the extent permitted by law, all that said attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted pursuant to this **Section 7** is a power coupled with an interest and shall be irrevocable until the Secured Obligations are finally and completely paid and performed in full; *provided* that the foregoing power of attorney shall terminate upon the full, complete and final payment and performance of the Secured Obligations and the termination of all commitments and obligations of the Secured Parties under the Transaction Documents.

(c) The powers conferred on the Collateral Agent hereunder are solely to protect the Collateral Agent's and each Secured Party's interests in the Collateral and shall not impose any duty upon the Collateral Agent to exercise any such powers. The Collateral Agent shall have no duty as to any Collateral, including any responsibility for (i) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral, or (ii) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Investment Property, whether or not the Collateral Agent has or is deemed to have knowledge of such matters. Without limiting the generality of the preceding sentence, the Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Collateral if it takes such action for that purpose as the applicable Grantor reasonably requests in writing at times other than upon the occurrence and during the continuance of any Event of Default. Failure of the Collateral Agent to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care. No failure of the Collateral Agent to do any act not so requested shall be deemed a failure to act reasonably. The Collateral Agent shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees, agents or representatives shall be responsible to any Grantor for any act or failure to act.

(d) Each Grantor also authorizes the Collateral Agent, on behalf of itself and the Secured Parties, at any time, and from time to time, upon the occurrence and during the continuation of any Event of Default, to (i) communicate in its own name with any party to any Contract of such Grantor with regard to the assignment of the right, title and interest of such Grantor in and under the Contracts hereunder and other matters relating thereto, and (ii) execute, in connection with the sale of such Grantor's Collateral provided for in **Section 7**, any endorsements, assignments or other instruments of conveyance or transfer with respect to such Collateral.

(e) If any Grantor fails to perform or comply with any of its agreements contained herein and the Collateral Agent or any Secured Party, as provided for by the terms of this Agreement, shall perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses, including reasonable attorneys' fees and expenses, of the Collateral Agent or such Secured Party, shall be payable by such Grantor to the Collateral Agent within (3) three days of written demand and shall constitute Secured Obligations secured hereby.

**SECTION 8. Rights and Remedies Upon Default.** It shall be an “**Event of Default**” hereunder if any Event of Default (as defined in the Note Agreement) shall occur. If any Event of Default shall have occurred and be continuing, the Collateral Agent shall have the following rights and remedies as set forth in this **Section 8**:

(a) The Collateral Agent may exercise, in addition to all other rights and remedies granted to it under this Agreement, the Note Agreement, the Subsidiary Guaranty Agreement, the other Transaction Documents and under any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the UCC and other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that in any such event, the Collateral Agent, without demand of performance or other demand, advertisement or notice of any kind (except the notice specified below of time and place of public or private sale) to or upon such Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC and other applicable law), may (i) reclaim, take possession, recover, store, maintain, finish, repair, prepare for sale or lease, shop, advertise for sale or lease and sell or lease (in the manner provided herein) the Collateral, and in connection with the liquidation of the Collateral and collection of the accounts receivable pledged as Collateral, use any Trademark, Copyright, or process used or owned by such Grantor, and (ii) forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and may forthwith sell, lease, assign, give an option or options to purchase or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker’s board or at any of the Collateral Agent’s offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. To the extent any Grantor has the right to do so, such Grantor authorizes the Collateral Agent, on the terms set forth in this **Section 8**, to enter the premises where the Collateral is located, to take possession of the Collateral, or any part of it, and to pay, purchase, contact, or compromise any encumbrance, charge, or lien which, in the opinion of the Collateral Agent, appears to be prior or superior to its security interest. The Collateral Agent or any Secured Party shall have the right, upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of said Collateral so sold, free of any right or equity of redemption, which equity of redemption each Grantor hereby releases. Each Grantor further agrees, at the Collateral Agent’s request, to assemble its Collateral and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at such Grantor’s premises or elsewhere. The Collateral Agent and the Secured Parties shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale as provided in **Section 8(h)**, below, with each Grantor remaining jointly and severally liable for any deficiency remaining unpaid after such application, and only after so paying over such net proceeds and after the payment by the Collateral Agent of any other amount required by any provision of law, need the Collateral Agent account for the surplus, if any, to any Grantor. To the maximum extent permitted by applicable law, each Grantor waives all claims, damages, and demands against the Collateral Agent or any Secured Party arising out of the repossession, retention or sale of the Collateral. Each Grantor agrees that the Collateral Agent need not give

more than ten (10) days' notice (which notification shall be deemed given if sent in accordance with **Section 12(a)**) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. Each Grantor shall remain liable for any deficiency if the proceeds of any sale or disposition of its Collateral are insufficient to pay all amounts to which the Collateral Agent and the Secured Parties are entitled from such Grantor, such Grantor also being liable for the attorneys' fees and expenses of any attorneys employed by the Collateral Agent or any Secured Party to collect such deficiency.

**(b)** As to any Collateral constituting certificated securities or uncertificated securities, if, at any time when the Collateral Agent shall determine to exercise its right to sell the whole or any part of such Collateral hereunder, such Collateral or the part thereof to be sold shall not, for any reason whatsoever, be effectively registered under the Securities Act of 1933, as amended (as so amended the "**Act**"), the Collateral Agent may, in its discretion (subject only to applicable Requirements of Law), sell such Collateral or any part thereof by private sale in such manner and under such circumstances as the Collateral Agent may deem desirable, but subject to the other requirements of this **Section 8(b)**, and shall not be required to effect such registration or cause the same to be effected. Without limiting the generality of the foregoing, in any such event, the Collateral Agent may, in its sole discretion: (i) in accordance with applicable securities laws, proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Collateral or part thereof could be or shall have been filed under the Act; (ii) approach and negotiate with a single possible purchaser to effect such sale; and (iii) restrict such sale to a purchaser who will represent and agree that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Collateral or part thereof. In addition to a private sale as provided above in this **Section 8(b)**, if any of such Collateral shall not be freely distributable to the public without registration under the Act at the time of any proposed sale hereunder, then the Collateral Agent shall not be required to effect such registration or cause the same to be effected but may, in its sole discretion (subject only to applicable requirements of law), require that any sale hereunder (including a sale at auction) be conducted subject to such restrictions as the Collateral Agent may, in its sole discretion, deem desirable in order that such sale (notwithstanding any failure so to register) may be effected in compliance with the Bankruptcy Code and other laws affecting the enforcement of creditors' rights and the Act and all applicable state securities laws.

**(c)** Each Grantor agrees that in any sale of any of such Collateral, whether at a foreclosure sale or otherwise, the Collateral Agent is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications and restrict such prospective bidders and purchasers to Persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental authority, and each Grantor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Collateral Agent nor any Secured Party be liable nor accountable to such Grantor for any discount allowed by reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

(d) Each Grantor also agrees to pay all fees, costs, and reasonable expenses of the Collateral Agent or any of the Secured Parties, including reasonable attorneys' fees and expenses, incurred in connection with the enforcement of any of its rights and remedies hereunder.

(e) Upon the Collateral Agent's request, each Grantor agrees that it will promptly execute assignments of its entire right, title and interest in and to each its Patents, Trademarks, Copyrights, and Licenses. Such assignments shall be in form and content which is recordable in the United States Patent and Trademark Office or Copyright Office, or in any similar office or agency of the United States of America, any State thereof or any other country or other foreign jurisdiction, as applicable, and otherwise reasonably acceptable to the Collateral Agent.

(f) Except as otherwise expressly permitted herein, each Grantor hereby waives presentment, demand, protest or any notice (to the maximum extent permitted by applicable law) of any kind in connection with this Agreement or any Collateral.

(g) Each Grantor agrees that a breach of any covenants contained in this **Section 8** will cause irreparable injury to the Collateral Agent, on behalf of itself and the Secured Parties, that in such event the Collateral Agent and the Secured Parties would have no adequate remedy at law in respect of such breach and, as a consequence, agrees that in such event each and every covenant contained in this **Section 8** shall be specifically enforceable against such Grantor, and each Grantor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that the Secured Obligations are not then due and payable.

(h) The Proceeds of any sale, disposition or other realization upon all or any part of the Collateral shall be distributed by the Collateral Agent in the following order of priorities:

**First**, to the Collateral Agent in an amount sufficient to pay in full the costs payable hereunder of the Collateral Agent in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances incurred or made by the Collateral Agent in connection therewith, including reasonable attorneys' fees and expenses;

**Second**, to the Secured Parties in an amount sufficient to pay in full the reasonable costs of the Secured Parties in connection with such sale, disposition or other realization, including all fees, costs, expenses, liabilities and advances incurred or made by the Secured Parties in connection therewith, including reasonable attorneys' fees and expenses;

**Third**, to the Secured Parties in an amount equal to the then unpaid principal of and accrued interest, premium, non-usage and all other fees and charges payable on the Secured Obligations;

**Fourth**, to the Secured Parties in an amount equal to any other Secured Obligations under any of the Transaction Documents which are then unpaid;

**Fifth**, upon payment in full of all of the Secured Obligations, to the Second Priority Representative (as defined in the Intercreditor Agreement) in accordance with the terms of and to the extent provided in the Intercreditor Agreement; and

**Finally**, to the Grantors or their representatives according to their interests or as a court of competent jurisdiction may direct.

**SECTION 9. Grant of License to Intellectual Property.** For the purpose of enabling the Collateral Agent to exercise its rights and remedies under **Section 8**, at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any Copyright, Patent or Trademark, and to exercise any rights held by such Grantor under any License, now owned or hereafter acquired by such Grantor or in which such Grantor now holds or hereafter acquires any interest, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer and automatic machinery software and programs used for the compilation or printout thereof, subject to any applicable restrictions or limitations contained in such License.

**SECTION 10. Limitation on the Collateral Agent's Duty in Respect of Collateral.** Beyond the exercise of reasonable care in the custody thereof and the duty to account for monies actually received by it, the Collateral Agent shall have no duty as to any Collateral in its possession or control or in the possession or control of any agent or bailee as may be selected by the Collateral Agent with reasonable care or any income thereon or as to preservation of rights against prior parties or any other rights pertaining thereto and the Collateral Agent shall not be responsible for filing any financing or continuation statements or recording any documents or instruments in any public office at any time or times or otherwise perfecting or maintaining the perfection of any security interest in the Collateral. The Collateral Agent shall be deemed to have exercised reasonable care in the custody of the Collateral in its possession if the Collateral is accorded treatment substantially equal to that which it accords its own property and shall not be liable or responsible for any loss or diminution in the value of any of the Collateral, by reason of the act or omission of any carrier, forwarding agency or other agent or bailee as may be selected by the Collateral Agent with reasonable care. The Collateral Agent shall not be responsible for the existence, genuineness or value of any of the Collateral or for the validity, perfection, priority or enforceability of the Liens in any of the Collateral, whether impaired by operation of law or by reason of any of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes gross negligence, bad faith or willful misconduct on the part of the Collateral Agent, for the validity or sufficiency of the Collateral or any agreement or assignment contained therein, for the validity of the title of any Grantor to the Collateral, for insuring the Collateral or for the payment of taxes, charges, assessments or Liens upon the Collateral or otherwise as to the maintenance of the Collateral.

Additionally, in no event shall the Collateral Agent be responsible or liable for (i) special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Collateral Agent has been advised of the likelihood of such loss or damage and regardless of the form of action, or (ii) any failure or delay in the

performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Collateral Agent shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

**SECTION 11. Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective against each Grantor should any petition be filed by or against such Grantor for liquidation or reorganization, should such Grantor become insolvent or make an assignment for the benefit of creditors or should a receiver or trustee be appointed for all or any significant part of such Grantor's property and assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment or performance of the Secured Obligations, or any part thereof, is, pursuant to applicable law, avoided, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is avoided, rescinded, reduced, restored or returned, the Secured Obligations shall be reinstated and deemed reduced only by such amount paid and not so avoided, rescinded, reduced, restored or returned.

**SECTION 12. Miscellaneous.**

**(a) Notices.** Any notice or other communication hereunder shall be addressed and delivered (i) to Pulitzer by delivering such notice in accordance with Section 12H of the Note Agreement, (ii) to STL Post-Dispatch by delivering such notice in accordance with Section 12H of the Note Agreement, (iii) to the Initial Subsidiary Grantors, pursuant to Section 14 of the Subsidiary Guaranty Agreement, (iv) to an Additional Grantor, pursuant to its Joinder Agreement and (v) to the Collateral Agent at the address, facsimile number or e-mail address set forth under the Collateral Agent's signature block of this Agreement.

**(b) Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**(c) Headings.** The various headings in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this agreement or any provisions hereof.

**(d) No Waiver; Cumulative Remedies.**

**(i)** The Collateral Agent and each Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of their respective rights or remedies hereunder, nor shall any single or partial exercise of any right or remedy hereunder on any one occasion preclude the further exercise thereof or the exercise of any other right or remedy.

(ii) The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

(iii) None of the terms or provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by each of the Grantors and the Collateral Agent.

(e) **Time is of the Essence.** Time is of the essence for the performance of each of the terms and provisions of this Agreement.

(f) **Termination of this Agreement.** Subject to **Section 11**, this Agreement shall terminate upon the full, complete and final payment and performance of the Secured Obligations.

(g) **Release of Collateral.** Upon any sale or other disposition of title in or to any assets of any Grantor constituting Collateral permitted to be sold or disposed of under the Note Agreement, the Collateral Agent, at the reasonable request and at the expense of the applicable Grantor, will execute and deliver to such Grantor such instruments provided to it (including UCC partial release statements) acknowledging the release of the Collateral Agent's security interest in such Collateral so sold or otherwise disposed of, *provided* that such security interest shall continue to attach to and be perfected in the Proceeds of such Collateral, and will record such instruments with the United States Patent and Trademark Office and the United States Copyright Office as may be necessary to evidence the release of the Collateral Agent's security interest in such Collateral.

(h) **Successor and Assigns.** This Agreement and all obligations of each of the Grantors hereunder shall be binding upon the successors and assigns of each such Grantor, and shall, together with the rights and remedies of the Collateral Agent and the Secured Parties hereunder, inure to the benefit of such Collateral Agent and the Secured Parties, and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Secured Obligations or any portion thereof or interest therein shall in any manner affect the security interest created herein and granted to the Collateral Agent hereunder.

(i) **Governing Law.** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE INTERNAL LAW OF THE STATE OF NEW YORK, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

(j) **Waiver of Jury Trial.** THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT, OR ANY DEALINGS BETWEEN OR AMONG THEM RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY AND THE SECURED PARTY/GRANTOR RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING

OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

**(k) Jurisdiction; Venue.** Each Grantor irrevocably agrees that any legal action or proceeding with respect to this Agreement, the other Transaction Documents or any of the agreements, documents or instruments delivered in connection herewith shall be brought in the courts of the State of New York, or the United States of America for the Southern District of New York as the Collateral Agent or any Secured Party may elect, and, by execution and delivery hereof, each Grantor accepts and consents to, for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and agrees that such jurisdiction shall be exclusive, unless waived by the Required Holders in writing, with respect to any action or proceeding brought by such Grantor against the Collateral Agent or any other Secured Party. Nothing herein shall limit the right that the Collateral Agent or any Secured Party may have to bring proceedings against any Grantor in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction. Each Grantor hereby waives, to the full extent permitted by law, any right to stay or to dismiss any action or proceeding brought before said courts on the basis of *forum non conveniens*.

**(l) Counterparts.** This Agreement may be executed in any number of counterparts (including those transmitted by electronic transmission (including, without limitation, facsimile and e-mail)), each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Delivery of this Agreement may be made by facsimile or e-mail transmission of a duly executed counterpart copy hereof.

**(m) Additional Grantors.** From time to time subsequent to the date hereof, additional Subsidiaries and/or Affiliates of Pulitzer may become parties hereto, as additional Grantors (each, an “**Additional Grantor**”), by executing a Joinder Agreement. Upon the delivery of the Joinder Agreement to the Collateral Agent, such Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereof.



**(n) Incorporation by Reference.** In connection with its execution and acting hereunder, the Collateral Agent is entitled to all rights, privileges, benefits, protections, immunities and indemnities provided to it (i) under the Collateral Documents and (ii) under the Collateral Agency Agreement.

**[The remainder of this page is intentionally left blank.]**

**IN WITNESS WHEREOF**, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized signatory on the date first set forth above.

**GRANTORS:**

**PULITZER INC.**

By: /s/ Carl G. Schmidt

Name: Carl G. Schmidt

Title: Treasurer

**ST. LOUIS POST-DISPATCH LLC**

By: Pulitzer Inc., Managing Member

By: /s/ Carl G. Schmidt

Name: Carl G. Schmidt

Title: Treasurer

**AMPLIFIED DIGITAL, LLC  
FLAGSTAFF PUBLISHING CO.  
HANFORD SENTINEL INC.  
NAPA VALLEY PUBLISHING CO.  
PANTAGRAPH PUBLISHING CO.  
PULITZER MISSOURI NEWSPAPERS, INC.  
PULITZER NEWSPAPERS, INC.  
PULITZER TECHNOLOGIES, INC.  
SANTA MARIA TIMES, INC.  
SOUTHWESTERN OREGON PUBLISHING CO.  
STAR PUBLISHING COMPANY  
YNEZ CORPORATION**

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

**FAIRGROVE LLC**

By: ST. LOUIS POST-DISPATCH LLC,  
Managing Member

By: PULITZER Inc., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

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**STL DISTRIBUTION SERVICES LLC**

**SUBURBAN JOURNALS OF GREATER ST. LOUIS LLC**

**PULITZER NETWORK SYSTEMS LLC**

By: PULITZER Inc., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

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Accepted and acknowledged by:

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.**, as Collateral Agent

By: /s/ Teresa Petta

Name: Teresa Petta

Title: Vice President

Address for Notices:

The Bank of New York Mellon Trust Company, N.A.

Corporate Trust (Jacksonville)

Attn: Geraldine Creswell, Vice President

10161 Centurion Parkway North, 2<sup>nd</sup> Floor

Jacksonville, Florida 32256

Fax: 904-645-1921

Email: [geri.creswell@bnymellon.com](mailto:geri.creswell@bnymellon.com)

SCHEDULE IA

FILING OFFICES FOR UCC FINANCING STATEMENTS

<u>Grantor</u>	<u>Filing Office</u>
Pulitzer Inc.	Secretary of State – Delaware
Pulitzer Technologies, Inc.	Secretary of State – Delaware
St. Louis Post-Dispatch LLC	Secretary of State – Delaware
Fairgrove LLC	Secretary of State – Delaware
STL Distribution Services LLC	Secretary of State – Delaware
Suburban Journals of Greater St. Louis LLC	Secretary of State – Delaware
Pulitzer Network Systems LLC	Secretary of State – Delaware
Pulitzer Newspapers, Inc.	Secretary of State – Delaware
Flagstaff Publishing Co.	Department of Licensing – Washington
Hanford Sentinel Inc.	Department of Licensing – Washington
Napa Valley Publishing Co.	Department of Licensing – Washington
Pantagraph Publishing Co.	Secretary of State – Delaware
Pulitzer Missouri Newspapers, Inc.	Secretary of State – Delaware
Santa Maria Times, Inc.	Secretary of State – Nevada
Southwestern Oregon Publishing Co.	Secretary of State – Oregon
Ynez Corporation	Secretary of State – California
Star Publishing Company	Secretary of State – Arizona
Amplified Digital, LLC	Secretary of State – Delaware

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**SCHEDULE IB**

**CHIEF EXECUTIVE OFFICE**

**SCHEDULE IC**  
**JURISDICTION OF ORGANIZATION**

<b>GRANTOR</b>	<b>JURISDICTION</b>
Pulitzer Inc.	Delaware
Pulitzer Technologies, Inc.	Delaware
St. Louis Post-Dispatch LLC	Delaware
Fairgrove LLC	Delaware
STL Distribution Services LLC	Delaware
Suburban Journals of Greater St. Louis LLC	Delaware
Pulitzer Network Systems LLC	Delaware
Pulitzer Newspapers, Inc.	Delaware
Flagstaff Publishing Co.	Washington
Hanford Sentinel Inc.	Washington
Napa Valley Publishing Co.	Washington
Pantagraph Publishing Co.	Delaware
Pulitzer Missouri Newspapers, Inc.	Delaware
Santa Maria Times, Inc.	Nevada
Southwestern Oregon Publishing Co.	Oregon
Ynez Corporation	California
Star Publishing Company	Arizona
Amplified Digital, LLC	Delaware

**SCHEDULE ID**  
**LOCATIONS OF COLLATERAL**

<b>GRANTOR</b>	<b>LOCATION(S)</b>
Pulitzer Inc.	201 N. Harrison Street, Suite 600, Davenport, IA 52801 900 N. Tucker Blvd., St. Louis, MO 63101-1099
Pulitzer Technologies, Inc.	201 N. Harrison Street, Suite 600, Davenport, IA 52801 900 N. Tucker Blvd., St. Louis, MO 63101-1099
St. Louis Post-Dispatch LLC	201 N. Harrison Street, Suite 600, Davenport, IA 52801 900 N. Tucker Blvd., St. Louis, MO 63101-1099
Fairgrove LLC	201 N. Harrison Street, Suite 600, Davenport, IA 52801 900 N. Tucker Blvd., St. Louis, MO 63101-1099
STL Distribution Services LLC	201 N. Harrison Street, Suite 600, Davenport, IA 52801 900 N. Tucker Blvd., St. Louis, MO 63101-1099
Suburban Journals of Greater St. Louis LLC	201 N. Harrison Street, Suite 600, Davenport, IA 52801 900 N. Tucker Blvd., St. Louis, MO 63101-1099
Pulitzer Network Systems LLC	201 N. Harrison Street, Suite 600, Davenport, IA 52801 900 N. Tucker Blvd., St. Louis, MO 63101-1099
Pulitzer Newspapers, Inc.	201 N. Harrison Street, Suite 600, Davenport, IA 52801 404 W. 3700 N., Provo, UT 84604
Flagstaff Publishing Co.	201 N. Harrison Street, Suite 600, Davenport, IA 52801 1751 S. Thompson St., Flagstaff, AZ 86001
Hanford Sentinel Inc.	201 N. Harrison Street, Suite 600, Davenport, IA 52801 300 E. 6 <sup>th</sup> Street, Hanford, CA 93232
Napa Valley Publishing Co.	201 N. Harrison Street, Suite 600, Davenport, IA 52801 1615 2 <sup>nd</sup> Street, Napa, CA 94559
Pantagraph Publishing Co.	201 N. Harrison Street, Suite 600, Davenport, IA 52801 301 W. Washington St., Bloomington, IL 61702
Pulitzer Missouri Newspapers, Inc.	201 N. Harrison Street, Suite 600, Davenport, IA 52801 900 N. Tucker Blvd., St. Louis, MO 63101-1099
Santa Maria Times, Inc.	201 N. Harrison Street, Suite 600, Davenport, IA 52801 3200 Skyway Dr., Santa Maria, CA 93455



<b>GRANTOR</b>	<b>LOCATION(S)</b>
Southwestern Oregon Publishing Co.	201 N. Harrison Street, Suite 600, Davenport, IA 52801 350 Commercial Ave., Coos Bay, OR 97420
Ynez Corporation	201 N. Harrison Street, Suite 600, Davenport, IA 52801 115 North H Street. Lompoc, CA 93438
Star Publishing Company	201 N. Harrison Street, Suite 600, Davenport, IA 52801 4850 Park Ave, Tucson, AZ 85714
Amplified Digital, LLC	201 N. Harrison Street, Suite 600, Davenport, IA 52801 900 N. Tucker Blvd., St. Louis, MO 63101-1099

**SCHEDULE II**

**LIST OF CHATTEL PAPER, INSTRUMENTS  
AND INVESTMENT PROPERTY**

<b>GRANTOR</b>	<b>COLLATERAL</b>
Pulitzer Inc.	98.95% interest in: St. Louis Post-Dispatch LLC STL Distribution Services LLC  100% interest in: Pulitzer Technologies, Inc. Pulitzer Newspapers, Inc. Suburban Journals of Greater St. Louis LLC Pulitzer Network Systems LLC Star Publishing Company Amplified Digital, LLC  Limited partnership interest in: Sandler Capital Partners IV, L.P. Sandler Capital Partners IV FTE, L.P. Sandler Capital Partners V, L.P. Sandler Capital Partners V FTE, L.P. Sandler Capital Partners V Germany, L.P. 21 <sup>st</sup> Century Communications Partners, L.P. 21 <sup>st</sup> Century Communications T-E Partners, L.P. 21 <sup>st</sup> Century Communications Foreign Partners, L.P. St. Louis Equity Funds, L.P. Minority interest in: Media Brands, L.L.C.
Pulitzer Technologies, Inc.	1.05% interest in: St. Louis Post-Dispatch LLC STL Distribution Services LLC
St. Louis Post-Dispatch LLC	100% ownership of Fairgrove LLC
Fairgrove LLC	None
STL Distribution Services LLC	None

<b>GRANTOR</b>	<b>COLLATERAL</b>
Suburban Journals of Greater St. Louis LLC	None
Pulitzer Network Systems LLC	None
Pulitzer Newspapers, Inc.	100% interest in: Flagstaff Publishing Co. Hanford Sentinel Inc. Napa Valley Publishing Co. Pantagraph Publishing Co. Pulitzer Missouri Newspapers, Inc. Santa Maria Times, Inc. Southwestern Oregon Publishing Co. Ynez Corporation
Flagstaff Publishing Co.	None
Hanford Sentinel Inc.	None
Napa Valley Publishing Co.	None
Pantagraph Publishing Co.	None
Pulitzer Missouri Newspapers, Inc.	None
Santa Maria Times, Inc.	None
Southwestern Oregon Publishing Co.	None
Ynez Corporation	None
Star Publishing Company	50% interest in TNI Partners
Amplified Digital, LLC	None

**SCHEDULE III**

**PATENTS, PATENT LICENSES, TRADEMARKS, TRADEMARK LICENSES,  
COPYRIGHTS AND COPYRIGHT LICENSES OF THE GRANTORS**

**I. TRADEMARKS**

**A. Registered Federal Trademarks**

**B. Registered State Trademarks**

**II. COPYRIGHTS**

**III. DOMAIN NAMES**

Grantors may use domain names and/or be the registrant of record for domain names that are beneficially owned by third parties that are not subject to or a part of this Agreement and therefore those domain names are not listed in this Schedule.

Grantors may own immaterial domain names that are not used and thus not included in this Schedule. Grantors may also have included immaterial domain names in this Schedule or domain names that were registered for use by third parties. Domain names are set forth in this Schedule under the subsidiaries who are their beneficial owners; however, such domain names may be formally registered to parties including: Pulitzer, Inc., St. Louis Post-Dispatch LLC, Suburban Journals of Greater St. Louis LLC, Pulitzer Newspapers, Inc., Flagstaff Publishing Co., Hanford Sentinel, Inc., or Santa Maria Times, Inc.

**IV. AMES and MASTHEADS (Daily Newspapers Only)**

**V. Trade Names**

**VI. LICENSES**

**VII. PATENTS**

None.

**SCHEDULE IV-A**

**DEPOSIT ACCOUNTS, SECURITIES ACCOUNTS, AND COMMODITY ACCOUNTS  
(Including Grantor, Type of Account, Account Name, Account Number,  
and Name of Institution/Intermediary)**

SCHEDULE IV-B

DEPOSIT ACCOUNTS AND SECURITIES ACCOUNTS  
USED EXCLUSIVELY FOR PAYROLL OR EMPLOYEE TRUST ACCOUNTS  
(Including Grantor, Type of Account, Account Name, Account Number,  
and Name of Institution/Intermediary)

<u>Grantor</u>	<u>Type of Account</u>	<u>Name and Address of Institution/Intermediary</u>	<u>Account Name</u>	<u>Account Number</u>
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None

- 42 -

SCHEDULE V

COLLATERAL SUBJECT TO CERTIFICATES OF TITLE

Asset ID	Serial Number	PIS Date	Disposal Date	Book Cost
<b>Company Name: Bloomington</b>				
000009.20.18	1990 GMC step van #57 1GTKP32K9L35000892	6/1/2005		2,000
000009.20.23	1995 Ford F150 pickup truck #63-VIN 89610 1FTEF14N6SLA89610	6/1/2005		3,000
000009.20.28	1995 Chevy step van #72-VIN 316689 1GBKP32K8S3316689	6/1/2005		3,900
000009.20.32	1999 Chevy step van #77-VIN 304708 1GBKP32R8X3304708	6/1/2005		6,100
000038	Step Van—2000 GMC Model TP31042 (cap #40-020-00)-VIN 323584 5B4KP32R8Y3323584	6/1/2005		14,500
000039	Step Van—2000 GMAC Model P31042 (cap #40-020-00)-VIN 324363 5B4KP32R843324363	6/1/2005		14,500
211	2005 MITSUBISHI GALANT DE #34-VIN 042426 4A3AB26F45E042426	8/1/2005		17,104
212	2005 MITSUBISHI GALANT DE #35-VIN071352 4A3AB26F35E071352	8/1/2005		17,104
23006017	2007 WHITE FORD FREESTAR CARGO VAN—VIN 313703 2FTZA54227BA31370	11/1/2006		17,447
23006018A	2006 WHITE FORD TAURUS-VIN 150511 1FAFP53U26A150511	9/1/2006		13,865
23006018B	2004 GMC SAVANA 2500—VIN 911974 1FTGG25V241911974	11/1/2006		16,612



23007008A	2007 HYUNDAI ACCENT VIN#035185 KMHCM36C97U035185	6/1/2007	13,822
23007008B	2007 HYUNDAI ACCENT VIN#040637 KMHCM36CX7U040637	6/1/2007	13,822
23007008C	2007 HYUNDAI ELANTRA VIN#173676 KMHDU46D17U173676	6/1/2007	16,738
23009006	2009 FORD FOCUS (CASH FOR CLUNKERS) 1FAHP35N99W207961	8/1/2009	12,811
23012101	2013 FREIGHTLINER #80 TRUCK 1FVACWDU5DDFB3984	8/1/2012	77,808
<b>Subtotal: Bloomington (16)</b>			<b>261,133</b>

**Company Name: Coos Bay**

000007	1991 TOYOTA BOX TRUCK-Appraised 7/1/96-VIN 023026 JT5VN94TOM0023026	6/1/2005	900
23106006	2006 FORD E250 CARGO VAN-VIN 06199 1FTNE24L96HA06199	12/1/2005	23,784
23109002	2008 FORD VAN 1FTNE14W38DA91913	3/1/2009	14,577
23111001	2007 FORD E 150 CARGO VAN 1FTNE14LX7DA63160	12/1/2010	14,884
<b>Subtotal: Coos Bay (4)</b>			<b>54,145</b>

**Company Name: Flagstaff**

23306004	2003 CHEVROLET ASTRO VAN-VIN 134105 1GNEL19X93B134105	6/1/2006	14,935
<b>Subtotal: Flagstaff (1)</b>			<b>14,935</b>

**Company Name: Hanford**

000199	Vehicle: 1997 Chevrolet S-10 Pickup Truck -Selma Acquisition 8/7/2000-VIN 212668 1GCCS1441VK212668	6/1/2005	1,380
000200	Vehicle: 1996 Ford Van—Selma Acquisition 8/7/2000-VIN 01713 1FTJE34H0THA01713	6/1/2005	1,380
000216	1999 Isuzu 15' Van (used)—12-001-02-VIN 002255 JALB4B145X7002255	6/1/2005	16,740
000247	2006 FORD E250 ECONOLINE VAN-CIRC-VIN 21245 1FTNS24L96HA21245	7/1/2005	24,534

23408005	2007 TOYOTA TACOMA P 5TENX22N67Z454589	12/1/2007	18,367
23409003A	2008 GMC TC5500 REGULAR CAB 2WD 1GDEC1958F413834	9/1/2009	41,975
23412101	2012 FORD ECONOLINE E350 IFTSE3EL9CDA10232	4/1/2012	33,376
<b>Subtotal: Hanford (7)</b>			<b>137,752</b>
<b>Company Name: Napa Valley Publishing</b>			
000200	2000 USED GMC DELIVERY TRUCK- 14-003-02-VIN 129867 1GDJG31R5Y1129867	6/1/2005	11,850
<b>Subtotal: Napa Valley Publishing (1)</b>			<b>11,850</b>
<b>Company Name: Park Hills - Farmington</b>			
000034	1997 USED ECONOLINE 3/4 TON Cargo Van—48-001-02 1FTHS24L7VHB95620	6/1/2005	3,930
<b>Subtotal: Park Hills - Farmington (1)</b>			<b>3,930</b>
<b>Company Name: PD - Herald</b>			
001667	1999 FORD TAURUS—VIN 239862 1FAFP53S5XA239862	6/1/2005	1,330
<b>Subtotal: PD - Herald (1)</b>			<b>1,330</b>
<b>Company Name: PD - PDLLC</b>			
000223.2	2004 Nissan Sentra—VIN 897881 3N1CB51D14L897881	6/1/2005	8,232
000258.2	2005 Nissan Sentra—VIN 484550 3N1CB51D45L484550	6/1/2005	12,219
000258.3	2005 Nissan Sentra—VIN 474196 3N1CB51D65L474196	6/1/2005	12,219
000258.4	2005 Nissan Sentra—VIN 479073 3N1CB51D45L479073	6/1/2005	12,219
000258.5	2005 Nissan Sentra—VIN 489061 3N1CB51D35L489061	6/1/2005	12,219
22006016A	2006 NISSAN SENTRA—VIN 608793 3N1CB51D36L608793	9/1/2006	14,775
22006016B	2006 NISSAN SENTRA—VIN 623355 3N1CB51DX6L623355	9/1/2006	14,775

22006016C	2006 NISSAN SENTRA—VIN 570926 3N1CB51D26L570926	9/1/2006	14,774
22006016D	2006 NISSAN SENTRA—VIN 582378 3N1CB51D26L582378	9/1/2006	14,774
22006105	2006 NISSAN SENTRA—VIN 611609 3N1CB51DX6L611609	9/1/2006	15,017
<b>Subtotal: PD - PDLCC (10)</b>			<b>131,224</b>

**Company Name: PD - Pulitzer Agency**

001667	1999 FORD TAURUS—VIN 239862 1FAFP53S5XA239862	6/1/2005	1,330
<b>Subtotal: PD - Pulitzer Agency (1)</b>			<b>1,330</b>

**Company Name: Provo**

000395	1999 INTERNATIONAL VAN 24 FT—Lease Buy Out: Diesel Dry Van Unit 902942—10-011-01-VIN 234868 1HTSCABM9YH234868	6/1/2005	22,760
1000405	1999 FORD WINDSTAR—RED W/COMPUTER HW & PRINTER 2FMZA5141XBA48386	8/1/2005	16,445
23807004	2007 GMC DIESEL TRUCK 1GDJ6C1347F401308	5/1/2007	69,153
<b>Subtotal: Provo (3)</b>			<b>108,358</b>

**Company Name: Santa Maria**

000125	1998 Ford Van Model E450-VIN 03472 1FDXE47S7WHC03472	6/1/2005	7,480
000137	Truck (addendum) Signage-VIN 461998 3FRNF65RX7V461998	6/1/2005	120
1900605	2003 FORD DELIVERY VAN-VIN 01466 1FDWE35LXB01466	6/1/2005	12,942
24007005	2007 FORD F650 TRUCK 3FRNF65RX7V461998	12/1/2006	62,895
24011101	2011 WHITE F150 TRUCK 1FTMF1CM9BFB33540	7/1/2011	25,981
<b>Subtotal: Santa Maria (5)</b>			<b>109,418</b>

**Company Name: Star**

027973	93 CHEVY 3/4 TRUCK VIN-3987		
		6/1/2005	1,903
027974	DISPATCH AEROVANS 0080/0163		
		6/1/2005	5,301
027975	95 GMC VAN VIN 1588		
		6/1/2005	4,021
027979	95 GMC VAN VIN 1800		
		6/1/2005	4,021
027988	CIRC STEP VANS VIN-8801 914		
		6/1/2005	1,564
027990	CIRC STEP VANS VIN-8792 915		
		6/1/2005	1,564
027991	CIRC STEP VANS VIN-8619 916		
		6/1/2005	1,564
028311	2 1986 USED FRUEHAUF DRY VANS		
		6/1/2005	744
028317	USED 1985 FRUEHAUF DRY VAN		
		6/1/2005	372
028417.1	HAWKER VANS (4)		
		6/1/2005	17,682
028909	3 TRAILER VANS		
		6/1/2005	792
05088005A	2005 CHEVY VAN—7999		
	1GAHG39U251147999	12/1/2005	15,708
05088005C	2001 HONDA ODYSEY -9845		
	2HKRL18661H559845	12/1/2005	9,069
091311	TNI Vehicle—Adv dispatch		
		6/1/2005	8,161
096977	hawker van id 2031 vin 9921		
		6/1/2005	8,739
096978	box truck id 2051 vin 0643		
		6/1/2005	26,423
<b>Subtotal: Star (16)</b>			<b>107,628</b>
<b>Grand Total</b>			<b><u>943,033</u></b>

**SCHEDULE VI**

**COMMERICAL TORT CLAIMS**

**None over \$100,000**

**SCHEDULE VII**

**FEDERAL GOVERNMENT CONTRACTS**

**None**

- 49 -

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**EXHIBIT A**

**FORM OF JOINDER AGREEMENT**

**JOINDER AGREEMENT  
TO  
SECURITY AGREEMENT**

**Date:** \_\_\_\_\_, 20\_\_\_\_

**Additional Grantor:** Reference is made to that certain Security Agreement, dated as of May 1, 2013 (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "**Security Agreement**"), made by Pulitzer Inc. ("**Pulitzer**"), St. Louis Post-Dispatch LLC and certain other Affiliates and Subsidiaries of Pulitzer, each identified as Grantors therein, in favor of the Collateral Agent identified therein, on behalf and for the benefit of the Secured Parties identified therein. Capitalized terms not defined in this Joinder Agreement shall have the meanings given to them in the Security Agreement. The undersigned acknowledges and agrees it is (or, concurrently with the execution and delivery of this Joinder Agreement, will become) a Subsidiary Guarantor and that, by its execution and delivery of this Joinder Agreement to the Collateral Agent, it hereby joins, and for all purposes becomes, a Grantor under, and a party to, the Security Agreement, and does hereby, mortgage, pledge and hypothecate to the Collateral Agent, on behalf and for the benefit of the Secured Parties, and does hereby grant to the Collateral Agent, on behalf and for the benefit of the Secured Parties, a security interest in and to all of such Grantor's respective right, title and interest in, to and under the Collateral, whether now existing or hereafter arising or acquired, and does hereby fully assume and undertake to perform, all rights, benefits, burdens, obligations and liabilities of a Grantor under the Security Agreement.

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address for Notices:

Street:

City/State/Zip:

Tel:

Fax:

Email:

Attn:



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**EXHIBIT B**

**FORM OF NOTICE OF GRANT OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

**NOTICE OF GRANT OF SECURITY INTEREST  
IN INTELLECTUAL PROPERTY**

[United States Patent and Trademark Office]

[United States Copyright Office]

Ladies and Gentlemen:

Please be advised that pursuant to the Security Agreement, dated as of May 1, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), made by Pulitzer Inc. ("**Pulitzer**"), St. Louis Post-Dispatch LLC and each of the other affiliates and subsidiaries of Pulitzer identified as Grantors therein in favor of The Bank of New York Mellon Trust Company, N.A., in its capacity as collateral agent on behalf and for the benefit of the Secured Parties identified therein (together with its successors and assigns in such capacity, the "**Collateral Agent**"), the undersigned has granted a continuing security interest in, and continuing lien upon, the trademarks, trademark applications, patents, patent applications, copyrights and copyright applications, each of which is described on **Schedule I** attached hereto, in favor of the Collateral Agent.

The undersigned hereby acknowledges and agrees that the security interest in the foregoing intellectual property (i) may only be terminated in accordance with the terms of the Security Agreement, and (ii) is not to be construed as an assignment of any intellectual property.

Very truly yours,

**GRANTOR:**

[\_\_\_\_\_],

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

**SCHEDULE I**

**I. Trademarks:**

<u>Mark</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
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**II. Patents:**

<u>Patent</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
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**III. Copyrights:**

<u>Copyright</u>	<u>Application/ Registration No.</u>	<u>Application/ Registration Date</u>
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**PLEDGE AGREEMENT**

This **PLEDGE AGREEMENT** (together with all exhibits and schedules hereto, as amended, supplemented or otherwise modified from time to time, this “**Agreement**”), dated as of May 1, 2013, is made by **PULITZER INC.**, a Delaware corporation (together with its successors and assigns, “**Pulitzer**”), **ST. LOUIS POST-DISPATCH LLC**, a Delaware limited liability company (together with its successors and assigns, “**STL Post-Dispatch**”), and each Subsidiary of Pulitzer on the signature pages hereto (each a “**Subsidiary Pledgor**” and collectively, the “**Subsidiary Pledgors**”) (Pulitzer, STL Post-Dispatch and the Subsidiary Pledgors, together with any other entity subsequently added as a pledgor hereunder pursuant to **Section 7.12** hereof, each, a “**Pledgor**” and collectively, the “**Pledgors**”), in favor of the Collateral Agent on behalf and for the benefit of the Secured Parties (as such terms are defined below).

**RECITALS**

**A.** Reference is made to that certain Note Agreement, dated as of May 1, 2013 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the “**Note Agreement**”), by and among Pulitzer, STL Post-Dispatch and the Purchasers named therein, pursuant to which, subject to the terms and conditions set forth therein, Pulitzer and STL Post-Dispatch issued the Notes (as defined below) to such Purchasers.

**B.** Reference is also made to that certain Subsidiary Guaranty Agreement, dated as of May 1, 2013 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the “**Subsidiary Guaranty Agreement**”) made by each Subsidiary Pledgor, and each additional Person that hereinafter executes a joinder thereto, in favor of the Purchasers, pursuant to which such Persons have, among other things, agreed to guarantee the full, complete and final payment and performance of the “Guaranteed Obligations” (as defined in the Subsidiary Guaranty Agreement).

**C.** The Pledgors are the record and beneficial owners of the equity interests shown on **Exhibit A** attached hereto to be owned by such Pledgor (the “**Pledged Equity**”), which exhibit is incorporated herein by reference and may be amended or supplemented pursuant to the terms of this Pledge Agreement.

**D.** The Purchasers are willing to enter into the Note Agreement and otherwise make, extend and maintain certain financial accommodations to Pulitzer and STL Post-Dispatch as provided in the Note Agreement and the Notes (each as defined below), but only upon the condition, among others, that the Pledgors, which own the Pledged Equity, shall have executed this Agreement, and delivered this Agreement and the Pledged Collateral (as defined below) to the Collateral Agent (defined below), on behalf and for the benefit of the Secured Parties (defined below).

## AGREEMENT

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, each Pledgor hereby represents, warrants, covenants and agrees as follows:

### ARTICLE I

#### DEFINITIONS

**1.1 Definitions.** Capitalized terms not defined herein shall have the meanings given to them in the Note Agreement. The following capitalized terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

“**Act**” has the meaning set forth in **Section 6.2(c)**, below.

“**Agreement**” has the meaning specified for such term in the introductory paragraph hereto.

“**Additional Pledgor**” has the meaning set forth in **Section 7.12**, below.

“**Bankruptcy Code**” means the provisions of Title 11 of the United States Code, 11 U.S.C. §§101 *et seq.*, as now and hereafter in effect, any successors to such statute and any other applicable bankruptcy, insolvency or other similar law of any jurisdiction including, without limitation, any law of any jurisdiction relating to the reorganization, readjustment, liquidation, dissolution, release or other relief of debtors, or providing for the appointment of a receiver, trustee, custodian or conservator or other similar official for all or any substantial part of such debtor’s assets, or for the making of an assignment for the benefit of creditors of a debtor.

“**Charter Documents**” means, collectively, the certificate or articles of incorporation, organization or formation (including any certificates of designation), the bylaws, the operating agreement, the partnership agreement and/or any other similar constituent documents, as applicable, as the same may be amended, restated, supplemented or otherwise modified from time to time, of the Pledged Entities.

“**Collateral Agency Agreement**” means that certain Collateral Agency Agreement, dated as of May 1, 2013, duly executed by the Collateral Agent and the Purchasers (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified).

“**Collateral Agent**” means The Bank of New York Mellon Trust Company, N.A. in its capacity as collateral agent for the Secured Parties, together with its successors and assigns in such capacity.

“**Collateral Documents**” shall mean this Agreement, the Security Agreement and the Deeds of Trust, Trademark Security Agreements, Copyright Security Agreements, Account Control Agreement (each as defined in the Note Agreement) and each of the other security

agreements, pledge agreements, trademark security agreements, copyright security agreements, deeds of trust, mortgages, leasehold mortgages, account control agreements or other agreements or instruments from time to time executed and delivered pursuant to the terms of the Note Agreement, hereof or thereof that grants or purports to grant a Lien in favor of the Collateral Agent securing the obligations of the Credit Parties under the Note Agreement, any of the Notes and/or the other Transaction Documents, as each may be amended, restated, supplemented or otherwise modified from time to time, together with all financing statements or comparable documents filed with respect thereto under the Uniform Commercial Code of any jurisdiction or comparable law.

“**Credit Parties**” means Pulitzer, STL Post-Dispatch and each Subsidiary Guarantor.

“**Event of Default**” has the meaning set forth in **Section 6.1**, below.

“**Indemnified Persons**” has the meaning set forth in **Section 6.5**, below.

“**Joinder Agreement**” means a joinder agreement substantially in the form of Exhibit C hereto.

“**Lien**” has the meaning specified for such term in the Note Agreement.

“**Note Agreement**” has the meaning specified for such term in the Recitals hereto.

“**Notes**” shall have the meaning specified in the Note Agreement.

“**Pledged Collateral**” has the meaning set forth in **Section 2.1**, below.

“**Pledged Entities**” means each of (a) STL Post-Dispatch and (b) each other entity identified by the Pledgors from time to time as a “Pledged Entity” on *Exhibit A* hereto.

“**Pledged Equity**” has the meaning specified for such term in the Recitals hereto.

“**Pledgors**” has the meaning specified for such term in the introductory paragraph hereto.

“**Pulitzer**” has the meaning specified for such term in the introductory paragraph hereto.

“**Required Holders**” has the meaning specified for such term in the Note Agreement.

“**Secured Obligations**” means (a) all obligations of Pulitzer and STL Post-Dispatch for the payment of the principal amount of the Notes, accrued interest thereon, premium, non-usage fees and all other fees and amounts due to the holders of Notes pursuant to the terms of the Note Agreement and the other Transaction Documents, (b) the “Guaranteed Obligations” as such term is defined in the Subsidiary Guaranty Agreement and (c) any and all other debts, liabilities and reimbursement obligations, indemnity obligations and other obligations for monetary amounts, fees, expenses, costs or other sums (including reasonable attorneys’ fees and costs) chargeable to any Credit Party under or pursuant to any of the Transaction Documents.

“**Secured Parties**” means the holders from time to time of the Notes.

“**Security Agreement**” means that certain Security Agreement dated the date hereof entered into by Pulitzer, STL Post-Dispatch and each of the other Grantors (as defined therein) from time to time party thereto in favor of the Collateral Agent for the benefit of the Secured Parties (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified).

“**STL Post-Dispatch**” has the meaning specified for such term in the introductory paragraph hereto.

“**Subsidiary Guarantors**” has the meaning specified for such term in the Note Agreement.

“**Subsidiary Pledgors**” has the meaning specified for such term in the introductory paragraph hereto.

“**Subsidiary Guaranty Agreement**” has the meaning specified for such term in the Recitals hereto.

“**TNI Agreement**” means that certain Amended and Restated Partnership Agreement, dated as of November 30, 2009, by and among Star Publishing Company and Citizen Publishing Company.

“**TNI Partners**” means TNI Partners, a general partnership formed under the laws of the State of Arizona pursuant to the terms of the TNI Agreement.

“**Transaction Documents**” has the meaning specified for such term in the Note Agreement.

“**UCC**” means the Uniform Commercial Code as the same may, from time to time, be in effect in the State of New York; *provided, however*, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the Collateral Agent’s security interest in any collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of New York, the term “**UCC**” shall mean the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection of priority and for purposes of definitions related to such provisions.

**1.2 UCC Definitions.** Unless otherwise defined herein or the context otherwise requires, terms for which meanings are provided in the UCC are used in this Agreement, including its preamble and recitals, with such meanings.

**1.3 Interpretive Provisions.** The definitions in this Article I shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” All references herein to Articles and Sections shall be deemed references to Articles and Sections of this Agreement unless the context shall otherwise require.

## ARTICLE II

### PLEDGE

**2.1 Grant Of Security Interest.** As security for the full, prompt and complete payment and performance when due (whether at stated maturity, by demand, acceleration or otherwise) of the Secured Obligations, each Pledgor hereby pledges, hypothecates, assigns, charges, mortgages, delivers, and transfers to the Collateral Agent, and hereby grants to the Collateral Agent, on behalf and for the benefit of the Secured Parties, a continuing security interest in, and delivers to the Collateral Agent all right, title and interest of such Pledgor, in and to all of the following, whether now or hereafter existing or acquired from time to time (collectively, the “**Pledged Collateral**”):

(a) All right, title and interest of such Pledgor, whether now existing or hereafter arising or acquired, in, to and under the Charter Documents and the Pledged Equity and the certificates, if any, representing such Pledged Equity, and all dividends, cash, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such Pledged Equity, including, without limitation:

(i) All voting trust certificates held by such Pledgor evidencing its beneficial interest in any Pledged Equity subject to any voting trust;

(ii) All additional shares of capital stock, membership interests, partnership interests or other equity interests, as the case may be, of the Pledged Entities, and voting trust certificates from time to time acquired by such Pledgor in any manner (which additional interests shall be deemed to be part of the Pledged Equity), and the certificates representing such shares of capital stock, membership interests, partnership interests or other equity interests, and all dividends, cash, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares of capital stock, membership interests, partnership interests or other equity interests; and

(iii) In the case of a limited liability company or limited partnership, (a) all payments or distributions, whether in cash, property or otherwise, at any time owing or payable to such Pledgor on account of its interest as a member or partner, as the case may be, in any of the Pledged Entities or in the nature of a management, investment banking or other fee paid or payable by any of the Pledged Entities to such Pledgor, (b) all of such Pledgor’s rights and interests under each of the partnership agreements or operating agreements, as applicable, including all voting and management rights and all rights to grant or withhold consents or approvals, (c) all rights of access and inspection to and use of all books and records, including computer software and computer software programs, of each of the Pledged Entities, (d) all other rights, interests, property or claims to which such Pledgor may be entitled in its capacity as a partner or the sole member of any Pledged Entity of such Pledgor, and (e) all proceeds, income from, increases in and products of any of the foregoing; and



(b) The rents, issues, profits, returns, income, allocations, distributions and proceeds of and from, and all books and records at any time evidencing or relating to, any and all of the foregoing.

Each of the Pledgors hereby instructs the applicable Pledged Entities to register the pledge of the Pledged Collateral under this **Section 2.1** pursuant to the UCC.

**2.2 Continuing Security Interest.** This Agreement shall create a continuing security interest in the Pledged Collateral and shall:

(a) remain in full force and effect until the full and complete and final payment and performance of all of the Secured Obligations in accordance with the terms of the Transaction Documents;

(b) be binding upon each Pledgor and its successors, transferees and assigns; provided, that no Pledgor shall assign or otherwise transfer or be relieved of any of its rights or obligations under this Pledge Agreement without the prior written consent of the Collateral Agent; and

(c) inure, together with the rights and remedies of the Collateral Agent and the Secured Parties hereunder, to the benefit of the Collateral Agent and the Secured Parties and each of their respective successors, transferees and assigns.

**2.3 Termination of Security Interest.** Upon the complete, full and final payment and performance of the Secured Obligations in accordance with the terms of the Transaction Documents, the security interest granted in **Section 2.1** shall terminate and all rights to the Pledged Collateral shall revert to the Pledgors. Upon any such termination, the Collateral Agent then shall, at each Pledgor's sole expense, deliver to such Pledgor, without any representations, warranties or recourse of any kind whatsoever, any and all certificates and instruments representing or evidencing such Pledgor's interest in the applicable Pledged Entity that had been previously delivered by such Pledgor to the Collateral Agent, together with all other Pledged Collateral held by the Collateral Agent hereunder, and execute and deliver to each Pledgor, at such Pledgor's sole expense, such documents and take such other actions as such Pledgor shall reasonably request to evidence such termination.

**2.4 No Assumption.** This Agreement is executed and delivered to the Collateral Agent, for the benefit of itself and the Secured Parties, for collateral security purposes only. Notwithstanding anything herein to the contrary:

(a) each Pledgor shall remain liable under the contracts and agreements included in the Pledged Collateral to the extent set forth therein, and shall perform all of its duties and obligations under such contracts and agreements to the same extent as if this Agreement had not been executed;

(b) the exercise by the Collateral Agent or any Secured Party of any of its rights hereunder shall not release any Pledgor from any of its duties or obligations under any such contracts or agreements included in the Pledged Collateral; and

(c) the Collateral Agent and the Secured Parties shall not have any obligation or liability under any such contracts or agreements included in the Pledged Collateral by reason of this Agreement, nor shall the Collateral Agent or any Secured Party be obligated to perform any of the obligations or duties of any Pledgor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder, and the Collateral Agent and the Secured Parties shall not hereunder or otherwise (i) assume any obligation or liability under or in connection with the Charter Documents or the certificates representing the Pledged Equity to any Person, and any such assumption is hereby expressly disclaimed, or (ii) be deemed to have or be vested with the duties, responsibilities or powers of the management of any of the Pledged Entities.

**2.5 Consent to Pledge; Waiver of Certain Partnership Agreement and Operating Agreement Provisions.** Each Pledgor irrevocably (i) consents to (a) the pledge of all limited liability company interests of each Pledged Entity that is a limited liability company and all partnership interests of each Pledged Entity that is a partnership or limited partnership which are being pledged hereunder by such Pledgor and each of the other Pledgors that is a member or partner of such Pledged Entity and the pledge of all rights in respect thereof (including all economic, voting and membership rights) and (b) the Collateral Agent and/or any of its transferees becoming full voting members of any limited liability company or partner in any partnership or limited partnership in which such Pledgor has an interest upon any foreclosure or exercise of remedies by the Collateral Agent in respect of such pledged interests and rights without any further action or consent by such Pledgor and the Collateral Agent or such transferee shall succeed to all of such Pledgor's rights and interests under the relevant Charter Documents of such limited liability company, partnership or limited partnership, and (ii) waives any and all provisions of the partnership agreements and operating agreements of each Pledged Entity (as applicable) that (a) prohibit, restrict, condition or otherwise affect the grant hereunder of any Lien on any of the Pledged Collateral or any enforcement action which may be taken in respect of any such Lien or the transfer of the Pledged Collateral by the Collateral Agent or any of its transferees, (b) would operate to limit or restrict the ability of the Collateral Agent or any of its transferees from becoming a full voting member of the partnership or limited liability company, as the case may be, or (c) otherwise conflict with the terms of this Agreement.

### ARTICLE III

#### REPRESENTATIONS, WARRANTIES AND COVENANTS

**3.1 Representations, Warranties And Covenants.** Each Pledgor hereby represents, warrants and covenants to the Collateral Agent, for its benefit and for the benefit of the Secured Parties, (i) as of the date such Pledgor becomes a party hereto and (ii) as of the date of each pledge and delivery hereunder by such Pledgor to the Collateral Agent of any Pledged Collateral, that:

(a) **Organization.** Such Pledgor is duly formed and validly existing under the laws of the state of its organization and has all requisite organizational power and authority to enter into and perform its obligations under this Agreement.

**(b) Due Authorization; Non-Contravention.** The execution, delivery and performance by such Pledgor of this Agreement and each of the other Transaction Documents to which such Pledgor is a party have been duly authorized by all requisite corporate, partnership or company action, as applicable. Such Transaction Documents do not contravene such Pledgor's organizational documents and do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in any violation of, or result in the creation of any Lien upon any of the properties or assets of such Pledgor pursuant to its organizational documents, any award of any arbitrator or any agreement (including any agreement with equityholders of Pledgor), instrument, order, judgment, decree, statute, law, rule or regulation to which Pledgor is subject.

**(c) Binding Obligations.** This Agreement constitutes, and each other Transaction Document executed by such Pledgor will, on the due execution and delivery thereof, constitute, the legal, valid and binding obligations of such Pledgor, enforceable against such Pledgor in accordance with their respective terms, except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally and (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

**(d) Filing.** No presently effective UCC financing statement covering any of the Pledged Collateral is on file in any public office, except for UCC financing statements in favor of the Collateral Agent and UCC financing statements filed in favor of the collateral agent under the Second Lien Debt Documents to perfect the Liens granted thereunder.

**(e) Ownership; No Liens.** Such Pledgor is the legal and beneficial owner of, and has good and merchantable title to (and has full right and authority to pledge and assign), all Pledged Collateral pledged by such Pledgor hereunder, free and clear of all Liens, except the Lien granted herein to the Collateral Agent. None of the Pledged Collateral has been transferred in violation of the securities registration, securities disclosure or similar laws of any jurisdiction to which such transfer may be subject.

**(f) Charter Documents.** Such Pledgor has furnished to the Collateral Agent a true and correct copy of the Charter Documents and all amendments thereto, which Charter Documents have not been further amended or modified and remain in full force and effect.

**(g) Equity Interests.** The class, certificate numbers, number of shares, membership interests or other equity interests, a description as certificated or uncertificated, as the case may be, and the percentage ownership of the Pledged Equity, and the Pledged Entities, are accurately set forth on *Exhibit A*. In the event any Pledgor shall acquire any additional securities or equity interests of any Pledged Entity, or any securities or equity interests exchangeable for, or convertible into, securities or equity interests of any class of any Pledged Entity, by purchase, stock dividend, stock split or otherwise, then such securities or equity interests shall be subject to the pledge, collateral assignment and security interest granted to the

Collateral Agent under this Agreement and such Pledgor shall forthwith deliver to the Collateral Agent any certificates therefor, accompanied by stock powers or other appropriate instruments of assignment duly executed by such Pledgor in blank. In addition, if any Pledgor shall acquire any additional securities or equity interests of any newly-created or acquired Subsidiary or any other corporation, partnership, limited liability company or other entity, or any securities exchangeable for, or convertible into, securities or equity interests of any class of any such Subsidiary or other entity, by purchase, stock dividend, stock split or otherwise, then such securities or equity interests shall be subject to the pledge, collateral assignment and security interest granted to the Collateral Agent under this Agreement and such Pledgor shall forthwith deliver to the Collateral Agent any certificates therefor, accompanied by stock powers or other appropriate instruments of assignment duly executed by such Pledgor in blank. Each Pledgor agrees that it will deliver to the Collateral Agent an updated **Exhibit A** setting forth the requested information with respect to the new securities or equity interests at the time such securities or equity interests are pledged to the Collateral Agent hereunder, and that the Collateral Agent may from time to time attach as **Exhibit A** hereto such updated **Exhibit A** at the time pledged with the Collateral Agent hereunder.

**(h) Certificate.** No interest of such Pledgor in the applicable Pledged Entities is represented by a certificate or other similar instrument, except such certificates or instruments (together with all necessary instruments of transfer or assignment, duly executed in blank) as have been delivered to the Collateral Agent and are held in its possession (and such Pledgor covenants and agrees that any such certificates or instruments hereafter received by such Pledgor with respect to any of the Pledged Collateral (together with all necessary instruments of transfer or assignment, duly executed in blank) will be promptly delivered to the Collateral Agent).

**(i) Compliance With Securities Laws.** The offering and sale of all the Pledged Equity has been conducted, in all material respects, in compliance with all applicable state and federal securities laws and regulations and, without limiting the generality of the foregoing, no offering document furnished to any Person in connection therewith contained any misstatement of a material fact or omitted to state any fact necessary to make such document not materially misleading.

**(j) Information.** All information with respect to the Pledged Collateral set forth in any schedule, certificate or other writing at any time furnished by such Pledgor to the Collateral Agent or any Secured Party, and all other written information at any time furnished by such Pledgor to the Collateral Agent or any Secured Party, is and shall be true and correct in all material respects as of the date furnished.

**(k) Records.** The address of the location of the records of such Pledgor concerning the Pledged Collateral and the address of such Pledgor's principal place of business and chief executive office is set forth in **Schedule I** to this Agreement.

**(l) Authorization; Approval.** No authorization, approval, or other action by, and no notice to or filing with, any governmental authority, or any other Person is required either:

**(i)** for the pledge by such Pledgor of any Pledged Collateral pursuant to this Agreement or for the execution, delivery, and performance of this Agreement by such Pledgor; or

**(ii)** for the exercise by the Collateral Agent or any Secured Party of (a) the voting or other rights provided for in this Agreement, or (b) the remedies in respect of the Pledged Collateral pursuant to this Agreement, except, in the case of this **clause (ii)(b)**, as may be required in connection with a disposition of any shares of capital stock, membership interests, partnership interests or other equity interests, as the case may be, by laws affecting the offering and sale of securities generally, or as may be required under the Hart-Scott-Rodino Antitrust Improvements Act of 1976 and regulations issued relating thereto.

**(m) First Priority Lien.** The pledge and grant of a security interest in the Pledged Collateral pursuant to this Pledge Agreement will create a valid first priority perfected Lien on and in the Pledged Collateral, and the proceeds thereof, securing the payment of the Secured Obligations, subject to no prior Lien, (i) upon delivery of the original certificates evidencing the Pledged Equity constituting Pledged Collateral to the Collateral Agent and (ii) (A) in the case of the initial Pledgors, upon the filing of the UCC financing statements attached hereto as **Exhibit D** in the filing offices specified on such UCC financing statements or (B) in the case of any Person who becomes a Pledgor subsequent to the date hereof, upon the filing of a UCC financing statement describing the Pledged Collateral in the filing offices specified on such UCC financing statement provided by the Pledgor pursuant to Section 5(a) of the Security Agreement.

**(n) Certificated Security.**

**(i)** The securities described in **Section 2.1** that are described on **Exhibit A** hereto as certificated securities are governed by Article 8 of the Uniform Commercial Code of the jurisdiction in which each respective Pledged Entity is organized, and without the prior written consent of the Collateral Agent, the Pledgor will not cause or permit any of such securities to be or become uncertificated or to constitute a security not governed by Article 8 of the Uniform Commercial Code of the jurisdiction in which the applicable issuer is organized.

**(ii)** The securities described in **Section 2.1** that are described on **Exhibit A** hereto as uncertificated securities are not governed by Article 8 of the Uniform Commercial Code of the jurisdiction in which each respective Pledged Entity is organized, and without the prior written consent of the Collateral Agent, the Pledgor will not cause or permit any of such securities to be or become certificated or to constitute a security governed by Article 8 of the Uniform Commercial Code of the jurisdiction in which the applicable issuer is organized.

## ARTICLE IV

### COVENANTS

**4.1 Protect Pledged Collateral; Further Assurances.** No Pledgor shall sell, assign, transfer, pledge or otherwise encumber the Pledged Collateral in any manner (except for the pledge granted herein to the Collateral Agent), except to the extent permitted by the Note Agreement. Each Pledgor shall warrant and defend the right and title granted by this Agreement to the Collateral Agent in and to the Pledged Collateral (and all right, title and interest represented by the Pledged Collateral) against the claims and demands of all Persons whomsoever, but nothing contained herein shall prevent the Pledged Entities from issuing additional equity interests if otherwise permitted by the Note Agreement, which additional equity interests shall be subject to this Pledge Agreement. Each Pledgor agrees, at any time, and from time to time, at the expense of such Pledgor, that such Pledgor shall promptly execute and deliver all further instruments, and take all further action that may be necessary, or that the Collateral Agent may reasonably request, in order to perfect and protect any security interest granted or purported to be granted hereby or to enable the Collateral Agent or any Secured Party to exercise and enforce its rights and remedies hereunder with respect to any of the Pledged Collateral as set forth in **Article VI** hereof.

**4.2 Voting Rights; Dividends.** Each Pledgor agrees:

(a) that the Collateral Agent may exercise (to the exclusion of such Pledgor) the voting power and all other incidental rights of ownership with respect to the Pledged Collateral and such Pledgor hereby grants the Collateral Agent, from the date hereof until the complete, full and final payment and performance of the Secured Obligations, an irrevocable proxy, coupled with an interest exercisable under such circumstances, to vote such Pledged Collateral; and

(b) promptly to deliver to the Collateral Agent such additional proxies and other documents as may be necessary to allow the Collateral Agent to exercise such voting power.

Unless an Event of Default shall have occurred and be continuing and the Collateral Agent shall have given notice thereof to the Pledgors, the Pledgors shall have the exclusive voting power with respect to the Pledged Collateral and the Collateral Agent shall, upon the written request of any Pledgor, promptly deliver such proxies and other documents, if any, as shall be reasonably requested by such Pledgor which are necessary to allow such Pledgor to exercise voting power with respect to the Pledged Collateral; *provided, however*, that no vote shall be cast, or consent, waiver or ratification given, or action taken, by any Pledgor that would impair any Pledged Collateral or be inconsistent with, or violate any provision of, any of the Transaction Documents (including this Agreement) without the prior written consent of the Collateral Agent and the Secured Parties.

So long as no Event of Default shall have occurred and be continuing, each Pledgor shall be entitled to receive all dividends and distributions made in accordance with the Note Agreement in respect of the Pledged Equity. All such rights of such Pledgor to receive dividends shall cease in case an Event of Default shall have occurred and be continuing and from such time all dividends or distributions in respect of the Pledged Equity shall be paid to the Collateral Agent. All payments and proceeds which may at any time, and from time to time, be held by any of the Pledgors, but which such Pledgor is obligated to deliver to the Collateral Agent on behalf of itself and the Secured Parties, shall be held by such Pledgor separate and apart from its other property in trust for the Collateral Agent and the other Secured Parties.

**4.3 Filings; Recordings.** Each Pledgor hereby authorizes the filing by the Collateral Agent of any UCC-1 financing statements (and any amendments thereto or continuations thereof) that the Collateral Agent may from time to time deem necessary to establish and maintain a valid, perfected pledge of, and security interest in, the Pledged Collateral in favor of the Collateral Agent (and such Pledgor shall pay the cost of filing or recording the same in all public offices deemed appropriate by the Collateral Agent or any Secured Party). Each Pledgor shall execute, or authorize the filing of, other documents (and pay the cost of filing or recording the same in all public offices deemed appropriate by the Collateral Agent or any Secured Party), and do such other acts and things, all as the Collateral Agent or any Secured Party may from time to time reasonably request to establish and maintain a valid, perfected pledge of, and security interest in, the Pledged Collateral in favor of the Collateral Agent. Each Pledgor hereby ratifies its authorization for the Collateral Agent to file in any relevant jurisdiction any initial financing statements or amendments thereto relating to the Pledged Collateral if filed prior to the date hereof.

**4.4 Maintenance Of Records.** Subject to the provisions of **Section 4.5**, each Pledgor shall keep at its address indicated on **Schedule I** all its records concerning the Pledged Collateral.

**4.5 Notice Of Change Of Address.** Each Pledgor shall furnish to the Collateral Agent at least thirty (30) days' prior written notice of any change in the address of such Pledgor's principal place of business or chief executive office (as described on **Schedule I**), the legal name of such Pledgor, its state of formation or incorporation, as the case may be, or its organizational identification number, if any.

**4.6 Information.** Each Pledgor shall promptly furnish the Collateral Agent and any Secured Party such information concerning the Pledged Collateral as such Person may from time to time reasonably request. Additionally, each Pledgor shall permit the Collateral Agent and the Secured Parties such rights of inspection and audit of the Pledged Collateral as provided in the Transaction Documents.

**4.7 Notice Of Dissolution.** Each Pledgor shall promptly notify the Collateral Agent in writing upon learning of the occurrence of any event which would reasonably be expected to cause termination and/or dissolution of any of the Pledged Entities.

**ARTICLE V**

**THE COLLATERAL AGENT**

**5.1 The Collateral Agent Appointed Attorney-in-Fact.** Each Pledgor hereby irrevocably appoints the Collateral Agent, and any officer, co-agent or sub-agent thereof, to be such Pledgor's attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, from time to time in the Collateral Agent's discretion after the occurrence and during the continuance of an Event of Default, to take any action and to execute any instrument which the Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Pledged Collateral;

(b) to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above; and

(c) to file any claims or take any action or institute any proceedings which the Collateral Agent may deem desirable for the collection of any of the Pledged Collateral or otherwise to enforce the rights of the Collateral Agent with respect to any of the Pledged Collateral.

Each Pledgor hereby acknowledges, consents and agrees that the power of attorney granted pursuant to this **Section 5.1** is irrevocable and coupled with an interest.

**5.2 The Collateral Agent May Perform.** If any Pledgor fails to perform any agreement contained herein, the Collateral Agent may itself perform, or cause performance of, such agreement for the benefit of the Secured Parties and itself and not for such Pledgor, and the expenses of the Collateral Agent incurred in connection therewith shall be payable by the Pledgors pursuant to **Section 6.5**.

**5.3 The Collateral Agent Has No Duty.** The powers conferred on the Collateral Agent hereunder are solely to protect its interest in the Pledged Collateral and shall not impose any duty on it to exercise any such powers. The Collateral Agent shall have no duty as to any Pledged Collateral or responsibility for (a) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Pledged Collateral, whether or not the Collateral Agent has or is deemed to have knowledge of such matters, or (b) taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Pledged Collateral. Without limiting the generality of the preceding sentence, the Collateral Agent shall be deemed to have exercised reasonable care in the custody and preservation of any of the Pledged Collateral if it takes such action for that purpose as any Pledgor reasonably requests in writing at times other than upon the occurrence and during the continuance of any Event of Default. Failure of the Collateral Agent to comply with any such request at any time shall not in itself be deemed a failure to exercise reasonable care.



**5.4 Notice Of This Agreement.** Each Pledgor shall notify the applicable Pledged Entities of the existence of this Agreement by sending to such Pledged Entities a notice in substantially the form attached hereto as **Exhibit B** within three (3) Business Days of the date hereof, or if a Pledged Entity has not been formed by the date hereof, within three (3) Business Days of the formation of such Pledged Entity.

## ARTICLE VI

### DEFAULTS AND REMEDIES

**6.1 Events Of Default.** It shall be an “**Event of Default**” hereunder if any Event of Default (as defined in the Note Agreement) shall occur.

**6.2 Certain Remedies.** If any Event of Default shall have occurred and be continuing:

(a) The Collateral Agent may exercise in respect of the Pledged Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party under the UCC (whether or not the UCC applies to the affected Pledged Collateral) and also may, without notice except as specified below, sell the Pledged Collateral or any part thereof in one or more parcels at public or private sale, at any of the Collateral Agent’s offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Collateral Agent may deem commercially reasonable. Each Pledgor agrees that, to the extent notice of sale shall be required by law, at least ten (10) days’ prior notice to such Pledgor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Collateral Agent shall not be obligated to make any sale of Pledged Collateral regardless of notice of sale having been given. The Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) The Collateral Agent may:

(i) transfer all or any part of the Pledged Collateral into the name of the Collateral Agent or its nominee, with or without disclosing that such Pledged Collateral is subject to the Lien hereunder;

(ii) notify the parties obligated on any of the Pledged Collateral to make payment to the Collateral Agent of any amount due or to become due thereunder;

(iii) enforce collection of any of the Pledged Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto;

(iv) endorse any checks, drafts, or other writings in any Pledgor’s name to allow collection of the Pledged Collateral;

(v) take control of any proceeds of the Pledged Collateral; and

(vi) execute (in the name, place and stead of any Pledgor) endorsements, assignments and other instruments of conveyance or transfer with respect to all or any of the Pledged Collateral.

(c) If, at any time when the Collateral Agent shall determine to exercise its right to sell the whole or any part of the Pledged Collateral hereunder, such Pledged Collateral or the part thereof to be sold shall not, for any reason whatsoever, be effectively registered under the Securities Act of 1933, as amended (as so amended, the “Act”), the Collateral Agent may, in its discretion (subject only to applicable requirements of law), sell such Pledged Collateral or part thereof by private sale in such manner and under such circumstances as the Collateral Agent may deem desirable, but subject to the other requirements of this **Section 6.2(c)**, and shall not be required to effect such registration or cause the same to be effected. Without limiting the generality of the foregoing, in any such event the Collateral Agent may, in its sole discretion: (i) in accordance with applicable securities laws, proceed to make such private sale notwithstanding that a registration statement for the purpose of registering such Pledged Collateral or part thereof could be or shall have been filed under the Act; (ii) approach and negotiate with a single possible purchaser to effect such sale; and (iii) restrict such sale to a purchaser who will represent and agree that such purchaser is purchasing for its own account, for investment, and not with a view to the distribution or sale of such Pledged Collateral or part thereof. In addition to a private sale as provided above in this **Section 6.2(c)**, if any of the Pledged Collateral shall not be freely distributable to the public without registration under the Act at the time of any proposed sale hereunder, then the Collateral Agent shall not be required to effect such registration or cause the same to be effected but may, in its sole discretion (subject only to applicable requirements of law), require that any sale hereunder (including a sale at auction) be conducted subject to such restrictions as the Collateral Agent may, in its sole discretion, deem desirable in order that such sale (notwithstanding any failure so to register) may be effected in compliance with the Bankruptcy Code and other laws affecting the enforcement of creditors’ rights and the Act and all applicable state securities laws.

(d) Each Pledgor agrees that a breach of any covenants contained in this **Article VI** with the effect of denying the Collateral Agent the realization of the practical benefits to be provided by this Agreement will cause irreparable injury to the Collateral Agent, on behalf of itself and the Secured Parties, that in such event the Collateral Agent and the Secured Parties would have no adequate remedy at law in respect of such breach and, as a consequence, agrees that in such event each and every covenant contained in this **Article VI** shall be specifically enforceable against such Pledgor, and such Pledgor hereby waives and agrees not to assert any defenses against an action for specific performance of such covenants except for a defense that the Secured Obligations are not then due and payable.

**6.3 Compliance With Restrictions.** Each Pledgor agrees that in any sale of any of the Pledged Collateral, whether at a foreclosure sale or otherwise, the Collateral Agent is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by counsel is necessary in order to avoid any violation of applicable law (including compliance with such procedures as may restrict the number of prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications and restrict such prospective bidders and purchasers to persons who will represent and agree that

they are purchasing for their own account for investment and not with a view to the distribution or resale of such Pledged Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental authority, and such Pledgor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall the Collateral Agent nor any of the Secured Parties be liable nor accountable to such Pledgor for any discount allowed by the reason of the fact that such Pledged Collateral is sold in compliance with any such limitation or restriction.

**6.4 Application Of Proceeds.** All cash proceeds received by the Collateral Agent in respect of any sale of, collection from, or other realization upon, all or any part of the Pledged Collateral shall be applied in the manner set forth in Section 8(h) of the Security Agreement.

**6.5 Indemnity And Expenses.** Each Pledgor, jointly and severally, hereby indemnifies and holds harmless the Collateral Agent, each Secured Party, and each of their respective officers, directors, employees, agents, advisors and representatives (collectively, the “**Indemnified Persons**”) from and against any and all claims, losses, and liabilities arising out of or resulting from this Agreement (including enforcement of this Agreement), except claims, losses, or liabilities resulting from the gross negligence or willful misconduct of such Indemnified Person as determined by a court of competent jurisdiction by final and non-appealable judgment. Upon demand, the Pledgors shall pay to the Collateral Agent or such Secured Party the amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents (including reasonable attorneys’ fees and costs, whether related to a suit or action or any reviews of or appeals from a judgment or decree therein or in connection with non-judicial action) which the Collateral Agent or such Secured Party may incur in connection with this Agreement, including, but not limited to, (a) the custody, preservation, use, or operation of, or the sale of, collection from, or other realization upon, any of the Pledged Collateral, (b) the exercise or enforcement of any of the rights of the Collateral Agent or the Secured Parties hereunder, or (c) the failure by the Pledgor to perform or observe any of the provisions hereof. The benefits of this Section 6.5 shall survive the termination of his Agreement.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

**7.1 Transaction Document.** This Agreement is one of the Transaction Documents executed pursuant to the Note Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

**7.2 Reinstatement.** This Agreement shall remain in full force and effect and continue to be effective if at any time payment of the Secured Obligations, or any part thereof, is, pursuant to applicable law, avoided, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Secured Obligations, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is avoided, rescinded, reduced, restored, or returned, the Secured Obligations, shall be reinstated and deemed reduced only by such amount paid and not so avoided, rescinded, reduced, restored, or returned.

**7.3 Amendments; Waivers.** No amendment to any provision of this Agreement shall be effective unless the same shall have been in writing and signed by the Collateral Agent and the Pledgors. No waiver of any provision of this Agreement, nor consent to any departure by any Pledgor from any provision in this Agreement shall in any event be effective unless the same shall have been in writing and given by the Collateral Agent.

**7.4 Protection Of Pledged Collateral.** The Collateral Agent may from time to time, at its option, perform any act which any Pledgor agrees hereunder to perform and which such Pledgor shall fail to perform after being requested in writing so to perform (it being understood that no such request need be given after the occurrence and during the continuance of any Event of Default) and the Collateral Agent may, but shall not be required to, from time to time, take any other action which the Collateral Agent reasonably deems necessary for the maintenance, preservation or protection of any of the Pledged Collateral or of its security interest therein, all such actions being for the express benefit of the Secured Parties and the Collateral Agent and not any of the Pledgors.

**7.5 Addresses For Notices.** Any notice or other communication hereunder shall be addressed and delivered (i) to Pulitzer by delivering such notice in accordance with Section 12H of the Note Agreement, (ii) to STL Post-Dispatch by delivering such notice in accordance with Section 12H of the Note Agreement, (iii) to the Subsidiary Guarantors, pursuant to Section 14 of the Subsidiary Guaranty Agreement, and (iv) to the Collateral Agent at the address, facsimile number or e-mail address set forth under the Collateral Agent's signature block of this Agreement.

**7.6 Section Captions.** Section captions used in this Agreement are for convenience of reference only, and shall not affect the construction of this Agreement.

**7.7 Severability.** Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**7.8 Counterparts.** This Agreement may be executed in any number of counterparts, (including those transmitted by electronic transmission (including, without limitation, facsimile and e-mail)), each of which when so delivered shall be deemed an original, but all such counterparts shall constitute but one and the same instrument. Delivery of this Agreement may be made by facsimile or e-mail transmission of a duly executed counterpart copy hereof.

**7.9 Governing Law; Entire Agreement.** THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, AND THE RIGHTS OF THE PARTIES SHALL BE GOVERNED BY, THE INTERNAL LAW OF THE STATE OF NEW YORK, EXCLUDING CHOICE-OF-LAW PRINCIPLES OF THE LAW OF SUCH STATE THAT WOULD PERMIT THE APPLICATION OF THE LAWS OF A JURISDICTION OTHER THAN SUCH STATE.

**7.10 Waiver of Jury Trial.** THE PARTIES HERETO AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY OTHER TRANSACTION DOCUMENT OR ANY DEALINGS BETWEEN OR AMONG THE COLLATERAL AGENT, ANY OF THE SECURED PARTIES AND ANY OF THE PLEDGORS RELATING TO THE SUBJECT MATTER OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY AND THE SECURED PARTY/PLEDGOR RELATIONSHIP THAT IS BEING ESTABLISHED. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH OF THE PARTIES HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS BUSINESS RELATIONSHIP, THAT EACH HAS ALREADY RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER TRANSACTION DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THE WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF THE PARTIES HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

**7.11 Jurisdiction; Venue.** Each Pledgor irrevocably agrees that any legal action or proceeding with respect to this Agreement, the other Transaction Documents or any of the agreements, documents or instruments delivered in connection herewith shall be brought in the courts of the State of New York, or the United States of America for the Southern District of New York as the Collateral Agent or any Secured Party may elect, and, by execution and delivery hereof, each Pledgor accepts and consents to, for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and agrees that such jurisdiction shall be exclusive, unless waived by the Required Holders in writing, with respect to any action or proceeding brought by such Pledgor against the Collateral Agent or any other Secured Party. Nothing herein shall limit the right that the Collateral Agent or any Secured Party may have to bring proceedings against any Pledgor in the courts of any appropriate jurisdiction or to enforce in any lawful manner a judgment obtained in one jurisdiction in any other jurisdiction. Each Pledgor hereby waives, to the full extent permitted by law, any right to stay or to dismiss any action or proceeding brought before said courts on the basis of *forum non conveniens*.

**7.12 Additional Pledgors.** From time to time subsequent to the date hereof, additional Subsidiaries and/or Affiliates of Pulitzer may become parties hereto, as additional Pledgors (each, an “**Additional Pledgor**”), by executing a Joinder Agreement. Upon the delivery of the Joinder Agreement to the Collateral Agent, such Additional Pledgor shall be a Pledgor and shall be as fully a party hereto as if such Additional Pledgor were an original signatory hereof.

**7.13 Incorporation by Reference.** In connection with its execution and acting hereunder, the Collateral Agent is entitled to all rights, privileges, benefits, protections, immunities and indemnities provided to it (i) under the Collateral Documents and (ii) under the Collateral Agency Agreement.

[Remainder of Page Intentionally Blank]

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized officers as of the day and year first above written.

**PLEDGORS:**

**PULITZER INC.,**  
a Delaware corporation

By:  /s/ Carl G. Schmidt

Name: Carl G. Schmidt

Title: Treasurer

**ST. LOUIS POST-DISPATCH LLC,**  
a Delaware limited liability company

By: Pulitzer Inc., Managing Member

By:  /s/ Carl G. Schmidt

Name: Carl G. Schmidt

Title: Treasurer

[SIGNATURE PAGE TO PLEDGE AGREEMENT]

SUBSIDIARY PLEDGORS:

**PULITZER NEWSPAPERS, INC.**  
**PULITZER TECHNOLOGIES, INC.**  
**STAR PUBLISHING COMPANY**

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

[SIGNATURE PAGE TO PLEDGE AGREEMENT]



Acknowledged, accepted and agreed:

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A., as Collateral Agent**

By: /s/ Teresa Petta

Name: Teresa Petta

Title: Vice President

Address:

The Bank of New York Mellon Trust Company, N.A.

Corporate Trust (Jacksonville)

Attn: Geraldine Creswell, Vice President

10161 Centurion Parkway North, 2<sup>nd</sup> Floor

Jacksonville, Florida 32256

Fax: 904-645-1921

Email: [geri.creswell@bnymellon.com](mailto:geri.creswell@bnymellon.com)

[SIGNATURE PAGE TO PLEDGE AGREEMENT]

**SCHEDULE I**

**LOCATION OF EACH PLEDGOR'S CHIEF EXECUTIVE  
OFFICE, PRINCIPAL PLACE OF BUSINESS  
AND RECORDS PERTAINING TO COLLATERAL**

<u>Pledgor</u>	<u>Location of Records</u>	<u>Principal Place of Business/ Chief Executive Office</u>
Pulitzer Inc.	900 N. Tucker Blvd., St. Louis, MO 63101-1099	900 N. Tucker Blvd., St. Louis, MO 63101-1099
St. Louis Post-Dispatch LLC	900 N. Tucker Blvd., St. Louis, MO 63101-1099	900 N. Tucker Blvd., St. Louis, MO 63101-1099
Pulitzer Technologies, Inc.	900 N. Tucker Blvd., St. Louis, MO 63101-1099	900 N. Tucker Blvd., St. Louis, MO 63101-1099
Pulitzer Newspapers, Inc.	404 W. 3700 N., Provo, UT 84604	404 W. 3700 N., Provo, UT 84604
Star Publishing Company	201 N. Harrison St. Ste. 600, Davenport, IA 52801	4850 Park Ave, Tucson, AZ 85714

**EXHIBIT A**

**PLEGDED EQUITY**

<u>PLEDGOR</u>	<u>PLEGDED ENTITY</u>	<u>CLASS</u>	<u>CERTIFICATE NUMBER</u>	<u>NUMBER OF SHARES, UNITS, INTERESTS</u>	<u>PERCENTAGE OWNERSHIP</u>	<u>CERTIFICATED OR UNCERTIFICATED</u>
<b>Pulitzer Inc.</b>	Pulitzer Technologies, Inc.	Common Stock	1	500	100%	Certificated
	St. Louis Post-Dispatch LLC	Membership Interest	n/a	98.95%	98.95%	Uncertificated
	STL Distribution Services LLC	Membership Interest	n/a	98.95%	98.95%	Uncertificated
	Pulitzer Newspapers, Inc.	Common Stock	1	9.3	100%	Certificated
	Suburban Journals of Greater St. Louis LLC	Membership Interest	n/a	100%	100%	Uncertificated
	Pulitzer Network Systems LLC	Membership Interest	n/a	100%	100%	Uncertificated
	Star Publishing Company	Common Stock	10	100%	100%	Certificated
	Sandler Capital Partners IV, L.P.	Limited Partnership Interest	n/a	<50%	<50%	Uncertificated
	Sandler Capital Partners, IV FTE, L.P.	Limited Partnership Interest	n/a	<50%	<50%	Uncertificated

<u>PLEDGOR</u>	<u>PLEDGED ENTITY</u>	<u>CLASS</u>	<u>CERTIFICATE NUMBER</u>	<u>NUMBER OF SHARES, UNITS, INTERESTS</u>	<u>PERCENTAGE OWNERSHIP</u>	<u>CERTIFICATED OR UNCERTIFICATED</u>
	Sandler Capital Partners V, L.P.	Limited Partnership Interest	n/a	<50%	<50%	Uncertificated
	Sandler Capital Partners V FTE, L.P.	Limited Partnership Interest	n/a	<50%	<50%	Uncertificated
	Sandler Capital Partners V Germany, L.P.	Limited Partnership Interest	n/a	<50%	<50%	Uncertificated
	21 <sup>st</sup> Century Communications Partners, L.P.	Limited Partnership Interest	n/a	<50%	<50%	Uncertificated
	21 <sup>st</sup> Century Communications T-E Partners, L.P.	Limited Partnership Interest	n/a	<50%	<50%	Uncertificated
	21 <sup>st</sup> Century Communications Foreign Partners, L.P.	Limited Partnership Interest	n/a	<50%	<50%	Uncertificated
	St. Louis Equity Funds, Inc.	Limited Partnership Interest	n/a	<50%	<50%	Uncertificated
	Media Brands, L.L.C.	Membership Interest	n/a	<50%	<50%	Uncertificated

<u>PLEDGOR</u>	<u>PLEDGED ENTITY</u>	<u>CLASS</u>	<u>CERTIFICATE NUMBER</u>	<u>NUMBER OF SHARES, UNITS, INTERESTS</u>	<u>PERCENTAGE OWNERSHIP</u>	<u>CERTIFICATED OR UNCERTIFICATED</u>
	Amplified Digital, LLC	Membership Interest	n/a	100%	100%	Uncertificated
<b>Pulitzer Newspapers, Inc.</b>						
	Flagstaff Publishing Co.	Common Stock	19	1,875	100%	Certificated
	Hanford Sentinel Inc.	Common Stock	23	4,200	100%	Certificated
	Santa Maria Times, Inc.	Common Stock	13	4,950	100%	Certificated
	Ynez Corporation	Common Stock	1	90	100%	Certificated
	Napa Valley Publishing Co.	Common Stock	29	8,000	100%	Certificated
	Pantagraph Publishing Co.	Common Stock	4	100	100%	Certificated
	Southwestern Oregon Publishing Co.	Common Stock	14	11,960	100%	Certificated
	Pulitzer Missouri Newspapers, Inc.	Common Stock	4	48,504	100%	Certificated

<u>PLEDGOR</u>	<u>PLEDGED ENTITY</u>	<u>CLASS</u>	<u>CERTIFICATE NUMBER</u>	<u>NUMBER OF SHARES, UNITS, INTERESTS</u>	<u>PERCENTAGE OWNERSHIP</u>	<u>CERTIFICATED OR UNCERTIFICATED</u>
<b>St. Louis Post-Dispatch LLC</b>	Fairgrove LLC	Membership Interest	n/a	100%	100%	Uncertificated
<b>Pulitzer Technologies, Inc.</b>	STL Distribution Services LLC	Membership Interest	n/a	1.05%	1.05%	Uncertificated
	St. Louis Post-Dispatch LLC	Membership Interest	n/a	1.05%	1.05%	Uncertificated
<b>Star Publishing Company</b>	TNI Partners	General Partnership Interest	n/a	50%	50%	Uncertificated

EXHIBIT B

NOTICE OF PLEDGE AGREEMENT

TO: [NAME OF PLEDGED ENTITY] (the "Pledged Company")

Reference is made to a Pledge Agreement (an unexecuted copy of which is attached hereto) dated as of May 1, 2013 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the "**Pledge Agreement**"), made by the undersigned "Pledgor" and each other "Pledgor" identified therein (each, a "**Pledgor**" and collectively, the "**Pledgors**"), in favor of The Bank of New York Mellon Trust Company, N.A., not in its individual capacity, but solely in its capacity as the collateral agent (in such capacity, together with its successors and assigns in such capacity, the "**Collateral Agent**") for the benefit and on behalf of the Secured Parties (as defined therein). Capitalized terms used but not defined herein shall have the meanings given to them in the Pledge Agreement.

Pursuant to the Pledge Agreement, the undersigned Pledgor hereby gives you notice that it has pledged, hypothecated, assigned, charged, mortgaged, delivered and transferred to the Collateral Agent, on behalf and for the benefit of the Secured Parties, and granted to the Collateral Agent, on behalf and for the benefit of the Secured Parties, a continuing security interest in and to, and delivered to the Collateral Agent, on behalf and for the benefit of the Secured Parties, all right, title and interest of such Pledgor, in and to all of the following, whether now existing or hereafter arising or acquired from time to time (collectively, the "**Pledged Collateral**"):

(a) All right, title and interest of such Pledgor, whether now existing or hereafter arising or acquired, in, to and under the Charter Documents and the Pledged Equity owned or held by such Pledgor, and the certificates, if any, representing such Pledged Equity, and all dividends, cash, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such Pledged Equity, including, without limitation;

(i) All voting trust certificates held by such Pledgor evidencing its beneficial interest in any Pledged Equity subject to any voting trust;

(ii) All additional shares of capital stock, membership interests, partnership interests or other equity interests, as the case may be, of the Pledged Entities, and voting trust certificates from time to time acquired by such Pledgor in any manner (which additional interests shall be deemed to be part of the Pledged Equity), and the certificates representing such shares of capital stock, membership interests, partnership interests or other equity interests, and all dividends, cash, instruments, and other property or proceeds from time to time received, receivable, or otherwise distributed in respect of or in exchange for any or all of such shares of capital stock, membership interests, partnership interests or other equity interests; and

(iii) In the case of a limited liability company or limited partnership, (a) all payments or distributions, whether in cash, property or otherwise, at any time owing or payable to such Pledgor on account of its interest as a member or partner, as the case may be, in

any of the Pledged Entities or in the nature of a management, investment banking or other fee paid or payable by any of the Pledged Entities to such Pledgor, (b) all of such Pledgor's rights and interests under each of the partnership agreements or operating agreements, as applicable, including all voting and management rights and all rights to grant or withhold consents or approvals, (c) all rights of access and inspection to and use of all books and records, including computer software and computer software programs, of each of the Pledged Entities, (d) all other rights, interests, property or claims to which such Pledgor may be entitled in its capacity as a partner or the sole member of any Pledged Entity of such Pledgor, and (e) all proceeds, income from, increases in and products of any of the foregoing; and

**(b)** The rents, issues, profits, returns, income, allocations, distributions and proceeds of and from, and all books and records at any time evidencing or relating to, any and all of the foregoing.

The above is not intended to be an exhaustive description of the Pledged Collateral and in the event of any discrepancy between the description of the Pledged Collateral in the Pledge Agreement and in this Notice of Pledge Agreement, the description in the Pledge Agreement shall control.

Pursuant to the Pledge Agreement, the Pledged Company is hereby authorized and directed (i) to register on its books the undersigned Pledgor's pledge of the Pledged Collateral to the Collateral Agent, (ii) to make direct payment to the Collateral Agent, on behalf and for the benefit of itself and the Secured Parties, of any amounts due or to become due such Pledgor, if so notified by the Collateral Agent or such Pledgor, and (iii) to otherwise comply with instructions, including, without limitation, any vote or consent originated by the Collateral Agent without further consent of such Pledgor.

The undersigned Pledgor hereby requests that the Pledged Company indicate its acceptance of this notice of and consent to Pledge Agreement and confirm its terms and provisions by signing a copy hereof where indicated on the attached page and returning the same to the Collateral Agent.

[Signature page follows]



Dated: [\_\_\_\_\_]

**PLEDGOR:**

**[NAME OF PLEDGOR]**

By: \_\_\_\_\_  
Name:  
Title:

## ACKNOWLEDGMENT

**[NAME OF PLEDGED ENTITY]**, a [\_\_\_\_\_] (the “**Issuer**”), hereby acknowledges and consents to the assignment and pledge by **[Name of Pledgor]** (the “**Pledgor**”), of all its right, title and interest in, to and under the Pledged Equity, and the other Pledged Collateral pursuant to the terms of and as described and defined in the Pledge Agreement, dated as of May 1, 2013 (as the same from time to time hereafter may be amended, restated, supplemented or otherwise modified, the “**Pledge Agreement**”), made by the Pledgor and each other “Pledgor” identified therein in favor of The Bank of New York Mellon Trust Company, N.A., not in its individual capacity, but solely in its capacity as the collateral agent (in such capacity, together with its successors and assigns in such capacity, the “**Collateral Agent**”) for the benefit and on behalf of the Secured Parties (as defined therein). Capitalized terms used but not defined herein shall have the meanings given to them in the Pledge Agreement.

The Issuer further confirms that it has reviewed the Pledge Agreement and this Notice of Pledge Agreement and has not found the terms thereof or the transactions described therein to be objectionable, has registered the Pledgor’s pledge to the Collateral Agent, on behalf and for the benefit of the Secured Parties of the Pledged Equity and the other Pledged Collateral on its books, and upon notice from the Collateral Agent or the Pledgor, Issuer agrees to make direct payment to the Collateral Agent of any amounts due or to become due the Pledgor in connection with the Pledged Equity or the Pledged Collateral and agrees that it will otherwise comply with instructions (including, without limitation, any vote or consent) originated by the Collateral Agent without further consent by the Pledgor.

[Signature page follows]

Dated: [\_\_\_\_\_]

**ISSUER:**

**[NAME OF ISSUER],**

a[n] [\_\_\_\_\_]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**[Attach hereto an unexecuted copy of the  
Pledge Agreement  
between the Pledgor and the Collateral Agent]**

B-6

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**EXHIBIT C**

**FORM OF JOINDER AGREEMENT**

C-1

**JOINDER AGREEMENT  
TO  
PLEDGE AGREEMENT**

**ADDITIONAL PLEDGOR:** Reference is made to that certain Pledge Agreement, dated as of May 1, 2013 (as the same may from time to time be amended, restated, supplemented or otherwise modified, the "**Pledge Agreement**"), made by Pulitzer Inc. ("**Pulitzer**"), St. Louis Post-Dispatch LLC and certain other Affiliates and Subsidiaries of Pulitzer, each identified as Pledgors therein, in favor of the Collateral Agent identified therein, on behalf and for the benefit of the Secured Parties identified therein. Capitalized terms not defined in this Joinder Agreement shall have the meanings given to them in the Pledge Agreement. The undersigned acknowledges and agrees it is (or, concurrently with the execution and delivery of this Joinder Agreement, will become) a Pledgor and that, by its execution and delivery of this Joinder Agreement to the Collateral Agent, it hereby joins and for all purposes becomes a Pledgor under and a party to the Pledge Agreement, and does hereby pledge, hypothecate, assign, charge, mortgage, deliver and transfer to the Collateral Agent, on behalf and for the benefit of the Secured Parties, and does hereby grant and deliver to the Collateral Agent, on behalf and for the benefit of the Secured Parties, a security interest in and to all of such Pledgor's respective right, title and interest in, to and under the Pledged Collateral, whether now existing or hereafter arising or acquired, and does hereby fully assume and undertake to perform, all rights, benefits, burdens, obligations and liabilities of a Pledgor under the Pledge Agreement.

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**EXHIBIT D**

**UCC FINANCING STATEMENTS**

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**[Attach hereto copies of UCC financing statements  
with respect to the Pledged Collateral]**



FIRST AMENDMENT TO INTERCREDITOR AGREEMENT

This FIRST AMENDMENT TO INTERCREDITOR AGREEMENT (this "**Amendment**") is dated as of May 1, 2013, among THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Collateral Agent (in such capacity, with its successors and assigns, the "**First Priority Representative**") for the First Priority Secured Parties, WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent (in such capacity, with its successors and assigns, the "**Second Priority Representative**") for the Second Priority Secured Parties, ST. LOUIS POST-DISPATCH LLC ("**STL Post-Dispatch**"), PULITZER INC. ("**Pulitzer**," and together with STL Post-Dispatch, the "**Obligors**"), and each of the other Loan Parties. Unless otherwise indicated, capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Intercreditor Agreement referred to below.

W I T N E S S E T H :

WHEREAS, the First Priority Representative, the Second Priority Representative, the Obligors, and the Loan Parties are parties to an Intercreditor Agreement, dated as of January 30, 2012 (as amended, restated, modified and/or supplemented to, but not including, the date hereof, the "**Intercreditor Agreement**");

WHEREAS, the Obligors intend on the date hereof to refinance in full and replace the Existing First Priority Agreement with the proceeds of Permitted Pulitzer Debt Refinancing Indebtedness (as defined in the Second Priority Term Loan Agreement) pursuant to a Note Agreement, dated as of May 1, 2013, by and among St. Louis Post-Dispatch LLC, Pulitzer Inc. and the purchasers of the notes named therein (as amended, restated, modified and/or supplemented from time to time, the "**New Pulitzer Note Agreement**");

WHEREAS, the parties hereto have agreed, subject to the terms and conditions of this Amendment, and for the good and valuable consideration provided herein, to amend the Intercreditor Agreement to, among other things, establish and confirm that the indebtedness issued under the New Pulitzer Note Agreement constitutes First Priority Obligations under the Intercreditor Agreement;

NOW, THEREFORE, it is agreed:

SECTION 1. Amendments to the Intercreditor Agreement.

(a) The second "WHEREAS" clause of the recitals of the Intercreditor Agreement is hereby amended to replace the defined term "**Notes**" with the defined term "**Existing First Priority Agreement Notes**".

(b) The recitals of the Intercreditor Agreement are hereby further amended to insert the following new "WHEREAS" clause as the fourth "WHEREAS" clause thereof:

"WHEREAS, on May 1, 2013 the Borrower and Pulitzer Inc. ("**Pulitzer**") refinanced in full and replaced the Existing First Priority Agreement and the Existing First Priority Agreement Notes with the proceeds of Permitted Pulitzer Debt Refinancing Indebtedness (as defined in the Second Priority Term Loan Agreement) pursuant to the New Pulitzer Note Agreement (as defined below);"

(c) The recitals of the Intercreditor Agreement are hereby further amended by amending and restating the former fourth “WHEREAS” clause (which begins with the words “WHEREAS, the Borrower is the obligor”) in its entirety as follows:

“WHEREAS, the Borrower and Pulitzer are the obligors, and the other Loan Parties are the guarantors, of the First Priority Obligations and the Loan Parties have granted to the First Priority Representative security interests in the Common Collateral as security for payment and performance of the First Priority Obligations;”

(d) The recitals of the Intercreditor Agreement are hereby further amended by replacing the term “Existing First Priority Agreement” in the last “WHEREAS” clause with the term “First Priority Agreement”.

(e) Section 1.1 of the Intercreditor Agreement is hereby amended by adding the following defined terms in Section 1.1 in appropriate alphabetical order:

“**Existing First Priority Agreement Notes**” has the meaning set forth in the recitals to this Agreement.

“**Existing First Priority Documents**” means the Existing First Priority Agreement, the Existing First Priority Agreement Notes, the “Collateral Documents” (as defined in the Existing First Priority Agreement), the “Guaranty Agreement” (as defined in the Existing First Priority Agreement) and the “Subsidiary Guaranty Agreement” (as defined in the Existing First Priority Agreement).

“**New Pulitzer Note Agreement**” means the Note Agreement, dated as of May 1, 2013, by and among the Borrower, Pulitzer and the purchasers of the notes named therein.

(f) Section 1.1 of the Intercreditor Agreement is hereby further amended by replacing each of the two instances of the term “Existing First Priority Agreement” in the definition of “First Priority Agreement” with the term “New Pulitzer Note Agreement”.

(g) Section 1.1 of the Intercreditor Agreement is hereby further amended by replacing each of the four instances of the term “Existing First Priority Agreement” in the definition of “First Priority Obligations” with the term “New Pulitzer Note Agreement”.

(h) Section 1.1 of the Intercreditor Agreement is hereby further amended by replacing the term “Existing First Priority Agreement” in the definition of “First Priority Security Documents” with the term “New Pulitzer Note Agreement”.

(i) Section 1.1 of the Intercreditor Agreement is hereby amended by deleting the defined term “Maximum First Priority Amount” in its entirety and replacing it with the following defined term:

“**Maximum First Priority Amount**” means \$94,000,000 minus the aggregate amount (without duplication) of all payments of principal of (x) the Notes (which, for the avoidance of doubt, shall not include any payments of the Existing First Priority Agreement Notes) and (y) any other Permitted Pulitzer Debt Refinancing Indebtedness. For the avoidance of doubt, the amount of any DIP Financing shall not be included for purposes of determining the “Maximum First Priority Amount.”

(j) Section 1.1 of the Intercreditor Agreement is hereby amended by deleting the defined term “Notes” in its entirety and replacing it with the following defined term:

“**Notes**” means any of the notes delivered pursuant to any provision of the New Pulitzer Note Agreement and each note delivered in substitution or exchange for any other note pursuant to any such provision.

(k) Section 2.3 of the Intercreditor Agreement is hereby amended by replacing (x) the words “the Borrower’s” in clause (i) of the first proviso of clause (c) thereof with the word “Pulitzer’s” and (y) the word “Borrower” in clause (i)(y) of the first proviso of clause (c) thereof with the word “Pulitzer”.

(l) Section 3.2 of the Intercreditor Agreement is hereby amended by replacing the phrase “and the Borrower” in the first proviso thereof with the phrase, “, the Borrower and Pulitzer”.

(m) Section 3.2 of the Intercreditor Agreement is hereby further amended by replacing the term “Existing First Priority Agreement” in the parenthetical in clause (i) of the second proviso thereof with the term “New Pulitzer Note Agreement”.

## SECTION 2. Miscellaneous Provisions

(a) Each party hereto acknowledges and agrees that the Intercreditor Agreement (as modified hereby) and all agreements and obligations thereunder, are valid and enforceable against such Person in every respect and all of the terms and conditions thereof are legally binding upon such Person, and the Second Priority Secured Parties and the Loan Parties reaffirm the priorities set forth in Section 2 of the Intercreditor Agreement.

(b) Each party hereto acknowledges and agrees that the First Priority Representative hereunder is the “First Priority Representative” for purposes of the Intercreditor Agreement as of the date hereof.

(c) Each party hereto acknowledges and agrees that the First Priority Obligations Payment Date has not occurred as of the date hereof.

(d) The Second Priority Secured Parties and the Loan Parties acknowledge and agree that the aggregate principal amount of the Notes outstanding on the date hereof (after giving effect to the transactions contemplated to occur on the date hereof) under the First Priority Agreement does not exceed the Maximum First Priority Amount (as amended herein).

(e) The Second Priority Secured Parties and the Loan Parties acknowledge and agree that a memorandum of Intercreditor Agreement or any other document setting forth the effect of the Intercreditor Agreement may be recorded to evidence the priorities set forth in the Intercreditor Agreement by any party hereto in any jurisdiction, including in connection with the execution, delivery, and recordation of deeds of trust, mortgages, deeds, and similar instruments for real property comprising Common Collateral.

(f) This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision of the Intercreditor Agreement.

(g) This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered (including by facsimile or other electronic transmission) shall be an original, but all of which shall together constitute one and the same instrument.

**(h) THIS AMENDMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, EXCEPT AS OTHERWISE REQUIRED BY MANDATORY PROVISIONS OF LAW AND EXCEPT TO THE EXTENT THAT REMEDIES PROVIDED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK ARE GOVERNED BY THE LAWS OF SUCH JURISDICTION. EACH OF THE PARTIES TO THIS AMENDMENT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AMENDMENT AND FOR ANY COUNTERCLAIM THEREIN.**

(i) From and after the date hereof, all references to the Intercreditor Agreement shall be deemed to be references to the Intercreditor Agreement as modified hereby.

*[Remainder of page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Amendment as of the date first above written.

**THE BANK OF NEW YORK MELLON TRUST  
COMPANY, N.A.**, as First Priority Representative for and on  
behalf of the First Priority Secured Parties

By: /s/ TERESA PETTA

Name: TERESA PETTA

Title: VICE PRESIDENT

**WILMINGTON TRUST, NATIONAL ASSOCIATION**, as  
Second Priority Representative for and on behalf of the Second  
Priority Secured Parties

By: /s/ Joshua G. James

Name: Joshua G. James

Title: Assistant Vice President

Signature Page to First Amendment to Intercreditor Agreement

**PULITZER INC.**

By: /s/ Carl G. Schmidt

Name: Carl G. Schmidt

Title: Treasurer

**ST. LOUIS POST-DISPATCH LLC**

By: PULITZER INC., Managing Member

By: /s/ Carl G. Schmidt

Name: Carl G. Schmidt

Title: Treasurer

**FLAGSTAFF PUBLISHING CO.**

**HANFORD SENTINEL INC.**

**NAPA VALLEY PUBLISHING CO.**

**PANTAGRAPH PUBLISHING CO.**

**PULITZER MISSOURI NEWSPAPERS, INC.**

**PULITZER NEWSPAPERS, INC.**

**PULITZER TECHNOLOGIES, INC.**

**SANTA MARIA TIMES, INC.**

**SOUTHWESTERN OREGON PUBLISHING CO.**

**STAR PUBLISHING COMPANY**

**YNEZ CORPORATION**

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

Signature Page to First Amendment to Intercreditor Agreement

**FAIRGROVE LLC**

By: ST. LOUIS POST-DISPATCH LLC,  
Managing Member

By: PULITZER Inc., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

**AMPLIFIED DIGITAL, LLC**

**STL DISTRIBUTION SERVICES LLC**

**SUBURBAN JOURNALS OF GREATER ST. LOUIS LLC**

**PULITZER NETWORK SYSTEMS LLC**

By: PULITZER INC., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

Signature Page to First Amendment to Intercreditor Agreement

FIRST AMENDMENT TO CREDIT AGREEMENT

FIRST AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of May 1, 2013, among LEE ENTERPRISES, INCORPORATED, a Delaware corporation (the "Borrower"), the lenders from time to time party to the Credit Agreement referred to below (the "Lenders") and DEUTSCHE BANK TRUST COMPANY AMERICAS, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as collateral agent for the Lenders (in such capacity, the "Collateral Agent"). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement referred to below.

W I T N E S S E T H :

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to an Exit Credit Agreement, dated as of January 30, 2012 (as amended, modified and/or supplemented to, but not including, the date hereof, the "Credit Agreement");

WHEREAS, St. Louis Post-Dispatch LLC and Pulitzer Inc., each an indirect Subsidiary of the Borrower, intend on the date hereof to refinance in full and replace the Pulitzer Debt with the proceeds of Permitted Pulitzer Debt Refinancing Indebtedness pursuant to that certain Note Agreement, dated as of the date hereof, by and among St. Louis Post-Dispatch LLC, Pulitzer Inc. and the purchasers of the notes named therein (as amended, restated, modified and/or supplemented from time to time, the "New Pulitzer Notes"; the Indebtedness issued thereunder, the "New Pulitzer Debt"; and such refinancing and replacement, the "Refinancing");

WHEREAS, as a condition to the Refinancing, Star Publishing Company, an indirect Subsidiary of the Borrower, is required to grant the holders of the New Pulitzer Notes a first priority Lien on all of Star Publishing Company's interest in TNI Partners (consisting of 50% of the total partnership interests in TNI Partners (the "TNI Interest")) and, concurrently therewith, will also grant the collateral agent under the Second Lien Loan Agreement a second priority Lien on the TNI Interest; and

WHEREAS, the Borrower has requested, and the Lenders have agreed, subject to the terms and conditions of this Amendment, and for the good and valuable consideration provided herein, to amend the Credit Agreement to, among other things, permit the incurrence of Liens on the TNI Interest as contemplated by the Refinancing;

NOW, THEREFORE, it is agreed:

SECTION 1. Amendments to the Credit Agreement.

(a) Section 1.01 of the Credit Agreement is hereby amended by deleting the defined terms "Excluded Domestic Subsidiary" and "Excluded TNI Assets" in their entirety and adding the following defined terms in their appropriate alphabetical order:

"Deferred Intercompany Notes" shall mean the collective reference to (a) the promissory note, dated October 1, 2002, made by Lee Publications, Inc. payable to Lee Consolidated Holdings Co., as successor by assignment to Lee Enterprises, Incorporated. in the original



principal amount of \$264,000,000, (b) the revolving line of credit promissory note, dated October 1, 2002, made by Lee Enterprises, Incorporated payable to Lee Consolidated Holdings Co., (c) the promissory note, dated July 1, 2002, made by Lee Publications, Inc. payable to Lee Consolidated Holdings Co., in the original principal amount of \$59,300,000, and (d) the promissory note, dated July 1, 2002, made by Sioux City Newspapers, Inc. payable to Lee Consolidated Holdings Co., in the original principal amount of \$59,300,000, as each such note is amended, restated, modified and/or supplemented from time to time, and any replacements or refinancings thereof.

“Excluded Domestic Subsidiary” shall mean Pulitzer and each Domestic Subsidiary of Pulitzer until such time as the Pulitzer Debt Satisfaction Date shall have occurred.

“Excluded TNI Assets” shall mean all real and personal property of Star Publishing which is leased to or used in the operations or business of TNI Partners, and all proceeds of any of the foregoing. For the avoidance of doubt, “Excluded TNI Assets” shall not include any Equity Interests in TNI Partners.

“Pulitzer Assets Intercreditor Agreement” shall mean an intercreditor agreement executed and delivered, as required hereunder, by the Collateral Agent, the collateral agent under the Second Lien Documents (and, if applicable, the collateral agent under any Additional Second Lien Indebtedness Documents), Pulitzer and PD LLC, which intercreditor agreement shall (x) provide, among other things, that any Liens granted or otherwise created on any assets or property of Pulitzer or any of its Subsidiaries pursuant to Section 9.12(a)(ii) shall be junior and subordinated to the Liens granted or otherwise created on such assets or property under the Second Lien Documents (and, if applicable, the Additional Second Lien Indebtedness Documents) and (y) be consistent in form and substance with the Intercreditor Agreement and in any event reasonably satisfactory to the Required Lenders and as the same may thereafter be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

“Pulitzer Debt Satisfaction Date” shall mean the date on which the final payment and satisfaction in full of all Indebtedness and other obligations arising under or in respect of the Pulitzer Debt Documents or any Permitted Pulitzer Debt Refinancing Indebtedness (including any guaranty or pledge thereof by Pulitzer and/or one or more of its Subsidiaries, but excluding any contingent indemnification obligations that are stated under the Pulitzer Debt Documents (or, if applicable, the documentation for any Permitted Pulitzer Debt Refinancing Indebtedness) to survive repayment of such Indebtedness) shall have occurred.

(b) Section 1.01 of the Credit Agreement is hereby further amended by deleting clause (i) of the definition of “Permitted Encumbrance” in its entirety and replacing it with the following new clause (i): “(i) Liens created pursuant to the Second Lien Loan Documents and the Liens securing any Additional Second Lien Indebtedness; provided that, in each case, such Liens are subject to the terms of the Intercreditor Agreement or, with respect to any such Liens on the assets or property of Pulitzer or any of its Subsidiaries, are, following the Pulitzer Debt Satisfaction Date, subject to the terms of the Pulitzer Assets Intercreditor Agreement;”

(c) Section 9.09 of the Credit Agreement is hereby amended by adding the following proviso immediately after the phrase “Material Adverse Effect”: “; provided that, so long as no Default or Event of Default has occurred and is continuing, neither the failure of the Borrower, Lee Publications, Inc. or Sioux City Newspapers, Inc. to pay prior to the final maturity thereof the principal amount of the Intercompany Loans under the Deferred Intercompany Notes (notwithstanding that the failure to do so constitutes a default or event of default thereunder), nor the failure of a holder of a Deferred Intercompany Note to take any action to enforce its rights under any Deferred Intercompany Note, shall constitute a Default or Event of Default, and such failure shall not be deemed, in and of itself, to have a Material Adverse Effect”.

(d) Section 9.12(a) of the Credit Agreement is hereby amended by replacing subclause (ii) thereof in its entirety with the following: “(ii) each Excluded Domestic Subsidiary that has not yet entered into the Subsidiaries Guaranty, the Security Agreement and/or the Pledge Agreement, after the occurrence of the Pulitzer Debt Satisfaction Date, to take all actions required for such Subsidiary to become a party to the Subsidiaries Guaranty, the Security Agreement and/or the Pledge Agreement in accordance with the terms of the Subsidiaries Guaranty, the Security Agreement and/or the Pledge Agreement upon the date upon which the Pulitzer Debt Satisfaction Date shall have occurred (provided that (x) in no event will any Lien be granted or be required to be created as a result thereof on any Excluded TNI Assets and (y) any Lien granted or created or required to be granted or created on any asset or property of Pulitzer or any of its Subsidiaries pursuant to this Section 9.12(a)(ii) shall be at all times junior and subordinated to the Liens granted on such assets or property under the Second Lien Documents or, if applicable, the Additional Second Lien Indebtedness Documents, in accordance with the Pulitzer Assets Intercreditor Agreement to the extent then in effect).

(e) Section 9.12(a) of the Credit Agreement is hereby further amended by inserting immediately prior to the last period thereof the following: “, and the Collateral Agent shall, and the Borrower shall cause Pulitzer, PD LLC and the collateral agent under the Second Lien Documents (and, if applicable, the collateral agent under any Additional Second Lien Indebtedness Documents) to, execute and deliver the Pulitzer Assets Intercreditor Agreement”.

(f) Section 10.01 of the Credit Agreement is hereby amended by inserting immediately prior to the semicolon at the end of clause (xviii) thereof the following: “or, with respect to any such Liens on the assets or property of Pulitzer or any of its Subsidiaries, following the Pulitzer Debt Satisfaction Date and the granting or creation of Liens in favor of the Collateral Agent on such assets or property pursuant to Section 9.12(a)(i), subject to the terms of the Pulitzer Assets Intercreditor Agreement”.

(g) Section 11.04 of the Credit Agreement is hereby amended by inserting immediately after the last sentence of Section 11.04 but prior to the word “or” the following proviso: “provided further that, so long as no Default or Event of Default has otherwise occurred and is continuing (or was otherwise occurring or continuing at such time), it shall not be (nor shall it have been) a Default or Event of Default under this Section 11.04 if an event of default or default arises (or arose on or prior to the Amendment Effective Date (as defined in the First

Amendment, dated as of May 1, 2013, to this Agreement)) under a Deferred Intercompany Note solely as a result of the Borrower's, Lee Publications, Inc.'s or Sioux City Newspapers, Inc.'s failure (X) to pay, prior to the final maturity thereof, the principal amount of the Intercompany Loans under the Deferred Intercompany Notes as and when it becomes (or became) due and payable and (Y) to have paid, prior to such Amendment Effective Date, interest on the Intercompany Loans under the Deferred Intercompany Notes as and when it became due and payable (and, for the avoidance of doubt, it shall not be (nor shall it have been) a Default or Event of Default if a holder of a Deferred Intercompany Note shall fail (or shall have failed) to take any action to enforce its rights under any Deferred Intercompany Note in respect of the foregoing);”.

For the purposes of this Amendment, the Defaults and Events of Default existing on the Amendment Effective Date and referred to in the immediately preceding sentence in respect of the Deferred Intercompany Notes shall be referred to as the “Existing Defaults”.

SECTION 2. Amendments to Intercompany Subordination Agreement. Section 7 of the Intercompany Subordination Agreement is hereby amended by adding immediately before the period at the end of the definition of “Enforcement Action” the following proviso: “provided that the accrual of default interest under the Deferred Intercompany Notes shall not constitute an Enforcement Action so long as no Default or Event of Default shall have occurred and be continuing under the Credit Agreement”.

SECTION 3. Miscellaneous Provisions

(a) In order to induce the Lenders to enter into this Amendment, the Borrower hereby represents and warrants that (i) no Default or Event of Default (other than the Existing Defaults) exists as of the Amendment Effective Date (as defined below), both immediately before and immediately after giving effect to the Refinancing and this Amendment on such date, (ii) all of the representations and warranties (other than any representation or warranty that would not be true and correct solely as a result of the Existing Defaults) contained in the Credit Agreement and in the other Credit Documents are true and correct on the Amendment Effective Date, both immediately before and immediately after giving effect to the Refinancing and this Amendment on such date, with the same effect as though such representations and warranties had been made on and as of the Amendment Effective Date (it being understood that any representation or warranty made as of a specific date shall be true and correct as of such specific date), (iii) the failure to pay principal under the Deferred Intercompany Notes shall not (x) constitute a default or event of default, conflict with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien upon any property or assets of any Credit Party or any of its Subsidiaries pursuant to the terms of any material indenture, mortgage, deed of trust, credit agreement or loan agreement, or any other material agreement, contract or instrument, in each case to which any Credit Party or any of its Subsidiaries is a party or by which it or any of its property or assets is bound or to which it may be subject, or (y) violate any provision of the certificate or articles of incorporation, certificate of formation, limited liability company agreement or by-laws (or equivalent organizational documents), as applicable, of any Credit Party or any of its Subsidiaries, (iv) the New Pulitzer Debt constitutes, and satisfies the definition of, Permitted Pulitzer Debt Refinancing Indebtedness, as such term is defined in the

Credit Agreement, and (v) the Borrower has the Company power and authority to execute, deliver and perform the terms and provisions of this Amendment (and the Credit Agreement as amended hereby) and has taken all Company action to authorize the execution, delivery and performance by it of this Amendment (and the performance of the Credit Agreement as amended hereby).

(b) The Credit Parties acknowledge and agree that the Credit Agreement (as modified hereby) and each other Credit Document, and all Obligations and Liens thereunder, are valid and enforceable against the Credit Parties in every respect and all of the terms and conditions thereof are legally binding upon the Credit Parties, in each case all without offset, counterclaims or defenses of any kind. The Credit Parties and the Lenders acknowledge and reaffirm the priorities set forth in Section 13.17 of the Credit Agreement.

(c) This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Credit Document.

(d) This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered (including by facsimile or other electronic transmission) shall be an original, but all of which shall together constitute one and the same instrument.

**(e) THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH OF THE PARTIES TO THIS AMENDMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT, THE OTHER CREDIT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

(f) This Amendment shall become effective on the date (the "Amendment Effective Date") when each of the following conditions shall have been satisfied:

1. the Borrower, each other Credit Party (including, without limitation, each party to the Intercompany Subordination Agreement) and Lenders constituting the Required Lenders shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered (including by way of facsimile or other electronic transmission) the same to the Administrative Agent;
2. the Borrower shall have paid to the Administrative Agent all fees, costs and expenses (including, without limitation, the fees and expenses of counsel) payable to the Administrative Agent to the extent then due;

3. (i) no Default or Event of Default (other than the Existing Defaults) shall have occurred and be continuing, and (ii) all of the representations and warranties (other than any representation or warranty that would not be true and correct solely as a result of the Existing Defaults) contained in the Credit Agreement and in the other Credit Documents are true and correct, in each case on the Amendment Effective Date, both immediately before and immediately after giving effect to the Refinancing and this Amendment on such date, with, in the case of clause (ii), the same effect as though such representations and warranties had been made on and as of the Amendment Effective Date (it being understood that any representation or warranty made as of a specific date shall be true and correct as of such specific date);
4. the Lenders shall have received execution versions of the New Pulitzer Notes and the related instruments, agreements and documents to be executed in connection therewith (including without limitation, any guaranties of the New Pulitzer Notes), and the Required Lenders shall be reasonably satisfied with the terms and conditions thereof;
5. the conditions precedent to the effectiveness of the New Pulitzer Notes shall have been satisfied pursuant to the terms thereof, and the Pulitzer Debt outstanding immediately prior to the Amendment Effective Date shall have been repaid in full with proceeds of the New Pulitzer Notes; and
6. the Lenders shall have received an amendment to the Second Lien Loan Documents, in form and substance reasonably satisfactory to the Required Lenders, and the conditions precedent to the effectiveness thereof shall have been satisfied pursuant to the terms thereof.

(g) The execution and delivery of this Amendment by any Lender shall be binding upon each of its successors and assigns (including Assignees) and binding in respect of all of its Revolving Loan Commitments and Loans, including any Revolving Loan Commitments or Loans acquired subsequent to its execution and delivery hereof and prior to the effectiveness hereof.

(h) The Credit Parties and the Lenders hereby acknowledge and agree that the reference in each of the Deferred Intercompany Notes to the "Credit Agreement" shall be deemed for all purposes to be a reference to the Credit Agreement, as amended by this Amendment and as hereafter further amended, restated, replaced, modified and/or supplemented.

(i) Each Lender, the Administrative Agent, and the Collateral Agent acknowledge and agree that the New Pulitzer Debt constitutes Permitted Pulitzer Debt Refinancing Indebtedness, as such term is defined in the Credit Agreement.

(j) By the execution hereof, the Lenders signatory hereto representing the Required Lenders under the Credit Agreement hereby authorize and direct the Administrative Agent and the Collateral Agent to execute and deliver this Amendment and any other agreements or documents required in connection herewith, including without limitation, the Pulitzer Assets Intercreditor Agreement. The Credit Parties and the Lenders expressly agree and confirm that the Administrative Agent's right to indemnification, as set forth in the Credit Agreement, shall apply with respect to any and all losses, claims, costs and expenses that the Administrative Agent suffers, incurs or is threatened with relating to actions taken or omitted by the Administrative Agent in connection with this Amendment and the other documents contemplated hereby to the same extent such right applies under the Credit Agreement.

From and after the Amendment Effective Date, all references in the Credit Agreement and each of the other Credit Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement and the other Credit Documents as modified hereby. All references in the Credit Agreement and each other Credit Documents to the Credit Documents shall be deemed to include this Amendment.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Amendment as of the date first above written.

LEE ENTERPRISES, INCORPORATED, as Borrower

By: /s/ Carl G. Schmidt

Name: Carl G. Schmidt

Title: Vice President, Chief Financial Officer and Treasurer

Signature Page to First Amendment

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
Individually, and as Administrative Agent and Collateral  
Agent

By: /s/ Benjamin Souh

Name: Benjamin Souh

Title: Vice President

By: /s/ Anca Trifan

Name: Anca Trifan

Title: Managing Director

Signature Page to First Amendment



Each of the undersigned, each being a Subsidiary Guarantor under, and as defined in, the Credit Agreement referenced in the foregoing Amendment, hereby consents to the entering into of the Amendment and agrees to all of the provisions thereof, and confirms and agrees that notwithstanding the effectiveness of the Amendment, each Security Document to which such Person is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, in each case as amended by the Amendment.

**THE FOREGOING CONSENT BY EACH SUBSIDIARY GUARANTOR SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.**

JOURNAL-STAR PRINTING CO.  
ACCUDATA, INC.  
K. FALLS BASIN PUBLISHING, INC.  
LEE CONSOLIDATED HOLDINGS CO.  
LEE PUBLICATIONS, INC.  
LEE PROCUREMENT SOLUTIONS CO.  
SIOUX CITY NEWSPAPERS, INC.

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

INN PARTNERS, L.C.,

By: ACCUDATA, INC., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

Signature Page to First Amendment

SIGNATURE PAGE TO THE FIRST AMENDMENT TO THE CREDIT AGREEMENT, DATED AS OF THE DATE FIRST REFERENCED ABOVE, AMONG LEE ENTERPRISES, INCORPORATED, VARIOUS LENDERS AND DEUTSCHE BANK TRUST COMPANY AMERICAS, AS ADMINISTRATIVE AGENT

[NAME OF LENDER]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

FIRST AMENDMENT TO CREDIT AGREEMENT

FIRST AMENDMENT TO CREDIT AGREEMENT (this "Amendment"), dated as of May 1, 2013, among LEE ENTERPRISES, INCORPORATED, a Delaware corporation (the "Borrower"), the lenders from time to time party to the Credit Agreement referred to below (the "Lenders") and WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as collateral agent for the Lenders (in such capacity, the "Collateral Agent"). Unless otherwise indicated, all capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided such terms in the Credit Agreement referred to below.

W I T N E S S E T H :

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to a Second Lien Loan Agreement, dated as of January 30, 2012 (as amended, modified and/or supplemented to, but not including, the date hereof, the "Credit Agreement");

WHEREAS, St. Louis Post-Dispatch LLC and Pulitzer Inc., each an indirect Subsidiary of the Borrower, intend on the date hereof to refinance in full and replace the Pulitzer Debt with the proceeds of Permitted Pulitzer Debt Refinancing Indebtedness pursuant to that certain Note Agreement, dated as of the date hereof, by and among St. Louis Post-Dispatch LLC, Pulitzer Inc. and the purchasers of the notes named therein (as amended, restated, modified and/or supplemented from time to time, the "New Pulitzer Notes"; the Indebtedness issued thereunder, the "New Pulitzer Debt"; and such refinancing and replacement, the "Refinancing");

WHEREAS, as a condition to the Refinancing, Star Publishing Company, an indirect Subsidiary of the Borrower, is required to grant the holders of the New Pulitzer Notes a first priority Lien on all of Star Publishing Company's interest in TNI Partners (consisting of 50% of the total partnership interests in TNI Partners (the "TNI Interest")) and, concurrently therewith, will also grant the Collateral Agent a second priority Lien on the TNI Interest; and

WHEREAS, the Borrower has requested, and the Lenders have agreed, subject to the terms and conditions of this Amendment, and for the good and valuable consideration provided herein, to amend the Credit Agreement to, among other things, permit the incurrence of Liens on the TNI Interest as contemplated by the Refinancing;

NOW, THEREFORE, it is agreed:

SECTION 1. Amendments to the Credit Agreement.

(a) Section 1.01 of the Credit Agreement is hereby amended by deleting the defined terms "Credit Documents", "Excluded TNI Assets" and "Intercreditor Agreement" in their entirety and adding the following defined terms in their appropriate alphabetical order:

"Credit Documents" shall mean this Agreement, the Subsidiaries Guaranty, the Pledge Agreement, the Security Agreement, the Intercompany Subordination Agreement, the Lee Intercreditor Agreement, the Pulitzer Intercreditor Agreement, the Pulitzer Satisfaction Intercreditor Agreement and, after the execution and delivery thereof pursuant to the terms of this Agreement, each Note and each other Security Document.

“Deferred Intercompany Notes” shall mean the collective reference to (a) the promissory note, dated October 1, 2002, made by Lee Publications, Inc. payable to Lee Consolidated Holdings Co., as successor by assignment to Lee Enterprises, Incorporated. in the original principal amount of \$264,000,000, (b) the revolving line of credit promissory note, dated October 1, 2002, made by Lee Enterprises, Incorporated payable to Lee Consolidated Holdings Co., (c) the promissory note, dated July 1, 2002, made by Lee Publications, Inc. payable to Lee Consolidated Holdings Co., in the original principal amount of \$59,300,000, and (d) the promissory note, dated July 1, 2002, made by Sioux City Newspapers, Inc. payable to Lee Consolidated Holdings Co., in the original principal amount of \$59,300,000, as each such note is amended, restated, modified and/or supplemented from time to time, and any replacements or refinancings thereof.

“Excluded TNI Assets” shall mean all real and personal property of Star Publishing which is leased to or used in the operations or business of TNI Partners, and all proceeds of any of the foregoing. For the avoidance of doubt, “Excluded TNI Assets” shall not include any Equity Interests in TNI Partners.

“Intercreditor Agreement” shall mean, as the context requires, (i) the Lee Intercreditor Agreement, (ii) the Pulitzer Intercreditor Agreement and (iii) the Pulitzer Satisfaction Intercreditor Agreement.

“Pulitzer Debt Satisfaction Date” shall mean the date on which the final payment and satisfaction in full of all Indebtedness and other obligations arising under or in respect of the Pulitzer Debt Documents or any Permitted Pulitzer Debt Refinancing Indebtedness (including any guaranty or pledge thereof by Pulitzer and/or one or more of its Subsidiaries, but excluding any contingent indemnification obligations that are stated under the Pulitzer Debt Documents (or, if applicable, the documentation for any Permitted Pulitzer Debt Refinancing Indebtedness) to survive repayment of such Indebtedness) shall have occurred.

“Pulitzer Satisfaction Intercreditor Agreement” shall mean an intercreditor agreement executed and delivered by the Collateral Agent, the collateral agent under the First Lien Credit Documents (or, if applicable, the collateral agent under any Permitted First Lien Refinancing Indebtedness), Pulitzer and PD LLC, which intercreditor agreement shall (x) provide, among other things, that any Lien granted under the First Lien Credit Documents (or, if applicable, the documentation governing any Permitted First Lien Refinancing Indebtedness) on any asset or property of Pulitzer or any of its Subsidiaries shall be junior and subordinated to the Liens granted or otherwise created on such assets or property under the Credit Documents and (y) be consistent in form and substance with the Lee Intercreditor Agreement and in any event reasonably satisfactory to the Required Lenders, as the same may be amended, modified or supplemented from time to time in accordance with the terms hereof and thereof.

“Star Publishing” shall mean Star Publishing Company, an Arizona corporation.

(b) Section 1.01 of the Credit Agreement is hereby further amended by deleting clause (i) of the definition of “Permitted Encumbrance” in its entirety and replacing it with the following new clause (i):

“(i)(x) First Priority Liens (as defined in each of the Lee Intercreditor Agreement and the Pulitzer Intercreditor Agreement) on Common Collateral (as defined in the Lee Intercreditor Agreement or the Pulitzer Intercreditor Agreement, as applicable); provided that such Liens are subject to the terms of the Lee Intercreditor Agreement or the Pulitzer Intercreditor Agreement, as applicable, and (y) after the Pulitzer Debt Satisfaction Date, second priority Liens of the collateral agent under the First Lien Credit Agreement on assets or property of Pulitzer or any of its Subsidiaries constituting Collateral; provided that such Liens are subject to the terms of the Pulitzer Satisfaction Intercreditor Agreement;”

(c) Section 9.09 of the Credit Agreement is hereby amended by adding the following proviso immediately after the phrase “Material Adverse Effect”:

“; provided that, so long as no Default or Event of Default has occurred and is continuing, neither the failure of the Borrower, Lee Publications, Inc. or Sioux City Newspapers, Inc. to pay, prior to the final maturity thereof, the principal amount of the Intercompany Loans under the Deferred Intercompany Notes (notwithstanding that the failure to do so constitutes a default or event of default thereunder), nor the failure of a holder of a Deferred Intercompany Note to take any action to enforce its rights under any Deferred Intercompany Note, shall constitute a Default or Event of Default, and such failure shall not be deemed, in and of itself, to have a Material Adverse Effect”.

(d) Section 9.12 of the Credit Agreement is hereby amended by adding the following sentence to the end of clause (a) thereof:

“On and as of the date that a Lien is granted or otherwise created under any First Lien Credit Documents (or, if applicable, the documentation governing any Permitted First Lien Refinancing Indebtedness) on any asset or property of Pulitzer or any of its Subsidiaries, and as a condition precedent to such Liens being so granted or created (but without limiting any other provisions of this Agreement prohibiting, restricting or otherwise limiting such Liens or the granting thereof), the Collateral Agent, Pulitzer and PD LLC shall, and Pulitzer shall cause the collateral agent under the First Lien Credit Documents (or, if applicable, the collateral agent under any Permitted First Lien Refinancing Indebtedness) to, execute and deliver the Pulitzer Satisfaction Intercreditor Agreement.”

(e) Section 10.01 of the Credit Agreement is hereby amended by deleting clause (xviii) thereof in its entirety and replacing such clause with the:

“Liens solely on the assets of Pulitzer and its Subsidiaries (other than the Excluded TNI Assets) (x) to secure their respective obligations in respect of the Pulitzer Debt Documents or any Permitted Pulitzer Debt Refinancing Indebtedness incurred in accordance with this Agreement (including any guaranty or pledge thereof by Pulitzer and/or one or more of its Subsidiaries), provided that such Liens are at all times subject to the terms of the Pulitzer Intercreditor Agreement, or (y) granted or otherwise created in accordance with Section 9.12(a)(ii) of the First Lien Credit Agreement (or any comparable provision under any Permitted First Lien Refinancing Indebtedness) after the Pulitzer Debt Satisfaction Date to secure their respective obligations in respect of the First Lien Credit Documents or any Permitted First Lien Refinancing Indebtedness incurred in accordance with this Agreement (including any guaranty or pledge thereof by Pulitzer and/or one or more of its Subsidiaries), provided that such Liens are at all times subject to the terms of the Pulitzer Satisfaction Intercreditor Agreement;”.

(f) Section 11.04 of the Credit Agreement is hereby amended by inserting immediately after the last sentence of Section 11.04 but prior to the word “or” the following proviso:

“provided further that, so long as no Default or Event of Default has otherwise occurred and is continuing (or was otherwise occurring or continuing at such time), it shall not be (nor shall it have been) a Default or Event of Default under this Section 11.04 if an event of default or default arises (or arose on or prior to the Amendment Effective Date (as defined in the First Amendment, dated as of May [ ], 2013, to this Agreement)) under a Deferred Intercompany Note solely as a result of the Borrower’s, Lee Publications, Inc.’s or Sioux City Newspapers, Inc.’s failure (X) to pay, prior to the final maturity thereof, the principal amount of the Intercompany Loans under the Deferred Intercompany Notes as and when it becomes (or became) due and payable and (Y) to have paid, prior to such Amendment Effective Date, interest on the Intercompany Loans under the Deferred Intercompany Notes as and when it became due and payable (and, for the avoidance of doubt, it shall not be (nor shall it have been) a Default or Event of Default if a holder of a Deferred Intercompany Note shall fail (or shall have failed) to take any action to enforce its rights under any Deferred Intercompany Note in respect of the foregoing);”.

For the purposes of this Amendment, the Defaults and Events of Default existing on the Amendment Effective Date and referred to in the immediately preceding sentence in respect of the Deferred Intercompany Notes shall be referred to as the “Existing Defaults”.

SECTION 2. Amendments to Intercompany Subordination Agreement. Section 7 of the Intercompany Subordination Agreement is hereby amended by adding immediately before the period at the end of the definition of “Enforcement Action” the following proviso: “provided that the accrual of default interest under the Deferred Intercompany Notes shall not constitute an Enforcement Action so long as no Default or Event of Default shall have occurred and be continuing under the Credit Agreement”.

SECTION 3. Miscellaneous Provisions

(a) In order to induce the Lenders to enter into this Amendment, the Borrower hereby represents and warrants that (i) no Default or Event of Default (other than the Existing Defaults) exists as of the Amendment Effective Date (as defined below), both immediately before and immediately after giving effect to the Refinancing and this Amendment on such date, (ii) all of the representations and warranties (other than any representation or warranty that would not be true and correct solely as a result of the Existing Defaults) contained in the Credit Agreement and in the other Credit Documents are true and correct on the Amendment Effective Date, both immediately before and immediately after giving effect to the Refinancing and this Amendment on such date, with the same effect as though such representations and warranties had been made on and as of the Amendment Effective Date (it being understood that any representation or warranty made as of a specific date shall be true and correct as of such specific date), (iii) the failure to pay principal under the Deferred Intercompany Notes shall not (x) constitute a default or event of default, conflict with or result in any breach of any of the terms, covenants, conditions or provisions of, or constitute a default under, or result in the creation or imposition of (or the obligation to create or impose) any Lien upon any property or assets of any Credit Party or any of its Subsidiaries pursuant to the terms of any material indenture, mortgage, deed of trust, credit agreement or loan agreement, or any other material agreement, contract or instrument, in each case to which any Credit Party or any of its Subsidiaries is a party or by which it or any of its property or assets is bound or to which it may be subject, or (y) violate any provision of the certificate or articles of incorporation, certificate of formation, limited liability company agreement or by-laws (or equivalent organizational documents), as applicable, of any Credit Party or any of its Subsidiaries, (iv) the New Pulitzer Debt constitutes, and satisfies the definition of, Permitted Pulitzer Debt Refinancing Indebtedness, as such term is defined in the Credit Agreement, and (v) the Borrower has the Company power and authority to execute, deliver and perform the terms and provisions of this Amendment (and the Credit Agreement as amended hereby) and has taken all Company action to authorize the execution, delivery and performance by it of this Amendment (and the performance of the Credit Agreement as amended hereby).

(b) The Credit Parties acknowledge and agree that the Credit Agreement (as modified hereby) and each other Credit Document, and all Obligations and Liens thereunder, are valid and enforceable against the Credit Parties in every respect and all of the terms and conditions thereof are legally binding upon the Credit Parties, in each case all without offset, counterclaims or defenses of any kind. The Credit Parties and the Lenders acknowledge and reaffirm the priorities set forth in Section 13.17 of the Credit Agreement.

(c) This Amendment is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision of the Credit Agreement or any other Credit Document.

(d) This Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which counterparts when executed and delivered (including by facsimile or other electronic transmission) shall be an original, but all of which shall together constitute one and the same instrument.

**(e) THIS AMENDMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAW OF THE STATE OF NEW YORK**

**WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. EACH OF THE PARTIES TO THIS AMENDMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AMENDMENT, THE OTHER CREDIT DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

(f) This Amendment shall become effective on the date (the "Amendment Effective Date") when each of the following conditions shall have been satisfied:

1. the Borrower, each other Credit Party (including, without limitation, each party to the Intercompany Subordination Agreement) and Lenders constituting the Required Lenders shall have signed a counterpart hereof (whether the same or different counterparts) and shall have delivered (including by way of facsimile or other electronic transmission) the same to the Administrative Agent;
2. the Borrower shall have paid all fees, costs and expenses (including, without limitation, the fees and expenses of counsel) payable to the Administrative Agent or any Backstop Party to the extent then due, including, without limitation, pursuant to Section 13.01 of the Credit Agreement;
3. (i) no Default or Event of Default (other than the Existing Defaults) shall have occurred and be continuing and (ii) all of the representations and warranties (other than any representation or warranty that would not be true and correct solely as a result of the Existing Defaults) contained in the Credit Agreement and in the other Credit Documents are true and correct, in each case on the Amendment Effective Date, both immediately before and immediately after giving effect to the Refinancing and this Amendment on such date, with, in the case of such clause (ii), the same effect as though such representations and warranties had been made on and as of the Amendment Effective Date (it being understood that any representation or warranty made as of a specific date shall be true and correct as of such specific date);
4. the Lenders shall have received execution versions of the New Pulitzer Notes and the related instruments, agreements and documents to be executed in connection therewith (including, without limitation, an amendment to the Pulitzer Intercreditor Agreement (substantially in the form attached hereto as Exhibit A, the "Pulitzer Intercreditor Amendment"), the memorandum of Intercreditor Agreement referenced in the Pulitzer Intercreditor Amendment (substantially in the form attached hereto as Exhibit B, the "Intercreditor Memorandum") and any guaranties of the New Pulitzer Notes), and the Required Lenders shall be reasonably satisfied with the terms and conditions thereof;



5. the conditions precedent to the effectiveness of the New Pulitzer Notes shall have been satisfied pursuant to the terms thereof, and the Pulitzer Debt outstanding immediately prior to the Amendment Effective Date shall have been repaid in full with proceeds of the New Pulitzer Notes; and
6. the Lenders shall have received an amendment to the First Lien Loan Documents, in form and substance reasonably satisfactory to the Required Lenders, and the conditions precedent to the effectiveness thereof shall have been satisfied pursuant to the terms thereof.

(g) The execution and delivery of this Amendment by any Lender shall be binding upon each of its successors and assigns (including Assignees).

(h) The Credit Parties and the Lenders hereby acknowledge and agree that the reference in each of the Deferred Intercompany Notes to the "Credit Agreement" shall be deemed for all purposes to be a reference to the Credit Agreement, as amended by this Amendment and as hereafter further amended, restated, replaced, modified and/or supplemented.

(i) Each Lender, the Administrative Agent, and the Collateral Agent acknowledge and agree that the New Pulitzer Debt constitutes Permitted Pulitzer Debt Refinancing Indebtedness, as such term is defined in the Credit Agreement.

(j) By the execution hereof, the Lenders signatory hereto representing the Required Lenders under the Credit Agreement hereby authorize and direct the Administrative Agent and the Collateral Agent to execute and deliver this Amendment and any other agreements or documents required in connection herewith, including without limitation, the Pulitzer Intercreditor Amendment and any agreement or document contemplated therein, including, but not limited to, the Intercreditor Memorandum. The Credit Parties and the Lenders expressly agree and confirm that the Administrative Agent's right to indemnification, as set forth in the Credit Agreement, shall apply with respect to any and all losses, claims, costs and expenses that the Administrative Agent suffers, incurs or is threatened with relating to actions taken or omitted by the Administrative Agent in connection with this Amendment and the other documents contemplated hereby to the same extent such right applies under the Credit Agreement.

From and after the Amendment Effective Date, all references in the Credit Agreement and each of the other Credit Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement and the other Credit Documents as modified hereby. All references in the Credit Agreement and each other Credit Documents to the Credit Documents shall be deemed to include this Amendment.

\* \* \*

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers to execute and deliver this Amendment as of the date first above written.

LEE ENTERPRISES, INCORPORATED, as Borrower

By: /s/ Carl G. Schmidt

Name: Carl G. Schmidt

Title: Vice President, Chief Financial Officer and Treasurer

Signature Page to First Amendment

Each of the undersigned, each being a Subsidiary Guarantor under, and as defined in, the Credit Agreement referenced in the foregoing Amendment, hereby consents to the entering into of the Amendment and agrees to all of the provisions thereof, and confirms and agrees that notwithstanding the effectiveness of the Amendment, each Security Document to which such Person is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, in each case as amended by the Amendment.

**THE FOREGOING CONSENT BY EACH SUBSIDIARY GUARANTOR SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.**

**PULITZER INC.**

By: /s/ Carl G. Schmidt

Name: Carl G. Schmidt

Title: Treasurer

**ACCUDATA, INC.**

**FLAGSTAFF PUBLISHING CO.**

**HANFORD SENTINEL INC.**

**JOURNAL-STAR PRINTING CO.**

**K. FALLS BASIN PUBLISHING, INC.**

**LEE CONSOLIDATED HOLDINGS CO.**

**LEE PUBLICATIONS, INC.**

**LEE PROCUREMENT SOLUTIONS CO.**

**NAPA VALLEY PUBLISHING CO. PANTAGRAPH  
PUBLISHING CO.**

**PULITZER MISSOURI NEWSPAPERS, INC. PULITZER  
NEWSPAPERS, INC.**

**PULITZER TECHNOLOGIES, INC.**

**SANTA MARIA TIMES, INC.**

**SIOUX CITY NEWSPAPERS, INC. SOUTHWESTERN**

**OREGON PUBLISHING CO.**

**STAR PUBLISHING COMPANY**

**YNEZ CORPORATION**

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

Signature Page to First Amendment

**INN PARTNERS, L.C.**

By: ACCUDATA, INC., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

**FAIRGROVE LLC**

By: ST. LOUIS POST-DISPATCH LLC, sole Member

By: PULITZER INC., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

**AMPLIFIED DIGITAL, LLC**

By: PULITZER INC., Manager

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

**SUBURBAN JOURNALS OF GREATER**

**ST. LOUIS LLC**

**PULITZER NETWORK SYSTEMS LLC**

By: PULITZER INC., sole Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

**STL DISTRIBUTION SERVICES LLC**

**ST. LOUIS POST-DISPATCH LLC**

By: PULITZER INC., Managing Member

By: /s/ C. D. Waterman III

Name: C. D. Waterman III

Title: Secretary

WILMINGTON TRUST, NATIONAL ASSOCIATION, as  
Administrative Agent and Collateral Agent

By: /s/ Joshua G. James

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Name: Joshua G. James

Title: Assistant Vice President

Signature Page to First Amendment

SIGNATURE PAGE TO THE FIRST AMENDMENT TO THE CREDIT AGREEMENT, DATED AS OF THE DATE FIRST REFERENCED ABOVE, AMONG LEE ENTERPRISES, INCORPORATED, VARIOUS LENDERS AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT

[NAME OF LENDER]

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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**Exhibit A**  
**Pulitzer Intercreditor Amendment**

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**Exhibit B**  
**Memorandum of Intercreditor Agreement**





NEWS RELEASE

**Lee Enterprises promotes Kevin Mowbray to chief operating officer**

*Veteran publisher will oversee all Lee operations; succeeded in St. Louis by Ray Farris*

DAVENPORT, Iowa (May 2, 2013) — Kevin D. Mowbray, vice president of publishing and publisher of the *St. Louis Post-Dispatch*, has been promoted to vice president and chief operating officer of Lee Enterprises, Incorporated (NYSE: LEE).

Mary Junck, Lee chairman and chief executive officer, said Mowbray will return to company headquarters in Davenport, where he will oversee all of the company's newspapers and digital operations in 22 states.

"This new position strengthens our leadership team as we continue to drive revenue, build digital audiences and transform our business," Junck said. "Kevin brings ideal leadership skills and a tremendous record of accomplishment. He has led significant improvements in St. Louis while helping shape successful strategies across all 50 Lee markets. He also brings an intimate knowledge of virtually all of the communities we serve, having worked locally as a sales executive and publisher, or closely with local leaders in his previous executive roles."



**Kevin Mowbray**

Junck also announced that Ray Farris, general manager of the *Post-Dispatch* and vice president of sales for Lee St. Louis, will succeed Mowbray in St. Louis as publisher. In addition to the *Post-Dispatch*, operations include STLtoday.com, Suburban Journals of Greater St. Louis and STL Distribution LLC.

She said both appointments are effective immediately. Mowbray will operate from St. Louis during a transition period.

Mowbray, 51, has been president and publisher of the *Post-Dispatch* since 2006. As a Lee vice president of publishing, he has had recent additional responsibility for 13 other markets in Arizona, California, Illinois, New York, Missouri, Pennsylvania and Utah.



**Ray Farris**

He began his career with Lee in 1986 as an advertising sales representative in his hometown of Kewanee, Ill. He advanced to sales positions in Helena, Butte and Billings, Montana, before moving to Chicago as Lee's national sales manager for corporate sales and marketing. In 1995, he joined the *Lincoln Journal Star* as advertising manager, where he served three years before becoming general manager at the *Missoulian* in Missoula, Montana, in 1998. In 2000, he advanced to publisher of *The Bismarck Tribune* in Bismarck, North Dakota, where he guided the newspaper to the 2001 Lee President's Award for Enterprise of the Year. In 2002, he was appointed vice president for sales and marketing, and in 2004 he became a vice president for publishing, with responsibility for markets in Indiana, Illinois, Iowa, Kentucky, New York, Pennsylvania and South Carolina, while also serving as publisher of *The Times* of Northwest Indiana. In 2005, Suburban Newspapers of America honored *The Times* as national Newspaper of the Year. In 2012, the *Post-Dispatch* received Lee's highest honor, Enterprise of the Year, for strong financial performance and leadership in developing companywide sales and audience initiatives.

Mowbray has been active in many civic and industry organizations. His charitable and civic involvement includes serving on the board of directors of Ladue Education Foundation, Regional Business Council, St. Louis Regional Chamber, St. Louis Sports Commission, St. Louis Variety, and Old Newsboys Day Children's Charity. Among industry activities, he serves on the Newspaper Association of America board of directors. He is a journalism graduate of Western Illinois University. He and his wife, Linda, have four children.

"St. Louis is an amazing place, and it's going to be very hard to leave," Mowbray said. "I will treasure the many friendships I have gained from working with so many wonderful people here at the *Post-Dispatch* and throughout the Greater St. Louis community."

He added: "I am fortunate to be succeeded by such a capable leader in Ray Farris. Here in St. Louis and throughout his career, Ray has built a reputation as an inspirational mentor while developing new products and sales strategies at a rapid pace. His teams are known for their initiative, innovation, teamwork and success."

Farris, 57, joined the *Post-Dispatch* in 2006 as vice president of classified advertising. He was promoted in 2009 to vice president of advertising, and in 2010 to general manager and vice president of sales for Lee St. Louis, responsible for all advertising sales and operations, online sales and operations, niche publishing and the Suburban Journals community newspaper publications.

Before joining Lee, he was vice president of classified advertising for the *Detroit News* and *Detroit Free Press*. He began his career as a proof reader at a small community newspaper in Southern California before moving to the *Los Angeles Times* as an automotive account executive in 1985, advancing to management positions including classified advertising manager before leaving Los Angeles in 2000. He and his wife, Pam, reside in Kirkwood, Missouri. They have two adult sons.

"I am honored by the opportunity to be a part of the rich heritage of the *St. Louis Post-Dispatch*," he said. "It is a true privilege to work with such a committed and outstanding team toward what I am certain will be a bright future for our company and for our industry."

Lee Enterprises is a leading provider of local news and information, and a major platform for advertising, in its markets, with 46 daily newspapers and a joint interest in four others, rapidly growing digital products and nearly 300 specialty publications in 22 states. Lee's newspapers have circulation of 1.2 million daily and 1.4 million Sunday, reaching nearly four million readers in print alone. Lee's websites and mobile and tablet products attracted 23.2 million unique visitors in March 2013. Lee's markets include St. Louis, MO; Lincoln, NE; Madison, WI; Davenport, IA; Billings, MT; Bloomington, IL; and Tucson, AZ. Lee Common Stock is traded on the New York Stock Exchange under the symbol LEE. For more information about Lee, please visit [lee.net](http://lee.net).

Contact: [dan.hayes@lee.net](mailto:dan.hayes@lee.net), (563) 383-2100